

TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, JANUARY 16, 2020, 8:30 AM  
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
AGENDA **REVISED**

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	60	Mahoney Reed	Legal	Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(4)(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e
3.	9:30	5			Break
4.	9:35	5			Public Comment on Non-Agenda Items
5.	9:40	5	Johnston	Action	Consideration of Approval of Minutes: a. December 12, 2019 Regular Town Council Meeting
6.	9:45	10	Johnston Applicant	Action <i>Quasi-Judicial</i>	Liquor Licensing Authority: a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area
7.	9:55	5	Montgomery Mahoney	Action	Consideration of a Resolution Designating Posting Locations for the Town's Ordinances and Public Notices
8.	10:00	15	Maenpa	Informational	Telluride Regional Airport Authority (TRAA) Bi-Annual Report
9.	10:15	10	Dohnal	Action	Consideration of Appointments: a. One at Large Alternate Seat for a Two-Year Term on the Green Team Committee
10.	10:25	10	Jett Dohnal	Informational	Green Team Quarterly Report
11.	10:35	15	Dohnal Montgomery	Informational	Staff Reports: a. Business Development & Sustainability b. Town Manager
12.	10:50	60	Miller Applicant	Action <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Rezone and Density Transfer Application at Lot 640A, 306 Adams Ranch Rd, to Increase Employee Apartment Density by 12 Units from 30 to 42 Units ( <i>This Item was Continued from the November 21, 2019 &amp; December 12, 2019 Council Meetings</i> )
13.	11:50	5	Miller Starr Applicant	Action <i>Quasi-Judicial</i>	Consideration of Blue Mesa Lodge Rezoning: a. Blue Mesa Lodge Lot 42B, Unit 21C ( <i>Agenda Item was Continued from the November 21 and December 12, 2019 Town Council Meetings and is to be continued to the February 20, 2020 meeting</i> ) i. First Reading, Setting of a Public Hearing and Council Vote of an Ordinance Regarding a) a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Unit 21C from an Efficiency Lodge Zoning Designation to Lodge Zoning Designation ii. Consideration of a Resolution Approving a Variance to the Lodge Parking Space Requirement Pursuant to CDC Section 17.4.16 b. Second Reading, Public Hearing and Council Vote of an Ordinance Regarding a) a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 22A, 22B and 22C from Three (3) Efficiency Lodge Zoning Designation to Lodge Zoning Designation
14.	11:55	5	Haynes	Action Legislative Public Hearing	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding the Community Development Code (CDC) Amendments to Design Variations at Section 17.4.11.E.5 and Building Design, Section 17.5.6
15.	12:00	30			Lunch

16.	12:30	10	Swain	Informational Action	Finance: a. Presentation of the December 31, 2019 Business & Government Activity Report (BAGAR) b. Consideration of the November 30, 2019 Financials
17.	12:40	20	Mahoney Montgomery	Action	Consideration of a Second Amendment to the Amended and Restated Intergovernmental Agreement for the Construction and Ownership of a Joint Service Facility Between Mountain Village and Fire District and Consideration of the Associated Real Estate Contract for the Sale of the Third Floor to the Fire District <i>(This Item has been Continued to the February 20, 2020 Town Council Meeting)</i>
18.	1:00	15	Starr Applicant	Action <i>Quasi-Judicial</i>	Consideration of a Resolution Regarding a Minor Subdivision on Lot 601, Knoll Estates, to Remove Existing Town Earthwork Easements on the Property
19.	1:15	30	Starr Applicant	Action <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing, and Council vote on an Ordinance Regarding a Rezone and Density Transfer to Rezone Belvedere, Lot 27, Phase I, Units 2 and 3 from Two (2) Condominium Zoning Designation Units, to One (1) Condominium Zoning Designation Unit
20.	1:45	20	Haynes Miller	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Community Development Code Amendment to Section 17.5.12, Lighting Regulations, to Allow for Architectural and Landscape Lighting Pursuant to a Design Variation
21.	2:05	30	Miller Applicant	Action <i>Quasi-Judicial</i>	Consideration of a Resolution Approving a Class 5 Access Tract Dedication Application for Tracts 24-B and F-37A, located at Upper Benchmark Drive
22.	2:35	15	Haynes Kjome	Informational	Village Court Apartments (VCA) Monthly Update
23.	2:50	15	Council Members & Staff	Informational	Council Boards and Commissions Updates: a. San Miguel Watershed Coalition-Starr b. Colorado Flights Alliance - Gilbride c. Transportation & Parking – Benitez/Duprey d. Budget & Finance Committee –Gilbride/Duprey e. Gondola Committee – Caton/Berry f. Colorado Communities for Climate Action – Berry g. San Miguel Authority for Regional Transportation (SMART)- Caton/Prohaska h. Eco Action Partners – Berry/Prohaska i. Telluride Historical Museum- Prohaska j. Telluride Conference Center –Gilbride/Binder k. Alliance for Inclusion – Binder l. Green Team Committee- Berry/Prohaska m. Mayor's Update – Benitez
24.	3:05	5			Other Business
25.	3:10				Adjourn

Please note that times are approximate and subject to change.

jk  
01/08/2020

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Town Hall at 970-369-6429 or email: mvclerk@mtnvillage.org. A minimum notice of 48 hours is required so arrangements can be made to locate requested auxiliary aid(s)

**Public Comment Policy:**

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



**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE DECEMBER 12, 2019  
REGULAR TOWN COUNCIL MEETING DRAFT**

**AGENDA ITEM #5**

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:32 a.m. on Thursday, December 12, 2019 in the Mountain Village Town Hall, 455 Mountain Village Boulevard, Mountain Village, Colorado.

**Attendance:**

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

Laila Benitez, Mayor  
Dan Caton, Mayor Pro Tem  
Jack Gilbride  
Patrick Berry  
Pete Duprey  
Marti Prohaska  
Natalie Binder

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

Also in attendance were:

Kim Montgomery, Town Manager  
Jackie Kennefick, Town Clerk  
Susan Johnston, Deputy Town Clerk  
Christina Lambert, Deputy Clerk  
David Reed, Town Attorney  
Jim Mahoney, Assistant Town Attorney  
Sue Kunz, Director of Human Resources  
Chris Broady, Chief of Police  
Kevin Swain, Finance Director  
Julie Vergari, Chief Accountant  
Zoe Dohnal, Business Development and Sustainability Manager  
Kathrine Warren, Marketing & Communications Coordinator  
Michelle Haynes, Director of Planning and Development Services  
John Miller, Senior Planner  
Sam Starr, Planner  
Finn Kjome, Director of Public Works  
Jim Loebe, Director of Transit and Recreation  
Rob Johnson, Transit Manager

Michael Martelon  
Matt Skinner  
Tim Johnson  
Anton Benitez  
Elizabeth Stuffings  
Pam Pettee  
Corinne Cavender  
Hope Logan  
Jolana Vanek  
Marcy Pickering  
Julia Caulfield  
Keith Brown  
Garrett Brafford  
Abbott Smith  
Mark Carlson

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

Attorney David Reed stated that the Executive Session will include a personnel matter. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to enter into Executive Session for the purposes of a personnel matter pursuant to C.R.S. Section 24-6-402((4)(f)(I)), for receiving legal advice pursuant to C.R.S. 24-6-402(4)(b), and for the purpose of negotiations pursuant to C.R.S. 24-6-402(4)e (2) at 8:33 a.m.

Council returned to open session at 9:41a.m.

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

Public comment was received by Jolana Vanek.

**Consideration of Approval Minutes: (5)**

Deputy Town Clerk Susan Johnston presented.

**a. November 21, 2019 Regular Town Council Meeting**

On a **MOTION** by Dan Caton and seconded by Pete Duprey, Council voted unanimously to approve the November 21, 2019 Regular Town Council meeting minutes as presented.

**Liquor Licensing Authority: Quasi-Judicial (6)**

**a. Consideration of a Special Event Liquor Permit Application by the Telluride Blues Society in Conjunction with Wagner Skis for Events on January 11<sup>th</sup>, February 8<sup>th</sup> and March 14<sup>th</sup>, 2020 from 1:00 PM to 6:00 PM**

The applicant withdrew the application.

**Tri-County Health Network 2020 Census Presentation (7)**

Community Specialists for AmeriCorps Vista Hope Logan and Corrinne Cavender presented. Council discussion ensued.

**Consideration of a Proclamation in Support of the 2020 Census (8)**

Mayor Benitez read the Proclamation. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to approve a Proclamation in Support of the 2020 Census.

**Second Reading, Public Hearing and Council Vote on an Ordinance of the Town Council of The Town of Mountain Village Amending Chapter 5.04 of the Municipal Code Vesting Authority of Administrative Review and Approval of Liquor License Applications and to Include Revised Statutory References (9)**

Assistant Town Attorney Jim Mahoney presented. The Mayor opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted 7-0 to adopt an Ordinance amending Chapter 5.04 of the Municipal Code vesting authority of administrative review and approval of liquor license applications and to include revised statutory references.

**Colorado Flights Alliance (CFA) and Marketing Telluride Inc (MTI) Bi-Annual Reports (10)**

President and CEO of Marketing Telluride Inc. Michael Martelon presented. Colorado Flights Alliance Chief Operating Officer Matt Skinner presented. Public comment was received by Jolana Vanek.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Rezone and Density Transfer Application at Lot 640A, 306 Adams Ranch Rd, to Increase Employee Apartment Density by 12 Units from 30 to 42 Units (The Applicant has Requested that this Item be Continued to the January 16, 2020 Council Meeting) (11)**

Senior Planner John Miller presented stating that the applicant had requested that this item be continued to the January 16, 2020 Town Council meeting. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to continue this item to the January 16, 2020 Town Council meeting.

**Consideration of a Resolution Regarding a Conditional Use Permit for a Real Estate/Property Management Office in a Primary Pedestrian Area on Lot 65, 618 Mountain Village Boulevard (Continued from the November 21, 2019 Council Meeting) (12)**

Planner Sam Starr presented. Marti Prohaska recused herself as her company does business with the applicant. Peak Property Management owner Marci Pickering addressed Council. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to approve a Resolution regarding a Conditional Use Permit for a real estate/property management office in a primary pedestrian area on Lot 65 with the following conditions:

1. Any additional deviations, modifications or alterations to the business operations described in this approval will require the applicant to submit a new application for Conditional Use Permit Review.
2. The Conditional Use Permit will expire with Peak Property Management's lease in the Centrum Building on April 30, 2021.
3. The applicant, Peak Property Management, shall be refunded for the building permit fees and sign 4 fees submitted in 2019.

Natalie Binder left the meeting from 10:55 a.m. to 11:43 a.m.

**Consideration of a Resolution Regarding a Minor Subdivision on Lot 925, 137 Sundance Lane, to Remove Existing Town Earthwork Easements on the Property(13)**

Sam Starr presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to adopt a Resolution regarding a Minor Subdivision on Lot 925, 137 Sundance Lane, to remove existing Town earthwork easements on the property.

Council took a break from 11:00 a.m. to 11:05 a.m.

**Finance: (14)**

Director of Finance Kevin Swain presented.

- a. **Presentation of the October 31, 2019 Business & Government Activity Report (BAGAR)**
- b. **Second Reading, Public Hearing and Council Vote on an Ordinance of the Town Levying Property Taxes for the Year 2019 to be Collected in 2020**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Pete Duprey, Council voted 6-0 (with Natalie Binder absent) to adopt an Ordinance levying property taxes for the year 2019 to be collected in 2020.

- c. **Second Reading, Public Hearing and Council Vote on an Ordinance Adopting the 2020 Budget and Revising the 2019 Budget**

Director of Public Services Finn Kjome stated that it is being recommended that a new full-time position be created for a VCA Maintenance Manager. This position would report to Director Michelle Haynes. Council directed staff to increase the VCA budget to \$35,000. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to approve an Ordinance adopting the 2020 Budget and revising the 2019 Budget with the above revision.

On a **MOTION** by Patrick Berry and seconded by Marti Prohaska, Council voted unanimously to convene as the Dissolved Mountain Village Metro District Board.

**Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District: (15)**

- a. **Consideration of a Resolution Adopting the 2020 Mountain Village Metro District Budget**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to approve a Resolution adopting the 2020 Mountain Village Metro District Budget.

- b. **Consideration of a Resolution Appropriating Sums of Money for 2020**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, (with Natalie Binder absent) Council voted unanimously to adopt a Resolution appropriating sums of money for 2020.

- c. **Consideration of a Resolution Revising the 2019 Budget**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted 6-0 (with Natalie Binder absent) to adopt a Resolution revising the 2019 Budget.

- d. **Consideration of a Resolution Re-Appropriating Sums of Money for 2019**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to adopt a Resolution re-appropriating sums of money for 2019

- e. **Consideration of a Resolution Setting the Mill Levy for 2019 to be Collected in 2020**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to adopt a Resolution setting the Mill Levy for 2019 to be collected in 2020.

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to reconvene as the Mountain Village Town Council.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding the Community Development Code (CDC) Amendments to Design Variations at Section 17.4.11.E.5 and Building Design Section 17.5.6 (16)**

Director of Planning and Development Services Michelle Haynes presented. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council vote 6-0 (with Natalie Binder absent) to approve an Ordinance on first reading regarding the Community Development Code Amendments to design variations at Section 17.4.11.E.5 and building design, Section 17.5.6 and to set the second reading for January 16, 2020.

**Council moved to agenda item 25.**

Council took a lunch break from 12:05 p.m. to 12:39 p.m. (17)

**Consideration of Blue Mesa Lodge Rezoning: (18)**

- a. **Second Reading, Public Hearing and Council Vote on an Ordinance for a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 30A and 30B from Two (2) Efficiency Lodge Zoning Designation Units to One (1) Lodge Zoning Designation Unit**

Michelle Haynes presented. Council discussion ensued. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted 7-0 to approve an Ordinance for a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 30A and 30B from Two (2) Efficiency Lodge Zoning Designation Units to One (1) Lodge Zoning Designation Unit with findings and conditions that our lot list be updated from one unit to two units.

- b. **Second Reading of an Ordinance, Public Hearing and Council Vote Regarding a Rezone and Density Transfer to Rezone Blue Mesa Lodge (Lot 42B), Unit 41A from One (1) Efficiency Lodge Zoning Designation Unit to One (1) Lodge Zoning Designation Unit**

Sam Starr presented. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Dan Caton, Council voted 7-0 to adopt an Ordinance Approving a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B), Unit 41R from one (1) Efficiency Lodge Zoning designation unit to one (1) Lodge Zoning.

- c. **Second Reading of an Ordinance, Public Hearing and Council Vote Regarding a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 33A and 33B from Two (2) Efficiency Lodge Zoning Designation Units to One (1) Lodge Zoning Designation Unit**

Sam Starr presented. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Natalie Binder, Council voted 7-0 to adopt an Ordinance for a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 33A and 33B from two (2) Efficiency Lodge zoning designation units to one (1) Lodge Zoning designation unit.

- d. **Second Reading of an Ordinance, Public Hearing and Council Vote Regarding a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Unit 21A & 21B from Two (2) Efficiency Lodge Zoning Designation to One (1) Lodge Zoning Designation**

John Miller presented. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Patrick Berry, Council voted 7-0 to adopt an Ordinance for a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 21A and 21B from two (2) Efficiency Lodge zoning designation units to one (1) Lodge Zoning designation.

- e. **Second Reading of an Ordinance, Public Hearing and Council Vote Regarding a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Unit 41B from an Efficiency Lodge Zoning Designation to Lodge Zoning Designation**

John Miller presented. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Marti Prohaska, Council voted 7-0 to adopt an Ordinance for a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 41B from an Efficiency Lodge zoning designation to Lodge Zoning designation unit.

- f. **Blue Mesa Lodge Lot 42, Unit 21C (This Item to be Continued to the January 16, 2020 Town Council Meeting)**
  - i. **First Reading of an Ordinance, Setting of a Public Hearing and Council Vote Regarding a) a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Unit 21C from an Efficiency Lodge Zoning Designation to Lodge Zoning Designation**
  - ii. **Consideration of a Resolution Approving a Variance to the Lodge Parking Space Requirement Pursuant to CDC Section 17.4.16 (Continued from the November 21, 2019 Town Council Meeting)**

John Miller presented. On a **MOTION** by Marti Prohaska and seconded by Dan Caton, Council voted unanimously to continue the above items to the January 16, 2020 Town Council meeting.

- g. **Blue Mesa Lodge Lot 42B, Units 22A, 22B and 22C**
  - i. **First Reading, Setting of a Public Hearing and Council Vote of an Ordinance Regarding a) a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 22A, 22B and 22C from Three (3) Efficiency Lodge Zoning Designation to Lodge Zoning Designation**

Sam Starr presented. Public comment was received by Keith Brown. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted 7-0 to approve on first reading, an Ordinance regarding a) a Rezone and Density Transfer Application to rezone Blue Mesa Lodge (Lot 42B) Units 22A, 22B and 22C from three Efficiency Lodge Zoning designation to Lodge Zoning designation and to set a second reading, public hearing and final vote for January 16, 2020.

- ii. **Consideration of a Resolution Approving a Variance to the Lodge Zoning Designation Definition Under Community Development Code Section 17.8**

Sam Starr presented. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to adopt a Resolution approving a variance to the Lodge Zoning Designation definition under Community Development Code Section 17.8.

**Council moved to agenda item 20.**

### **Village Court Apartments: (19)**

Michelle Haynes presented.

#### **1. Review of VCA Tenant Committee Draft Framework**

Council discussion ensued regarding development of the VCA Tenant Committee. Council direction was to include five VCA residents, one staff member, and one Council member with staggered terms for the committee seats and a January 31, 2020 deadline for resident applications. Council directed the legal department to draft bylaws for the committee. The VCA sub-committee will review the applications and make recommendations to Council. Council directed staff to modify the committee mission statement to omit the phrase “with a positive attitude”. Public comment was received by Pam Pettee.

#### **2. VCA Phase IV**

##### **a. Review of Community Survey Results**

Michelle Haynes stated that 242 people responded to the Community Survey. Council consensus was to wait until January or February to determine the direction to staff regarding VCA Phase IV. Public comment was received by Pam Pettee.

##### **b. Presentation and Discussion of Committee**

Council discussion ensued.

**Council moved to agenda item 24.**

**Consideration of Approval of Revised Green Team Committee Bylaws for the Inclusion of an Alternate Seat (20)**

Business Development & Sustainability Manager Zoe Dohnal presented. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted unanimously to approve the revised Green Team Committee Bylaws for the inclusion of an alternate seat as presented.

**2018 Mountain Village Government Energy Use & Green House Gas Report (21)**

Zoe Dohnal presented. Council discussion ensued.

**Consideration of a Resolution Approving the Town of Mountain Village's Commitment to the Global Covenant of Mayors for Climate and Energy (22)**

Zoe Dohnal presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Marti Prohaska, Council voted unanimously to adopt a Resolution approving the Town's commitment to the Global Covenant of Mayors for Climate and Energy and authorize the Mayor to sign the commitment letter.

Council took a break from 1:04 p.m. to 1:17 p.m.

**Common Consumption Area (CCA) Update (23)**

Telluride Mountain Village Owners Association (TMVOA) President & Chief Executive Officer Anton Benitez and Telluride Distilling Co. owner Abbott Smith presented. Council discussion ensued.

**Council moved to agenda item 19.**

**San Miguel Watershed Coalition Update (24)**

Program Coordinator Elizabeth Stuffings presented.

**Council moved to agenda item 26.**

**Council Boards and Commissions Updates: (25)**

- a. **San Miguel Watershed Coalition-Starr**
- b. **Colorado Flights Alliance-Gilbride**
- c. **Transportation & Parking-Duprey/Benitez**
- d. **Budget & Finance Committee- Gilbride/Duprey**
- e. **Gondola Committee-Caton/Berry**
- f. **Colorado Communities for Climate Action-Berry**
- g. **San Miguel Authority for Regional Transportation -Caton/Prohaska/Benitez**
- h. **Eco Action Partners-Berry/Prohaska**
- i. **Telluride Historical Museum-Prohaska**
- j. **Telluride Conference Center-Binder/Gilbride**

Council directed staff to agendize a work session to discuss the future of the Conference Center at the February Town Council meeting.

- k. **Alliance for Inclusion-Binder**
- l. **Green Team Committee- Berry/Prohaska**
- m. **Community Grant Committee-Benitez/Binder**
- n. **Mayor's Update- Benitez**

**Council moved to agenda item 17.**

**Other Business: (26)**

Jim Mahoney stated that the Town of Telluride requested that the Town of Mountain Village consider an Ordinance that would raise the purchase age for tobacco products and e-cigarettes purchase age from 18 to 21 similar to the one that Telluride is considering. This item will be agendized for the February 20, 2020 Town Council meeting.

On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to continue the meeting beyond 6 hours.

There being no further business, on a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to adjourn the meeting at 2:36 p.m.

Respectfully prepared,

Susan Johnston  
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick  
Town Clerk

DRAFT



# Town of Mountain Village

**Date:** 1/10/2020  
**To:** Town Council, Acting as the Liquor Licensing Authority (LLA)  
**From:** Susan Johnston, Deputy Town Clerk  
**RE:** Local Liquor Licensing Authority Matters for the January 16 Meeting

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

All required documentation and fees have been received. The packet has been reviewed by the following departments: Clerks, Legal and Police with no adverse findings. Two maps have been provided in the application to show the current common consumption area (CCA) and another to indicate the CCA including the Conference Center Plaza. The Telluride Conference Center has submitted a Modification of Premises to unlicense the Conference Center Plaza which will then be included in the CCA. The Modification application has been approved at the administrative level and has been sent to the State for their approval.

**Staff recommendation:** Motion to approve the re-certification of the Mountain Village Promotional Association and Common Consumption Area as it is shown currently. Once State approval is received for the Telluride Conference Center Modification of Premises, the Conference Center Plaza will be included in the Common Consumption Area.



**TOWN OF MOUNTAIN VILLAGE  
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA  
CERTIFICATION RENEWAL REQUEST**

Promotional Association Name (exactly as it appears on incorporation documents):
Description of Common Consumption Area Boundaries:
Mailing Address of Promotional Association:
Primary Contact:
Primary Contact Phone Number:
Primary Contact Email Address:

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$250 for Annual Renewal Fee
- Copy of Articles of Incorporation and Bylaws
- List of all Directors and Officers of the Promotional Association
- List of all the licensed premises in the Promotional Association
- List of any changes from the original certification
- Detailed map of the Common Consumption Area including:
  - o Location of physical barriers
  - o Entrances and exits
  - o Location of attached licensed premises
  - o Identify licensed premises adjacent to but not attached to the Common Consumption Area
  - o Approximate location of security personnel
- Written detailed description of Security Arrangements with the Common Consumption Area
- A list of dates and hours of operation of the Common Consumption Area for upcoming calendar year
- Documentation showing possession of the Common Consumption Area
- List of Attached Licenses listing the following information: State Liquor License number, list of any past liquor violations, and copy of any operational agreements
- Documentation of the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances or otherwise.
- Insurance Certificate of General Liability and Liquor Liability naming the Town of Mountain Village as an additional insured



**TOWN OF MOUNTAIN VILLAGE  
 PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA  
 CERTIFICATION RENEWAL REQUEST**

Please mark below which days and hours the Common Consumption Area will be open and operational. [See Security Spreadsheet](#)

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

Report to the Town Clerk any deviation from this schedule at least fifteen (15) days prior to the proposed new date and time.



PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA  
CERTIFICATION RENEWAL REQUEST

CERTIFICATION OF APPLICANT

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/ employees and Board of Directors to comply with all applicable local and state laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages.

12-31-19

Authorized Signature

Date

Adam Singer

MVPA Board President

Title

REPORT AND APPROVAL OF THE LOCAL LIQUOR LICENSING AUTHORITY

Jackie Kennefick

Date

Town Clerk

Town of Mountain Village

TOWN OF MOUNTAIN VILLAGE

PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA

## CERTIFICATION RENEWAL REQUEST

### PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA GENERAL GUIDELINES:

- ✓ The size of Common Consumption Area is to be contained wholly within an Entertainment District which has been defined by the Mountain Village Municipal Code;
- ✓ Common Consumption Areas are to be clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access;
- ✓ Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the vendor in at least 24 point font type;
- ✓ Proof of Needs and Desires of the Neighborhood is required as evidenced by petitions, written testimony, verbal testimony at the public hearing, letters of support, etc., and shall be submitted at least eight days prior to the scheduled public hearing. If a petition is chosen as one method of proving the neighborhood needs and desires, the applicant must use petitions approved by the Town Clerk's Office;

Revisions and amendments to this original application for Common Consumption Area

- ✓ Designation shall be reported to the Mountain Village Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- ✓ Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association, the name of the representative from the licensed establishment that will be serving on the Board of Directors, and an amended map depicting the licensed establishments that are adjacent to but not attached to the Common Consumption Area;
- ✓ The Mountain Village Liquor Licensing Authority shall consider the merits of the application for a Promotional Association of a Common Consumption Area and may refuse to certify or may decertify a Promotional Association if the Association: 1) Fails to submit the annual report as required by January 31<sup>st</sup> of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the Mountain Village Liquor Licensing Authority and names the Town of Mountain Village as an additional insured; 5) Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations
- ✓ Application for Recertification of a Promotional Association must be made by January 31 of each year



Colorado Secretary of State  
 Date and Time: 04/02/2014 10:42 PM  
 ID Number: 20141221775  
 Document number: 20141221775  
 Amount Paid: \$50.00

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Nonprofit Corporation**  
 filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Mountain Village Promotional Association.  
*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 113 Lost Creek Lane, Suite A  
*(Street number and name)*

Mountain Village CO 81435  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province - if applicable) (Country)*

Mailing address  
*(leave blank if same as street address)*

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name  
 (if an individual) Solomon Joseph A.  
*(Last) (First) (Middle) (Suffix)*

**OR**  
 (if an entity)  
*(Caution: Do not provide both an individual and an entity name.)*

Street address 227 West Pacific Avenue, Suite A  
*(Street number and name)*

Telluride CO 81435  
*(City) (State) (ZIP Code)*

Mailing address  
(leave blank if same as street address)

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP Code)

(The following statement is adopted by marking the box.)

- The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name  
(if an individual)

Solomon

(Last)

Joseph

(First)

A.

(Middle)

(Suffix)

**OR**

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

- The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Upon dissolution, after payment of all liabilities, the assets are to be distributed to the Members of the corporation in accordance with their Membership interests.



7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Solomon	Joseph	A.	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
227 West Pacific Avenue, Suite A			
<small>(Street number and name or Post Office Box information)</small>			
PO Box 1748			
Telluride		CO	81435
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
United States			
<small>(Province - if applicable)</small>		<small>(Country)</small>	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**Mountain Village Promotional Association, a Colorado nonprofit corporation  
Bylaws**

**Article 1  
Purpose**

The purpose of the Mountain Village Promotional Association, a Colorado nonprofit corporation (the "Corporation") is to serve as a promotional association to be certified by the Town of Mountain Village (the "Town") pursuant to C.R.S. sec. 12-47-301(11) and as more fully described in Town Ordinance No. 2012-03 (the "Ordinance"). As set forth in the Ordinance, the Town has created an Entertainment District and established application procedures, fees and hours of operation for common consumption areas, to be managed by the certified promotional association.

**Article 2  
Principal Office**

The current principal office of Mountain Village Promotional Association, a Colorado nonprofit corporation (the "Corporation") is located at:

113 Lost Creek Lane, Suite A  
Mountain Village, Colorado 81435

The principal office may be changed by the Board of Directors.

**Article 3  
Board of Directors**

Section 1. Board Number and Qualifications. The Board of the Corporation must include, at a minimum, all liquor license holders who choose to participate in the Promotional Association. If a liquor license holder within Mountain Village initially chooses not to participate in the Promotional Association and then later decides to participate, they must be added to the board of directors. At the option of the members, there may also be directors elected who are not liquor license holders.

A Director must be a current Town of Mountain Village business owner, or if the business is a business entity, a duly appointed representative of such entity actively engaged in the business. Directors shall serve a term of three (3) years. Directors may be elected for successive terms. Initial terms may be staggered so as to provide for continuity in management. The initial Directors and their terms shall be:

<u>Name</u>	<u>Initial Term</u>
Stephen Roth - TSG	3 years
Adam Singer – Poachers Pub	2 years

Mountain Village Promotional Association / Bylaws p. 1 of 4

Todd Gehrke – Hotel Madeline	1 year
Stefano Canclini – La Piazza	3 years
Tom Richards – Telluride Conference Center	3 years
Greg Pope – TMVOA	3 years

Section 2. Vacancies. Vacancies on the Board of Directors may be filled for the unexpired term of the predecessor in office by a majority vote of the remaining Directors at any meeting of the Board of Directors. A vacancy created by an increase in the number of Directors may be filled for a term of office continuing only until the next election of Directors.

Section 3. Power and Duties of the Directors. The Board of Directors shall have control and general management of the affairs, property and business of the Corporation and, subject to these Bylaws, may adopt such rules and regulations for that purpose and for the conduct of its meetings as the Board of Directors may deem proper. The powers shall include but not be limited to the appointment and removal of the officers of the Corporation.

Section 4. Election of Directors. The election of Directors shall be at the annual meeting of the Board. The Board shall by majority vote elect Directors.

#### Article 4 Meetings of Directors

Section 1. Meetings. Regular and special meetings of the Board Directors shall be held on at least two (2) but no more than thirty (30) days written notice to the Directors. Directors may waive notice as provided in C.R.S. sec. 7-128-204. Agendas for meetings of the Board shall be made reasonably available for examination by the members or their representatives.

Section 2. Quorum and Voting. A quorum of the Board of Directors consists of a majority of the number of Directors in office immediately before the meeting begins. The affirmative vote of a majority of Directors present is the act of the Board of Directors unless the vote of a greater number of Directors is required by law.

Section 3. Proxies. Votes of Directors may be cast in person or by proxy. A Director may only appoint another Director to act pursuant to such Director’s proxy. Every proxy must be in the form approved by the Board of Directors and must be executed in writing by the Director or such Director’s duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date of its execution, and every proxy shall automatically cease at such time as the Director granting the proxy no longer qualifies as a Director for which vote the proxy was given.

Section 4. Action Without Meeting. Any action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting in compliance with C.R.S. sec. 7-128-202.

## Article 5 Officers and Duties

Section 1. Officers. The officers of the Corporation shall consist of (1) a president, (2) a vice president, (3) a secretary, (4) other officers as determined by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary. The offices of president, vice president and secretary shall be members of the Board. Officers shall be elected by the Members at the annual. A vacancy in any office may be appointed by the Board of Directors at any regular or special meeting called for that purpose.

Section 2. President. The president shall preside at all meetings of the members and the Board of Directors, and may have any other powers and duties as may be conferred by the Board of Directors. The president shall, subject to the direction and supervision of the Board of Directors, be the chief executive officer of the Corporation and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The president shall have the authority to sign all contracts and other instruments on behalf of the Corporation, as approved by the Board of Directors from time to time.

Section 3. Vice President. The vice president shall have the duties that the Board of Directors or the president may delegate to them from time to time. In the absence of the president or the president's inability to act, the duties and powers of the office shall be performed and exercised by a vice president.

Section 4. Secretary. The secretary shall have the responsibility for the preparation and maintenance of minutes of the Directors' and members' meetings and other records and information required to be kept by the Corporation and for authenticating records of the Corporation. The secretary shall perform all duties usually incident to the office of the secretary, those duties specified in these Bylaws, and other duties that may from time to time be delegated by the Board of Directors.

Section 6. Other. The Board of Directors may appoint such other officers as it deems prudent and necessary, including a Corporation Executive Director and/or CEO. The Board may assign such reasonable duties to such officers as the Board may establish by resolution.

## Article 6 Memberships

Section 1. Members. Members of the Corporation shall be business owners in the Town of Mountain Village or, in the event the business is a business entity, a duly appointed representative of such entity. Members shall have voting rights with respect to election of Directors. Members shall not have voting rights with respect to budget approval and other matters.

Section 2. Meetings. Regular and special meetings of the members shall be held on at least ten (10) but no more than sixty (60) days written notice to the members, as more fully



described in C.R.S. sec. 7-127-104. Members may waive notice as provided in C.R.S. sec. 7-127-105.

Section 3. Action Without Meeting. Any action required or permitted to be taken at a members' meeting may be taken without a meeting in compliance with C.R.S. sec. 7-127-107 or by written ballot pursuant to C.R.S. sec. 7-127-109.

Article 7  
Budget and Fiscal Year

Section 1. Budget. The Board of Directors shall, prior to the beginning of any fiscal year, adopt a budget which shall include: (a) the estimated operating costs and expenses and proposed capital expenditures which will be chargeable to the Corporation to fulfill its obligations; (b) the estimated income and other funds which will be received by the Corporation; and (c) the estimated total amounts required to be raised by member dues to cover such costs, expenses and capital expenditures of the Corporation and to provide a reasonable reserve. Prior to adopting a budget for each fiscal year, the Board of Directors shall call a meeting of the members and provide notice of the time and place thereof to all members at least ten (10) but no more than fifty (50) days prior to such meeting. After issuance of notice of meeting, the Board of Directors shall make copies of the proposed budget available to all interested members. At such meeting, members shall have the right to be heard concerning the budget; however, the Board of Directors shall retain the sole power to approve the budget.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be from January 1st through December 31st of each year.

Article 8  
Amendment of Bylaws

The Board of Directors may amend these Bylaws at any time to add, change, or delete a provision, in compliance with C.R.S. sec. 7-130-201 et seq. If any amendments require member approval pursuant to such statutes, such member approval shall be obtained.

Adopted by the Board of Directors at their first duly organized meeting on  
4/4, 2014.

STEPHEN A ROTH  
~~\_\_\_\_\_~~ President

Attest: Todd Gehlke  
~~\_\_\_\_\_~~ Secretary

**Mountain Village Promotional Association  
Directors and Officers**

President: Adam Singer  
Poachers Pub

Vice President: Michelle Caporicci  
Madeline Hotel & Residences

Secretary: Stephen Roth  
TSG F&B Director (Siam's Talay, Crazy Elk, The Pick, Tomboy Tavern, Clubhouse)

Director: Anton Benitez  
Telluride Mountain Village Owners Association

Director: Abbott Smith  
Telluride Distilling Company

Director: Mary Ann Slezak  
Telluride Coffee Company

Director: Erica Jurecki  
Tracks Café & Bar

Director: John Gerona (pending CCA expansion approval)  
The Village Table

**List of Licensed Premises & State Liquor License Numbers**

Licensed Premises in Promotional Association	State Liquor License #	Liquor Violations	Operational Agrmnts	Square Footage	Location
Telski (Crazy Elk, Tomboy Tavern, Pick, Siam Talay, Plaza Lounge)	40919590001	N/A	N/A	8,474	Heritage Plaza & Sunset Plaza
Poachers Pub	24934470000	N/A	N/A	1,370	Sunset Plaza
Hotel Madeline	42970090000	N/A	N/A	4,360	Heritage Plaza
Telluride Distilling Company	03-03224	N/A	N/A	2,170	Conference Center Plaza
Tracks Café and Bar	15-42422-0000	One in 2000	N/A	1,846	Heritage Plaza
Telluride Coffee Company	03-12618	N/A	N/A	600	Heritage Plaza
The Village Table (pending approval of the expanded CCA)	4701124	N/A	N/A	2,531	Conference Center Plaza

**Total Square Feet of Licensed Premises**

**21,351**

Licensed Premises not in Promotional Association	Location
La Piazza / La Pizzeria	Sunset Plaza
Franz Klammer	Heritage Plaza
Telluride Conference Center	Conference Center Plaza

Participating Non-Liquor Licensed Establishments in the Promotional Association	Location
Boot Doctors	Heritage Plaza
Burton	Heritage Plaza
Christy Sports (Both Locations)	Heritage Plaza
Heritage Apparel	Heritage Plaza
Mountain Adventure Equipment	Sunset Plaza
North Face	Heritage Plaza
Rinkevich Gallery (pending approval of the expanded CCA)	Conference Center Plaza
Shake N Dog	Heritage Plaza
Sothebys	Heritage Plaza
TASP - (both locations)	Sunset Plaza
Telluride Naturals	Heritage Plaza
Telluride Properties	Sunset Plaza
Telluride Real Estate Corp	Heritage Plaza
Telluride Sports (both locations)	Heritage Plaza
T-Karn Imports	Heritage Plaza
TMVOA	Sunset Plaza
TSG Ski Valet / Slopeside Lockers	Heritage Plaza
TSG Ticket Office (excluding the Children's Center/Nursery)	Heritage Plaza
Wagner Custom Skis (pending approval of the expanded CCA)	Conference Center Plaza

Non-Liquor Licensed Premises NOT in the Promotional Association	Location
Wells Fargo	Conference Center Plaza
US Bank	Wagner Plaza
Starbucks	Reflection Plaza
Dylans Candy Bar	Reflection Plaza
Neve	Reflection Plaza
The Resort Store	Gondola Plaza
Black Tie Ski Rentals	Conference Center Plaza
Telluride TV	Sunset Plaza



## PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
- 7 Telluride Coffee Company
- 8 Telluride Distilling Company
- 9 Telluride Ski & Golf Club House
- 10 Tracks
- 11 The Village Table

## PARTICIPATING CCA ESTABLISHMENTS

- 12 Boot Doctors & Paragon Outdoors
- 13 Burton
- 14 Christy Sports (BOTH LOCATIONS)
- 15 Heritage Apparel
- 16 Mountain Adventure Equipment
- 17 Shake N Dog Grub Shack
- 18 Slopeside Lockers
- 19 Sotheby's
- 20 T Karn
- 21 Telluride Naturals
- 22 Telluride Real Estate Corp
- 23 TSG Ticket & Pass Office  
(excluding the Children's Center/Nursery)
- 24 Telluride Properties
- 25 Telluride Sports (BOTH LOCATIONS)
- 26 Telluride Adaptive Sports Program  
(BOTH LOCATIONS)
- 27 The North Face
- 28 TMVOA
- 29 Wagner Custom Skis
- 24 Rinkevich Gallery

## PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
- 7 Telluride Distilling Company
- 8 Telluride Ski & Golf Club House

## PARTICIPATING CCA ESTABLISHMENTS

- 9 Boot Doctors & Paragon Outdoors
- 10 Burton
- 11 Christy Sports (BOTH LOCATIONS)
- 12 Heritage Apparel
- 13 Mountain Adventure Equipment
- 14 Shake N Dog Grub Shack
- 15 Slopeside Lockers
- 16 Sotheby's
- 17 T Karn
- 18 Telluride Coffee Company
- 19 Telluride Naturals
- 20 Telluride Real Estate Corp
- 21 TSG Ticket & Pass Office  
(excluding the Children's Center/Nursery)
- 22 Telluride Properties
- 23 Telluride Sports (BOTH LOCATIONS)
- 24 Telluride Adaptive Sports Program  
(BOTH LOCATIONS)
- 25 The North Face
- 26 TMVOA
- 27 Tracks

Mountain Village Promotional Association  
Expanded Common Consumption Area Application  
January 2020

TMV Requirement #5: List any changes from the original certification:

Expanded Common Consumption Area was for Heritage Plaza and Sunset Plaza. This application is for an expanded common consumption area to include Conference Center plaza to US Bank and Wells Fargo



Mountain Village Promotional Association  
Expanded Common Consumption Area Application  
January 2020

TMV Requirement #6: Detailed Map (see included maps)

Comments:

- Two winter maps are provided: One including Conference Center Plaza, Rinkevich, Wagner and Village Table and one excluding those. A summer map will be submitted in April depending on the approval/disapproval of the addition of Conference Center Plaza.
- Location of Physical Barriers: These are no longer required per TMV
- Entrances and Exits: Shown on map
- Location of attached licensed premises: Shown on map
- Licensed premises adjacent to but not attached: The Peaks and Lumiere
- Location of Security Personnel: Roaming

# WELCOME TO THE MOUNTAIN VILLAGE COMMON CONSUMPTION AREA



## MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

### LEGEND:

- COMMON CONSUMPTION AREA (CCA)
- CCA ESTABLISHMENTS
- PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS



GONDOLA, BOULEVARD & TRAIL TO:  
MOUNTAIN LODGE TELLURIDE,  
GONDOLA PARKING GARAGE,  
TOWN HALL

# COMMON CONSUMPTION AREA (CCA)

## Overview



Indicates participating restaurants and merchants.



Indicates NON-participating restaurants and merchants

- Hours of Operation: Noon to 9 p.m., 7 days a week from 11/22/19 – 4/5/20
- The CCA encompasses Heritage Plaza and Sunset Plaza only. The Telluride Conference Center plaza area is not currently included in the CCA.
- No outside alcohol is allowed
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences may be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.

### PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
- 7 Telluride Coffee Company
- 8 Telluride Distilling Company
- 9 Telluride Ski & Golf Club House
- 10 Tracks

### PARTICIPATING CCA ESTABLISHMENTS

- 11 Boot Doctors & Paragon Outdoors
- 12 Burton
- 13 Christy Sports (BOTH LOCATIONS)
- 14 Heritage Apparel
- 15 Mountain Adventure Equipment
- 16 Shake N Dog Grub Shack
- 17 Slopeside Lockers
- 18 Sotheby's
- 19 T Barn
- 20 Telluride Naturals
- 21 Telluride Real Estate Corp
- 22 TSG Ticket & Pass Office  
(excluding the Children's Center/Nursery)
- 23 Telluride Properties
- 24 Telluride Sports (BOTH LOCATIONS)
- 25 Telluride Adaptive Sports Program  
(BOTH LOCATIONS)
- 26 The North Face
- 27 TMVOA

# COMMON CONSUMPTION AREA (CCA)

## Overview

- Hours of Operation: Noon to 9 p.m., 7 days a week from 11/22/19 – 4/5/20
- The CCA encompasses Heritage Plaza and Sunset Plaza only. The Telluride Conference Center plaza area is not currently included in the CCA.
- No outside alcohol is allowed
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences may be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



Indicates participating restaurants and merchants.



Indicates NON-participating restaurants and merchants

### PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- |                               |                                   |
|-------------------------------|-----------------------------------|
| 1 Crazy Elk Pizza             | 7 Telluride Coffee Company        |
| 2 Hotel Madeline & Residences | 8 Telluride Distilling Company    |
| 3 Poachers Pub                | 9 Telluride Ski & Golf Club House |
| 4 Siam's Talay Grill          | 10 Tracks                         |
| 5 The Pick                    | 11 The Village Table              |
| 6 Tomboy Tavern               |                                   |

### PARTICIPATING CCA ESTABLISHMENTS

- 12 Boot Doctors & Paragon Outdoors
- 13 Burton
- 14 Christy Sports (BOTH LOCATIONS)
- 15 Heritage Apparel
- 16 Mountain Adventure Equipment
- 17 Shake N Dog Grub Shack
- 18 Slopeside Lockers
- 19 Sotheby's
- 20 T Karn
- 21 Telluride Naturals
- 22 Telluride Real Estate Corp
- 23 TSG Ticket & Pass Office (excluding the Children's Center/Nursery)
- 24 Telluride Properties
- 25 Telluride Sports (BOTH LOCATIONS)
- 26 Telluride Adaptive Sports Program (BOTH LOCATIONS)
- 27 The North Face
- 28 TMOVA
- 29 Wagner Custom Skis
- 30 Rinkevich Gallery

# WELCOME TO THE MOUNTAIN VILLAGE COMMON CONSUMPTION AREA





## **Mountain Village Promotional Association 2020 Common Consumption Area Security Plan**

The purpose of this document is to outline the security procedures for the common consumption area in Mountain Village Core.

Pending approval of the inclusion of Conference Center Plaza, Seven liquor license holders will be participating in the common consumption area for 2020 and are; Hotel Madeline, Poachers Pub, Tracks Café & Bar, Telluride Coffee Company, The Village Table, Telluride Distilling Company and TSG (Crazy Elk, Tomboy Tavern, The Pick, Siam's Talay).

TSG/TMVOA will hire the necessary security staff to include 1 roaming security person to cover the common consumption area and an additional security person on Friday and Saturday nights from 5-10pm. Please see attached schedule for security staffing.

One member of the Mountain Village Promotional Association will oversee the security crew. This responsible individual will be named at the beginning of each season and such name will be provided to the Town. This individual shall be the primary point of contact for the Town when the common consumption area is active. The responsible individual shall meet with the Town's chief of police or his designee at the beginning of each season and as needed thereafter to go over any potential issues and security concerns with the common consumption area.

The MVPA has standard operating procedures/standard talking points so that each security personnel will be delivering a consistent message when the common consumption area is in effect.

In the event that the Town has any concerns with operations, the Town may require all of the managers for the participating liquor license holders to meet with the Town in order to discuss and refine the security procedures as necessary to address these concerns .

All security personnel shall wear a shirt clearly identifying such person as security personnel for the common consumption area.

### **The work day schedule:**

- Responsible individual shall meet with the security personnel to go over responsibilities at the beginning of each season or when there are staffing changes.
- Roaming monitoring of the area will begin at noon and will include informing guests of the common consumption area rules.
- Monitoring will continue until 9pm at which time a sweep of the area will occur to ensure that all alcoholic beverages have been disposed of in trash receptacles.

### **Security Plan and Training:**

- Security staff will be provided with security vests and will be given a list of Standard Operating Procedures
- All security personnel will complete the server and seller training program (TIPS or ServSafe) established by the Director of the Liquor Enforcement Division of Revenue.

- When appropriate, security staff will check coolers/bags to ensure no alcoholic beverages are brought into the Common Consumption Area and will be responsible for ensuring that no alcoholic beverages leave the Common Consumption Area.
- Recycling and trash cans shall be available at all entrance and exit points.
- IDs will be checked at the point-of-sale by staff members of each participating licensed establishment.
- Each licensed establishment will be responsible for ensuring that no alcoholic beverages from another establishment are brought into their licensed area.
- Each licensed establishment will use a disposable cup with its logo for patrons who wish to take a beverage out into the common consumption area.
- Per the recommendation of the insurance carrier, the Mountain Village Promotional Association will agree to comply with the loss control recommendation to post the drinking age limit in the common consumption area.
- If open displays of intoxication occur, the security personnel will contact the police at the Town of Mountain Village and/or call 911 if there are any life and death emergencies.

**Barriers and Signage:**

- The boundary of the Common Consumption Area will be defined using natural barriers, bollards and core pedestrian areas only (no vehicular traffic areas will be included).
- Signage will be posted at all entrances to the Common Consumption Area stating “no outside alcohol allowed” on one side and “no alcohol beyond this point” on the other side.
- Signage will match the current wayfinding program for the Town of Mountain Village.

2020 Mountain Village Promotional Association CCA Hours of Operation / Security Schedule

Assumes 1 roaming security staff member from Noon to 9pm with an additional person from 5-10 on Fridays & Saturdays  
 On Sunset Concert nights and Red, White and Blues, there will be an additional 6 security personnel. See Vibrancy Calendar for Dates

Winter		12 - 9 (9hrs)	5-10 (5hrs)	Total
Wednesday	1/1/2020	9	0	9
Thursday	1/2/2020	9	0	9
Friday	1/3/2020	9	5	14
Saturday	1/4/2020	9	5	14
Sunday	1/5/2020	9	0	9
Monday	1/6/2020	9	0	9
Tuesday	1/7/2020	9	0	9
Wednesday	1/8/2020	9	0	9
Thursday	1/9/2020	9	0	9
Friday	1/10/2020	9	5	14
Saturday	1/11/2020	9	5	14
Sunday	1/12/2020	9	0	9
Monday	1/13/2020	9	0	9
Tuesday	1/14/2020	9	0	9
Wednesday	1/15/2020	9	0	9
Thursday	1/16/2020	9	0	9
Friday	1/17/2020	9	5	14
Saturday	1/18/2020	9	5	14
Sunday	1/19/2020	9	0	9
Monday	1/20/2020	9	0	9
Tuesday	1/21/2020	9	0	9
Wednesday	1/22/2020	9	0	9
Thursday	1/23/2020	9	0	9
Friday	1/24/2020	9	5	14
Saturday	1/25/2020	9	5	14
Sunday	1/26/2020	9	0	9
Monday	1/27/2020	9	0	9
Tuesday	1/28/2020	9	0	9
Wednesday	1/29/2020	9	0	9
Thursday	1/30/2020	9	0	9
Friday	1/31/2020	9	5	14
Saturday	2/1/2020	9	5	14
Sunday	2/2/2020	9	0	9
Monday	2/3/2020	9	0	9
Tuesday	2/4/2020	9	0	9
Wednesday	2/5/2020	9	0	9
Thursday	2/6/2020	9	0	9
Friday	2/7/2020	9	5	14
Saturday	2/8/2020	9	5	14
Sunday	2/9/2020	9	0	9
Monday	2/10/2020	9	0	9
Tuesday	2/11/2020	9	0	9
Wednesday	2/12/2020	9	0	9
Thursday	2/13/2020	9	0	9
Friday	2/14/2020	9	5	14
Saturday	2/15/2020	9	5	14
Sunday	2/16/2020	9	0	9
Monday	2/17/2020	9	0	9
Tuesday	2/18/2020	9	0	9
Wednesday	2/19/2020	9	0	9
Thursday	2/20/2020	9	0	9
Friday	2/21/2020	9	5	14
Saturday	2/22/2020	9	5	14
Sunday	2/23/2020	9	0	9
Monday	2/24/2020	9	0	9
Tuesday	2/25/2020	9	0	9
Wednesday	2/26/2020	9	0	9
Thursday	2/27/2020	9	0	9
Friday	2/28/2020	9	5	14
Saturday	2/29/2020	9	5	14

Summer		12-9 (9hrs)	5-10 (5hrs)	Total
Thursday	5/21/2020	9	0	9
Friday	5/22/2020	9	5	14
Saturday	5/23/2020	9	5	14
Sunday	5/24/2020	9	0	9
Monday	5/25/2020	9	0	9
Tuesday	5/26/2020	9	0	9
Wednesday	5/27/2020	9	0	9
Thursday	5/28/2020	9	0	9
Friday	5/29/2020	9	5	14
Saturday	5/30/2020	9	5	14
Sunday	5/31/2020	9	0	9
Monday	6/1/2020	9	0	9
Tuesday	6/2/2020	9	0	9
Wednesday	6/3/2020	9	0	9
Thursday	6/4/2020	9	0	9
Friday	6/5/2020	9	5	14
Saturday	6/6/2020	9	5	14
Sunday	6/7/2020	9	0	9
Monday	6/8/2020	9	0	9
Tuesday	6/9/2020	9	0	9
Wednesday	6/10/2020	9	0	9
Thursday	6/11/2020	9	0	9
Friday	6/12/2020	9	5	14
Saturday	6/13/2020	9	5	14
Sunday	6/14/2020	9	0	9
Monday	6/15/2020	9	0	9
Tuesday	6/16/2020	9	0	9
Wednesday	6/17/2020	9	0	9
Thursday	6/18/2020	9	0	9
Friday	6/19/2020	9	5	14
Saturday	6/20/2020	9	5	14
Sunday	6/21/2020	9	0	9
Monday	6/22/2020	9	0	9
Tuesday	6/23/2020	9	0	9
Wednesday	6/24/2020	9	0	9
Thursday	6/25/2020	9	0	9
Friday	6/26/2020	9	5	14
Saturday	6/27/2020	9	5	14
Sunday	6/28/2020	9	0	9
Monday	6/29/2020	9	0	9
Tuesday	6/30/2020	9	0	9
Wednesday	7/1/2020	9	0	9
Thursday	7/2/2020	9	0	9
Friday	7/3/2020	9	5	14
Saturday	7/4/2020	9	5	14
Sunday	7/5/2020	9	0	9
Monday	7/6/2020	9	0	9
Tuesday	7/7/2020	9	0	9
Wednesday	7/8/2020	9	0	9
Thursday	7/9/2020	9	0	9
Friday	7/10/2020	9	5	14
Saturday	7/11/2020	9	5	14
Sunday	7/12/2020	9	0	9
Monday	7/13/2020	9	0	9
Tuesday	7/14/2020	9	0	9
Wednesday	7/15/2020	9	0	9
Thursday	7/16/2020	9	0	9
Friday	7/17/2020	9	5	14
Saturday	7/18/2020	9	5	14
Sunday	7/19/2020	9	0	9

Sunday	3/1/2020	9	0	9
Monday	3/2/2020	9	0	9
Tuesday	3/3/2020	9	0	9
Wednesday	3/4/2020	9	0	9
Thursday	3/5/2020	9	0	9
Friday	3/6/2020	9	5	14
Saturday	3/7/2020	9	5	14
Sunday	3/8/2020	9	0	9
Monday	3/9/2020	9	0	9
Tuesday	3/10/2020	9	0	9
Wednesday	3/11/2020	9	0	9
Thursday	3/12/2020	9	0	9
Friday	3/13/2020	9	0	9
Saturday	3/14/2020	9	0	9
Sunday	3/15/2020	9	0	9
Monday	3/16/2020	9	0	9
Tuesday	3/17/2020	9	0	9
Wednesday	3/18/2020	9	0	9
Thursday	3/19/2020	9	0	9
Friday	3/20/2020	9	5	14
Saturday	3/21/2020	9	5	14
Sunday	3/22/2020	9	0	9
Monday	3/23/2020	9	0	9
Tuesday	3/24/2020	9	0	9
Wednesday	3/25/2020	9	0	9
Thursday	3/26/2020	9	0	9
Friday	3/27/2020	9	5	14
Saturday	3/28/2020	9	5	14
Sunday	3/29/2020	9	0	9
Monday	3/30/2020	9	0	9
Tuesday	3/31/2020	9	0	9
Wednesday	4/1/2020	9	0	9
Thursday	4/2/2020	9	0	9
Friday	4/3/2020	9	5	14
Saturday	4/4/2020	9	5	14
Sunday	4/5/2020	9	0	9
Friday	11/20/2020	9	5	14
Saturday	11/21/2020	9	5	14
Sunday	11/22/2020	9	0	9
Monday	11/23/2020	9	0	9
Tuesday	11/24/2020	9	0	9
Wednesday	11/25/2020	9	0	9
Thursday	11/26/2020	9	0	9
Friday	11/27/2020	9	5	14
Saturday	11/28/2020	9	5	14
Sunday	11/29/2020	9	0	9
Monday	11/30/2020	9	0	9
Tuesday	12/1/2020	9	0	9
Wednesday	12/2/2020	9	0	9
Thursday	12/3/2020	9	0	9
Friday	12/4/2020	9	5	14
Saturday	12/5/2020	9	5	14
Sunday	12/6/2020	9	0	9
Monday	12/7/2020	9	0	9
Tuesday	12/8/2020	9	0	9
Wednesday	12/9/2020	9	0	9
Thursday	12/10/2020	9	0	9
Friday	12/11/2020	9	5	14
Saturday	12/12/2020	9	5	14
Sunday	12/13/2020	9	0	9
Monday	12/14/2020	9	0	9
Tuesday	12/15/2020	9	0	9
Wednesday	12/16/2020	9	0	9
Thursday	12/17/2020	9	0	9
Friday	12/18/2020	9	5	14
Saturday	12/19/2020	9	5	14

Monday	7/20/2020	9	0	9
Tuesday	7/21/2020	9	0	9
Wednesday	7/22/2020	9	0	9
Thursday	7/23/2020	9	0	9
Friday	7/24/2020	9	5	14
Saturday	7/25/2020	9	5	14
Sunday	7/26/2020	9	0	9
Monday	7/27/2020	9	0	9
Tuesday	7/28/2020	9	0	9
Wednesday	7/29/2020	9	0	9
Thursday	7/30/2020	9	0	9
Friday	7/31/2020	9	5	14
Saturday	8/1/2020	9	5	14
Sunday	8/2/2020	9	0	9
Monday	8/3/2020	9	0	9
Tuesday	8/4/2020	9	0	9
Wednesday	8/5/2020	9	0	9
Thursday	8/6/2020	9	0	9
Friday	8/7/2020	9	5	14
Saturday	8/8/2020	9	5	14
Sunday	8/9/2020	9	0	9
Monday	8/10/2020	9	0	9
Tuesday	8/11/2020	9	0	9
Wednesday	8/12/2020	9	0	9
Thursday	8/13/2020	9	0	9
Friday	8/14/2020	9	5	14
Saturday	8/15/2020	9	5	14
Sunday	8/16/2020	9	0	9
Monday	8/17/2020	9	0	9
Tuesday	8/18/2020	9	0	9
Wednesday	8/19/2020	9	0	9
Thursday	8/20/2020	9	0	9
Friday	8/21/2020	9	5	14
Saturday	8/22/2020	9	5	14
Sunday	8/23/2020	9	0	9
Monday	8/24/2020	9	0	9
Tuesday	8/25/2020	9	0	9
Wednesday	8/26/2020	9	0	9
Thursday	8/27/2020	9	0	9
Friday	8/28/2020	9	5	14
Saturday	8/29/2020	9	5	14
Sunday	8/30/2020	9	0	9
Monday	8/31/2020	9	0	9
Tuesday	9/1/2020	9	0	9
Wednesday	9/2/2020	9	0	9
Thursday	9/3/2020	9	0	9
Friday	9/4/2020	9	5	14
Saturday	9/5/2020	9	5	14
Sunday	9/6/2020	9	0	9
Monday	9/7/2020	9	0	9
Tuesday	9/8/2020	9	0	9
Wednesday	9/9/2020	9	0	9
Thursday	9/10/2020	9	0	9
Friday	9/11/2020	9	5	14
Saturday	9/12/2020	9	5	14
Sunday	9/13/2020	9	0	9
Monday	9/14/2020	9	0	9
Tuesday	9/15/2020	9	0	9
Wednesday	9/16/2020	9	0	9
Thursday	9/17/2020	9	0	9
Friday	9/18/2020	9	5	14
Saturday	9/19/2020	9	5	14
Sunday	9/20/2020	9	0	9
Monday	9/21/2020	9	0	9
Tuesday	9/22/2020	9	0	9
Wednesday	9/23/2020	9	0	9

Sunday	12/20/2020	9	0	9
Monday	12/21/2020	9	0	9
Tuesday	12/22/2020	9	0	9
Wednesday	12/23/2020	9	0	9
Thursday	12/24/2020	9	0	9
Friday	12/25/2020	9	5	14
Saturday	12/26/2020	9	5	14
Sunday	12/27/2020	9	0	9
Monday	12/28/2020	9	0	9
Tuesday	12/29/2020	9	0	9
Wednesday	12/30/2020	9	0	9
Thursday	12/31/2020	9	5	14

1437

Thursday	9/24/2020	9	0	9
Friday	9/25/2020	9	5	14
Saturday	9/26/2020	9	5	14
Sunday	9/27/2020	9	0	9
Monday	9/28/2020	9	0	9
Tuesday	9/29/2020	9	0	9
Wednesday	9/30/2020	9	0	9
Thursday	10/1/2020	9	0	9
Friday	10/2/2020	9	5	14
Saturday	10/3/2020	9	5	14
Sunday	10/4/2020	9	0	9
Monday	10/5/2020	9	0	9
Tuesday	10/6/2020	9	0	9
Wednesday	10/7/2020	9	0	9
Thursday	10/8/2020	9	0	9
Friday	10/9/2020	9	5	14
Saturday	10/10/2020	9	5	14
Sunday	10/11/2020	9	0	9
Monday	10/12/2020	9	0	9
Tuesday	10/13/2020	9	0	9
Wednesday	10/14/2020	9	0	9
Thursday	10/15/2020	9	0	9
Friday	10/16/2020	9	5	14
Saturday	10/17/2020	9	5	14
Sunday	10/18/2020	9	0	9

1579

# JUNE 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
					Balloon Festival	
					Music on the Green 5-7 RP TBD	
<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
Balloon Festival				WOW Festival		
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD			Music on the Green 5-7 RP TBD	
<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
WOW Festival			Market on the Plaza 11-4 HP	Bluegrass Festival		
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Firstgrass Concert 6-8 SP TBD TBD	Movies Under the Stars 8:45 pm RP TBD	Music on the Green 5-7 RP TBD	Movies Under the Stars 8:45 pm RP TBD
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>
Bluegrass Festival			Market on the Plaza 11-4 HP	Wine Festival Yoga Festival		
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Sunset Concert 6-8 SP TBD	Movies Under the Stars 8:45 pm RP TBD	Music on the Green 5-7 RP TBD	Movies Under the Stars 8:45 pm RP TBD
<b>28</b>	<b>29</b>	<b>30</b>				
Wine Festival Yoga Festival	Plein Air Fest (29th-5th)					
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD				
		Notes				
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     HP = Heritage Plaza                      SP = Sunset Plaza                      RP = Reflection Plaza                      CCP = Conference Center Plaza                 </div>			Calendar Templates by Vertex42.com <a href="https://www.vertex42.com/calendars/">https://www.vertex42.com/calendars/</a> © 2019 Vertex42 LLC. Free to print.	

# JULY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b> <i>Independence Day</i>
			Plein Air Fest (29th-5th)			Movies Under the Stars
			Market on the Plaza 11-4 HP	Movies Under the Stars 8:45 pm RP TBD	Red, White & Blues Kids Activities 1-5 SP	Red, White & Blues Kid Activities 1-5 HP
			Sunset Concert 6-8 SP TBD		Live Music 6-8 SP TBD	Live Local Music 1-9 HP TBD
<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
Plein air Fest					Ride Fest	
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Sunset Concert 6-8 SP TBD	Movies Under the Stars 8:45 pm RP TBD	Music on the Green 5-7 RP TBD	Movies Under the Stars 8:45 pm RP TBD
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
The Ride Festival						Art & Architecture
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Sunset Concert 6-8 SP TBD	Movies Under the Stars 8:45 pm RP TBD	Music on the Green 5-7 RP TBD	Movies Under the Stars 8:45 pm RP TBD
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
Art & Architecture Shakespear in the Park (18th -26th)						Telluride 100 Bike Race
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Sunset Concert 6-8 SP TBD	Movies Under the Stars 8:45 pm RP TBD	Music on the Green 5-7 RP TBD	Movies Under the Stars 8:45 pm RP TBD
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Sunset Concert 6-8 SP TBD	Movies Under the Stars 8:45 pm RP TBD	Music on the Green 5-7 RP TBD	
		Notes				
		HP = Heritage Plaza SP = Sunset Plaza RP = Reflection Plaza CCP = Conference Center Plaza			Calendar Templates by Vertex42.com <a href="https://www.vertex42.com/calendars/">https://www.vertex42.com/calendars/</a> © 2019 Vertex42 LLC. Free to print.	

# AUGUST 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						<b>1</b> Movies Under the Stars 8:45 pm RP TBD
<b>2</b> Live Local Music 2-4 HP TBD	<b>3</b> Live Local Music 2-4 HP TBD	<b>4</b> Live Local Music 2-4 HP TBD	<b>5</b> Market on the Plaza 11-4 HP Sunset Concert 6-8 SP TBD	<b>6</b> Movies Under the Stars 8:45 pm RP TBD	<b>7</b> Jazz Fest & Chamber Music Fest Music on the Green 5-7 RP TBD	<b>8</b> Movies Under the Stars 8:45 pm RP TBD
<b>9</b> Jazz Fest Chamber Music Fest Live Local Music 2-4 HP TBD	<b>10</b> Live Local Music 2-4 HP TBD	<b>11</b> Live Local Music 2-4 HP TBD	<b>12</b> Sunset Concert 6-8 SP TBD	<b>13</b> Movies Under the Stars 8:45 pm RP TBD	<b>14</b> Telluride Mushroom Festival Music on the Green 5-7 RP TBD	<b>15</b> Movies Under the Stars 8:45 pm RP TBD
<b>16</b> Mushroom Festival Live Local Music 2-4 HP TBD	<b>17</b> Live Local Music 2-4 HP TBD	<b>18</b> Live Local Music 2-4 HP TBD	<b>19</b>	<b>20</b>	<b>21</b> Music on the Green 5-7 RP TBD	<b>22</b>
<b>23</b> Live Local Music 2-4 HP TBD	<b>24</b> Live Local Music 2-4 HP TBD	<b>25</b> Live Local Music 2-4 HP TBD	<b>26</b>	<b>27</b>	<b>28</b> Music on the Green 5-7 RP TBD	<b>29</b>
<b>30</b> Live Local Music 2-4 HP TBD	<b>31</b> Live Local Music 2-4 HP TBD	Notes HP = Heritage Plaza SP = Sunset Plaza RP = Reflection Plaza CCP = Conference Center Plaza			Calendar Templates by Vertex42.com <a href="https://www.vertex42.com/calendars/">https://www.vertex42.com/calendars/</a> © 2019 Vertex42 LLC. Free to print.	



# SEPTEMBER 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
		Live Local Music 2-4 HP TBD			Music on the Green 5-7 RP TBD	Film Fest
<b>6</b>	<b>7</b> <i>Labor Day</i>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Film Fest		Live Local Music 2-4 HP TBD			Music on the Green 5-7 RP TBD	
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD			Music on the Green 5-7 RP TBD	
<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>
		Live Local Music 2-4 HP TBD			Blues & Brews	
Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD	Live Local Music 2-4 HP TBD		Sunset Blues 5:00-7 SP TBD		
<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
Blues & Brews					Telluride Festival of Cars & Colors	M2D Bike Race
<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>			
Cars & Colors						
		Notes				
		HP = Heritage Plaza SP = Sunset Plaza RP = Reflection Plaza CCP = Conference Center Plaza			Calendar Templates by Vertex42.com <a href="https://www.vertex42.com/calendars/">https://www.vertex42.com/calendars/</a> © 2019 Vertex42 LLC. Free to print.	

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION  
PLAZA LICENSE AGREEMENT**

This License Agreement (the "**License Agreement**") is made, effective as of the 31 day of January 2017, (the "**Effective Date**"), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, ("Licensee") and the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado (the "**Town**"). Licensee and the Town may be collectively referred to herein as the "**Parties**" or individually referred to herein as "**Party**".

**RECITALS**

1. Licensee is promotional association, as defined by C.R.S. 12-47-103(24.5); which has been certified by the Town to operate a common consumption area as defined by C.R.S. 12-47-103(6.6).
2. Licensee applied and received approval from the Town for the certification as a promotional association and Common Consumption Area, a portion of which is located on Town owned Open Space Tract OS-3X (the "Plaza") as depicted on Exhibit "A" attached hereto (the "Town Plaza Area").
3. The Town desires to grant, and Licensee desires to accept, the license described below for purposes of allowing Licensee to (i) conduct and liquor operations in conformance with Licensees approval of a common consumption area in, on, and over the Town Plaza Area, all as further set forth below.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, Licensee and the Town hereby agree as follows:

1. GRANT OF LICENSE. The Town hereby grants Licensee a license over the Town Plaza Area, as follows:
  - a. Licensee shall be permitted to have a common consumption area in accordance with Licensees approval of such common consumption area on the dates listed in the approval of such common consumption area and dates added pursuant to requirements of the approval of the common consumption area.
  - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
  - c. Licensee shall be allowed to permit the consumption of alcohol on the Town Plaza Area including, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
2. TERM. This License Agreement shall commence on the Effective Date and shall terminate on January 30, 2019, unless terminated earlier pursuant to Paragraph 8 below (the "**Term**"). This License Agreement shall automatically renew for additional one year terms upon the successful recertification of the promotional association and common consumption area.

3. LOCATION.

- a. Licensee shall use signage, fencing and/or other physical markers/landmarks to designate the boundaries of the common consumption area in accordance with Licensee's approval of the common consumption area and shall comply with all security requirements of such approval. Such signage, fencing and or other physical markers, and other personal property of Licensee shall be removed immediately at the conclusion of each approved event.

4. USE.

- a. The Licensee shall ensure that no alcohol is sold, served or taken outside of the common consumption area.
- b. Licensee shall use and maintain the Town Plaza Area and common consumption area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of all users of the common consumption area and Town Plaza Area.
- c. Licensee shall ensure that adequate trash and recycling receptacles are placed in the common consumption area for each event.

5. MAINTENANCE.

- a. Licensee agrees to repair and/or replace any damage to any portion of the Town Plaza Area only to the extent any damages shall be caused by or in connection with Licensee's use thereof, (including, without limitation, the placement any personal property on the Town Plaza Area). All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. The Town, in its sole reasonable discretion, shall determine when the Town Plaza Area is in need of repair or replacement due to the activities of Licensee and/or its customers in the Town Plaza Area.
- b. Licensee shall clean the Town Plaza Area by removing debris, trash, sweeping and washing down the Town Plaza Area after each event.

6. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless the Town and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature (exclusive of punitive damages) incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this License Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Licensee's operation and its use of the Town Plaza Area.

7. INSURANCE REQUIREMENTS.

- a. Licensee shall carry general liability insurance covering all, and liquor operations permitted pursuant to the License in an amount no less than \$1,000,000.00 for a single occurrence and \$1,000,000.00 in the aggregate, with the Town as a named insured on such policy. Licensee shall be required to provide to the Town a "*Certificate of Insurance*" evidencing such coverage for the Term of this License Agreement.

- b. The general liability insurance policy and the "*Certificate of Insurance*" must be effective for the Term of the License Agreement, commencing as of the Effective Date.
- c. The Licensee shall cease all operations on the Town Plaza Area and common consumption area immediately upon cancellation the insurance coverage required pursuant to this Paragraph 7, in accordance with any notice of cancellation received by Licensee.

8. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("**Notice of Default**"). If the defaulting Party has failed to cure or reasonably commence curing said default or breach within 10 business days after such Notice of Default is provided (an "**Uncured Default**"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination. In addition, in the event of an Uncured Default on behalf of Licensee, the Town shall have the right to partially terminate this License Agreement (in lieu of full termination) by revoking any specific right granted to Licensee, without limitation, removing any portion of the Outside Seating Areas from the License.
- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8 a. above, this License Agreement may be terminated, as follows:
  - i. In the event that the promotional association or common consumption area is decertified or is not re-certified on an annual basis this License Agreement shall be automatically terminated.
- c. Upon any termination of this License Agreement, Licensee shall restore the Town Plaza Area to their original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the Town Plaza Areas pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.
- d. The Town shall have the right to terminate this License Agreement for convenience at the Town's sole discretion and without penalty by giving Licensee thirty (30) days written notice of termination for convenience.

9. HOURS OF OPERATION.

- a. Alcohol shall only be permitted in the Town Plaza Areas and common consumption areas during those hours as approved by the Town in the Licensees approval of the promotional association and common consumption area.

10. LICENSE FEES.

- a. To be paid by the Licensee:
  - i. During the term of this License Agreement, the Licensee shall post a \$500.00 cash performance bond to assure full compliance with the terms hereof (the "**Performance Bond**"). The Performance Bond may be applied to any unpaid fines or charges outstanding for more than 45 days at any time during the Term. The Performance Bond



**If to the Town:**

Kim Montgomery, Town Manager  
Town of Mountain Village  
455 Mountain Village Blvd., Suite A  
Mountain Village, CO 81435  
Email: [kmontgomery@mtnvillage.org](mailto:kmontgomery@mtnvillage.org)  
Phone: (970) 728-8000

**(With a copy to):**

James Mahoney, Esq.  
J. David Reed P.C.  
1047 South 1<sup>st</sup> Street  
Montrose, CO 81401  
Email: [jmahoney@jdreedlaw.com](mailto:jmahoney@jdreedlaw.com)  
Phone: (970) 249-3806

*(Signature Pages Follow)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By:

  
Adam Singer, President

TOWN:

TOWN OF MOUNTAIN VILLAGE,  
a Colorado home-rule municipality  
and political subdivision of the state of Colorado

By:

  
Kim Montgomery, Town Manager

Approved as to Form:

**James  
Mahoney**

Digitally signed by James Mahoney  
DN: cn=James Mahoney, o=J. David  
Reed, P.C., ou,  
email=jmahoney@jdreedlaw.com,  
c=US  
Date: 2017.04.17 13:25:20 -06'00'

Jim Mahoney, Town Attorney



**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION  
TSG OPEN SPACE LICENSE AGREEMENT**

This License Agreement (the “**License Agreement**”) is made, effective as of the 5<sup>th</sup> day of June, 2019 (the “**Effective Date**”), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, (“**Licensee**”) and TSG SKI & GOLF, LLC, a Delaware limited liability company (“**TSG**”). Licensee and TSG may be collectively referred to herein as the “**Parties**” or individually referred to herein as “**Party**”.

**RECITALS**

1. Licensee is promotional association, as defined by C.R.S. 12-47-103(24.5); which has been certified by the Town of Mountain Village (“**Town**”) to operate a common consumption area as defined by C.R.S. 12-47-103(6.6).
2. Licensee applied and received approval from Town for the certification as a promotional association and Common Consumption Area, a portion of which is located on TSG owned Open Space Tract OS-3CR (“**TSG Open Space Tract**”) as depicted on Exhibit “A-1” attached hereto. The Town approved common consumption area is shown on Exhibit “A-2” attached hereto.
3. TSG desires to grant, and Licensee desires to accept, the license described below for purposes of allowing Licensee to conduct liquor operations in conformance with Licensee’s approval of a common consumption area in, on, and over the TSG Open Space Tract, all as further set forth below.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, Licensee and TSG hereby agree as follows:

1. GRANT OF LICENSE. TSG hereby grants Licensee a license over the TSG Open Space Tract, as follows:
  - a. Licensee shall be permitted to have a common consumption area in accordance with Licensee’s Town approval of such common consumption area on the dates and hours listed in the approval of such common consumption area, set forth below under Dates and Hours of Operation.
  - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
  - c. Licensee shall be allowed to permit the consumption of alcohol on the TSG Open Space Tract, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
2. TERM. This License Agreement shall commence on the Effective Date and shall terminate on October 21, 2019, unless terminated earlier pursuant to Paragraph 8 below (the “**Term**”). This License Agreement shall automatically renew for two additional one year terms (each a separate “**Renewal Term**”) upon the successful recertification of the promotional association and common consumption area.



### 3. LOCATION.

- a. Licensee shall use signage, fencing and/or other physical markers/landmarks to designate the boundaries of the common consumption area in accordance with Licensee's approval of the common consumption area and shall comply with all security requirements of such approval. Such signage, fencing and or other physical markers, and other personal property of Licensee shall be removed immediately at the conclusion of each approved event.

### 4. DATES AND HOURS OF OPERATION.

- a. Alcohol shall only be permitted in the common consumption area, including TSG's open space areas within the common consumption area, during those hours as approved in the Licensee's approval of the promotional association and common consumption area.
- b. These dates and hours include every day, seven days a week, from Noon to 9 pm, from June 15 through October 20 during the Term and any Rencwal Term.
- c. For informational purposes, and because these events will require additional security, special events already booked throughout the 2019 Term are listed in Exhibit B, attached hereto.
- d. Licensee agrees it will shut down the common consumption area upon the Town's request for any specific date wherein the Town is supporting an event where the common consumption area is not needed or desired.

### 5. USE.

- a. The Licensee shall ensure that no alcohol is sold, served or taken outside of the common consumption area.
- b. Licensee shall use and maintain the TSG Open Space Tract and common consumption area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of all users of the common consumption area and TSG Open Space Tract.
- c. Licensee shall ensure that adequate trash and recycling receptacles are placed in the common consumption area for each event.

### 6. MAINTENANCE.

- a. Licensee shall at its sole cost and expense: (1) incur all costs associated with the promotional association, common consumption area and all events licensed under this Agreement; (2) minimize disturbance to the natural condition of the surface area of the TSG Open Space Tract; and (3) promptly cause any disturbance of the natural condition of the surface area of the TSG Open Space Tract to be reseeded, recontoured and reconstructed as may be necessary to return such area as nearly as practical to its condition prior to the event. This maintenance obligation includes the placement of any personal property on the TSG Open Space Tract. All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. TSG, in its sole reasonable discretion, shall determine when the TSG Open Space Tract is in need of repair or replacement due to the activities of Licensee and/or its customers in the TSG Open Space Tract.
- b. Licensee shall clean the TSG Open Space Tract by removing debris and trash after each event.

7. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless TSG and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature, including attorney's fees, incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this License Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Licensee's operation and its use of the TSG Open Space Tract.

8. INSURANCE REQUIREMENTS.

- a. Licensee shall carry general liability insurance covering all, and liquor operations permitted pursuant to the License in an amount no less than \$1,000,000.00 for a single occurrence and \$1,000,000.00 in the aggregate, with TSG as a named insured on such policy. Licensee shall be required to provide to the TSG a "*Certificate of Insurance*" evidencing such coverage for the Term of this License Agreement.
- b. The general liability insurance policy and the "*Certificate of Insurance*" must be effective for the Term of the License Agreement, commencing as of the Effective Date.
- c. The Licensee shall cease all operations on the TSG Open Space Tract and common consumption area immediately upon cancellation of the insurance coverage required pursuant to this Paragraph 7, in accordance with any notice of cancellation received by Licensee.

9. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("**Notice of Default**"). If the defaulting Party has failed to cure or reasonably commence curing said default or breach within 10 business days after such Notice of Default is provided (an "**Uncured Default**"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination.
- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8 a. above, this License Agreement may be terminated, as follows:
  - i. In the event that the promotional association or common consumption area is decertified or is not re-certified on an annual basis this License Agreement shall be automatically terminated.
- c. Upon any termination of this License Agreement, Licensee shall restore the TSG Open Space Tract to their original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the TSG Open Space Tract pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.
- d. Either party shall have the right to terminate this License Agreement for convenience at the party's sole discretion and without penalty by giving the other party sixty (60) days written notice of termination for convenience.

10. ADDITIONAL TERMS AND CONDITIONS.

- a. The Licensee shall comply with all applicable local, state and federal rules, regulations and laws.
- b. In the event of any legal action between the parties with respect to this License Agreement and the license herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorney's fees.
- c. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without TSG's prior written approval.
- d. This License Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement may be executed in counterparts.

11. NOTICE. All notices, demands or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows (with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

**If to Licensee:**

Adam Singer  
Mountain Village Promotional Association  
113 Lost Creek Lane, St A  
Mountain Village, CO 81435  
Email: [SRoth@tellurideskiresort.com](mailto:SRoth@tellurideskiresort.com)  
Phone: (970) 728-7314

**(With a copy to):**

Heidi Stenhammer  
TMVOA  
113 Lost Creek Lane, Suite A  
Mountain Village, CO 81435  
Email: [sara@tmvoa.org](mailto:sara@tmvoa.org)  
Phone: (970) 728-1904 x7

**If to the TSG:**

Bill Jensen, CEOTSG Ski & Golf  
620 Mountain Village Blvd.  
Mountain Village, CO 81435  
Email: [bjensen@tellurideskiresort.com](mailto:bjensen@tellurideskiresort.com)

**(With a copy to):**

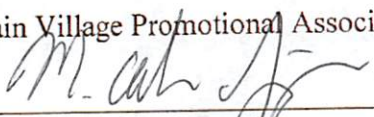
Stefanie Solomon, Esq.  
TSG Ski & Golf  
620 Mountain Village Blvd  
Mountain Village, CO 81435  
Email: [ssolomon@tellurideskiresort.com](mailto:ssolomon@tellurideskiresort.com)  
Phone: (970) 728-7318

*(Signatures on next page)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By:   
Adam Singer, President

TSG:

TSG SKI & GOLF, LLC  
a Delaware limited liability company

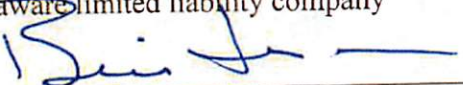
By:   
Bill Jensen, CEO

Exhibit A





## EVENT LICENSE AND STAGE RENTAL AGREEMENT

**THIS EVENT LICENSE AND STAGE RENTAL AGREEMENT** (this “**Agreement**”) is made and entered into this 2 day of Jan, 2020 (the “Effective Date”), by and between TSG SKI & GOLF, LLC, a Delaware limited liability company (“**TSG**”) and Telluride Mountain Village Owners Association, a Colorado non-profit corporation (“**TMVOA**”).

### RECITALS

- A. WHEREAS, TSG is the record owner of Open Space Tract OS-3CR (the “**TSG Open Space Tract**”), a parcel of land located within the Town of Mountain Village (the “**Town**”) as shown on **Exhibit A** attached hereto;
- B. WHEREAS, TMVOA provides various services, functions and amenities within the Town for the use and enjoyment of residents and guests within the Town and members/owners of TMVOA;
- C. WHEREAS, as an amenity, TMVOA desires to host and operate various Events (defined below) that benefit the members/owners of TMVOA and business owners, residents and guests of Mountain Village and TSG on portions of the TSG Open Space Tract during the summer and fall months of 2020 – 2022.
- D. WHEREAS, TMVOA desires to obtain from TSG license rights to host and operate the Events on a portion of the TSG Open Space Tract and to lease certain equipment from TSG during the License Term (described below), and TSG has agreed to grant a license and lease equipment to TMVOA to host and operate the Events on a portion of the TSG Open Space Tract during the License Term, subject to the terms and conditions set forth herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **GRANT OF LICENSE:** TSG hereby grants to TMVOA a non-exclusive license (“**License**”) to use the TSG Open Space Tract for the Events (defined below) on the terms and conditions set forth herein. TMVOA and TSG acknowledge that the License granted herein and use of the TSG Open Space Tract during the License Term is limited to the Events described below and is provided by TSG to TMVOA free of charge for the use and enjoyment by the TMVOA general membership and the general public.
- 2. **EVENTS:** The “**Events**” that are the subject of this License Agreement are approved to be operated and conducted upon the TSG Open Space Tract during the License Term are as follows:
  - A. Red, White & Blue Concert. Musical performance and related events and programs to be held on July 3 of each year during the License Term.

## Sunset Concert Series License and Stage Rental Agreement

Page 2 of 5

- B. **Sunset Concert Series.** A series of musical concerts to be held primarily on Wednesdays during the months of June, July and August. TMVOA may schedule additional Sunset Concerts only with written approval from TSG prior to the concert or event.
- C. **Additional Events:** Any Additional Event from June through September, if the Event License Area (defined below) and Equipment (defined below) are both available and the Additional Event is approved in writing by TSG. If TMVOA desires an Additional Event, TMVOA must notify TSG and TSG shall have five (5) business days to respond via e-mail to TMVOA, either approving or denying the Additional Event, in TSG's sole discretion, based upon availability of the Event License Area and Equipment.
3. **TERM/TERMINATION:** The License shall be effective for a period commencing on January 3, 2020, and terminating on January 2, 2023 ("**License Term**") and may be terminated by either party without cause upon sixty (60) days prior written notice to the other party.
4. **USE AREA:** The Events shall be conducted and operated upon those areas of the TSG Open Space Tract depicted as "**Event License Areas**" on **Exhibit A** attached hereto and incorporated herein. The Events involve the erection of a stage and sound and video equipment on a portion of the Event License Areas and public seating occurring on the hillside, grassy portions of the Event License. A TSG banner will be prominently displayed on or near the stage at all Events showing TSG's sponsorship of the Events.

### *Existing agreement*

- 4.1 **Lawn Care.** TSG, for the benefit of TMVOA, shall provide weekly lawn care maintenance including but not limited to, lawn cutting, weed care, fertilization, and watering to the Event License Area using TSG employees and equipment throughout the term of the Agreement ("**Lawn Care Maintenance**"). In exchange for Lawn Care Maintenance, TMVOA shall pay Five-Thousand Three Hundred Dollars (\$5,300.00), each year of this Agreement, to TSG for provision of the Lawn Care Maintenance. Upon receipt of an invoice each and every License year, TMVOA shall tender payment to TSG within thirty (30) days.
5. **EQUIPMENT RENTAL:** TSG agrees to provide TMVOA the following equipment for rental: **the Marshal Austin Portable Stage and accessories** ("Equipment"), as needed and as available during the License Term. TMVOA understands and agrees that TMVOA shall contract with and hire All Phases Events Group, LLC ("All Phases"), as the sole and exclusive company to transport, set up and take down the Equipment. All Phases and its agents, employees and subcontractors are the sole authorized personnel to provide services for transport, set-up and removal of Equipment for the Events and Additional Events and that set up and removal process of the equipment must occur under the direction, operation and management of All Phases ("Installation and Removal"). TMVOA understands and agrees that TSG will not be involved or assist in any way whatsoever with the Installation and Removal of the Stage. TMVOA further agrees and understands that any and all site fees or approvals for use of the Equipment and operation of the Event during the Term are the sole and exclusive responsibility of TMVOA. TMVOA understands, acknowledges and

## Sunset Concert Series License and Stage Rental Agreement

Page 3 of 5

agrees that TSG accepts no responsibility or liability for any act, or omission or any injury or damage of any kind or nature arising from, or related to the Event, Additional Events or Equipment or Installation and Removal of the Equipment. TMVOA will reimburse TSG for out of pocket repair or moving expenses, if any.

- A. **Rental Fee.** A Rental Fee of **\$0.00** shall be due and payable to TSG upon execution of this Agreement. Separate and apart from Rental Fee, TMVOA agrees to sign a Promissory Note payable to Lessor in the amount of \$1,000 which shall be considered as a damage deposit (“Damage Deposit”). Said Note shall be cancelled upon satisfactory inspection by TSG at the conclusion of the License Term.
- B. **No Property Rights.** The Equipment shall at all times remain and be the sole and exclusive property of TSG, and neither TMVOA nor All Phases shall have any right or interest in and to the property, other than the right to use and possess the same, upon the conditions contained herein during the Term. The Equipment shall be used only by TMVOA, and their agents, officers, employees, subcontractors, operatives (“Authorized Parties”) in the direct employ of TMVOA. TSG and its employees and agents shall at all times have free access to the Equipment for the purpose of inspecting it or monitoring Equipment use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and TMVOA shall afford all reasonable access to facilities for this purpose.
- C. **Equipment Condition; Disclaimer.** TMVOA leases the Equipment from TSG “AS IS” free of any representations or warranties, express or implied, of any kind or nature by TSG as to the value, condition quality, material, workmanship, design, capacity, merchantability, durability, fitness or suitability of the Equipment for any use or purpose. TMVOA agrees that upon set up, and prior to usage for the Event, TMVOA shall inspect the Equipment for damage and wear and tear and to note same to TSG prior to the Event. Failure of TMVOA to inspect as noted herein shall release TSG of any liability or responsibility associated therewith. TMVOA shall at its sole cost and expense during the Term keep and maintain the Equipment in good state of condition and repair, reasonable wear and tear excepted, and shall not permit anyone to injure, damage or deface any portion of the Equipment. Failure to report any damage to the Equipment by TMVOA shall entitle TSG to make reasonable and necessary repairs to the Equipment at the sole discretion of TSG, with notice provided to TMVOA, and permit TSG to deduct such repairs from the Damage Deposit upon completion of such repairs.
- D. **Costs for Damages/Repairs.** Any damages to the Equipment incurred during the Term which is not caused by ordinary wear and tear shall be repaired at TMVOA’s sole cost and expense for parts costs and at a shop rate to be determined at the sole discretion of TSG. In the event damage to the Equipment occurs, TMVOA agrees to immediately notify TSG of such damage and to document (including photography or video) such damage for the purposes of inspection by TSG for determination of costs of repair of Equipment.
6. **MAINTENANCE AND OPERATIONS:** TMVOA shall, at its sole cost and expense: (i) incur all costs associated with the Events, (ii) ensure that all construction activities related to the Events are carried out in a workmanlike and professional manner; (iii) minimize disturbance to the natural condition of the surface area of the Event License Areas; and, (iv) promptly cause any disturbance



Sunset Concert Series License and Stage Rental Agreement

Page 4 of 5

to the natural condition of the surface area of the Event License Areas to be reseeded, recontoured and reconstructed as may be necessary to return such area as nearly as practicable to its condition prior to the Events.

7. **INSURANCE:** TMVOA shall keep in full force and effect for the entire License Term a commercial general liability insurance policy (the "**Policy**") with minimum coverage limits of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate. Said Policy and coverage limits shall cover all types of liability associated with this Agreement, the Equipment and the License. TMVOA shall provide to TSG within seven (7) days of execution of this Agreement a certificate of insurance naming TSG as an additional insured on the Policy. TSG shall be given thirty (30) days written notice by certified mail of any cancellation or change in the Policy.
8. **INDEMNIFICATION:** TMVOA shall indemnify, defend and hold harmless TSG Ski & Golf, LLC, its parents, subsidiaries and affiliates and their respective insurance carriers, agents, employees, representatives, assignees, directors, officers, partners, members and/or shareholders from and against any and all liability, claims, liens, demands, actions and causes of action whatsoever (including attorney's fees and expenses) arising in connection with or related to (i) the Events, including, without limitation, any use of equipment, or (ii) any negligent or intentional act, error or omission of TMVOA, its directors or any TMVOA personnel during the Term of this Agreement and related to the Event and its production.
9. **COMPLETE AGREEMENT:** This Agreement expresses the full and complete understanding of the parties with respect to the terms and conditions set forth herein, and supersedes all prior and contemporaneous proposals, agreements, representations and understandings and may not be contradicted by evidence of any prior or contemporaneous agreement.
10. **GOVERNING LAW:** The parties hereto consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained and venue shall be proper in state courts sitting in San Miguel County, Colorado or Federal District Court of the State of Colorado.
11. **NOTICES:** All notices, notifications and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand, sent by telecopy (with confirmation of receipt), e-mailed, or mailed by registered or certified first class mail, return receipt requested (postage prepaid) to the parties at the following addresses:

If to TMVOA:

Telluride Mountain Village Owners Association  
113 Lost Creek Lane, Suite A  
Mountain Village, CO 81435  
Attention: Heidi Stenhammer  
E-mail: heidi@tmvoa.org  
Phone: (970) 728-1904

Sunset Concert Series License and Stage Rental Agreement

Page 5 of 5


If to TSG:

TSG SKI & GOLF, LLC  
565 Mountain Village Blvd.  
Mountain Village, CO 81435  
Attention: Bill Jensen  
Phone: (970) 728-7323  
E-mail: [bill@telski.com](mailto:bill@telski.com)

12. **ASSIGNMENT:** This Agreement may not be assigned by any party without the express written consent of all the other parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION**

By:   
Anton Benitez, President & CEO

**TSG SKI & GOLF, LLC**, a Delaware limited liability company

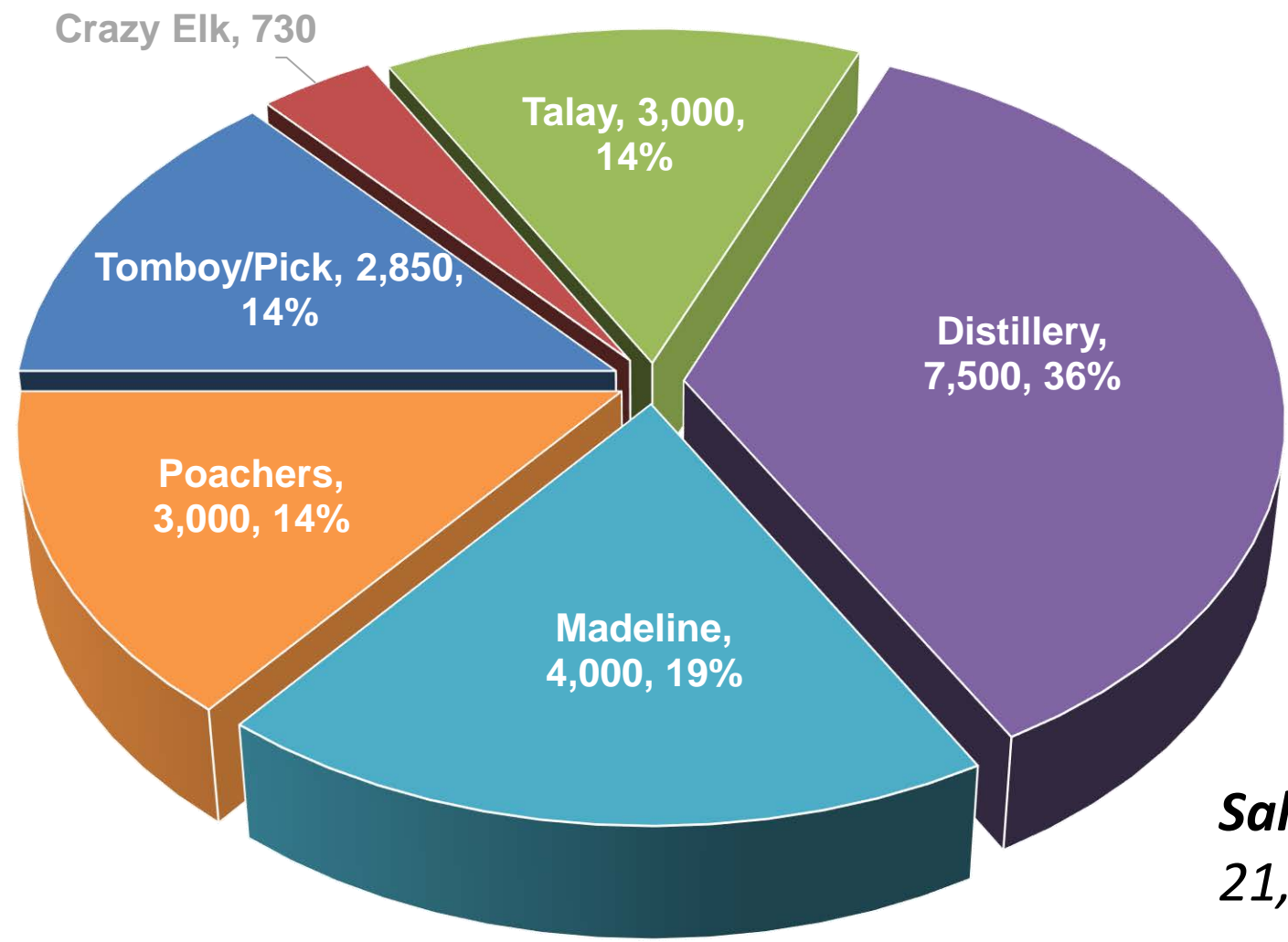
By: \_\_\_\_\_  
Bill Jensen, CEO

**CCA Summer 2019 Feedback, Expenses & Cups Used**

Liquor Establishments	Overall Rating	Likes	Dislikes	Incremental	Add'l Comments	Responded by Survey or Email
Tomboy/Pick	Good	Seems much easier to explain to visitors.	Not being able to access the Peaks.		2%	Email Survey
Crazy Elk	Good	Seems much easier to explain to visitors.	Not being able to access the Peaks.		2%	Email Survey
Talay	Excellent	Seems much easier to explain to visitors.	Not being able to access the Peaks.		2%	Email Survey
Distillery	Excellent	Giving the consumers the freedom to have cocktails while walking around the MV core	I wish the hours were extended	It's hard to say, this is our first summer season with our tasting room in the mtn village, so we dont have sales numbers to compare to. I would say the majority of our sales during the sunset concert series would be incremental and then a fraction of cups used besides this would be considered as well. I would think about half of our total cups used, so about 2500-3000. I could see these numbers being much higher in the winter with the increase in retail sales at ski shops and the time involved in getting fitted for rentals or ski boots.		Let's keep it going, this is great for the MV! SurveyMonkey
Madeline	Excellent	Didn't Answer	Didn't Answer			
Poachers	Excellent	I like the possibilities of the CCA, what could be done with different events and combining them with the CCA. I also like the positive effects on guest experience.	I didn't see a significant use of the CCA in my plaza outside of the concert series. I would like to see a restructuring of the sunset plaza with an added fire pit , could increase guest usage.	we only had a minimal increase in sales from the CCA , so far. I think with customer awareness of the CCA , poachers will see more usage in the future.		Email Survey
<b>Non Liquor Establishments</b>						
TASP	Very Good	I honestly didn't notice any difference.	I honestly didn't notice any difference.	N/A	N/A	SurveyMonkey
T-Sports	Excellent	Didn't Answer	Didn't Answer	N/A	N/A	SurveyMonkey

# Summer 2019: 21,080 CC Drinks/Cups Consumed

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**Sales (\$) Estimate**  
 $21,080 \times \$8.00 = \$169,000$

# Overarching Feedback

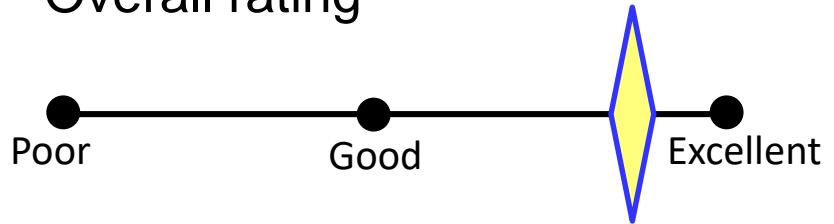
+

-

10

Participating  
Liquor Licensed

- Easy to explain (especially visitors)
- Differentiates us (MV)
- Positive effects on guest experience
- Overall rating



- Not being able to access the Peaks
- Operating hours only until 9pm
- Opportunity note: Enhancements to plazas that encourage guests to stay / linger longer (i.e. more firepits)

General /  
Other

- Trying to take drink on gondola
- Need to expand CC to Conference Center Plaza







**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
MOUNTAIN VILLAGE, COLORADO  
REGARDING POSTING LOCATIONS FOR  
ORDINANCES AND PUBLIC MEETINGS**

**NO. 2020-0116-**

**RECITALS:**

- A.** The Open Meetings law (The Sunshine Law) was enacted by the Colorado State Legislature on April 29, 1991, and this law declares that the formation of public policy is public business and may not be conducted in secret; and
- B.** The Town of Mountain Village, Town Council (the “Town Council”) has determined that it is in the best interest of the citizens of the Town of Mountain Village to post a listing of public meetings as provided in this resolution; and
- C.** The Sunshine Law also stipulates that the public place or places for posting such notices shall be designated annually; and
- D.** Article V. Section 5.9. of the Town Charter requires this Town Council to designate at least three (3) public places and at the office of the Town Clerk in the Town of Mountain Village for the posting of ordinances and other public notices.

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

Posting locations to give notice of ordinances and other public notices shall be as follows:

- 1. Mountain Village Town Hall
- 2. Mountain Village Town Hall Post Office
- 3. Mountain Village Police Station Bulletin Board
- 4. Meadows Post Office
- 5. Mountain Village Website

**ADOPTED AND APPROVED** by the Town Council, at a regular meeting held on the 16th day of January 2020.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

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

ATTEST:

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

APPROVED AS TO FORM:

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



Telluride Regional Airport Authority

Town of Mountain Village Update

January 16, 2020

**Airport Highlights**

- ▲ Airline Update
  - Denver Air Connection (DAC)
    - 1 Daily Flight to DEN
    - 2<sup>nd</sup> limited flight DEN Feb-Mar 2020.
  - CFA continues to evaluate and enhance additional flights and airlines into TEX.
- ▲ Financial Update – All Revenue and Expenses operated within the Airport 2019 approved budget. TRAA is 100% self-sustaining operation.
- ▲ Airport Authority – Town of Mountain Village Appointees:
  - Larry Crosby – Chair
  - Gary Bash – Finance Committee
  - Richard Child – Executive Committee
  - Tom Richards - Alternate

**STATISTICS**

<b>JANUARY – DECEMBER 2019</b>	<b>TRAA <u>2019</u></b>	<b>TRAA <u>2018</u></b>	<b>Percent <u>Change</u></b>
<b>AIRCRAFT OPERATIONS</b>			
General Aviation:	9,996	9,850	1.48%
Airline:	1818	472	285.17%
<b>AVIATION FUEL SALES (Gallons)</b>			
General Aviation:			
100LL AvGas:	25,078	28,870	-13.13%
Jet-A	586,974	551,963	6.34%
Airlines:	<u>23,276</u>	<u>12,241</u>	90.15%
<b>Total Fuel:</b>	<b>635,330</b>	<b>593,074</b>	7.12%
GA Passenger Enplanements:	16,054	15,001	7.02%
Airline Enplanements:	5,481	1,763	210.89%

\*Denver Air Connection partner with United Airlines initiated service 5/15/2019



Agenda Item #9  
Town of Mountain Village  
Green Team  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970)369-8236

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TO: Town Council  
FROM: Zoe Dohnal, Business Development and Sustainability Senior Manager  
FOR: Meeting of December 12, 2019  
DATE: January 9, 2019  
RE: Appointment of a Green Team Alternate Seat

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ATTACHMENTS:

- Exhibit A: Inga Johansson application
- Exhibit B: Richard Child application
- Exhibit C: Marla Meredith

OVERVIEW:

At the September 19, 2019 Town Council meeting, six (6) candidates applied for two (2) open Green Team Committee (Committee) seats. Due to the large interest, it was recommended by the Green Team to create an alternate seat position.

At the December 12, 2019 Town Council meeting the revised Committee bylaws were unanimously approved, formally creating an alternate seat position.

Advertising following the Town's appointed position procedures for the open seat position began on December 13, 2019 and closed on January 8, 2020 at 5:00 p.m. Three candidates showed interest, Inga Johansson, Richard Child, and Marla Meredith, resumes attached.

The Green Team voted on January 9, 2020 to recommend Inga Johansson for the alternate seat position.

RECOMMENDED MOTION

I move to appoint Inga Johansson to the alternate seat for a two-year team.

September 10th, 2019

Valued Council Members:

I recently had the opportunity to attend a Green Team meeting and was instantly inspired by their vision.

Growing up in the comfort this magical box canyon, the natural world has been my guide and inspiration as far back as I can remember. Enthralled with the wonder and curiosity of this wild backyard, I found a deep and meaningful connection to nature that strongly shaped who I am today. The San Juan Mountains and our immense natural bounty are my teacher and home and I am devoted to the conservation of this treasure.

After graduating from THS, I obtained my teaching license through Fort Lewis College. Shortly into my teaching career, I began to feel uncertain about the approach of the conventional system. I recognized a new approach essential for the future of our planet and society. This realization led me on a transformational journey to South America where I co-founded and taught in an alternative school outside of Bogotá, Colombia. In this collaborative community, we worked together to break down old thinking systems and conventional structures in order to evoke a more holistic, cooperative, sustainable learning environment. I began to weave together my passion for our natural world and its conservation into an environmental education model for the school. After three inspirational years, I transitioned into a more collaborative role as a founder, stepping down as lead teacher to return to my rocky mountain roots.

Since returning to the states I have taken sabbatical from the classroom and devoted more time to my passion for conservation by volunteering with the Rise up Against Plastic Movement and Surfrider Foundation. I plan to study environmental education and sustainability this fall. Currently employed at Allred's Restaurant, I have come face-to-face with the often disheartening reality of our tourist-driven economy. I realize that systematic changes need to take place and feel a drive and commitment to get locally involved to ensure we protect and preserve this amazing place that draws in so many people from across the globe.

I would love to join the Green Team and help carry out their mission. With my passion, experience in team settings and strong connection to this place, I can bring a uniquely important voice and contribution to the committee. I look forward to working with the team to help protect this magical place we all call home.

Sincerely,

Inga Johansson

# INGA K JOHANSSON

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150 Edgewater Road

Telluride, CO. 81435

Phone: +1(727) 331-3738

Email: [ingamar20@gmail.com](mailto:ingamar20@gmail.com)

## PROFILE

Passionate, hardworking individual with a keen ability to facilitate group dynamics and collaborate in a team setting. Committed to empowering youth and promoting environmental sustainability.

## EDUCATION AND CREDENTIALS

Bachelor of Arts, Fort Lewis College, Durango CO May 2007  
*Major: Interdisciplinary Studies    Minor: Spanish*

CO Teaching License Dec 2007  
*Elementary Education K-6    ELL/TEFL Endorsement*

## EXPERIENCE

Waitress and Bartender, Allred's Restaurant, Telluride CO June 2019- present

- *Provide exceptional service to guests*
- *Knowledge of wine and spirits and fine-dining service points*

*\*Extensive experience in hospitality and service industry since 2004\**

Founder and Teacher, Kalapa Comunidad de Aprendizaje, Bogotá Colombia July 2014- June 2017

- *Design alternative and environmental curriculum and methodologies*
- *Manage own classroom*
- *Train staff in social emotional teaching*
- *Collaborate with co-workers and founders in development of school*

Kindergarten English Teacher, El Gimnasio Moderno, Bogotá Colombia March 2014- Dec2014

- *Manage ELL classroom of 19 students ages 5-6*
- *Assist in the development of a bi-lingual curriculum*
- *Team teach with Spanish teacher*

Translator, Azembla, Bogotá Colombia August 2016- January 2016

- *Translate technical written and verbal documents*

Preschool Director and Lead Teacher, Telluride Early Childhood Center, Telluride CO Dec 2010- Aug 2013

- *Manage 2 classrooms and 30 children ages 3-5*
- *Direct and oversee 3 classroom teachers and program board*
- *Design, implement and oversee curriculum*
- *Manage and balance program budget, acquisition of program funding and grant writing*
- *Translate documents, meetings and daily teacher communications*
- *Design and implementation of parent trainings*

Teen Camp Counselor, City of St. Petersburg FL June 2005- Dec 2009

- *Supervise teens ages 10-15*
- *Design and implement daily camp activities*

## INVOLVEMENT

Volunteer, Telluride Public Library Bilingual Story time  
Member, Rise up Against Plastic and Surf Rider  
Member, Environmental Voter Project  
Member, Fort Lewis College Rotaract Club, Durango, CO

August 2019- current  
June 2016- present  
August 2018- present  
Nov 2006- June 2007

## SKILLS/ ABILITIES

Fluent Spanish (listening, speaking and writing) and experience with translating Spanish to English

Expertise in event planning and fundraising

## PERSONAL REFERENCES

Trish Greenwood  
Elementary Principal  
Ridgway Elementary School, CO  
Relationship: Supervisor at Telluride School District for 3 years  
[tgreenwood@ridgway.k12.co.us](mailto:tgreenwood@ridgway.k12.co.us)  
+1(970)708-7404

Annie Johnson  
Retired Social Services Case Worker  
Telluride Resource Center  
Relationship: Friend for 34 years  
+1(970)864-2226

Diana Manrique  
Co-founder and Coach  
Kalapa Learning Community, Bogotá Colombia  
Relationship: Co-worker for 4 years  
[diana@fish.com.co](mailto:diana@fish.com.co)  
+57(316)523-9749

Lorilei Hester  
Retired Teacher  
Azalea Elementary, Saint Petersburg, FL  
Relationship: Supervising teacher and mentor for 10 years  
+1(727)452-1132

## Susan Johnston

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**From:** Richard Child <richard@childmail.net>  
**Sent:** Wednesday, September 11, 2019 5:04 PM  
**To:** mvclerk  
**Subject:** Green Committee  
**Attachments:** Richard Child Resume 2018.pdf; ATT00001.txt

With reference to the open position on the referenced committee, I would like to express my interest in volunteering my time by serving on such committee.

Although I do not have a background or experience with environmental issues, I have served on numerous committees as well as organized and run various groups.

Environmental issues are very much a top of mind topic for me.

Cordially,  
Richard



## RICHARD CHILD

970-519-1303 - [rchild@matrixgroup.com](mailto:rchild@matrixgroup.com) ~ <https://www.linkedin.com/in/childrichard>

### PROFILE

Driven, dynamic and accomplished global financial products and services executive with years of distinguished contributions to market expansion, revenue growth and profitability in Latin America, the Caribbean, and Asia Pacific, who is a strong leader, manager and change agent with a history of developing key personnel and high-performing teams.

### COMPETENCIES

- Advertising, Marketing & Branding
- Board Leadership
- Business Model Design
- Business Strategy
- Change Management
- Clear Communication
- Customer Service
- Franchise Management
- Global Business Development
- Market Assessment & Studies
- Member Relations
- Multi-Cultural Competence
- New Product Development
- Operations & Technology
- Product Management
- Public Relations
- Resource Management
- Revenue Generation
- Risk Management
- Sales & Distribution
- Strategic Planning
- Team Leadership & Development
- Trilingual: English, Spanish & Portuguese

### PROFESSIONAL EXPERIENCE

**Matrix Group** 2000-Present

#### **Founder & Principal**

- Founded a consulting firm focused on assisting financial services companies with strategic planning, business development and resource management.
- Directed numerous projects ranging from restructuring banks' payment divisions, identifying business efficiencies, developing new products, designing marketing plans, conducting market assessment and studies, crafting international business development strategies, undertaking operational reviews, and risk management analysis.
- Assisted and supported companies with market analysis and reviews to determine the financial and operational viability of acquisitions and identifying appropriate partners, distribution and sales channels.
- Supported companies with business and product growth initiatives including development of debit strategies, rewards programs, e-banking and internet sites, co-branding programs, and customer service.
- Developed several co-branded programs including one of the first programs targeting the youth segment.
- Facilitated strategy design, which led a bank client to grow their credit card portfolio four fold in three years.
- Designed and implemented a debit strategy for a bank client that included sales channels, enhanced ATM usage and functionality, as well as a debit card rewards program.
- Negotiated licensing and marketing agreements with American Express, MasterCard and Visa.
- Developed and launched the first non-bank owned ATM network in Brazil.
- Clients include: *American Express, Banco del Progreso, BBG Communications, Capital One, CardNet, DAI Brasil, Exxel Group, First Caribbean Bank, FIS Global, Global Live, Global Payments, Maduro & Curriel's Bank, NetSpend, Oasis Technologies, Recaudo Bogotá, Scotiabank, and Total Systems.*

**MPOWER Labs / Rêv Worldwide**

2008-2009

#### **Executive Chair of International Strategy & Corporate Development**

- Responsible for leading MPOWER Labs' international business development and strategy focused on providing financial services to the under-banked.
- Directed projects reviewing the payments industry in Latin American markets, undertaking macroeconomic overviews analyzing historical trends, market share, consumer preferences, the banking and department store sectors, and brand investment by, and acceptance levels for, global payment brands and processing alternatives.
- Performed market reviews, recommended appropriate set-up, and negotiated sales and distribution agreements.

- Directed business analysis and investment in a leading Australian pre-paid company.

**ZonaFinanciera.com** 1999-2000

**Executive Vice President**

- Led all business development, marketing, sales, advertising and planning activities for a seven country network, with an annual budget of \$16 million and staff of 29.
- Revised and re-launched the corporate identity and positioning of online financial services product offerings targeted to serve Hispanic consumers globally.
- Restructured the sales and marketing functions resulting in more than \$500,000 in annualized savings.
- Acted as a key participant in the initiative to secure private placement funding.

**MasterCard International** 1983-1999

**Executive Vice President & President for Latin America** 1996-1999

- Reported to the CEO and participated as an Executive Committee member for the corporation with accountability for company-wide management, strategy, policies and resource allocation.
- Directed and managed regional operations in collaboration with 120 professional and support staff; oversaw a budget of \$95 million.
- Responsible for strategic planning, business development, product management, member relations, advertising, marketing, research, operations, finance, budgeting, public relations, and franchise management.
- Generated divisional pre-tax profit of \$9.6 million in 1997 and \$10.8 million in 1998, representing 10% of company profit on 5 % of company sales.
- Led negotiations for an equity investment in Redecard, one of two payment systems acquiring processors in Brazil and in Argencard in Argentina.

**EARLIER MASTERCARD EXPERIENCE**

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MasterCard International, <i>Senior Vice President &amp; General Manager for Latin America</i>	1990-1995
MasterCard International, <i>Senior Vice President Global Advertising and Marketing</i>	1990-1992
MasterCard International, <i>Vice President for Latin America</i>	1983-1990

**EDUCATION**

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Universidad Argentina de la Empresa (UADE)  
*Master of Science in International Business & Bachelor of Arts in International Business*

**ASSOCIATIONS & BOARD MEMBERSHIPS**

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• Telluride Regional Airport Authority, <i>Alternate Board Member</i>	2016-Present
• BaseTek, <i>Board Member</i>	2013-2014
• Telluride Venture Accelerator, <i>Mentor</i>	2012-Present
• Paguemob, <i>Advisor</i>	2012-2014
• Mountain Village Town Council, <i>Elected Official, Mayor Pro-tem</i>	2008-2013
• AllClearID, <i>Advisor</i>	2011-2013
• RêvAsia Pacific, <i>Chairman of the Board</i>	2008-2009
• RêvLatin America, <i>Vice Chairman of the Board</i>	2007-2009
• MPOWER Mobile, <i>Board Member</i>	2007-2009
• CheckSmart Financial Holdings, <i>Board Member &amp; Audit Committee Chairman</i>	2007
• Telluride Tourism Board, <i>Board Member</i>	2006-2007
• NetSpend, Inc., <i>Board Member &amp; Audit Committee Chairman</i>	2004-2007
• Certegy (NYSE:CEY), <i>Board Member &amp; Audit Committee Member</i>	2002-2006
• CardNet, <i>Board Member &amp; Strategic Committee Chairman</i>	2001-2006
• Redecard, <i>Board Member</i>	1997-1999
• Argencard, <i>Board Member</i>	1996-1999

My name is Marla Meridith, Mountain Village owner/resident at 16 Boulders.  
Please consider me for the alternate seat on the Green Team.  
Conservation and care for our environment is a cause I would like to get behind outside of my own home. I would work very well with the team, I know a few of them already.  
It's so important to put current issues under the microscope to find helpful solutions for our community and surrounding areas. Out greater good comes from within.

Thanks for your consideration,  
Marla Meridith





## Marla Meridith

Author ★ Lifestyle Blogger

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 [+1 970 708 8788](tel:+19707088788)

 [marla@marlameridith.com](mailto:marla@marlameridith.com)

 <https://marlameridith.com>



# Mountain Village Green Team

## 4th Quarter Report

### Accomplishments:

#### 1. 2020 Preparation

The majority of the 4th quarter has been spent preparing for 2020.

The proposed budget was revised per Council's request with a 17% reduction. . The work plan reflects this change with a concentration on greenhouse gas reporting, a focus group for individual composting units, a communication plan for the voluntary single-use plastics reduction initiative, and the community clean up day. Limited funds may cap the success of these programs and outreach.

The work plan was tweaked to meet new state requirements as well as to accomplish local goals.

We are currently in the process of finalizing selections for an outside vendor to manage our Greenhouse Gas emissions. We are hoping the vendor can improve education and communication with staff as well as to the community.

#### 2. Appointment of new members

In October, Mike Follon from Boot Doctors was appointed to the team. Mike had been serving as an active volunteer since last year. His experience and enthusiasm are a welcome addition (officially).

The team also approved amending bylaws and adding Inga Johansson as one alternate member.

#### 3. Elimination of Single-Use Plastics

Cooperation has been broken out into a two-phase outreach strategy. Part one is the development of a basic toolkit for participants and gathering inventory data to use as a benchmark. Toolkits will include a list of distributors that offer reusable and compostable replacements, an easy-to-understand brochure of the resolution's expectations and goals, and a survey to collect inventory data. Part two will be a certification process, and collateral to display to educate employees and patrons. The hope is to make this a regional effort and collaborate with the Town of Telluride. Language on all collateral will be general and applicable for a regional effort.

#### **4. Compost**

A pilot program will commence in 2020 for individual composting. A select number of individual composting units by [Biocompet](#) and a small scale will be subsidized. Participants will need to submit an application and attend a composting training provided by the Green Team. Diverted waste will be weighed and reported monthly to the Green Team.

#### **5. Meadows Beaver Activity**

There was significant activity that was impacting property owners in late fall. Much of this is coming from destruction of dams in the area. We will continue to reach out to TSG and the Town to create a management plan for the area.



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To: Town Council  
From: Zoe Dohnal, Business Development and Sustainability Senior Manager  
For: Meeting, January 16, 2019  
Date: January 4, 2019  
Re: Communications and Business Development Biannual Report

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**ATTACHMENTS:**

- Exhibit A: 2020 adopted budget
- Exhibit B: Monthly sum of email correspondence sent by year
- Exhibit C: Average open rate for monthly email correspondence sent by year
- Exhibit D: Average click-through rate for monthly email correspondence sent by year
- Exhibit E: Monthly sum of email subscriptions by year
- Exhibit F: Internal departmental communication requests by month and department
- Exhibit G: Monthly sum of Twitter posts by year
- Exhibit H: Monthly sum of Facebook posts by year
- Exhibit I: Monthly sum of Instagram posts by year
- Exhibit J: Monthly sum of LinkedIn posts by year
- Exhibit K: Monthly sum of social media impressions across all channels by year
- Exhibit L: Monthly sum of social media click-throughs across all channels by year
- Exhibit M: Monthly sum of social media followers across all channels by year
- Exhibit N: Monthly sum of social media engagements across all channels by year
- Exhibit O: Monthly sum of press release distribution by year
- Exhibit P: Monthly sum of Town of Mountain Village media mentions by publication
- Exhibit Q: Monthly sum of website users by year
- Exhibit R: Monthly sum of website sessions by year
- Exhibit S: Annual sum of total Market on the Plaza revenues.
- Exhibit T: Annual sum of plaza license agreements by year issued, with 2019 active vs expired.
- Exhibit U: Annual sum of special event permits by application type.
- Exhibit V: 2019 Town of Mountain Village Incentives Mailer

**SUMMARY:**

The department narrative for Business Development and Communications is separated into three sections: communications and marketing, business development and community engagement, and substantiality. All program goals are broken out into key performance measures. This report summarizes how each measure was accomplished within 2019 in comparison to the previous year and provides a brief summary of department focuses for 2020.



## SECTION I: COMMUNICATIONS & MARKETING

### PROGRAM NARRATIVE

Staff engages and connects with town constituents, businesses, visitors, community stakeholders and media through various tools to communicate all Town of Mountain Village (TMV) programs, events and news. Information is compiled and disseminated promptly to clearly communicate all TMV messaging. This department develops and implements TMV marketing strategies, and manages the town's website, all digital and print advertising, social media channels and email marketing for 12 different town departments. Additionally, staff serves as the Public Information Officer for emergency management under the direction of the Police Chief and the Town Manager.

### PROGRAM GOALS AND PERFORMANCE MEASURES

1. Prepare and stay within the department's approved budget, while actively seeking opportunities to optimize financial costs and maintaining a similar scope and community impact of work.
  - a. Year-end expenditure totals do not exceed the adopted budget while meeting all department goals.

- Year-end totals for 2019 will not be finalized until the end of January. The budget for 2019 was \$596,673, spending as of December 31, 2019 was \$514,900.69, variance remaining is **\$81,722.31**.<sup>1</sup> The department will stay within budget.  
<sup>1</sup>TMV 2019 expense reports

2. Administer, maintain and manage consistent email marketing and media messaging for all Town of Mountain Village programs, projects, meetings and events.

- a. Maintain a **5% increase** year over year (YOY) of volume of email correspondence sent, with an average open rate of **20%** and click-through rate of **3%**.

- A total of **210** email correspondence were sent within the 2019 calendar year, an **increase of 92%** over 2018's 109 emails sent<sup>1</sup>. Reference **Exhibit B**.  
<sup>1</sup> TMV Campaign Monitor account insights

- The average email open rate for correspondence sent within the 2019 calendar year was **29%**, a slight decrease from 2018's 30% average<sup>1</sup>. Reference **Exhibit C**.  
<sup>1</sup> TMV Campaign Monitor account insights.

- The average email click-through rate for correspondence sent within the 2019 calendar year was **5.3%**, a slight increase from 2018's 5.1% average<sup>1</sup>. Reference **Exhibit D**.  
<sup>1</sup> TMV Campaign Monitor account insights. Note: click-through data does not account for dates prior to July 2018 due to previous data collection strategies.

#### **Email Correspondence Highlights of 2019:**

<a href="#">Ready Op Announcement</a>	31% open rate   8.8% click-through rate
<a href="#">Fiber to the Premise Announcement</a>	37% open rate   11.7% click-through rate
<a href="#">Election 2019 Results</a>	22% open rate   8.4% click-through rate

- b. Grow business, community, and visitor email lists by **5% YOY**, specifically targeted to categorized interests to help drive engagement and segment audiences for better engagement.





- Email subscribers totaled **6832** as of end-of-year (EOY) 2019, this is a **10% increase** from the beginning-of-year total of 6181 and an 18% decrease from 2018's EOY total of 8403.<sup>1</sup> The decrease can be attributed to the elimination of email capture from the Town's free WIFI system and a recently implemented strategy to restructure current subscriber lists for better engagement (open and click-through rates). This includes eliminating dormant and suppressed emails. Reference **Exhibit E**.

<sup>1</sup> *TMV Campaign Monitor account insights.*

c. Follow all AP Stylebook and Town design guidelines in creating HTML email campaigns for a consistent image and voice.

- All TMV correspondence adheres to the AP Stylebook and Town guidelines.

3. Provide a timely and informed response to the public, staff and council to inquiries regarding town services, issues and complaints through personal contact, telephone and electronic media.

a. Positioning the Communications department as the familiar contact for all public, staff and council inquires by responding within 24 hours during the work week and by Monday for non-emergency weekend issues.

- Inquiries are received through several platforms including the website [Contact Us form](#), personal phone lines and the general town line, direct and general marketing emails, social platform messages and thread comments on the Town's [Instagram](#), [Twitter](#), [Facebook](#) and [LinkedIn](#) accounts, as well as the [MVPD Twitter](#), and [MVPD Facebook](#) accounts. Town moderated groups such as [Village Court Apartments](#), [Mountain Village Voices](#), and the [Mountain Village Merchant groups](#) and external social media accounts and groups are also monitored, including [Telluride Sweet Deals](#) and [Telluride Sweet Rants](#), and responses are provided when appropriate and necessary.

***Inquiry Highlights of 2019:***

***General Town Line***

Kathrine Warren is one of several staff members to answer general town line, addressing issues ranging from dog waste concerns to hours of operations for the ice rink.

***Eblasts***

Members of the public often reply to eblasts with specific questions. All are answered within 24 hours of receipt. Most recently, a member of the community responded to a Fiber update asking what internet pricing would look like with the new fiber project. The question was directed to the appropriate department to be addressed.

***Social Media***

During Holiday Prelude, several people reached out on Instagram messenger with specific event questions and all received answers promptly.

b. Serve as the Public Information Officer for emergency management under the direction of the Police Chief and the Town Manager, communicating all emergency messaging within 10 minutes of receiving.

- In 2019, approximately **50** public service announcements (PSA) were communicated across TMV platforms. Instances include power and internet outages, gondola closures, road construction and more. These emergency messages are pushed out through the Mountain Village Police Department social media channels and then shared to the main Mountain Village pages. In addition, more than **40** PSAs were shared from partner entities during emergency communication situations. San Miguel County, CDOT and regional agencies are closely monitored for news and information Mountain Village constituents and followers will find important or useful.



<sup>1</sup> *TMV Sprout Social account cross-channel report*

<sup>2</sup> *Airtable TMV Editorial Content Calendar Note: content data is approximate due to previous data collection strategies. Post categorization is a priority for 2020.*

**PSA Highlights of 2019:**

**Town Posted**

[Century Link Internet Outages](#)

[Lost Dog](#)

**Shared**

[San Miguel County Wireless Emergency Alert](#)

[San Miguel Power Outage](#)

c. Manage ReadyOp communication system

- ReadyOp subscribers total **1678** as of EOY 2019, **382** of which are new and did not transfer from a utility or broadband customer list.<sup>1</sup>

<sup>1</sup>*Westreg ReadOp Roster Summary*

- ReadyOp sent an alert SMS to **213** subscribers and an email to **1135** subscribers on December 3, 2019 to notify of a cable outage.<sup>1</sup>

<sup>1</sup>*Westreg ReadOp History Report*

4. Develop, create and execute campaigns to promote town-related amenities, events, programs, public works, policies and significant developments for 12 departments through all appropriate TMV channels (digital and print).

- a. Respond to all [internal departmental communication requests](#) within 24 hours during the work week and by Monday for non-emergency weekend issues and, depending on the scope, completing projects within 72 hours.

- In the 2019 calendar year, approximately **162** internal departmental communication requests were received and completed.<sup>1</sup> Each request involves one to all of the following: social media creation and posting, eBlast creation and scheduling, press release creation and distribution, newspaper advertisement creation and placement, print collateral creation and posting, website event and/or blog creation, webpage creation or edits (not including the ongoing departmental website audit). Reference **Exhibit F**.

<sup>1</sup>*Airtable MARCOM Project Tracker Note: numbers are approximate because not all requests have gone through the project tracker.*

- b. Grow all Town social media platforms (Facebook, Twitter, LinkedIn and Instagram) by a steady **5% increase** in posts and an average **20% increase** in followers YOY.

- Twitter posts for the 2019 calendar totaled **1349**, an **83% increase** over the 2018 total of 734. Facebook posts for the 2019 calendar totaled **1186**, a **34% increase** over the 2018 total of 880. LinkedIn posts for the 2019 calendar totaled **155**, a **6% decrease** over the 2018 total of 166. Instagram posts for the 2019 calendar totaled **569**, a **5% decrease** over the 2018 total of 600. This brings the total volume of social media posts for 2019 to **3,259**, a **37% increase** over the 2018 total of 2380<sup>1</sup>. Reference **Exhibit G-J**.



This increase in post volume is also reflected in the increase in total social media impressions, the number of times content is displayed, and click-through rates with a 2019 total of **2,455,355** impressions, a **38% increase** over 2018, and **19,140** click-throughs, an **85%** increase over 2018. Reference **Exhibit K-L**.

<sup>1</sup>TMV Sprout Social account cross-channel report

- The 2019 year-end total for social media followers across all TMV platforms was **9,648**, an **19% increase** over 2018's 8104 follower total<sup>1</sup>. Reference **Exhibit M**.

These followers are highly engaged with a 2019 total of **121,785** public shares, likes and comments, a **99% increase** over the 61,142 engagements of 2018. Reference **Exhibit N**.

<sup>1</sup>TMV Sprout Social account cross-channel report

**Social Media Highlights of 2019:**

**Facebook**

<a href="#">In memory of Michael Ruterbories</a>	41,168 impressions
<a href="#">Mountain Lion Call</a>	22,414 impressions
<a href="#">Life Saving Award for Officer Moir</a>	7,888 impressions

**Instagram**

<a href="#">Corgi Club Colton in Mountain Village</a>	6,220 impressions
<a href="#">Avoid icy roads, take the gondola</a>	6,481 impressions
<a href="#">19 inches of snow in 24hrs</a>	6,062 impressions

**Twitter**

<a href="#">Gondola closes for the summer</a>	11,361 impressions
<a href="#">Telluride Fire Festival free performance</a>	7,233 impressions
<a href="#">Gondola opens for the summer</a>	4,465 impressions

**LinkedIn**

<a href="#">Telluride winter air schedule</a>	136 impressions
<a href="#">Telluride Ski Resort ranked #1</a>	124 impressions
<a href="#">Farm to Community Program</a>	155 impressions

- c. Grow public relations outreach with a **20% increase** in press releases sent YOY, tracking publications and media reach.

- A total of **59** press releases were sent throughout 2019, a **90% increase** over the 31 sent in 2018<sup>1</sup>. Reference **Exhibit O**.

This influenced the **107 [media articles mentioning the Town of Mountain Village](#)** in 2019.<sup>1</sup> Reference **Exhibit P**.

<sup>1</sup>Airtable MARCOM Media Tracker

**Media Highlights of 2019:**

Telluride Daily Planet

[Recent Lightning Activity Halts Gondola](#)



Telluride Daily Planet	<a href="#">Fiber to the Home project launched in Mountain Village</a>
Telluride Daily Planet	<a href="#">Mountain Village's Market on the Plaza thrives</a>
Colorado Municipal League Magazine	<a href="#">Mountain Village Incentive programs for environmental health</a>
Hemisphere Magazine	<a href="#">A First-Time Skier Takes on Telluride</a>
Grand Junction Sentinel	<a href="#">Use of broadband up in communities on Western Slope</a>
Telluride Daily Planet	<a href="#">Town partners with Mammoth Networks</a>
Denver Post	<a href="#">Catch a bus to ski or work? Colorado's mountain transit systems lead the nation</a>

5. Develop and maintain the Town's website with a focus on site navigation, responsive design and relevant information for website visitors.
- Launch the upgraded website with an improved search function, and user-friendly layout by November 25, 2019.
    - The [upgraded website](#) was launched on November 25, 2019. An in-depth website audit is currently being performed by each department, providing edits for webpage content, documents and forms. All updates will be implemented by the end of January 2020.
  - Manage and oversee website content and development for all Town departments, driving traffic and maintaining website optimization with a growth visitation (website users) by **10% YOY**.
    - In 2019 the TMV website saw **108,316** users, unique visitors who come to the site. This is a **4.6% increase** from the 2018 user count of 103,547. Website sessions, or visits, saw a slight **2% increase** over 2018 going from 145,306 total sessions in 2018 to **148,037** in 2019.<sup>1</sup> Of these visitations, 84.1% were from new users and 15.9% were returning.<sup>2</sup> As most users are new, it is important to provide a navigable website with clear and useful content. The new website will provide users with such an experience. This updated tool better serves the purpose of being the primary online community resource. In 2020, we look to increase the amount of returning visitations, as well as overall user count.  
Reference **Exhibit Q-R**.  
<sup>1</sup>Google Analytics townofmountainvillage.com Audience Overview  
<sup>2</sup>Google Analytics townofmountainvillage.com Demographics
  - Train a representative from several Town departments in the first quarter of 2020 on [Processwire](#) (the new content management system), so document uploads and simple edits can be made by in real-time.
    - A member of the Clerk's department is now trained to assist in document uploads and minor edits. A member of the Planning department will be trained once staff are available.
  - Create an online form capability for all current downloadable pdf forms currently on our website by end of year 2020.
    - Following the departmental website audit, **65** out of 100 website forms will be converted into an online form per the department's preference.<sup>1</sup>  
<sup>1</sup>Airtable Website Audit Database



6. Develop and drive marketing strategy for the retention and growth of the Town's broadband customers.
  - a. Refine the Broadband customer database for more targeted marketing efforts.
    - The broadband department has provided an up-to-date and refined customer list for communication efforts. Contact information will be updated on a regular basis at the discretion of the broadband department.
  - b. Define demographic and marketing position through customer surveys, targeting a **90%** completion rate for **250+** responses.
    - A [Broadband customer survey](#) was issued on September 25, 2019 to all current customers in order to gauge cable TV, internet and TMV phone service usage and satisfaction. Upon closing on October 11, 2019, [272 responses](#) were submitted with a **90.25%** completion rate.<sup>1</sup>  
*<sup>1</sup>Typeform TMV TV and Phone Service survey results*
  - c. Respond to survey results with marketing efforts targeted on interest and need to drive Broadband customer conversion to fiber.
    - As the [Fiber to Premise](#) project evolves, all current and potential broadband customers are provided with constant updates to grow conversion interest and build anticipation. As of 2019, **9** dedicated emails<sup>1</sup>, **7** unique social media postings<sup>2</sup>, and **2** press releases were provided<sup>3</sup>.  
*<sup>1</sup> TMV Campaign Monitor account insights.*  
*<sup>2</sup> TMV Sprout Social account cross-channel report*  
*<sup>3</sup> Airtable MARCOM Media Tracker*
  - d. Assist the broadband department and broadband consultant Uptown with development of the communication and marketing campaign for Town's Broadband and Cable including messaging of new fiber and cable options and costs.
    - Once fiber and cable options and costs are set and available in 2020, a marketing strategy will be implemented.

#### LOOKING INTO 2020

- Generating website traffic will be a focus in 2020. The community and visitors can now rely on site to be the best resource for information on Mountain Village. Moreover, growing email subscribers lists, social media platform followers, and ReadyOp subscribers will help advance Town Communication. There will also be a concentration on the broadband marketing efforts.



## SECTION II: BUSINESS DEVELOPMENT & COMMUNITY ENGAGEMENT

### PROGRAM NARRATIVE

Staff creates, implements and manages vitality efforts to organically drive Mountain Village's economic development, including, but not limited to, Market on the Plaza, special events and plaza use. An active Mountain Village center, community vitality, regional cooperation, and community resiliency are all achieved by managing and administering town programs, events, policies, outreach and regulations. The focus is to engage the community at-large, fostering relationships and offering Town expertise and resources when necessary.

### PROGRAM GOALS AND PERFORMANCE MEASURES

1. Manage the quarterly meetings of [Business Development Advisory Committee \(BDAC\)](#), which shall advise and make recommendations to Town Council on matters related to economic development.
  - a. Set the BDAC meeting dates, agendas, and packets once a quarter.
    - Currently BDAC meeting dates are set for 11:00 a.m. to 12:00 p.m. on January 21, April 21, July 21 and October 20, 2020.
  - b. Focus meetings on additional enhanced vitality efforts, economic development incentives through state and town resources, current business climate, business attraction and retention, marketing opportunities, and other initiatives that may promote economic development.
    - Agendas will be set around these key topics.
  - c. Ensure the committee assists with providing input and expertise on ways to encourage and help businesses and individuals to invest in the Town, create jobs, and increase the tax base.
    - The 2020 workplan will look toward achieving these goals and adhering to duties and responsibilities set forth in the committee bylaws.
2. Develop, maintain and advance relationships and collaborations between businesses and the Town, helping them navigate government policies and processes.
  - a. The development and management of a comprehensive business database, including up-to-date business amenities/offers, media/information channels, and contact details.
    - A dynamic database of **166** Mountain Village center business<sup>1,2</sup> is used to track annual one-on-one check-ins, as well as keeping up-to-date contact information for each business entity. The data is constantly updated through business interactions, a [business directory submission form](#), and bi-annual cross checks with the TMV MUNIRevs business license system.  
<sup>1</sup>*Airtable Mountain Village Business Directory Database*  
<sup>2</sup>*Mountain Village MUNIRevs*
  - b. Annual one-on-one check-ins with individual business owners, as well as responding to all inquiries within 24 hours during the workweek and by Monday for non-emergency weekend issues.
    - Beginning October 2019, **68** out of 166 business received a one-on-one check in within the 2019 calendar year.<sup>1</sup> In addition, Zoe Dohnal has now positioned herself as the Town's business development representative and point-of-contact, preemptively reaching out to business as well as responding to all inquiries well within 24 hours.



- c. Maintain constant communication with TMVOA and TSG to understand collaboration opportunities and planning efforts.
  - TMVOA and TSG are true collaborators and maintain a thoughtful connection to TMV when developing plans. TMV does the same and works closely with TMOVA and TSG as a partner and resource. The Town's business development representative attends TMVOA board meetings and maintains a constant stream of communication with both entities.

***Collaboration Highlights of 2019:***

Market at Sunset – and extension of the Market on the Plaza during the Sunset Concert Series.  
Refining the Mountain Village Merchant List  
Communication assistance for a variety of TSG and TMVOA events and happenings.

- d. Attend monthly TMVOA hosted [merchant meetings](#).
  - The Town's business development representative has attended all 2019 TMVOA merchant meetings and provided a current TMV update to all participants.

3. Create and maintain a user-friendly and robust [online business directory](#) through the improved Town of Mountain Village website.
  - a. Directory mimics wayfinding business categories, additional filters are offered for a targeted search. Each listing comprises of an eye-catching photo, business summary, contact information, hours of operation, menu (if applicable), location, and links to any appropriate sites.
    - **162** Town of Mountain Village business are represented on the online business directory<sup>1</sup>. These are businesses who are located on the [wayfinding business directories](#) as well as any business who holds a Town of Mountain Village business license and submitted the [business directory submission form](#). This form was sent to business license holders 3 times from September through December 2019<sup>2</sup>. It can also be found on the [Town's business license webpage](#).  
<sup>1</sup>*TMV ProcessesWire website backend business list*  
<sup>2</sup> *TMV Campaign Monitor campaign history*.
  - b. Acting as a tool to display all of TMV offerings and a clear platform for all businesses, including those which may not have a professional website.
    - Through continuous efforts from department staff, online business directory listings are completed to the best of their ability. This means providing a stock image when necessary, writing a boiler plate and providing contact information.
4. Create, implement and manage [Market on the Plaza](#), [special event permitting](#) and [plaza use](#) contracts, continuing to grow permitting revenues and Market sales tax revenues.
  - a. Maintain a **10 % growth** in Market on the Plaza revenues YOY.
    - In 2019, Market on the Plaza total revenues **increased by 86%** over 2018. with **\$8,642.70** fees collected in 2019 and **\$4,642.65** in 2018, encompassing application and booth fees, fines, and sales tax collection<sup>1</sup>. Sales tax alone **increased by 97%** over 2018 with a total of **\$5,629.76** in 2019 compared to 2018 with **\$2,843.65**.<sup>2</sup> Reference **Exhibit S**.  
<sup>1</sup>*Airtable Market on the Plaza Revenue Tracking*





<sup>2</sup>TMV revenue reports

b. Maintain executed three-year plaza license agreements (PLA) with a 100% completion of new/renewal requests.

- All 2019 new/renewal requests were executed, including **23** active long-term plaza license agreements, **9** vending cart agreements for both winter and summer vendors, **5** authorized motor carts, and **4** busking agreements. This is **115% increase** over 2018 with a total of **43** active agreements in 2019, compared to the 20 active agreements in 2018.<sup>1,2</sup> Reference **Exhibit T**.

<sup>1</sup>Airtable Plaza Use Application Tracking

<sup>2</sup>PaperVision Contract Management

c. Responsibly grow plaza vending permits in-line with demand, focusing on summer vending.

- In 2019, the [Plaza Vending Committee](#) approved a total of **2** summer vending carts and **7** 2019/20 winter vending carts<sup>1,2</sup>. This is compared to the 0 summer vending carts in 2018, and 4 2018/19 winter vending carts. The **125% increase** in total seasonal vending carts over 2018 provided additional dining diversity and met increased demand through higher visitation rates.<sup>3</sup> Additional plaza vending rent was generated with a total of **\$7,891.64** for 2019, compared to \$2,521.07 in 2018.<sup>4</sup>

<sup>1</sup>Airtable Plaza Use Application Tracking

<sup>2</sup>PaperVision Contract Management

<sup>3</sup>Visit Telluride Visitation Reports through Mountain Village Sales Tax Revenues

<sup>4</sup>TMV revenue reports

d. Grow special event permitting by **10%** annually. Creating a streamlined approval process and marketing Mountain Village as an event destination.

- In 2019, TMV permitted **71** special events, this is a **65% increase** over the 43 permitted events of 2018<sup>1</sup>. Reference **Exhibit U**.

<sup>1</sup>Airtable Special Event Application Tracking.

5. Continue implementation of strategic signage and wayfinding program for the Town of Mountain Village, completing Phase II and working to maintain wayfinding design standards throughout all aspects of Mountain Village communication.

a. Manage summer and winter wayfinding business directory updates.

- The wayfinding directories are updated bi-annually for the [summer](#) and [winter](#) season. Directory listings are crossed check through Munirevs business license listings, the Airtable Business Directory database, and direct outreach to business license holders.

b. Continue to incorporate wayfinding design in all internal and external communication and marketing collateral when appropriate.

- The comprehensive wayfinding design guide is referenced in the creation of any applicable communication collateral. Examples being event marketing material and TMV maps.



- c. Continue to educate the public and business on a universal wayfinding language of location designations.
  - Collateral correction will continue for those outside of TMV, as the community becomes familiar with wayfinding location names and terms. Our department takes every opportunity to educate when appropriate.
- 6. Offer three to four Lunch and Learn events annually to business owners and/or the community-at-large, offering relevant educational and developmental opportunities.
  - a. Work with TMV departments and external experts to provide quality information to the public/business owners, fostering educational opportunities and growth.
    - In 2019, 7 Lunch and Learns were provided to TMV merchants and constituents. Of the presentations, 3 were provided by TMV staff and 4 from external experts. In 2020, the Town plans to leverage the ongoing partnership with [Region 10](#) and utilize present experts and workshops through the Small Business Resource Center (SBRC).

***Lunch and Learn Highlights of 2019:***

January	Public Relations 101
February	A Guide to Hosting Special Events
March	Cash Flow Breakthrough
June	Public Safety Meet and Greet
July	Google my Businesses
September	Marketing Strategies for Small Businesses
October	Digital Marketing Summit

- b. Create networking opportunities and develop relationships with constituents, positioning Town staff as a comfortable and reliable source of information and assistance.
  - At each Lunch and Learn participants are required to sign-up prior to attending as well as give a brief introduction at the presentation. Collecting contact information, meeting each individual, and taking the opportunity to network during the lunch portion of the event, allowed for relationship building.
- 7. Continue to assist Merchants by utilizing Region 10 and Colorado’s West Central Small Business Development Center (SBDC) resources.
  - a. Attend Region 10 board meetings and utilize SBDC resources when assisting local businesses.
    - As of 2020, Zoe Dohnal holds a seat on the Region 10 Board. By attending meetings via phone/in-person and analyzing past meeting minutes, she is currently positioned to assist in Region 10’s regional efforts and utilize the organization’s tools to the benefit of the Town.

**LOOKING INTO 2020**

- Staff looks forward to setting and implementing business development strategies through the BDAC, continuing to refine online and wayfinding business directories, and working with Region 10 and local experts to develop useful Lunch and Learn events for the community.



### SECTION III: SUSTAINABILITY PROGRAM NARRATIVE

Staff manages an action-driven [Green Team](#) (GT) and oversees implementation of the TMV's [sustainability efforts](#). Additionally, staff oversees TMV's Green House Gas (GHG) inventory reporting and works with various departments to apply recommendations in order to reach the Town's zero-waste goals.

#### PROGRAM GOALS AND PERFORMANCE MEASURES

1. Prepare and stay within the committee's approved budget while actively seeking opportunities to optimize financial costs and maintaining a similar community impact of work.
  - a. Year-end expenditure totals do not exceed the adopted budget while accomplishing the annual committee workplan.
    - Year-end totals for 2019 will not be finalized until the end of January. Total GT budget for 2019 was \$90,565, including the compost and Farm to Community initiative. Current spending as of December 31, 2019 is \$60,183.76, variance remaining is **\$30,381.24**.<sup>1</sup> The GT will not go over budget.  
<sup>1</sup> *TMV 2019 expense reports*
2. Serve as the Town representative on regional sustainability groups including Carbon Neutral Coalition, Sneffels Energy Board and Green Team.
  - a. Attend monthly meetings by phone or in person to update regional organizations on TMV's sustainability efforts. Contribute to regional efforts when appropriate.
    - In 2019, TMV sustainability staff attended all Green Team meetings, as well as the subcommittee meetings for the [Community Clean Up Day](#), [Compost](#), and [Plant over Plastics](#) initiatives. Staff also participates in [Carbon Neutral Coalition](#), [Sneffels Energy Board](#), and the [Telluride Ecology Commission](#) when requested or appropriate. Having a pulse on the community's efforts ensures Town initiatives are relevant and that collaboration opportunities are utilized.
3. Manage Green Team agenda and committee meetings.
  - a. Work with Green Team committee chair and clerk staff to set meeting agendas.
    - All agendas, packets, budgets and workplans are created through a collaboration between TMV staff and the GT chair. Agendas are sent 7 days prior to the GT meeting, packets are sent 5 days prior, workplans are completed by the October of the previous year and reworked if budgeting restrictions alter workplan execution.
  - b. Ensure all efforts are in line with the yearly workplan focusing on three attainable goals which ultimately reduces TMV's greenhouse gas emissions.
    - The GT is an action-based committee. In 2019, the committee workplan looked to accomplish a multi-unit HOA composting program, single use plastics reduction resolution and implementation, Community Clean Up Day event, [Green Tips program](#), Bike to Work event, Green Light program, and GHG emissions reporting.

***Workplan Highlights of 2019:  
Community Clean Up Day***



97 participants, 100 acres cleaned, 82 total bags collected, 203.2 pounds of trash collected, and 156.1 pounds of recycling collected  
***Planet over Plastics***

Resolution passed in July

***GHG reporting and data collection***

An RFP process took place, choosing [Lotus Engineering and Sustainability](#) as our GHG reporting consultant for 2020 (2019 reporting).

4. Assist in directing and facilitating the Town's sustainability efforts, offering Green Team staff support.

a. Help in the execution of TMV sustainability efforts.

- Staff assists in all GT directives as well as the all Town suitability efforts.

***Sustainability Staff Support Highlights of 2019:***

Planet over Plastics [webpage creation](#), [volunteer toolkit](#), [benchmark survey](#), and communication strategy.

Cedar Shake fund exhaustion, serving 19 homes.

[Farm to Community](#) program facilitation, serving 61 families (126 people) and distributing more than 7,000 pounds of food.

5. Exhaust incentive funds for all Town incentive programs including, compost, solar, cedar shake, defensible space and farm to community program. Additionally, educate constituents on fee waivers for smart building and deed-restricted housing incentives.

a. Ensure all incentive program participation and application processes are easily accessible, utilizing all communication channels to promote initiatives to targeted groups and encourage incentive utilization.

- Each incentive is individually communicated multiple times through all Town channels. Relevant third-party partners, such as the Wilkinson Public Library, TMVOA, Tri-County Health Network, TSG, Visit Telluride and others are utilized to assist in communication efforts. All applications are easily accessible through the TMV website through either as an online form or downloadable pdf. Some programs have the ability to pay applications fees online.

***Incentive Communication Highlights of 2019***

Incentives Mailer. Reference **Exhibit V**

6. Maintain efforts to reach the Town's greenhouse gas (GHG) reduction targets as more than a **26% reduction** by 2025 by overseeing GHG inventory reporting for the Town government, Mountain Village community, and region. Look into utility consumption, waste, flow, sources, and efficiency and work with various departments to apply improvement recommendations.

a. Oversee the RFP process for an environmental consultant's GHG report for all divisions, tools for the Town to better track future data collection, and clear recommendations in reducing emissions to reach TMV's goals.



- [Lotus Engineering and Sustainability](#) began collaboration with staff for the collection 2019 data for the corporate and community GHG reports under the Global Convent of Mayors reporting standards. Already these efforts have educated staff on better ways to collect and organize data. Lotus has also provided a compressive excel spreadsheet to input data and receive real time GHG emission analytics, as well as forecasting potential for future emissions.
- b. Work with the Public Works department to ensure monthly data tracking in order to access real time energy use.
  - Staff has provided Lotus with required data for the 2019 report. They will train on the excel reporting tool and provide data monthly going into 2020.
- c. Use consultant recommendations to set departmental environmental goals.
  - The 2019 Town’s corporate GHG report will break out GHG emissions by department. This will help guide departments in their inefficiencies and provided recommendations on environmental goals for 2020.

#### LOOKING INTO 2020

- In order to accomplish the annual GT workplan in 2020, the committee has limited its focus to an individual household composting unit program, Planet over Plastics outreach and business assistance/certification, and the Community Clean Up day event. Sustainably staff will be responsible for the Green Tips communication, Farm to Community applications and program facilitation, composting applications, and overseeing GHG reporting and data collection, Staff is excited to continue working with Lotus to refine our data collection strategy for GHG reporting in 2020.



**EXHIBIT A: 2020 adopted budget**

**Town of Mountain Village 2020 Adopted, 2019 Revised, and 2021-2024 Long Term Projections  
*Communications & Business Development***

Worksheet	Account Name	Actuals 2017	Actuals 2018	2019		2020		2021 Long	2022 Long	2023 Long	2024 Long	
				2019 Original	2019 Revised	Adjustments	2020 Adopted	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Communications & Business Development	Salaries & Wages	78,391	139,368	196,915	196,915	-	135,515	(61,400)	132,503	132,503	132,503	132,503
Communications & Business Development	Group Insurance	10,946	23,833	37,500	37,500	-	27,000	(10,500)	27,540	28,091	28,653	29,226
Communications & Business Development	Dependent Health Reimbursement	-	(529)	(720)	(2,000)	(1,280)	(2,000)	-	(2,000)	(2,000)	(2,000)	(2,000)
Communications & Business Development	PERA & Payroll Taxes	12,150	21,464	30,286	30,286	-	21,181	(9,105)	21,041	21,041	21,041	21,041
Communications & Business Development	PERA 401K	1,555	2,826	7,877	7,877	-	3,388	(4,489)	3,975	5,300	5,300	5,300
Communications & Business Development	Workers Compensation	118	124	185	185	-	194	9	204	214	225	236
Communications & Business Development	Other Employee Benefits	1,750	600	2,700	2,700	-	1,900	(800)	1,938	1,977	2,016	2,057
Communications & Business Development	Consultant Services	13,775	8,882	16,000	16,000	-	5,000	(11,000)	5,000	5,000	5,000	5,000
Communications & Business Development	Green Team Compost	-	1,199	25,000	25,000	-	20,000	(5,000)	20,000	20,000	20,000	20,000
Communications & Business Development	Green Team Green House Gas (1)	-	12,000	17,135	17,135	-	19,000	1,865	19,000	19,000	19,000	19,002
Communications & Business Development	Green Team Communications/Education	-	-	10,000	10,000	-	7,570	(2,430)	7,570	7,570	7,570	7,570
Communications & Business Development	Green Team MV Clean Up (2)	-	-	1,400	1,400	-	1,400	-	1,400	1,400	1,400	1,400
Communications & Business Development	Green Team Bike to Work (3)	-	-	30	30	-	30	-	30	30	30	30
Communications & Business Development	Green Team Green Lights (4)	-	1,314	5,000	5,000	-	-	(5,000)	-	-	-	-
Communications & Business Development	Green Team Dues & Fees	-	-	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Communications & Business Development	Farm to Community Initiative (5)	-	23,245	30,000	30,000	-	40,000	10,000	40,000	40,000	40,000	40,000
Communications & Business Development	Facility Rent (6)	-	300	3,600	3,600	-	-	(3,600)	-	-	-	-
Communications & Business Development	Dues & Fees	2,700	1,591	2,195	2,195	-	2,000	(195)	2,000	2,000	2,000	2,000
Communications & Business Development	Travel, Education & Training	2,094	6,645	8,000	8,000	-	3,000	(5,000)	3,000	3,000	3,000	3,000
Communications & Business Development	Live Video Streaming	14,110	15,741	18,000	18,000	-	15,000	(3,000)	15,000	15,000	15,000	15,000
Communications & Business Development	Marketing-Business Development	28,714	60,471	65,000	59,000	(6,000)	27,000	(32,000)	27,000	27,000	27,000	27,000
Communications & Business Development	Marketing-Software	-	495	-	6,000	6,000	5,000	(1,000)	5,000	5,000	5,000	5,000
Communications & Business Development	Marketing-Design	-	873	2,500	2,500	-	6,000	3,500	6,000	6,000	6,000	6,000
Communications & Business Development	Marketing-Public Relations	-	11,903	10,000	10,000	-	-	(10,000)	-	-	-	-
Communications & Business Development	Marketing-Video	-	2,500	6,500	6,500	-	1,500	(5,000)	1,500	1,500	1,500	1,500
Communications & Business Development	Postage & Freight	-	54	500	500	-	500	-	500	500	500	500
Communications & Business Development	Surveys	-	-	1,500	1,500	-	-	(1,500)	-	-	-	-
Communications & Business Development	Photos	2,554	5,108	5,000	5,000	-	2,000	(3,000)	2,000	2,000	2,000	2,000
Communications & Business Development	General Supplies & Materials	2,912	2,722	4,500	4,500	-	2,000	(2,500)	2,000	2,000	2,000	2,000
Communications & Business Development	Business Meals	481	1,438	1,600	1,600	-	400	(1,200)	400	400	400	400
Communications & Business Development	Employee Appreciation	120	208	600	600	-	200	(400)	200	200	200	200
Communications & Business Development	Books & Periodicals	-	213	200	200	-	-	(200)	-	-	-	-
Communications & Business Development	Communications - Phone	936	2,150	3,600	3,600	-	2,872	(728)	2,872	2,872	2,872	2,872
Communications & Business Development	Website Hosting	8,960	5,626	6,300	6,300	-	3,500	(2,800)	3,500	3,500	3,500	3,500
Communications & Business Development	Website Management	8,913	35,243	18,000	18,000	-	17,000	(1,000)	17,000	17,000	17,000	17,000
Communications & Business Development	E-Mail Communication	14,799	16,217	19,000	19,000	-	8,000	(11,000)	8,000	8,000	8,000	8,000
Communications & Business Development	Print Advertising	17,824	18,158	18,000	18,000	-	9,000	(9,000)	9,000	9,000	9,000	9,000
Communications & Business Development	Promo Items/Info	12,500	-	1,950	1,950	-	950	(1,000)	950	950	950	950
Communications & Business Development	Special Events Marketing	128	-	-	-	-	2,000	2,000	2,000	2,000	2,000	2,000
Communications & Business Development	Broadcast Programming	1,188	-	5,600	5,600	-	1,200	(4,400)	1,200	1,200	1,200	1,200
Communications & Business Development	Online Advertising	303	583	5,000	5,000	-	1,000	(4,000)	1,000	1,000	1,000	1,000
Communications & Business Development	Social Media	3,671	3,854	9,500	9,500	-	5,000	(4,500)	5,000	5,000	5,000	5,000
<b>Total</b>		<b>241,594</b>	<b>426,419</b>	<b>597,953</b>	<b>596,673</b>	<b>(1,280)</b>	<b>397,300</b>	<b>(199,373)</b>	<b>395,323</b>	<b>397,248</b>	<b>397,860</b>	<b>398,486</b>

- (1) New RFP has been drafted for government and community GHG emissions reporting. We have asked for the tools to track data in house and develop future reporting internally.
- (2) Green Team is growing this event year over year
- (3) An increase of \$150 for Bike to Work participation
- (4) Tri-state is cutting the rebate next year so TMV will not continue their support in 2020
- (5) Council has supported increasing the funds for this program
- (6) Telluride Works membership will not continue in 2020



EXHIBIT B: Monthly sum of email correspondence sent by year

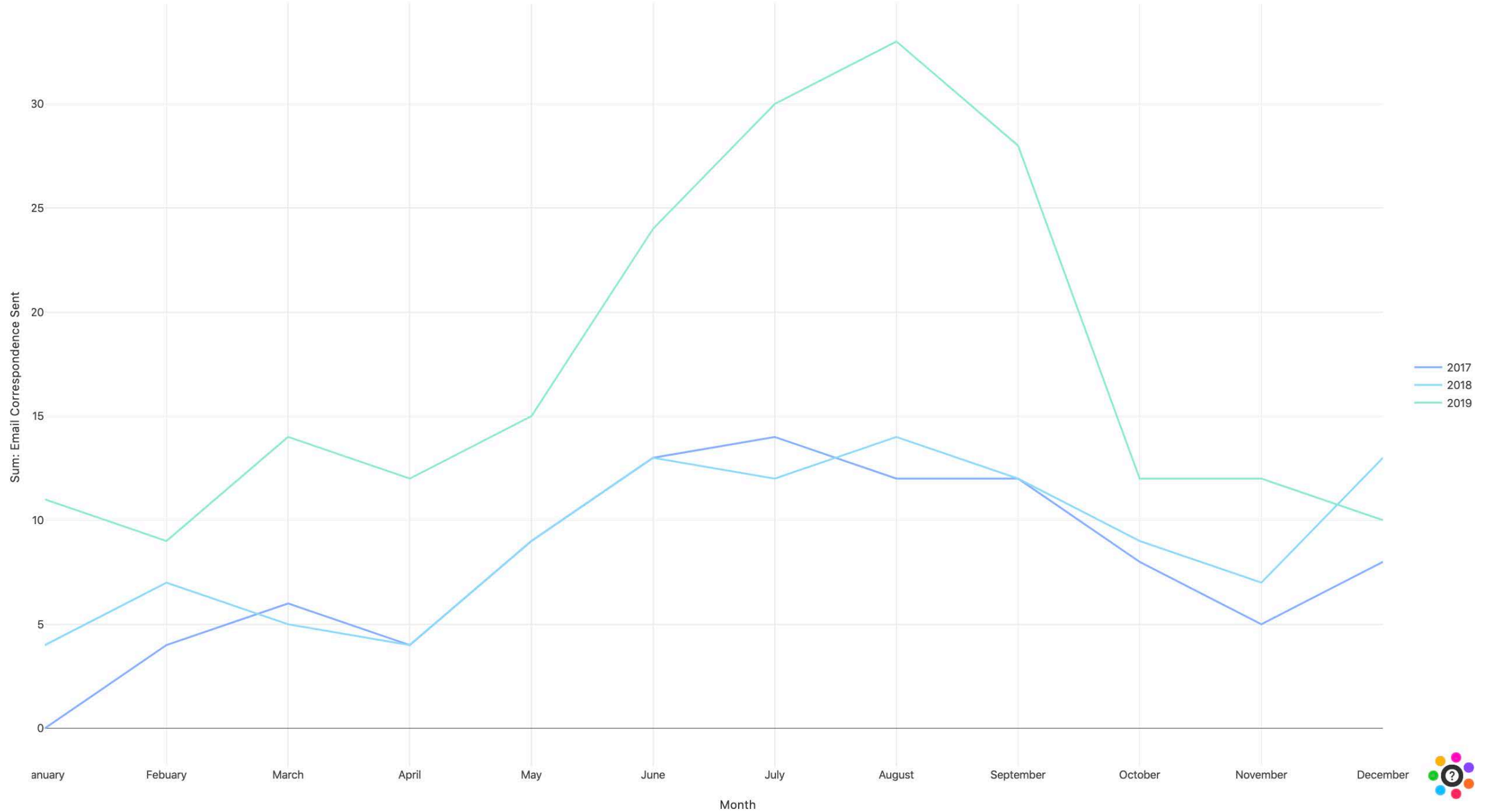
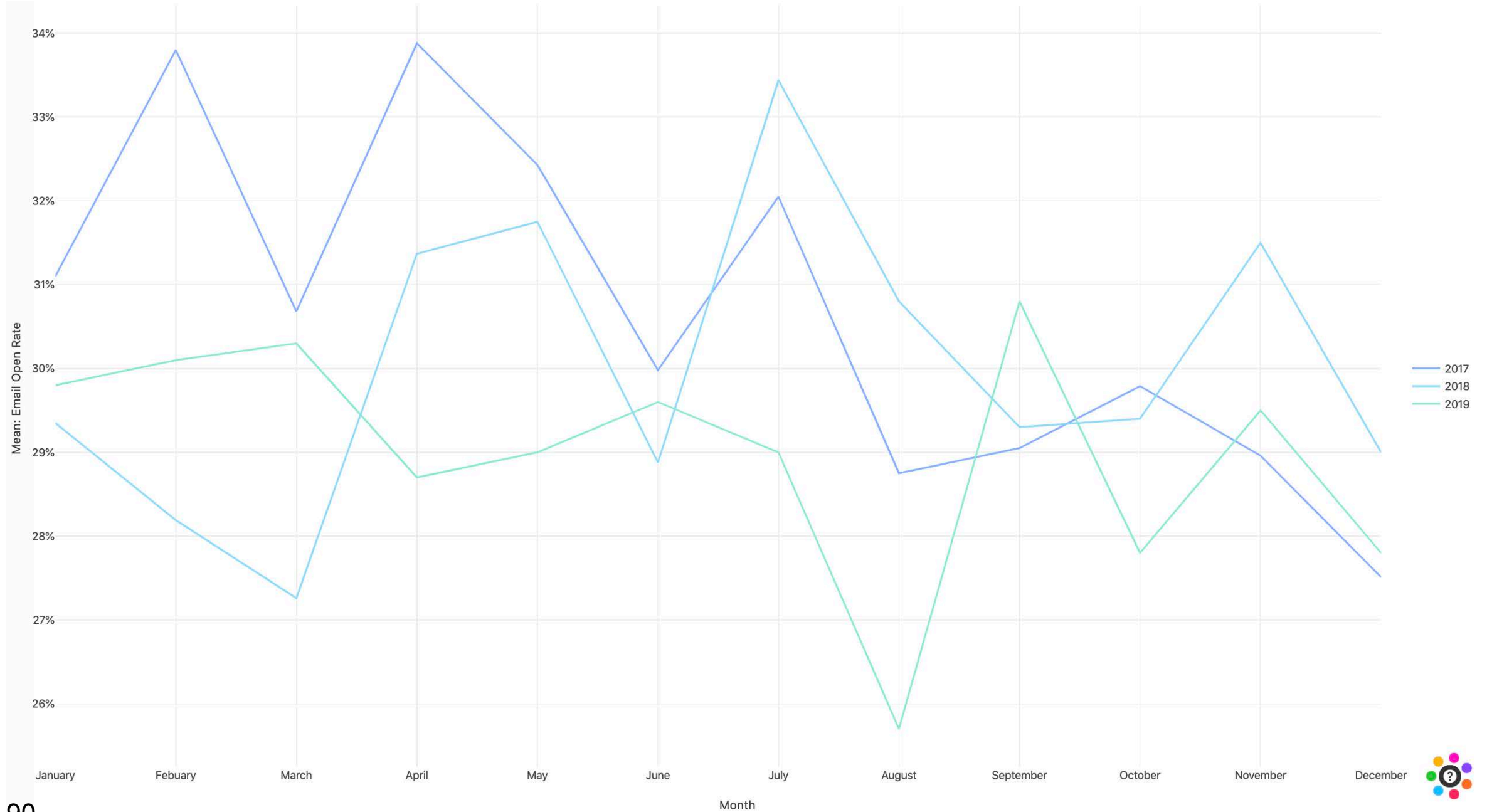






EXHIBIT C: Average open rate for monthly email correspondence sent by year





**EXHIBIT D: Average click-through rate for monthly email correspondence sent by year**

**NOTE:** click-through data does not account for dates prior to July 2018 due to previous data collection strategies

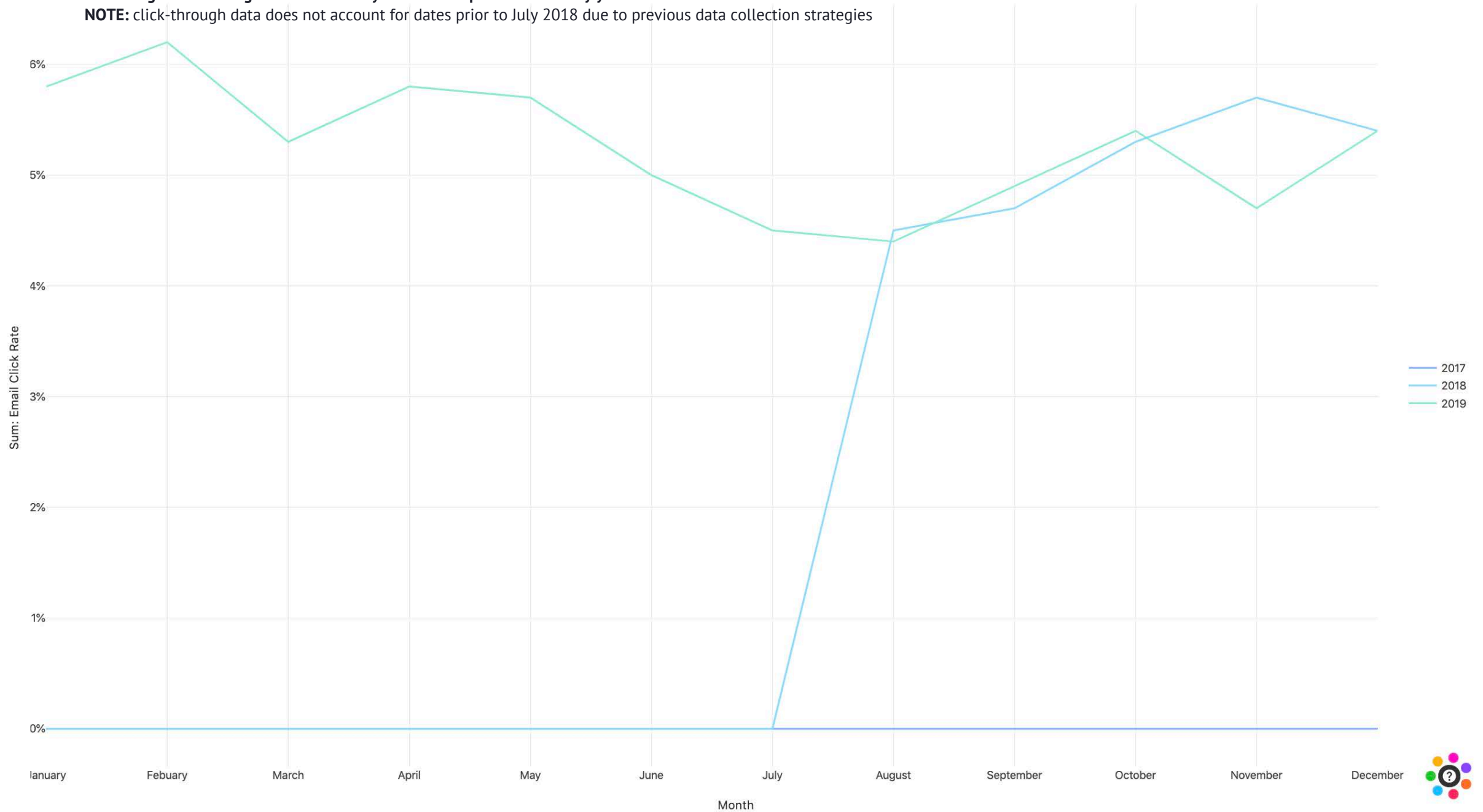
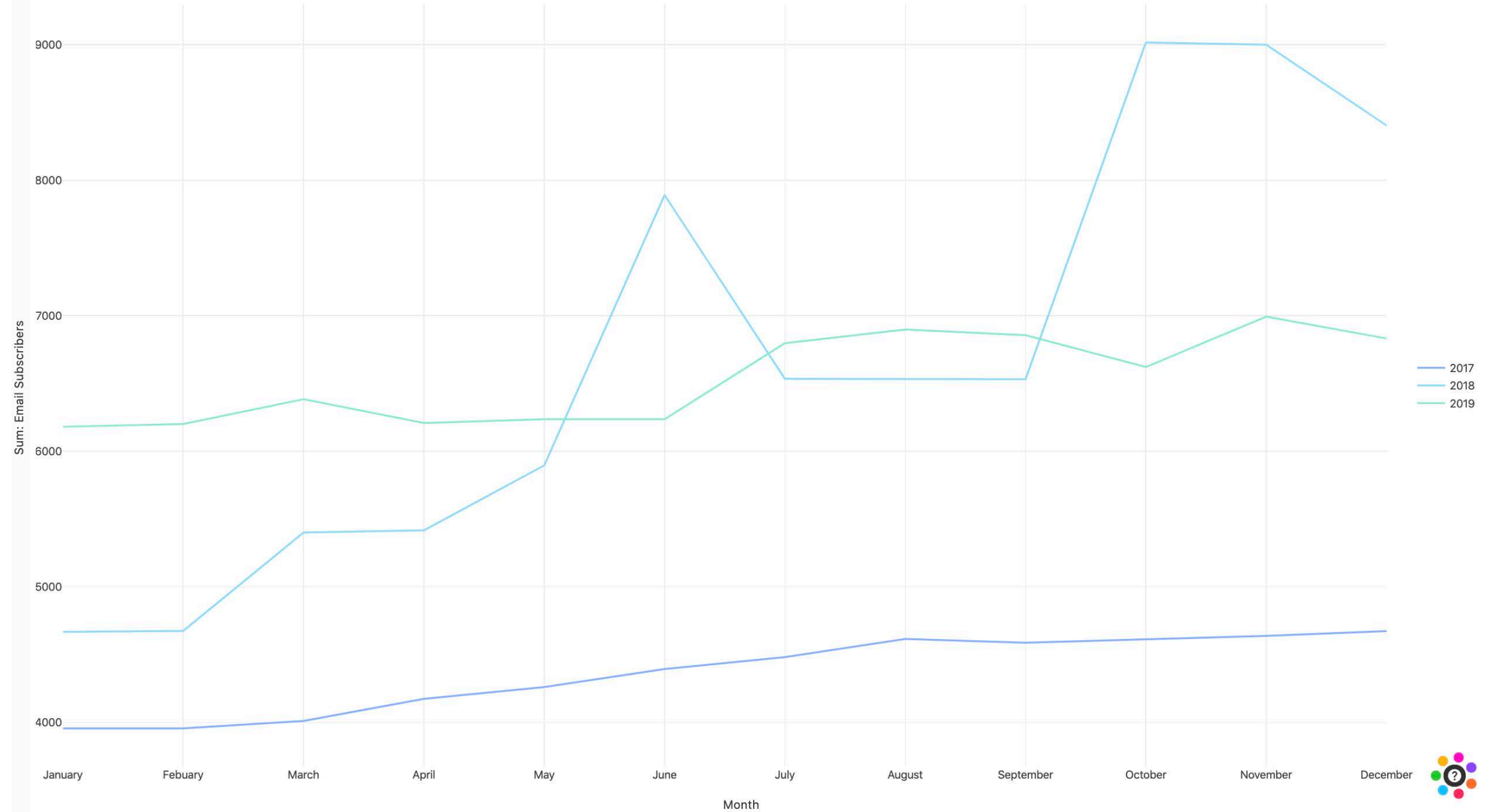




EXHIBIT E: Monthly sum of email subscriptions by year





**EXHIBIT F: Internal departmental communication requests by month and department**

20 **NOTE:** numbers are approximate because not all requests have gone through the project tracker.

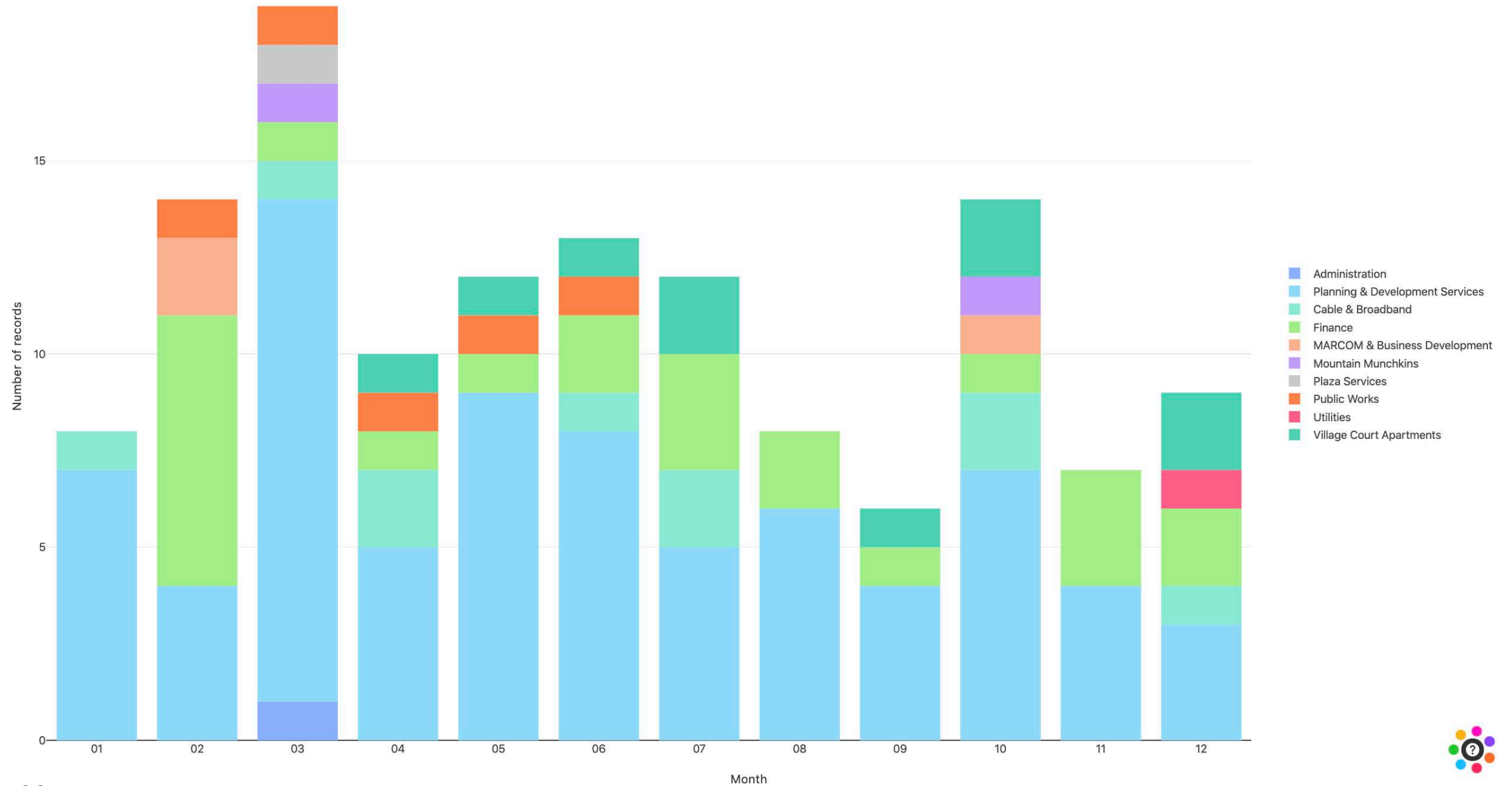




EXHIBIT G: Monthly sum of Twitter posts by year

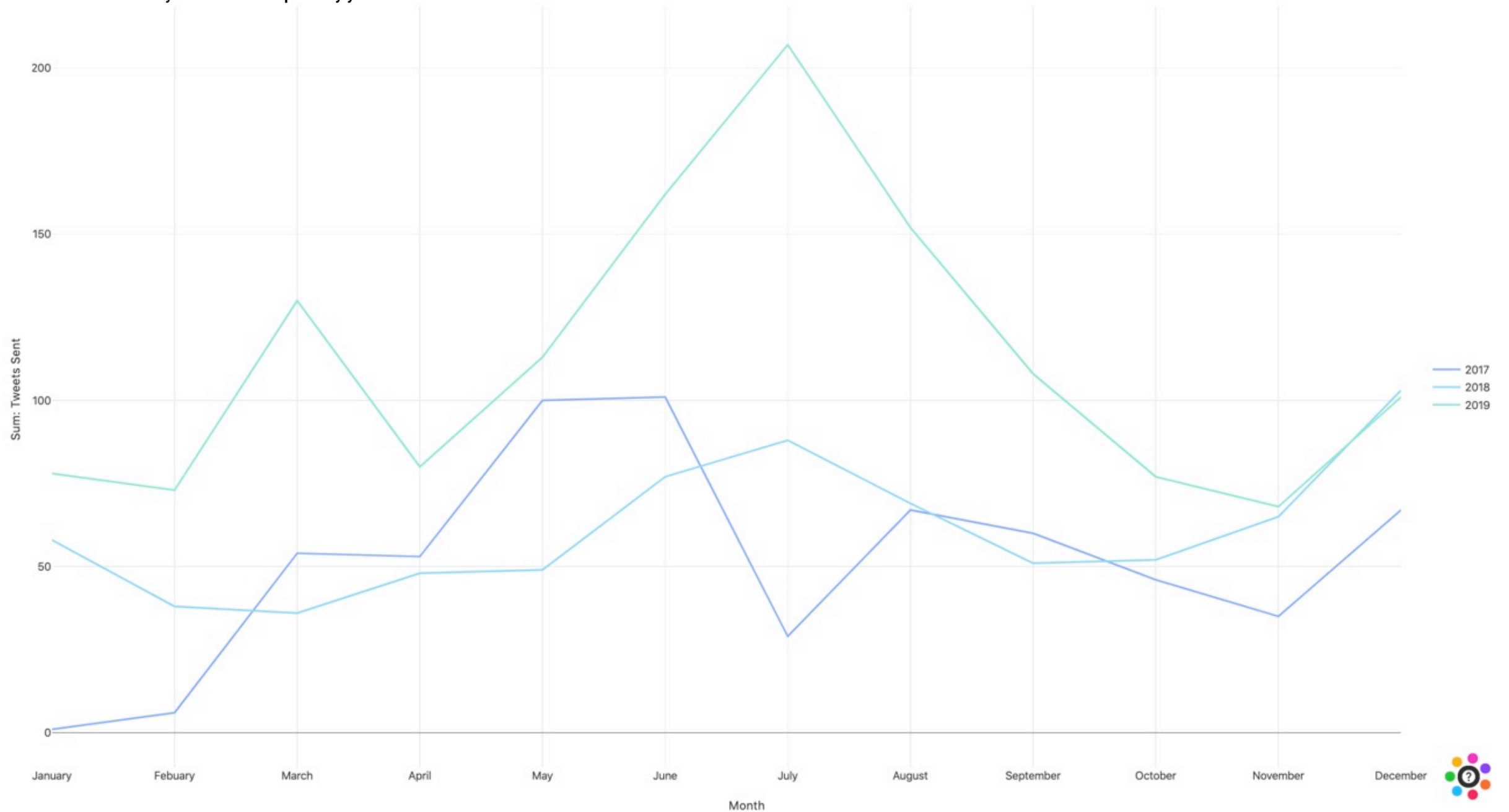




EXHIBIT H: Monthly sum of Facebook posts by year

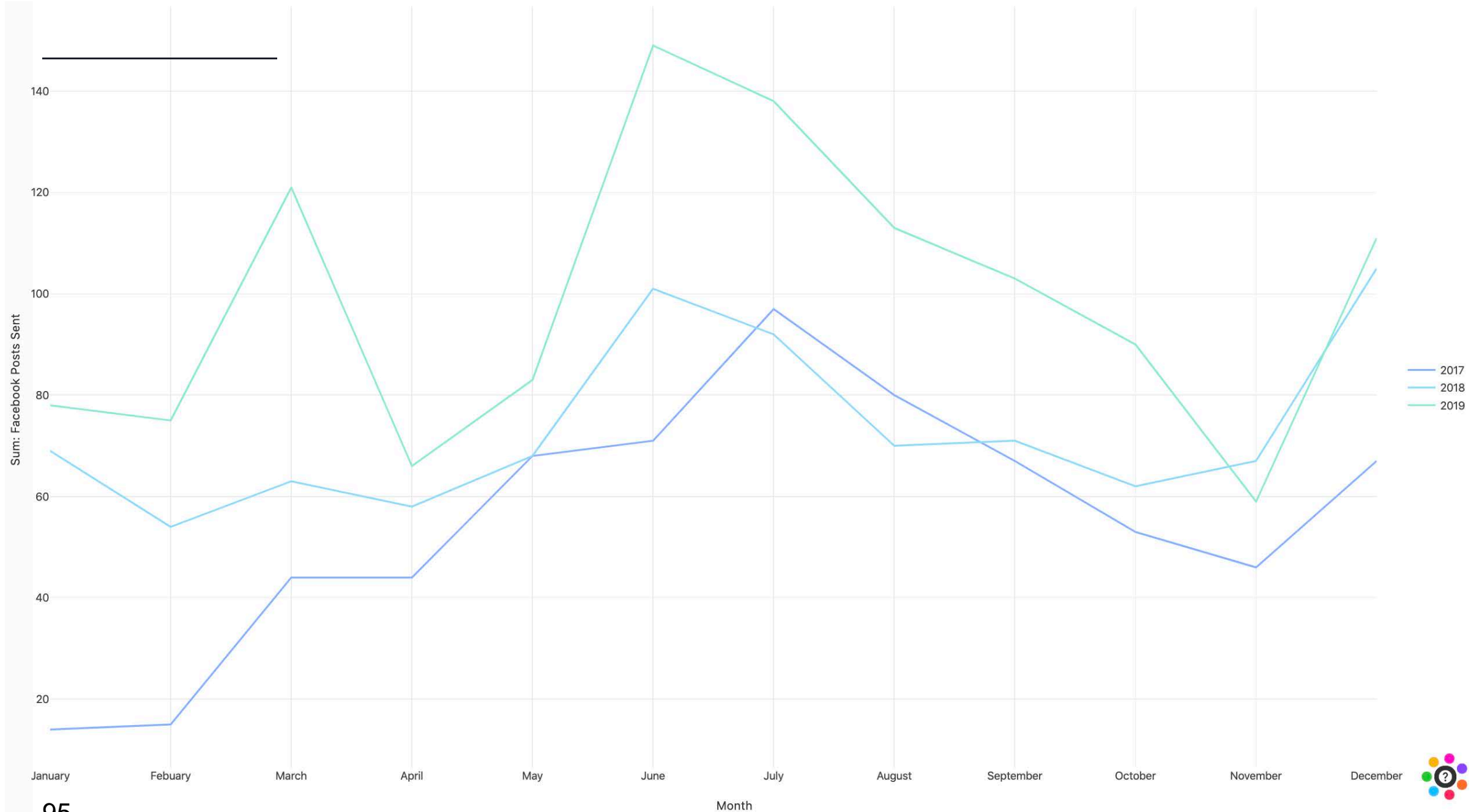




EXHIBIT I: Monthly sum of Instagram posts by year

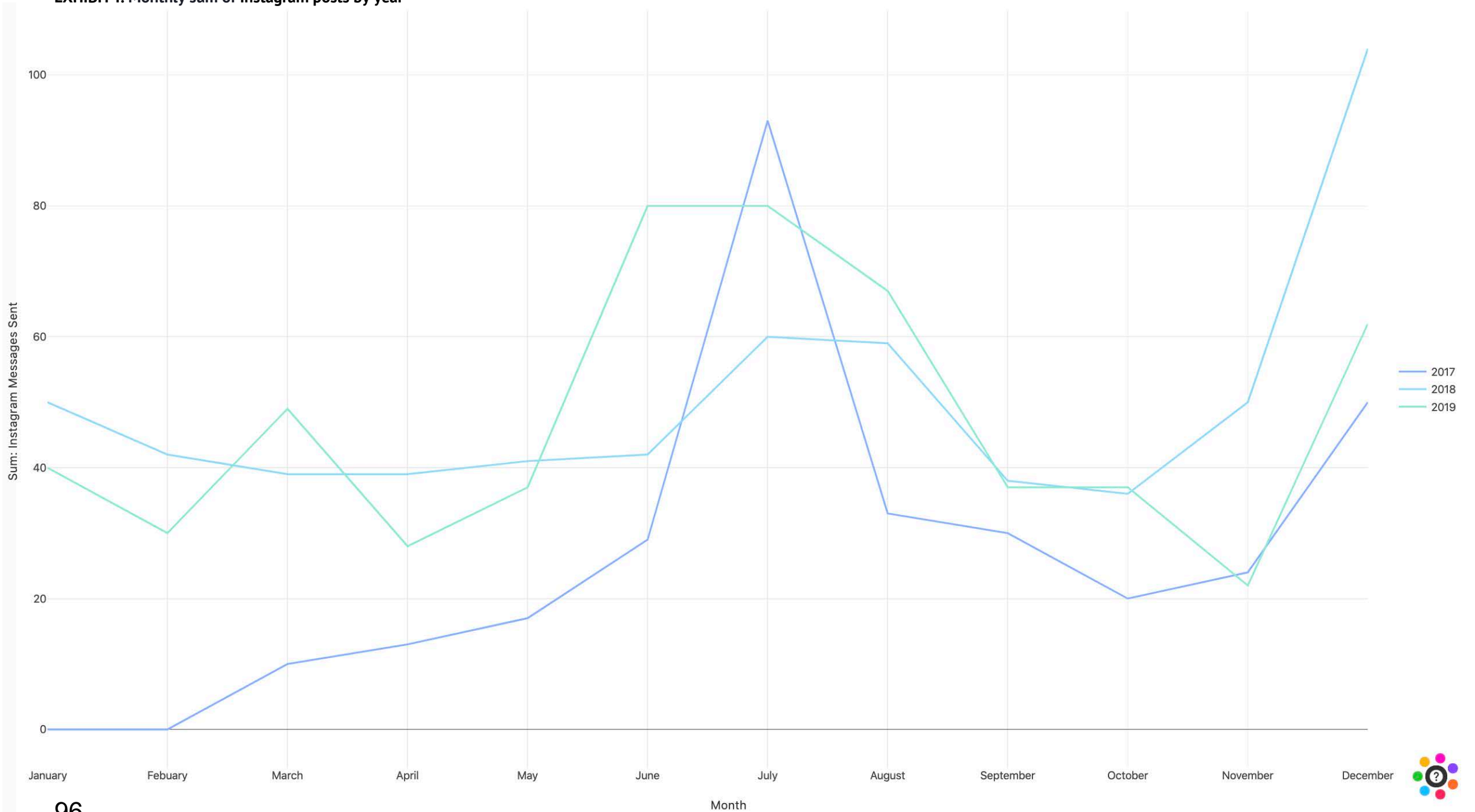






EXHIBIT J: Monthly sum of LinkedIn posts by year

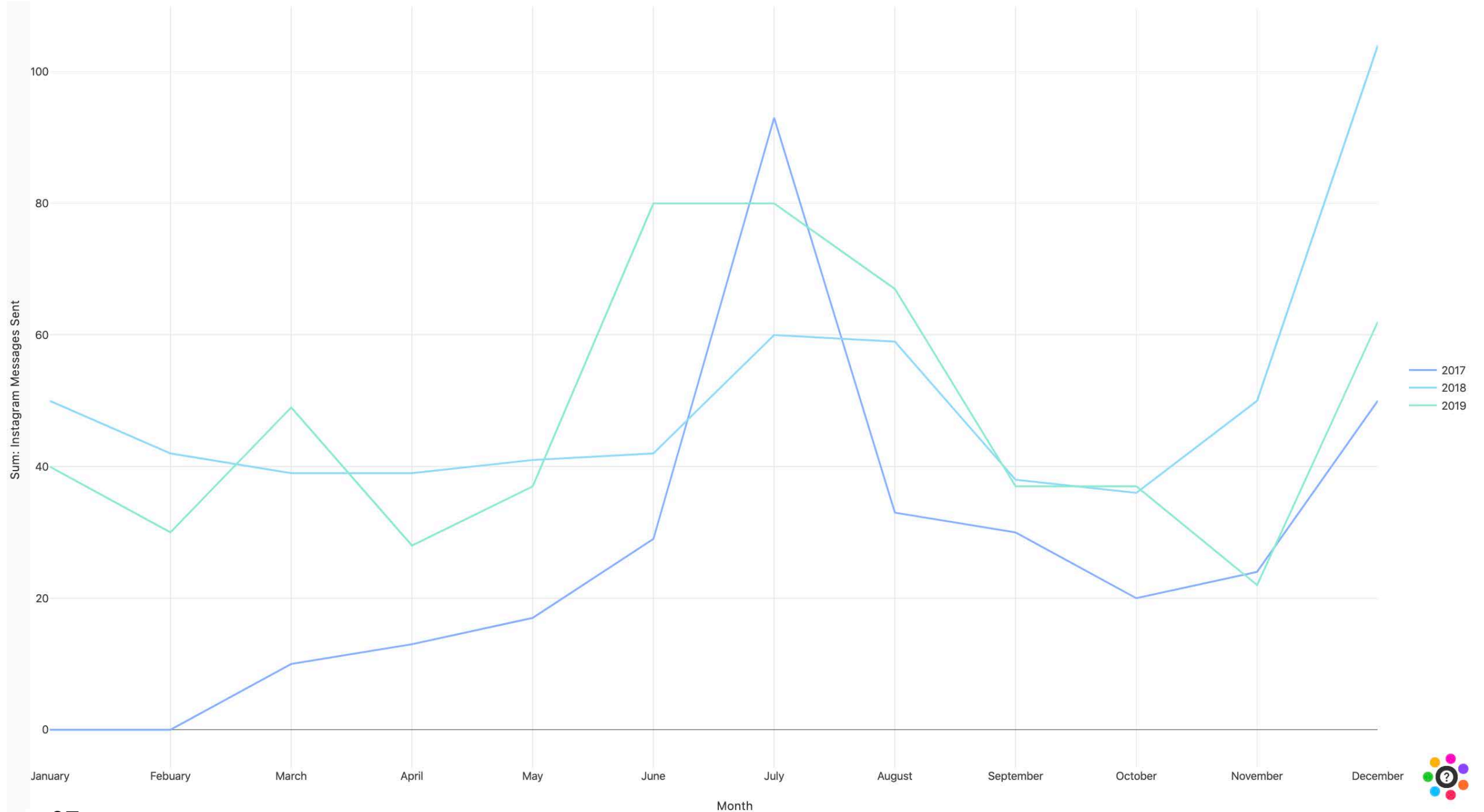
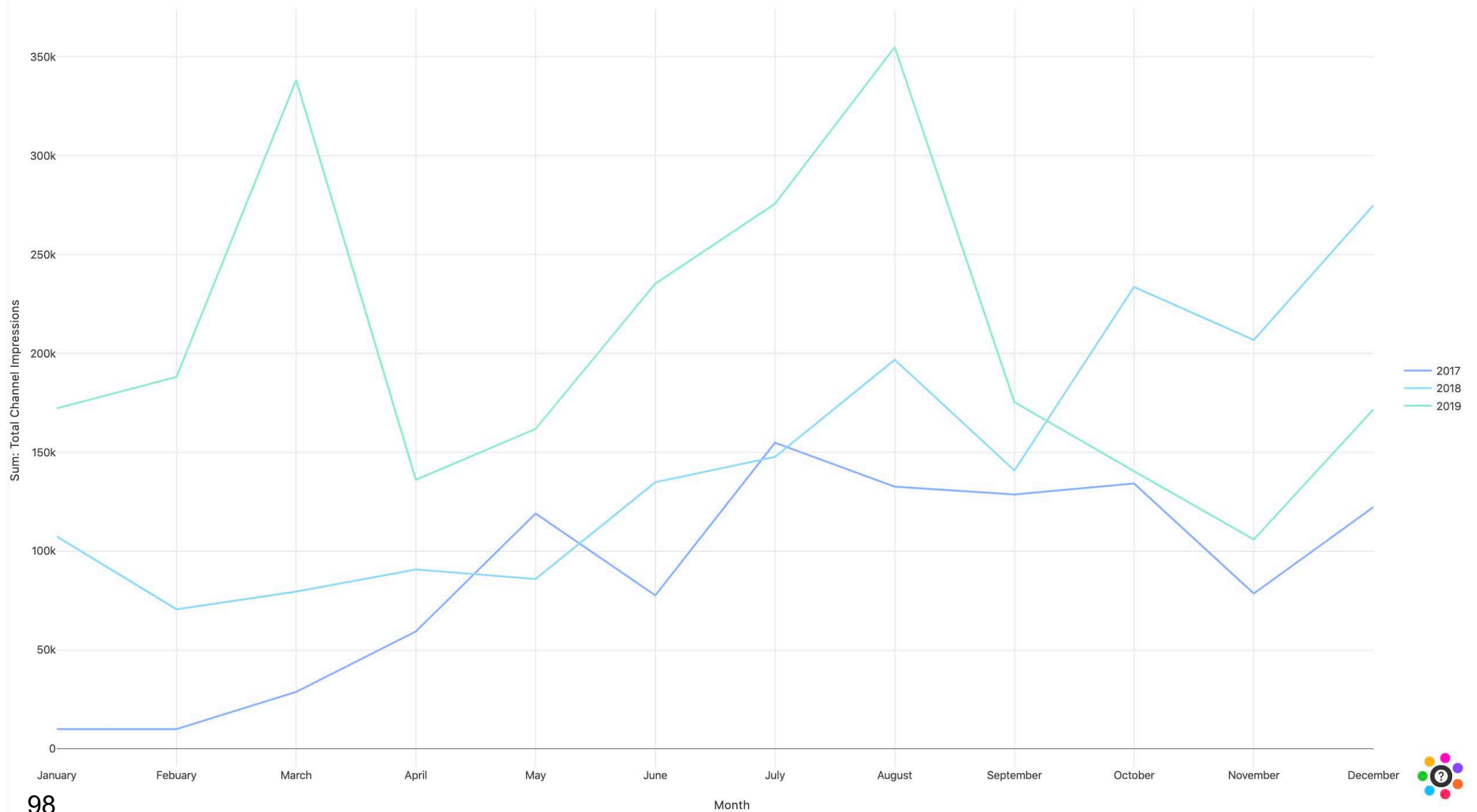


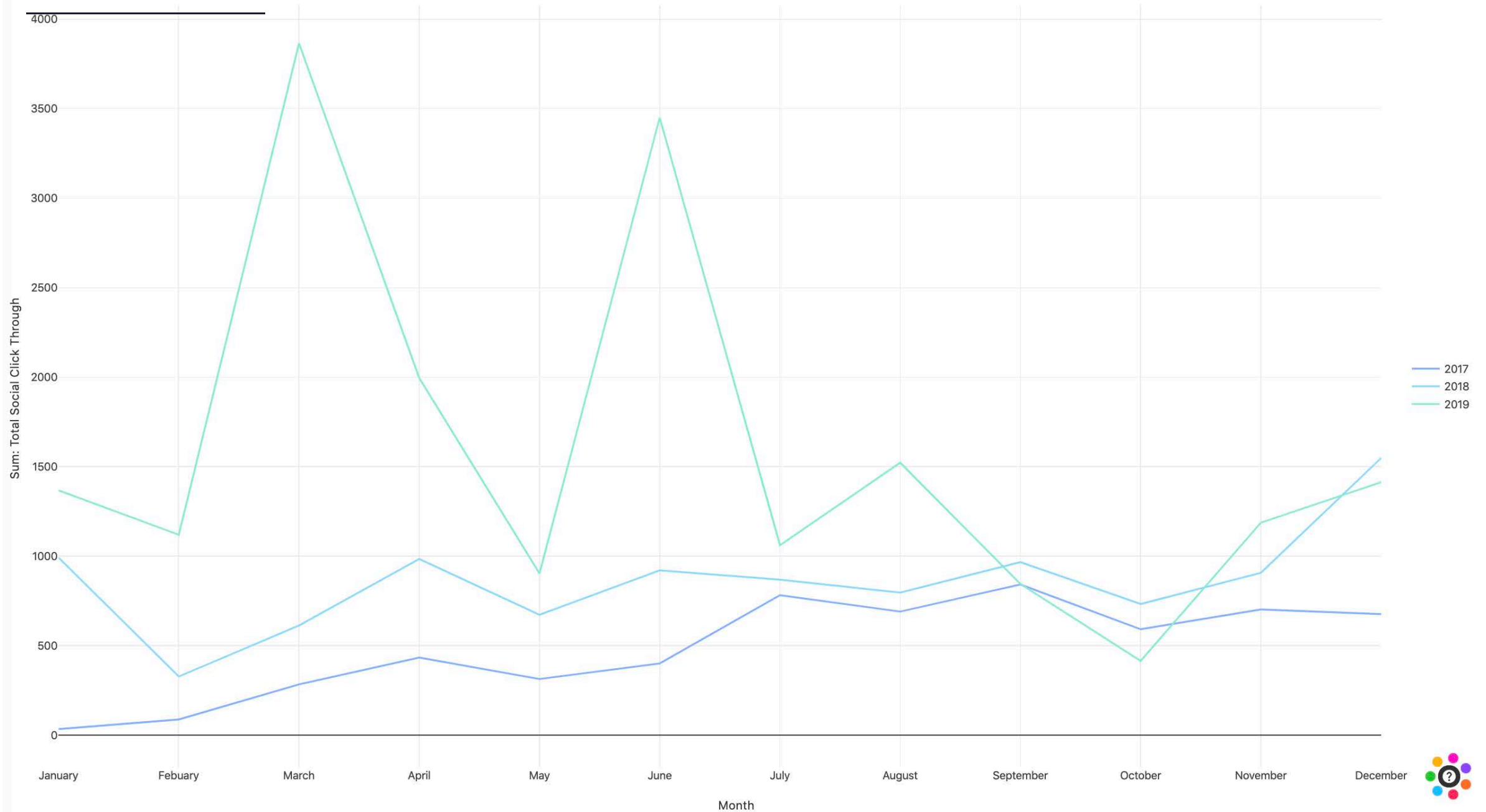


EXHIBIT K: Monthly sum of social media impressions across all channels by year





**EXHIBIT L: Monthly sum of social media click-throughs across all channels by year**





**EXHIBIT M: Monthly sum of social media followers across all channels by year**

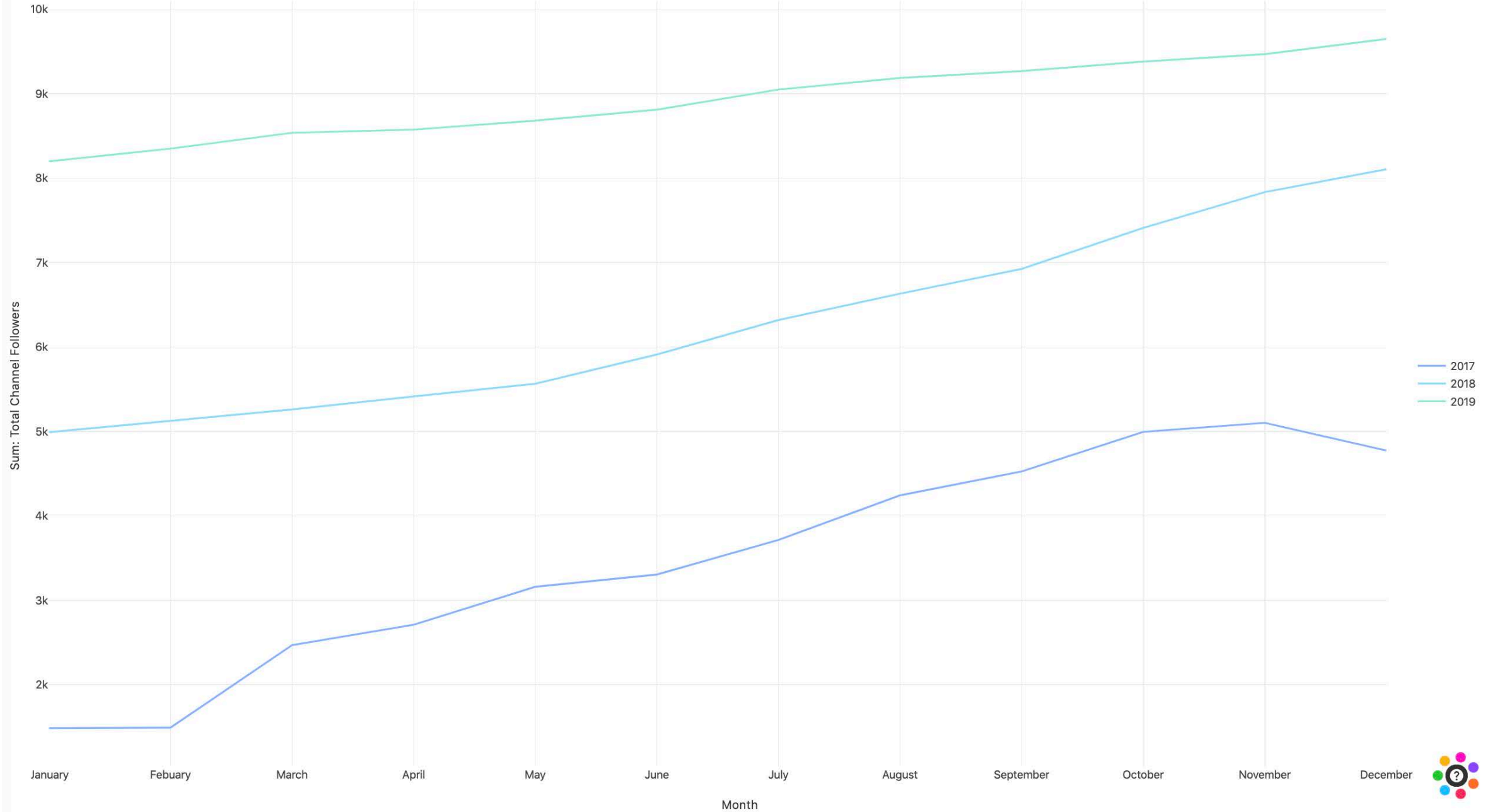




EXHIBIT N: Monthly sum of social media engagements across all channels by year

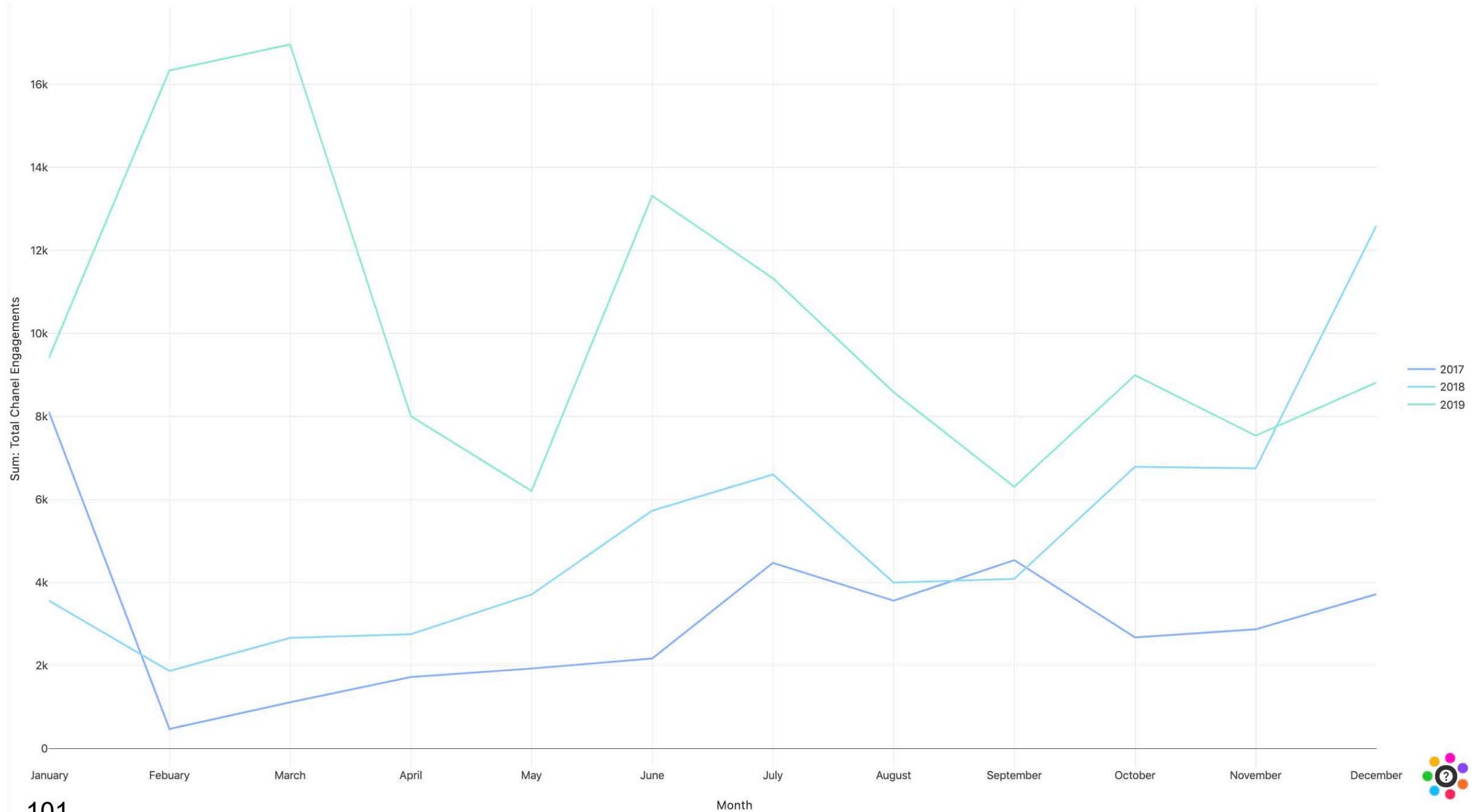




EXHIBIT O: Monthly sum of press release distribution by year

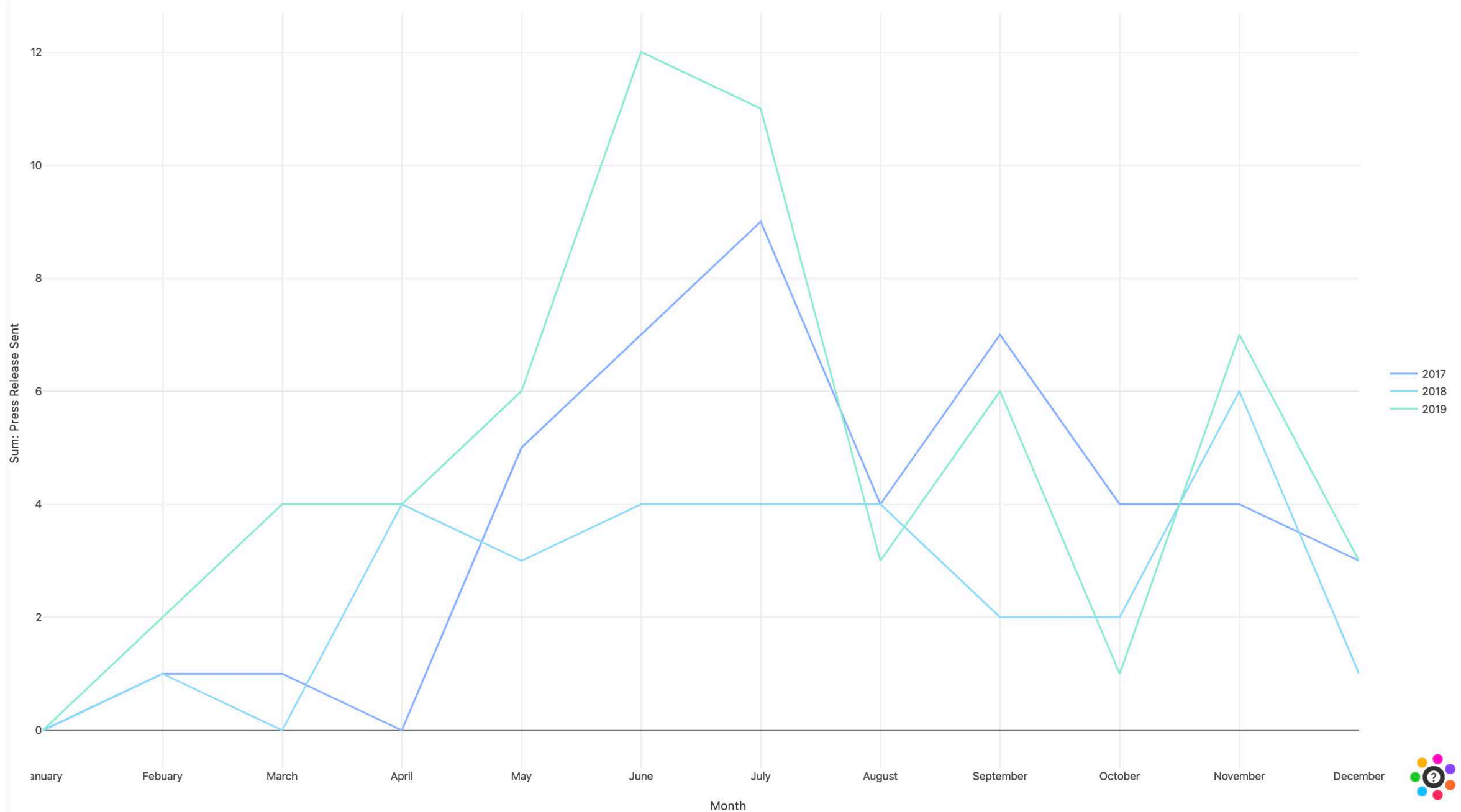




EXHIBIT P: Monthly sum of Town of Mountain Village media mentions by publication

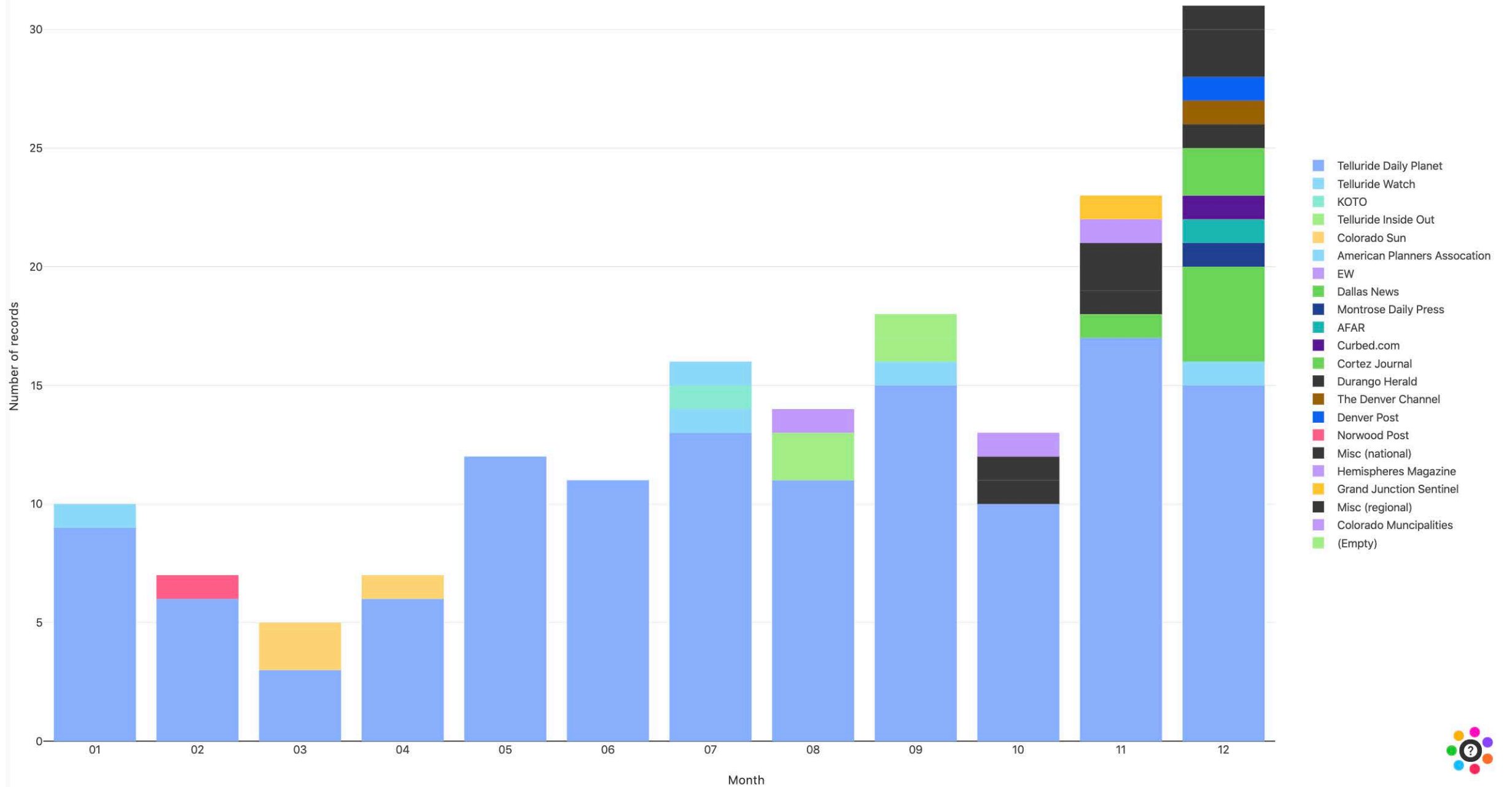






EXHIBIT Q: Monthly sum of website users by year

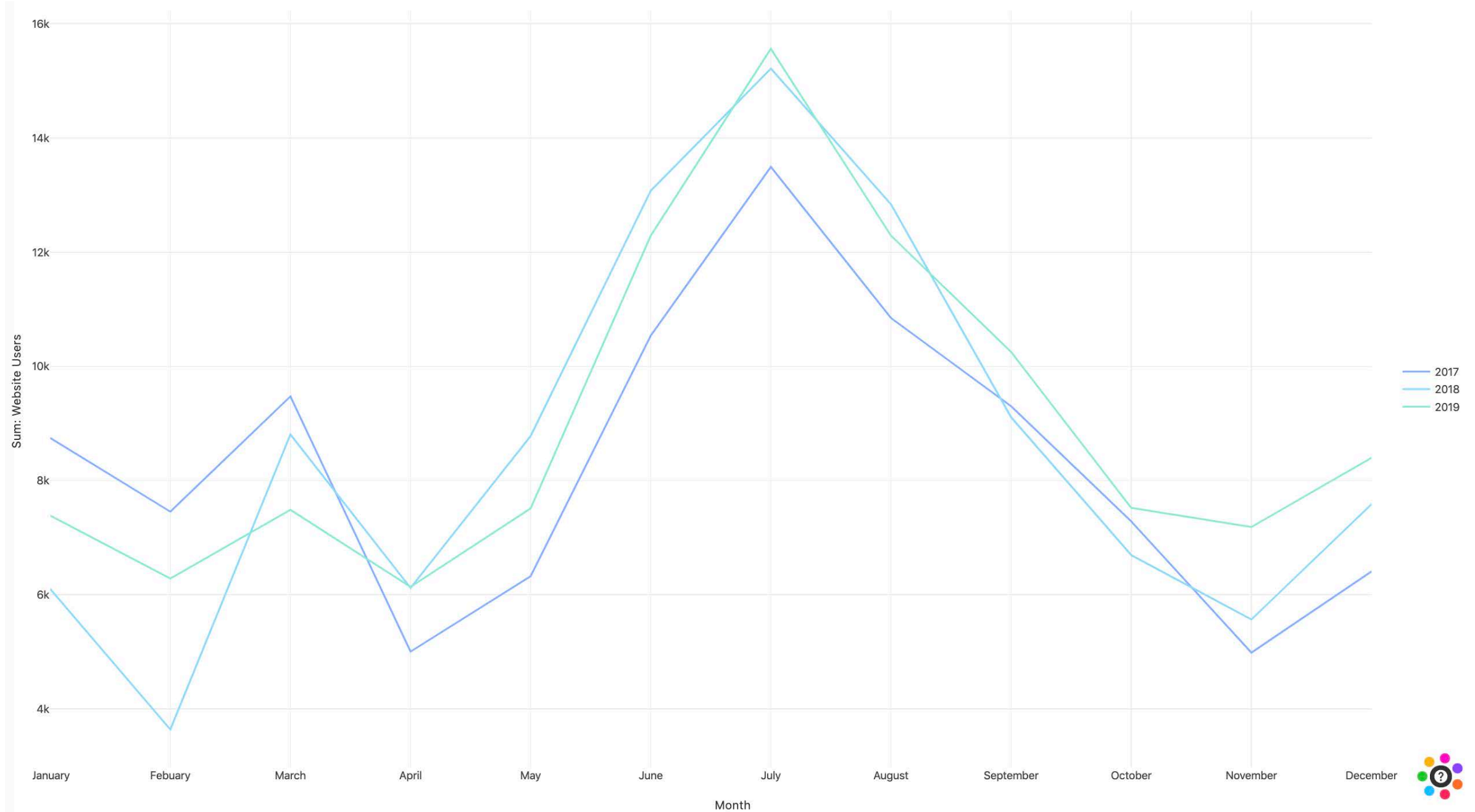
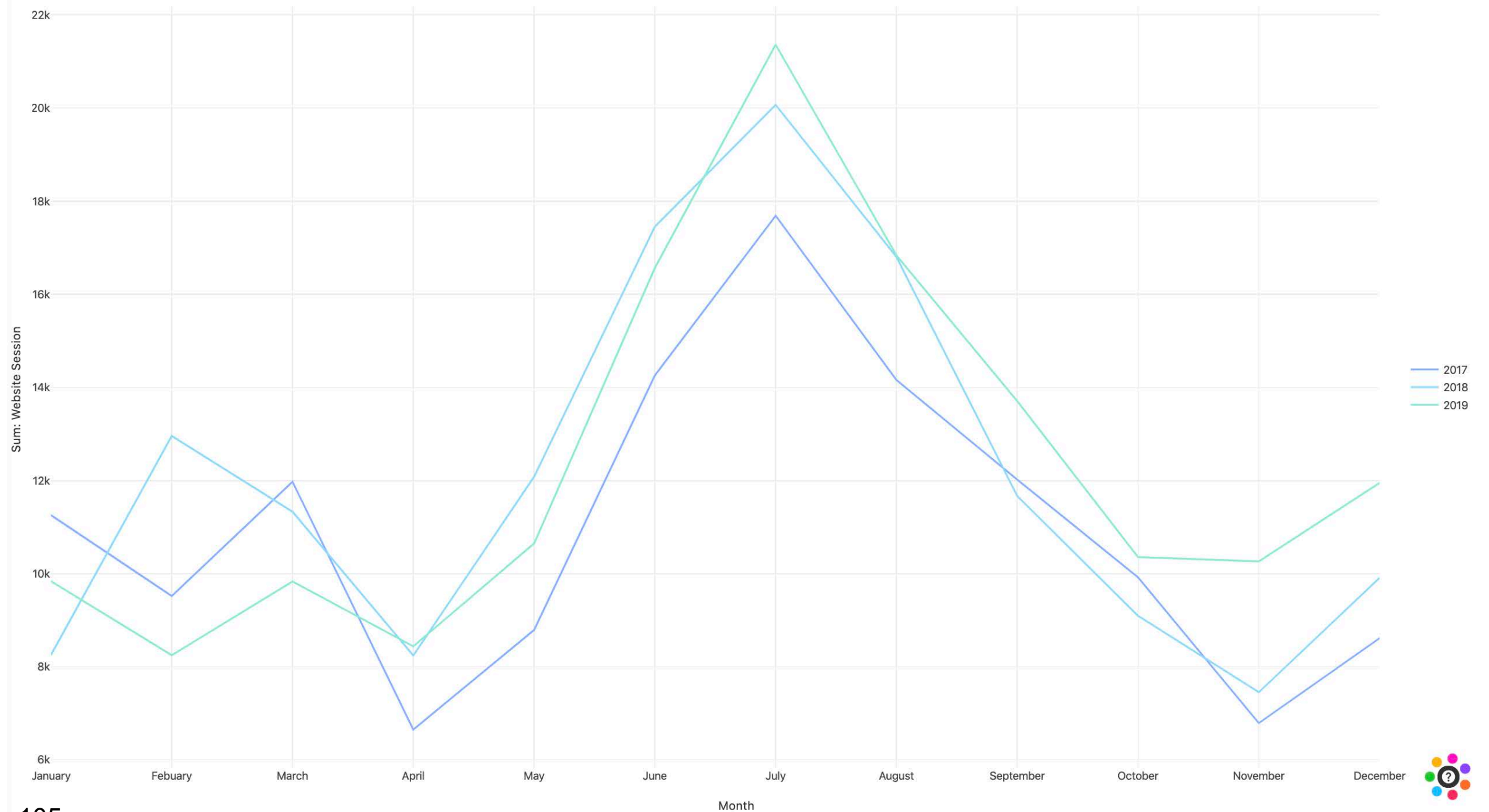


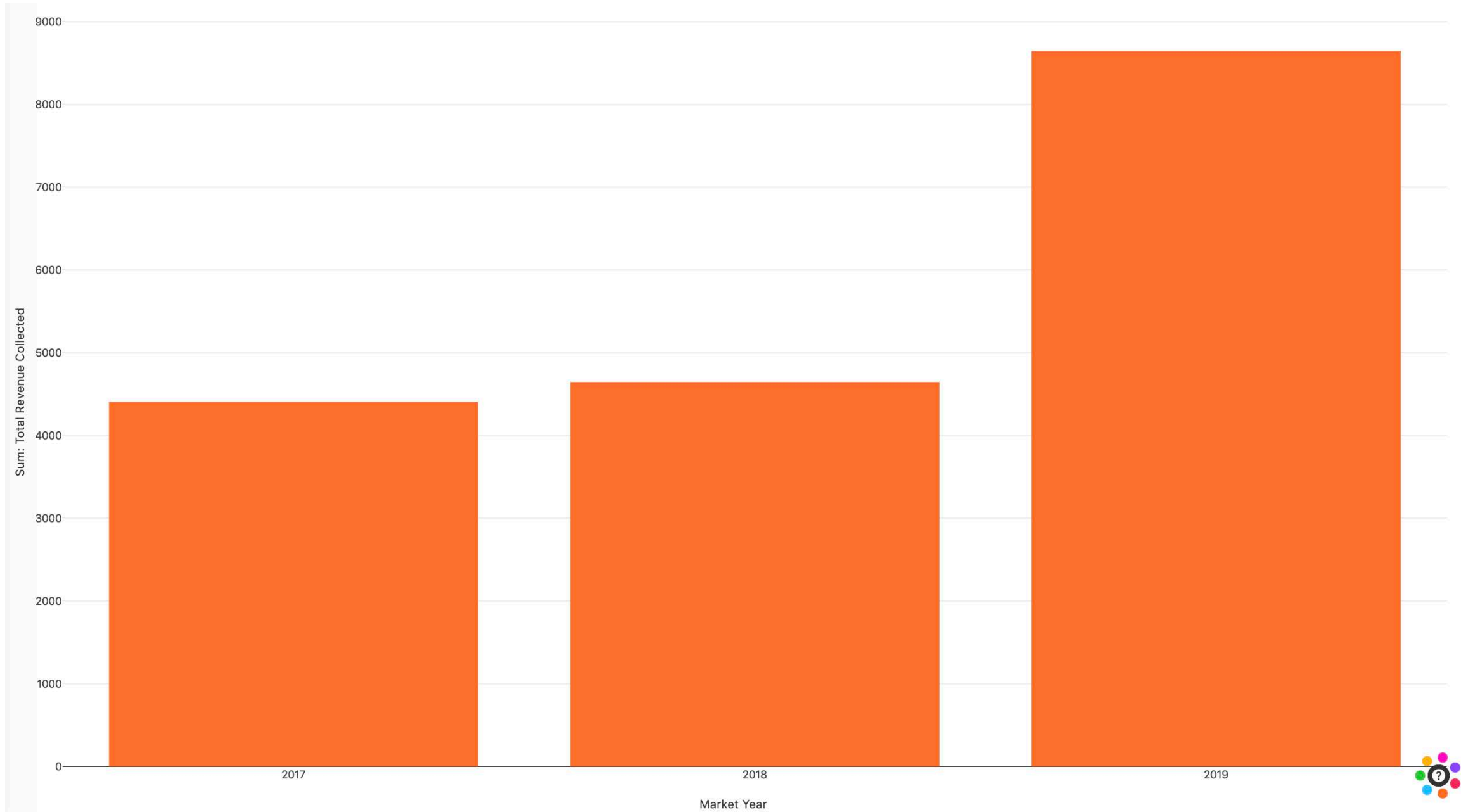


EXHIBIT R: Monthly sum of website sessions by year





**EXHIBIT S: Annual sum of total Market on the Plaza revenues.**





**EXHIBIT T: Annual sum of plaza license agreements by year issued, with 2019 active vs expired.**

**NOTE:** Prior to 2013 PLAs had 1 year contracts terms , compared to the standard 3 year term.

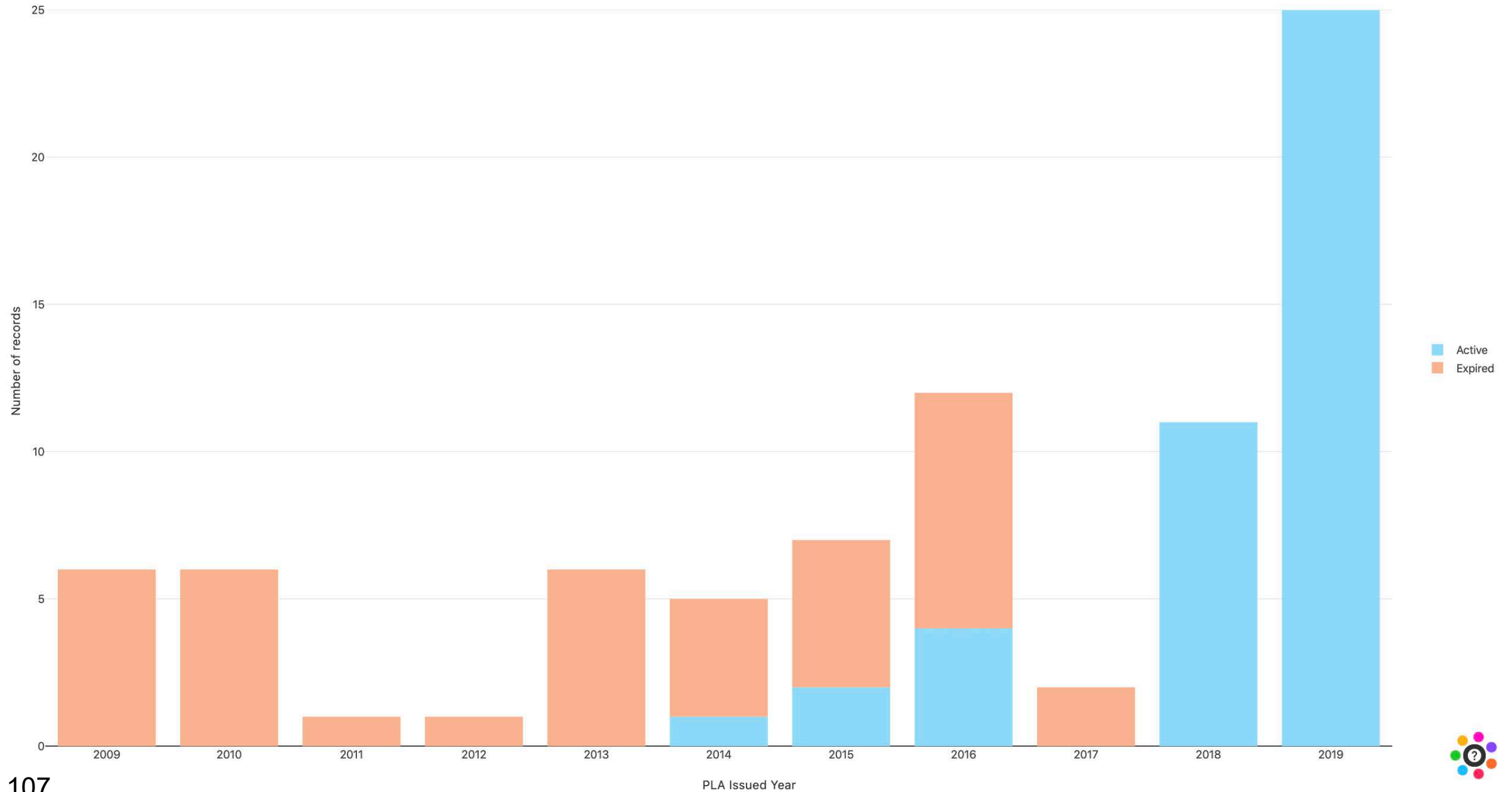




EXHIBIT U: Annual sum of special event permits by application type.

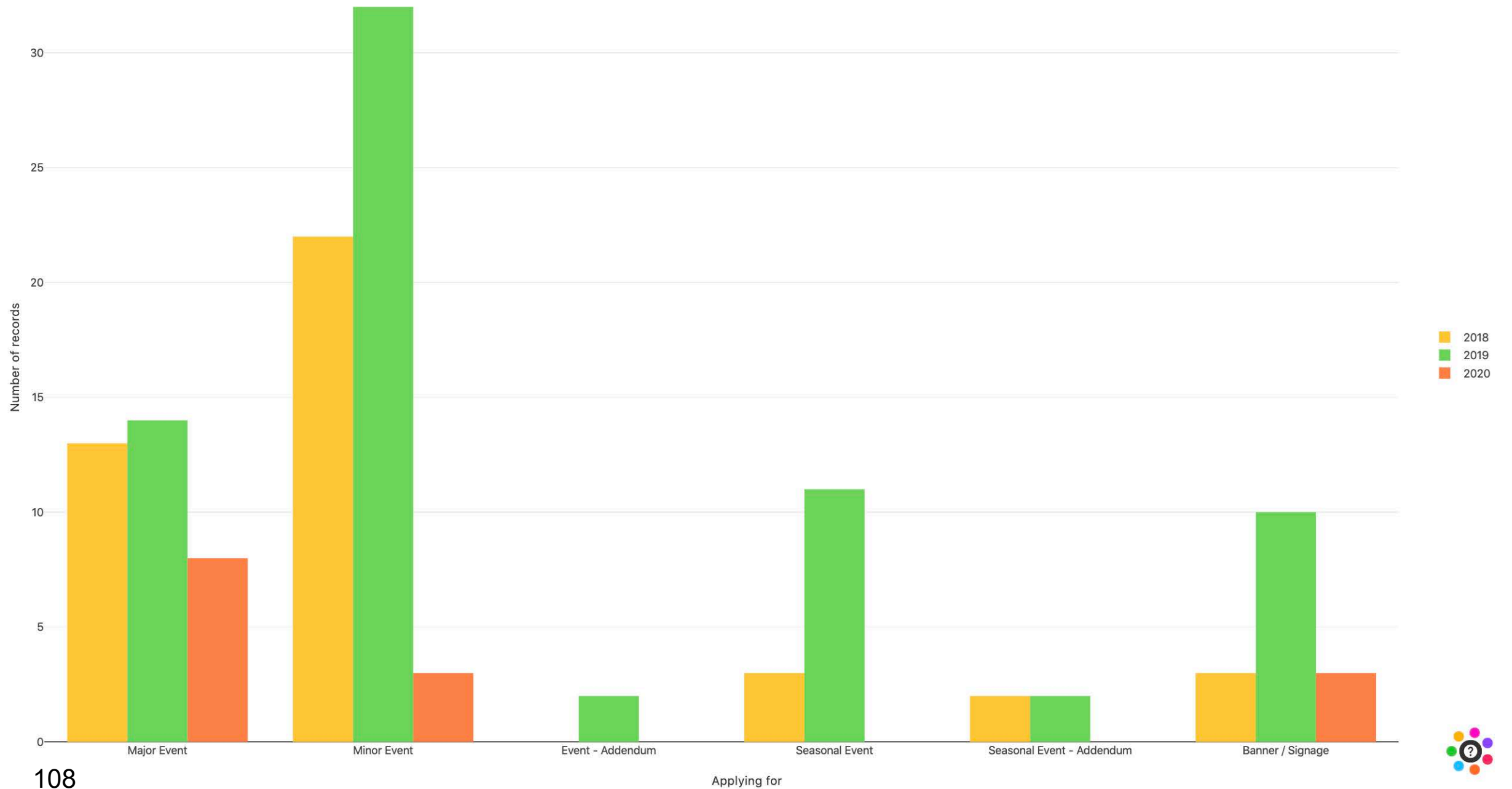




EXHIBIT V: 2019 Town of Mountain Village Incentives Mailer

# OWN A PROPERTY IN MOUNTAIN VILLAGE?



HARVEST THE POWER OF THE SUN FOR MONEY SAVINGS.

Solar Energy Incentive

TAKE CONTROL. SAVE.

Rooftop & Gutter Heat Trace Incentive

USE ONLY WHAT YOU NEED. BE REWARDED.

Smart Irrigation Control Incentive

## Take advantage of our **GREENING INITIATIVES** and save thousands.

BUILD SMART. SAVE MONEY.

Smart Building Incentive

BE PROACTIVE. PROTECT YOUR HOME.

Cedar Shake Fire Mitigation Incentive

PROTECT YOUR HOME. CREATE DEFENSIBLE SPACE.

Wildfire Mitigation Incentive

What we do extends way beyond Mountain Village Boulevard, so it's important for us to get our house in order. And because it's much easier to go at this together than alone, we want to reward you for your efforts. Participate in one or all of our incentive programs so together we help protect our outdoors and save our natural resources.

**SOLAR ENERGY INCENTIVE**  
Mountain Village averages 300 days of sunshine each year. Harvest the power of the sun and create a personalized, on-site solar system to energize your home or business. Take advantage of a \$2,000 maximum rebate per meter for residents and \$4,000 maximum rebate per meter for business owners.

**ROOFTOP & GUTTER HEAT TRACE INCENTIVE**  
Mountain Village wants residents to take control of their roof and gutter heat trace systems. So we are funding a new incentive aimed at improving the safety and efficiency of heat trace systems commonly applied on roofs and gutters by offering a free system controller valued at \$380.

**SMART IRRIGATION CONTROL INCENTIVE**  
Technology is helping us reduce waste by using WaterSense,® a certified smart irrigation control product. Replace your outdated irrigation control system with a WaterSense® product and we will reward you with an incentive of up to \$500.

**SMART BUILDING INCENTIVE**  
The Town of Mountain Village has adopted a Smart Building Incentive allowing property owners to waive up to 100 percent of their building permit fees. With the intent to reduce the amount of energy and greenhouse gas emissions produced in our community, any resident or business owner renovating, expanding or building onto their property can participate in the Smart Building Incentive. Use incentives individually or collectively.

**CEDAR SHAKE FIRE MITIGATION INCENTIVE**  
The Town of Mountain Village wants to aid in wildfire hazard mitigation in our community. By waiving building permit fees, we can save you thousands when you re-roof your home or building from cedar shake shingle to a town-approved fire rated roofing material. Improving a home's fire rating will also significantly reduce home insurance costs.

**WILDFIRE MITIGATION INCENTIVE**  
We will reimburse Mountain Village residents 50 percent of the cost of mitigation up to \$5,000 when you create defensible space around your home.

[townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)



455 Mountain Village Blvd., Suite A  
Mountain Village, CO 81435

PRSR STD  
ECRWSS  
U.S. POSTAGE  
PAID  
EDDM RETAIL

Local Postal Customer





**TOWN OF MOUNTAIN VILLAGE  
TOWN MANAGER  
CURRENT ISSUES AND STATUS REPORT  
JANUARY 2020**

**1. Great Services Award Program**

- **Great Services Award Nominations – NOVEMBER**  
**John Miller**, nominated by Michelle Haynes. For being a wonderful team player and doing more of his share of shoveling the Town Hall deck – **WINNER NOVEMBER**
- **Great Services Award Nominations – DECEMBER**  
**Patrick Dasaro**, nominated by Kevin Swain. For playing Santa Claus again at the Holiday Prelude. He has enthusiastically embraced his role on the safety committee and has thereby made Mountain Village a better place to work, live and recreate– **WINNER DECEMBER**
- Cory Cook, nominated by Jonathan Greenspan. For assisting a car stuck in the snow

**2. VCA Update**

- Met with Mayor Benitez and Finn Kjome to discuss solutions regarding improved maintenance of the VCA facility. Council agreed at their December meeting to have staff add a maintenance Manager position rather than promoting an existing staff member and eliminating the proposed additional groundskeeper position. Advertising began for this position the week after the December Council meeting.
- Met with the VCA Committee on December 3<sup>rd</sup> to review the VCA survey results as well as presentation for Council at their December meeting.
- Further updates will be provided via separate agenda item

**3. Broadband**

- Beta area (Boulders and Prospect Plaza) has 15 of 17 locations installed and being tested
- Adtran equipment at the headend are completely installed, tested and operational
- Upgrade supplies and equipment for Phase I 2020 build have been ordered
- Contractors have finished boring in the Meadows, Adams Ranch Road and Double Eagle Drive. They are working on boring along Arizona Drive, Pennington Place, Mountain Village Blvd. and Russell Drive.
- Broadband speeds did show some slowing during the holidays but are now back to normal. Have ordered additional equipment to hopefully remove the bottleneck that occurred prior to our next big rush
- Contractors will continue to splice completed construction areas

**4. IT**

- Cybersecurity
  - **Added display name attack protection**. This has caused friction because it requires IT to whitelist personal emails. Hopefully this whitelisting process is complete
  - **Began discussions with Cloudflare about their “clean pipe” product**. This product provides cyber protection on TMV’s new fiber network



- System Administration
  - Configured live camera gondola line feeds for website
  - Configured new Adtran server for the fiber network
  - Began configuring TMV's billing system integration with new Adtran fiber network
  - Ordered a new camera recording system for TMV's camera system. This server will also host all of the Police Department's camera upgrades
- Network Administration
  - Began deploying TMV's new internal public wifi. This network provides isolation for devices that do not need access to internal resources
  - Continue network migration from old equipment to new equipment
  - Upgrading new VoIP phones to various departments
  - Beginning deep dive into performance analysis
- Desktop Support
  - Solved email server mis-configuration issue that was causing delivery problems
  - Continue to upgrade machines to win10
- Marketing
  - Continue to work with Venture Web and TMV Communications Dept. about back-end logistics with reconfigured website
  - Continue to work on fiber network press releases
- Emergency Operations Center (EOC)
  - Continue to work with ReadyOp notification system
  - Continue to work with MVPD upgrading the Municipal Building with new cameras
  - Continue to upgrade Municipal Building conference room with new equipment
  - Started preliminary discussions with San Miguel County GIS on mapping integration with ReadyOp
  - Started preliminary discussions with ReadyOp and integrating TMV's contact databases

## 5. Miscellaneous

- Completed all direct report employee evaluations both written and verbal.
- Will have all new goals and measures for employees entered into our HR program Ultipro by January 31, 2020
- Participated in the TRWWTP Funding Committee meeting on November 25 and December 16th
- Conducted interviews with four finalists for the SMRHA Executive Director position. Unanimously narrowed the candidates to one finalist, tendered an offer which was accepted and Corenna Howard began serving as of January 6, 2020
- Participated in a water rights conference call with Finn and our water attorneys to discuss with Town of Telluride flow rates related to winter operations, releases from Blue Lake and meeting earlier in the year to make sure all areas of concern are being adequately addressed. San Miguel Valley Corps, Aldasoro Ranch HOA and other affected parties also participated.



**Agenda Item No. 12**  
**PLANNING AND DEVELOPMENT SERVICES**  
**DEPARTMENT**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**TO:** Mountain Village Town Council

**FROM:** John Miller, Senior Planner

**FOR:** Mountain Village Town Council Meeting, January 16, 2020

**DATE:** November 8, 2019, *Updated January 6, 2020*

**RE:** First reading of an Ordinance considering a rezone and density transfer application to transfer an additional 12 units of employee apartment density to Lot 640A. The applicant is requesting that the Town Council create the subject employee apartment density.

### **PROJECT GEOGRAPHY**

**Legal Description:** Lot 640A, Telluride Mountain Village  
**Address:** 306 Adams Ranch Road  
**Owner:** Telluride Ski and Golf  
**Zoning:** Multi-Family  
**Existing Use:** Employee Apartments  
**Proposed Use:** Multi-Family  
**Lot Size:** 2.56 Acres

### **Adjacent Land Uses:**

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

### **ATTACHMENTS**

- Exhibit A: Applicant's narrative
- Exhibit B: Public Comment
- Exhibit C: Ordinance



### **CASE SUMMARY:**

Telluride Ski and Golf (TSG) is proposing to construct one additional apartment building in the existing Mountain View Apartment Complex to allow for a total of 12 new employee apartment units for a total of 42 employee apartment units. In order to proceed with this request, the applicant will first need to transfer the 12 units of employee apartment density to the site followed by a subsequent application for a design review process for any proposed building. At this point, the applicant has only submitted conceptual architectural design plans based on the current request per the density transfer and rezone requirements. As part of the application, TSG is requesting that the 12 additional units of employee apartment density be created by the town, as the town is

able to create additional density for employee and workforce housing that does not impact the Town of Mountain Village density limitation.

Lot 640A is discussed within the Comprehensive Plan’s Meadows Subarea Plan and is described as Parcel G / Telluride Apartments. Within the 2011 plan, Parcel G is described as having a target density of 91 deed-restricted units. It should be noted that subsequent to the adoption of the Comprehensive Plan, there was a citizen-initiated ordinance (Ordinance 2015-8A) that was adopted that limited the maximum number of units on Lot 640A to 45 total employee apartments which supersedes the Comprehensive Plan as such ordinance is law. The current proposal is within those parameters with 42 units as shown.

As per the Community Development Code (CDC), the density transfer and rezoning processes are being processed as concurrent development applications. Prior to submittal for design review of the proposed apartment building, the DRB and Town Council will need to determine that the application for density transfer and rezone is appropriate.

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

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
<b>Zoned Density</b>						
640A	2.56	Multi-Family	Employee Apt.	30	3	90
<b>Built Density</b>			Employee Apt.	30	3	90
<b>Unbuilt Density</b>			Employee Apt.	0	0	0
<b>Unbuilt Density after Transfer and Rezone</b>			Employee Apt.	12	3	36
<b>TOTAL DENSITY</b>			<b>Employee Apt</b>	<b>42</b>	<b>3</b>	<b>126</b>

*Staff Note: The proposal will result in a net increase of 12 Employee Apartment Units within the on Lot 640A and an overall person equivalent increase of 36. The total density on Lot 640A after the rezone and density transfer would be 42 Employee Apartment Units for a total person equivalent of 126 persons.*

*At the November 21, 2019 Town Council meeting, the applicant was directed by the Council to provide additional details related to the spatial relationships between the proposed development and existing open space area, plans for connectivity between these areas and Adams Ranch Road, and requested some additional site plan materials for the project. As part of that request, the applicants have provided supplemental information for the January meeting that attempts to document those specific details. It should be noted that these supplemental documents are conceptual and any final design approval for the project would be determined by the Design Review Board and the CDC provisions related to new construction and landscaping.*

**CRITERIA, ANALYSIS, AND FINDINGS**

The criteria for the decision 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 addition to the standards discussed above related to Parcel G described in the 2014 Comprehensive Plan, the plan also provides guidance and considerations to other issues such as minimizing environmental impacts and ensuring that development fits and blends into the existing environment and character of the area.*

*Because 640A has a target density of 45 total apartment units, the proposal is within substantial conformance with the comp plan. The proposed location of the additional units has largely been driven by a desire to minimize impacts to the existing open space area that has been informally used a park over recent years. In addition, careful consideration has been given to the location of wetlands within Lot 640A to limit all impacts to those locations. The conceptual design of the proposed addition would blend in with the existing apartment buildings on site.*

*The proposed density transfer and rezone would allow an additional 12 units of employee apartment density which would help meet the community's needs given the occupancy rates and waitlists within the community.*

- 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 and recreational amenities – and additional 12 density units would meet the intent 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: As mentioned above, Parcel G is specifically described in the Comprehensive Plan – Meadows Subarea Plan as a site for additional development of employee apartments. The Subarea Plan originally called for a total of 91 employee apartments but as discussed was later limited to a maximum of 45 units. This request meets those standards at 42 total units.*

- 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 the existing Meadow View Apartment development and will provide an additional housing option for the local workforce. As part of this review and any subsequent design review, the owner will be required to meet all parking requirements for the site and have currently demonstrated that they have the ability to meet this requirement. The addition of 12 units would have minimal impact on the overall road capacity and associated required infrastructure to accommodate this request. Given the location of the development, the impact of increased vehicle trips would be limited to the eastern portion of Adams Ranch Road. The additional units will blend into the site architecturally and contextually*

*in terms of mass and scale and do not appear to create negative visual impacts on the neighborhood. Because of these reasons, the proposed zoning is consistent with public health, safety, and welfare, and is an efficient use of the land and its resources given the existing use of the Lot.*

- 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: The comprehensive plan and subsequent citizen-led initiative contemplated a total of 45 employee apartment units on Lot 640A. This specific policy within the plan and later action justify the proposed rezoning.*

- f. Adequate public facilities and services are available to serve the intended land uses;

*Staff Finding: The existing lines for all utilities serving the project are currently located within Lot 640A and would only require minor extensions. At this point, staff is working through determining if there are any infrastructure upgrades needed specifically related to the sanitary sewer for the project and adjacent users.*

- 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 vehicular or pedestrian circulation hazards due to the unique location of the complex within the Meadows Subarea. There are adequate transit options available year-round in this location, but the applicant is proposing to increase parking areas per the CDC requirements for 42 Employee Apartments. Other services such as trash will remain generally unchanged with the additional 12 units. The applicant was directed by the DRB to address pedestrian connectivity and specifically address ways to limit pedestrian trespass through adjacent multi-family complexes. In the most recent provided materials, the applicants show an increased buffer area between the open space area and the adjacent multi-family units at Northstar.*

- 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 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 the 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. The town may create density for workforce housing not subject to density limitations as per CDC Section 17.3.7 which provides "New workforce housing density created by the Town subject to the workforce housing restriction is not included in the Density Limitation calculation".*

- c. The proposed density transfer meets all applicable Town regulations and standards.

*Staff Finding: The application meets all applicable regulations and standards.*

**DESIGN REVIEW BOARD RECOMMENDATION:** The Design Review Board reviewed the application for a rezoning and density transfer for Lot 640A at their November 7, 2019, Regular Meeting and voted 7-0 to recommend approval to Town Council with staffs' recommended conditions and two additional conditions.

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

*I move to approve, the first reading of an Ordinance regarding the rezone and density transfer application pursuant to CDC Sections 17.4.9 & 17.4.10 of the Community Development Code, to rezone Lot 640A and transfer 12 employee apartment density units (36-person equivalent density) to the subject lot, and direct the clerk to set a public hearing, based on the evidence provided within the Staff Report of record dated November 8, 2019, and with the following conditions:*

- 1. All parking required by the CDC shall be provided by Mountain View Apartments. Parking shall be constructed on-site prior to the issuance of a final building permit and shall be subject to the applicable Design Review Process.*
- 2. The applicant will work with the town to preserve park space and/or access to the open space area.*
- 3. The owner of Lot 640A shall be required to submit a Design Review Process Application to the DRB for design approval consistent with the representation on massing, scale, and siting as presented and approved in the rezoning and density transfer.*
- 4. 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.*
- 5. In the event the final building siting for the additional density does not fit entirely on Lot 640A, the applicant shall replat Lot 640A and OSP-35A so that all improvements are within Lot 640A.*
- 6. The owner of record of density shall be responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.*

This motion is based on the evidence and testimony provided at a public hearing held on January 16, 2020, with notice of such hearing as required by the Community Development Code.

/jjm



## 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		
<b>APPLICANT INFORMATION</b>		
<b>Name:</b> TSG Ski & Golf, LLC	<b>E-mail Address:</b> jeff@telski.com	
<b>Mailing Address:</b> 565 Mountain Village Boulevard	<b>Phone:</b> 970 728-7444	
<b>City:</b> Mountain Village	<b>State:</b> Colorado	<b>Zip Code:</b> 81435
<b>Mountain Village Business License Number:</b>		
<b>PROPERTY INFORMATION</b>		
<b>Physical Address:</b> 306 Adams Ranch Road		<b>Acreage:</b> 2.56 Acres
<b>Zone District:</b>	<b>Zoning Designations:</b> Employee Housing	<b>Density Assigned to the Lot or Site:</b> 30 Employee Apartments
<b>Legal Description:</b> Lot 640A, TELLURIDE MOUNTAIN VILLAGE		
<b>Existing Land Uses:</b> Employee Housing		
<b>Proposed Land Uses:</b> Employee Housing		
<b>OWNER INFORMATION</b>		
<b>Property Owner:</b> TSG Ski & Golf, LLC	<b>E-mail Address:</b> jeff@telski.com	
<b>Mailing Address:</b> 565 Mountain Village Boulevard	<b>Phone:</b> 970 728-7444	
<b>City:</b> Mountain Village	<b>State:</b> Colorado	<b>Zip Code:</b> 81435
<b>DESCRIPTION OF REQUEST</b>		
<p>TSG Ski &amp; Golf LLC is requesting to add 12 additional employee apartment units (24 bedrooms). These units will be located in an additional building on the 640A lot. Additional parking spaces will be included as required. This lot in the Mountain Village Comprehensive Plan as Meadows Subarea Parcel G, has a target of 91 units. We believe that the proposed total of 42 units will accommodate for adequate parking and open space. We have provided 4 site plan concept alternatives (A-D). Two of the concepts A &amp; C, show minor encroachments into Active Open Space. Either of these options would allow for maximizing the opportunity for park space. Our preference is Concept A.</p>		



## **Development Narrative.**

### **Proposal**

TSG Ski & Golf LLC (“TSG”) is requesting to add 12 additional employee apartment units of density (24 bedrooms) to lot 640 A. These units will be located in a new building to be built on Lot 640A. A total of 63 parking spaces will be provided as required. The building architecture and exterior materials will match the existing building on the lot. (See conceptual elevation).

With the existing 30 Units on Lot 640A, TSG’s proposal consists of a total of 42 units on Lot 640A, which will allow sufficient undeveloped land on the Lot for adequate parking and open space for a park. As part of the density transfer/rezoning application, we are providing four (4) conceptual site plan alternatives (A-D). Two of the concepts, A & C, show minor encroachments into adjacent Active Open Space. TSG owns this adjacent Active Open Space, and employee housing is an allowed use on Active Open Space. Either of these options, A or C, would maximize the opportunity for a larger park space. TSG’s preference is Concept A. Further building, site plan, and landscaping details will be provided as part of the Sketch Plan and Final Plan design review process.

### **Consistent with Mountain Village Comprehensive Plan (Comp Plan).**

TSG’s Application for a density transfer to allow additional deed restricted units to be built on Lot 640A is in general conformance with the Principles, Policies and Actions discussed in the Meadows Subarea Plan chapter of the Mountain Village Comprehensive Plan. The Meadows Subarea is envisioned to continue as the main area for deed restricted housing and will continue to be the main focal point for year-round residents.

Lot 640A is designated in the Comp Plan Meadows Subarea as Parcel G and also referred to as the Telluride Apartments. Although the Comp Plan envisioned Parcel G as having a target of 91 deed restricted units, in 2015, a citizen initiated ordinance was voted upon and approved, and resolved that the maximum number of units on Lot 640A would be 45. Thereafter, in 2015, the Town of Mountain Village passed an ordinance (see attached ORDINANCE NO. 2015-8A) to allow an increase in density on lot 640A from 30 (current density) to 45 units of density. In the RECITALS of the Ordinance it states that "Section 1. Increase of Density: The density on lot 640A may be increased from its current allowed density, but shall be limited to 45 units." As previously stated. TSG’s proposal is for a total of 42 units which complies with the Ordinance that was voted on, and approved by registered electors of the Town of Mountain Village at the regular municipal election held on June 30, 2015. The ordinance went into effect on July 30, 2015.

## Consistent with Community Development Code

TSG's Application is consistent with the CDC for the following reasons:

1. Multi-Family Zone District: Lot 640A is zoned as multi-family zone district. The CDC, at Section 17.3.2.B.4, provides for a multi-family zone district, which is intended to provide higher density, multi-family uses limited to multi-family dwellings, hotbed development, recreational trails, workforce housing and similar uses. Therefore, TSG's intended use and development is consistent with the CDC as TSG is proposing additional density for workforce housing.
2. Creation of Workforce Housing Density. The CDC at Section 17.3.7 also provides for density transfers, and allows for the creation by the Town of new workforce housing. New workforce housing density created by the Town subject to the workforce housing restriction is not included in the Town's Density Limitation calculation. TSG is requesting the Town create twelve (12) units of employee apartment density pursuant to this Application.
3. Workforce Housing Restrictions. Employee Apartments zoning designations ("workforce housing") are restricted to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children. TSG Ski & Golf understands that it will be required to enter into a workforce housing restriction on use, zoning and occupancy with the Town that will constitute a covenant that runs in perpetuity as a burden thereon and shall be binding on the owner and on the heirs, personal representatives, assigns, lessees, licensees and any transferee of the owner. A workforce housing restriction will be executed and recorded prior to any issuance of any Certificate of Occupancy.
4. Workforce Housing Requirements. In addition to the above, TSG's Application further complies with the CDC requirements for workforce housing set forth in Section 17.3.9. TSG's Application shows we are developing workforce housing in accordance with the Comp Plan policies and workforce housing restrictions.



**TSG - LOT 640 A MOUNTAIN VIEW  
APTS - PHASE 2**

Telluride Ski and Golf  
LOT 640 A

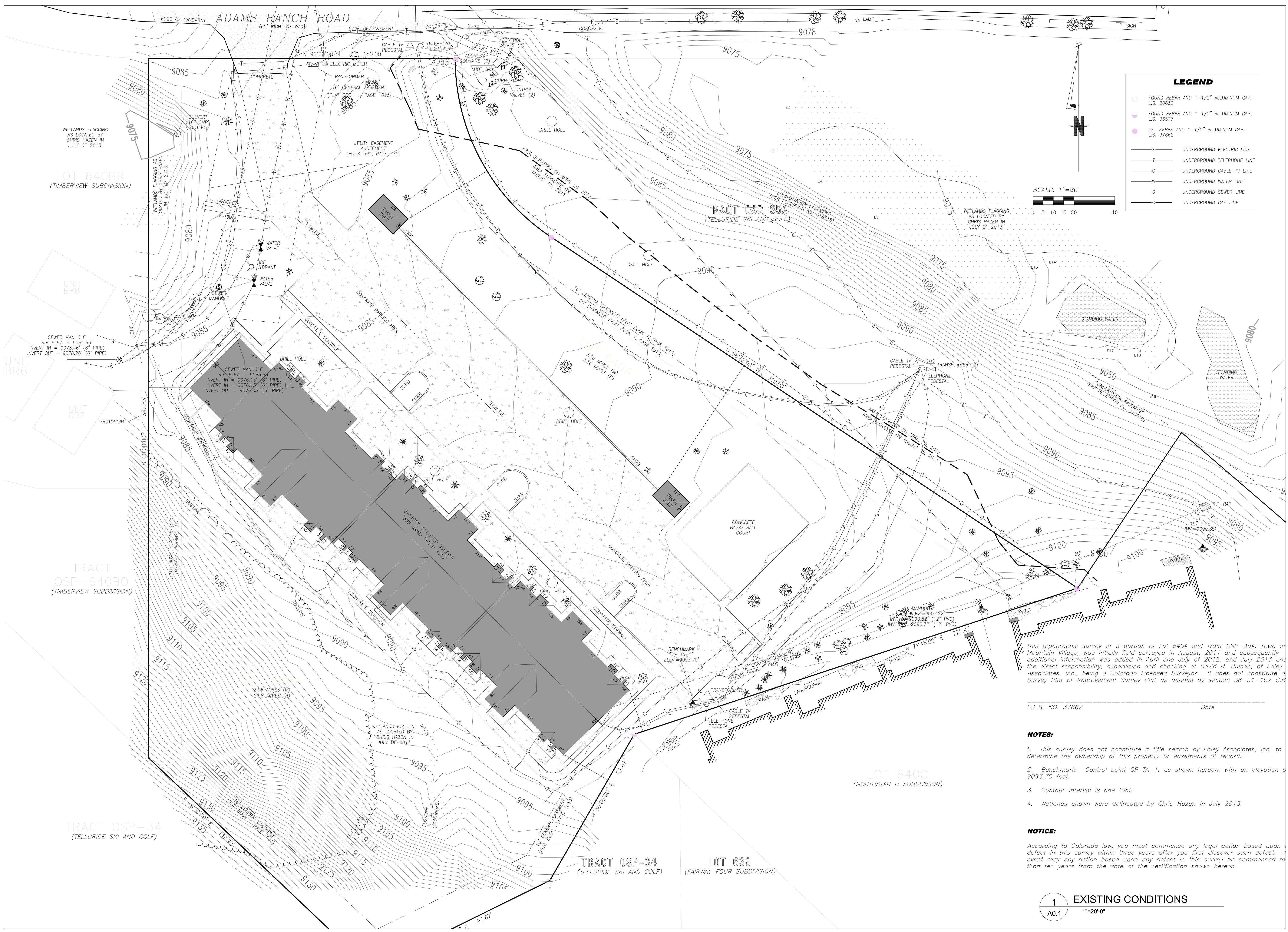
Document Date:  
Sept. 30, 2019

Document Phase:  
Schematic Design

REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	9.30.19	DENSITY TRANSFER
4		
5		
6		
7		
8		
9		

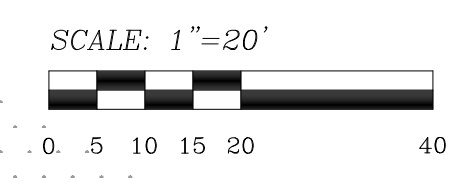
EXISTING  
CONDITIONS

**A0.1**



**LEGEND**

- FOUND REBAR AND 1-1/2" ALLUMINIUM CAP, L.S. 20632
- FOUND REBAR AND 1-1/2" ALLUMINIUM CAP, L.S. 36577
- SET REBAR AND 1-1/2" ALLUMINIUM CAP, L.S. 37662
- E — UNDERGROUND ELECTRIC LINE
- T — UNDERGROUND TELEPHONE LINE
- C — UNDERGROUND CABLE-TV LINE
- W — UNDERGROUND WATER LINE
- S — UNDERGROUND SEWER LINE
- G — UNDERGROUND GAS LINE



This topographic survey of a portion of Lot 640A and Tract OSP-35A, Town of Mountain Village, was initially field surveyed in August, 2011 and subsequently additional information was added in April and July of 2012, and July 2013 and the direct responsibility, supervision and checking of David R. Bulson, of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.

P.L.S. NO. 37662 \_\_\_\_\_ Date

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

**NOTICE:**

According to Colorado law, you must commence any legal action based upon a defect in this survey within three years after you first discover such defect. No event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

1 EXISTING CONDITIONS  
A0.1 1"=20'-0"



**TSG - LOT 640 A MOUNTAIN VIEW  
APTS - PHASE 2**

Telluride Ski and Golf  
LOT 640 A

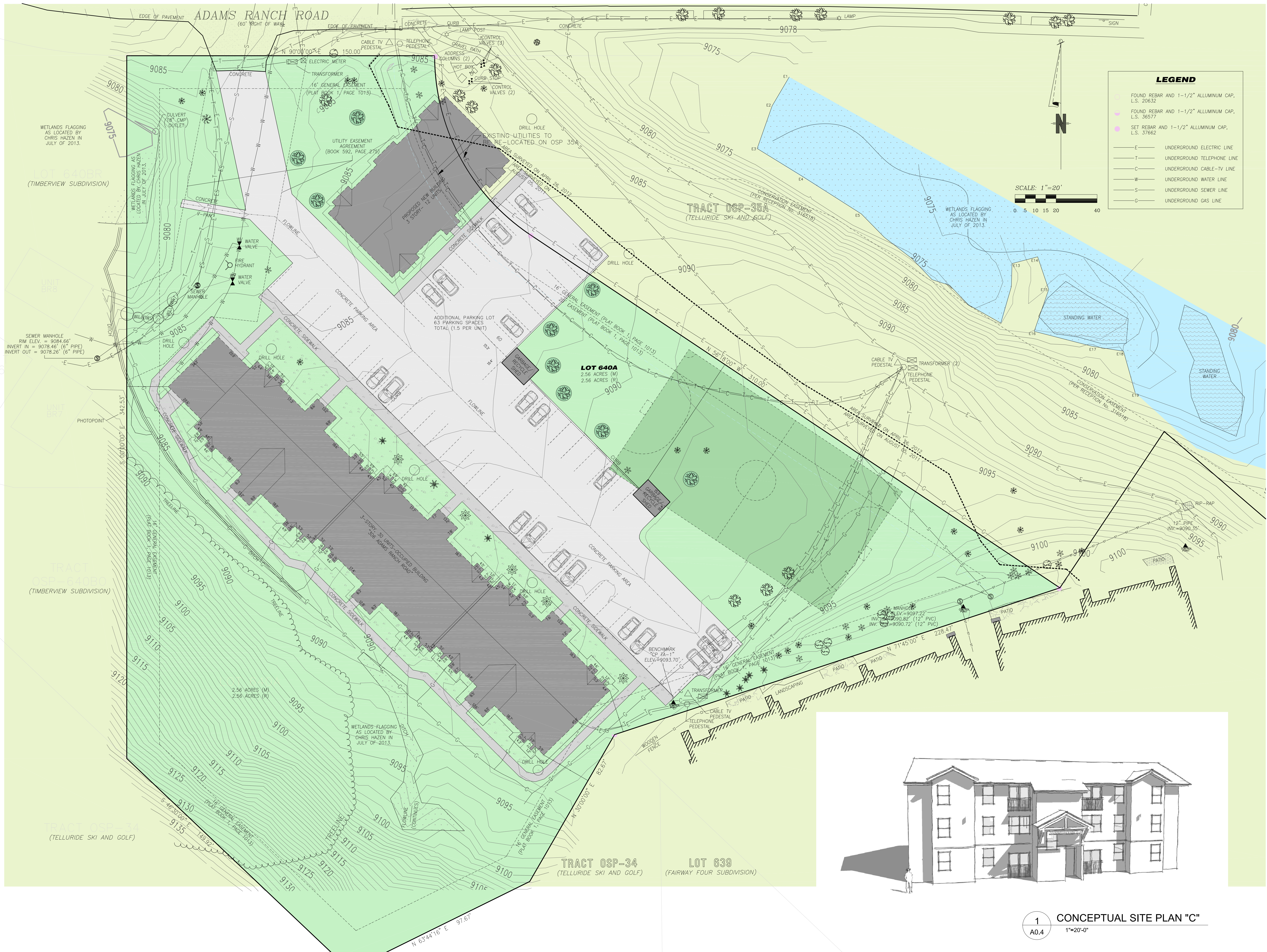
Document Date:  
Sept. 30, 2019

Document Phase:  
Schematic Design

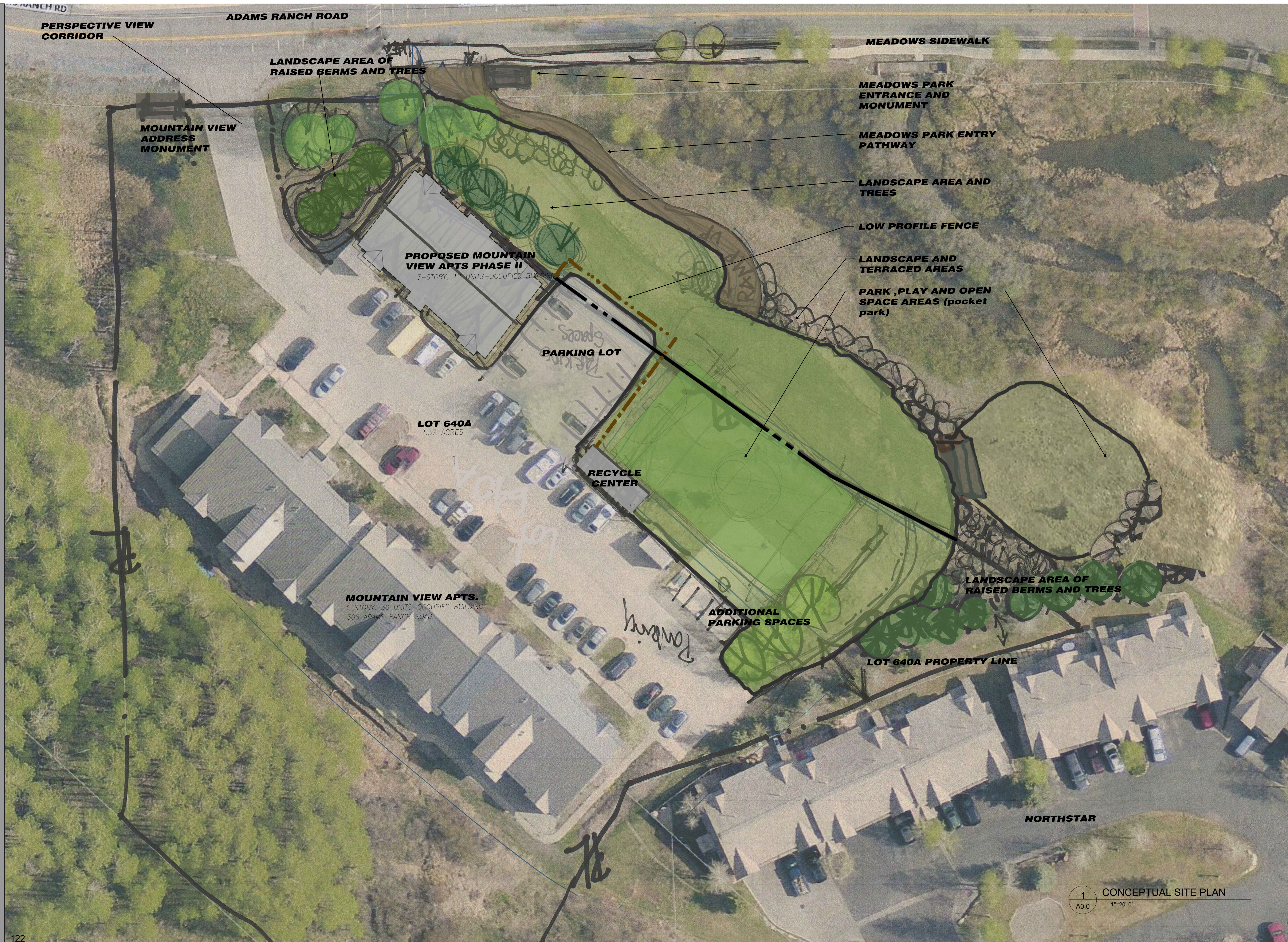
REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	9.30.19	DENSITY TRANSFER
4		
5		
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7		
8		
9		

**CONCEPTUAL  
SITE PLAN "C"**

**A0.4**







565 Mountain Village Blvd  
 Telluride, CO 81435  
 tel: (970) 728-7418  
 fax: (970) 728-7582  
 www.tellurideskiandgolf.com

**TSG - LOT 640 A MOUNTAIN VIEW  
 APTS - PHASE 2**

Telluride Ski and Golf  
 LOT 640 A

Document Date:  
 JAN 7, 2020

Document Phase:  
 Schematic Design

REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	1.4.20	CONCEPTUAL DEVELOPMENT
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9		

CONCEPTUAL  
 SITE PLAN

**A0.1**

1  
 A0.0  
 CONCEPTUAL SITE PLAN  
 1"=20'-0"



**TSG - LOT 640 A MOUNTAIN VIEW  
APTS - PHASE 2**

Telluride Ski and Golf  
LOT 640 A

Document Date:  
JAN 7, 2020

Document Phase:  
Schematic Design

REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	1.4.20	CONCEPTUAL DEVELOPMENT
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9		

POTENTIAL REPLAT

**A0.2**







**TSG - LOT 640 A MOUNTAIN VIEW  
APTS - PHASE 2**

Telluride Ski and Golf  
LOT 640 A

Document Date:  
JAN 7, 2020

Document Phase:  
Schematic Design

REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	1.4.20	CONCEPTUAL DEVELOPMENT
4		
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9		

**1** CONCEPTUAL PERSPECTIVE  
A0.3 NTS

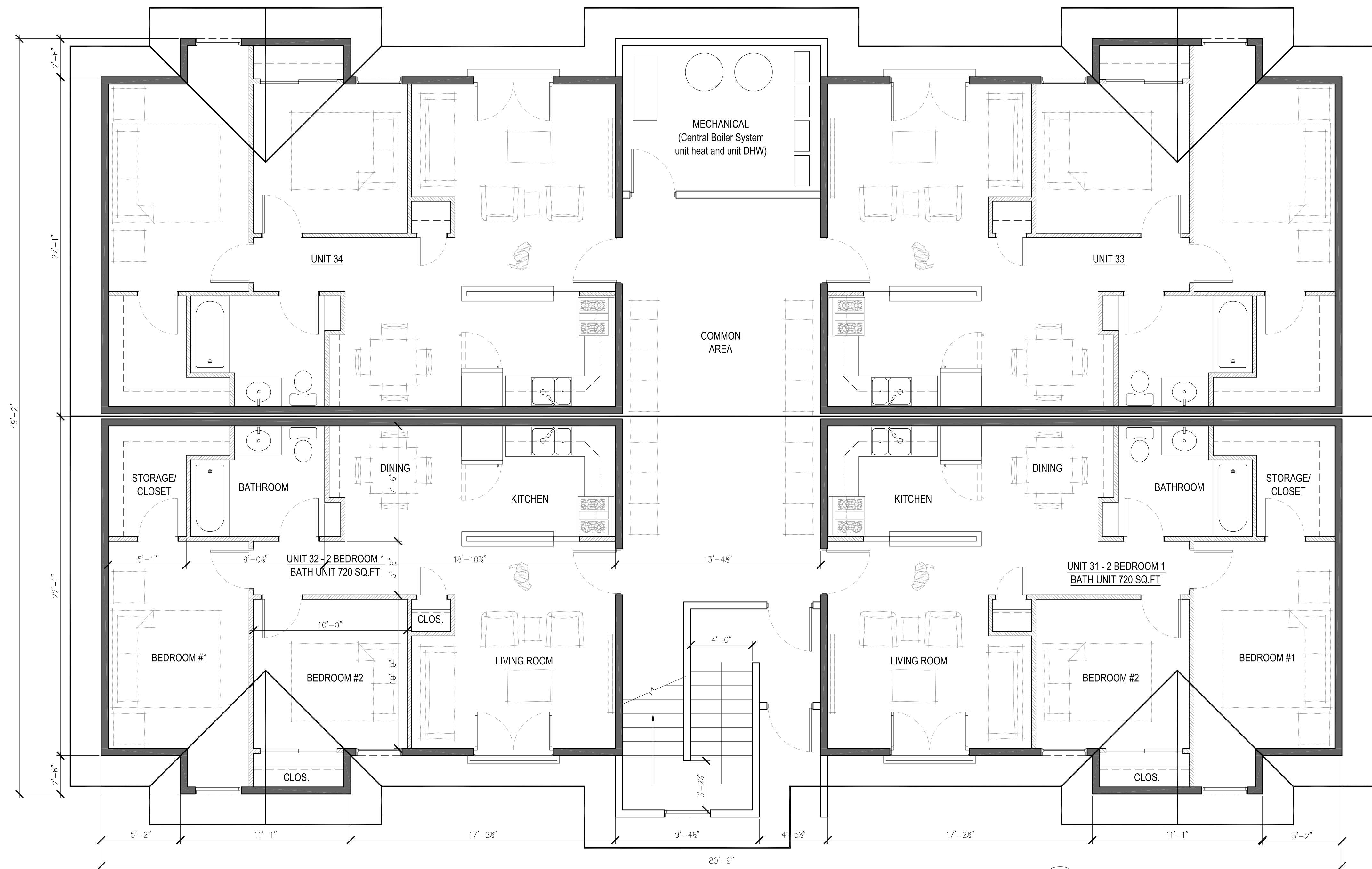
CONCEPTUAL  
PERSPECTIVE

**A0.3**



**TSG - LOT 640 A MOUNTAIN VIEW  
APTS - PHASE 2**

Telluride Ski and Golf  
LOT 640 A



**1** CONCEPTUAL FLOOR PLAN  
A0.6 1/4" = 1'-0"



**2** CONCEPTUAL ELEVATION  
A0.6 NTS

Document Date:  
Sept. 30, 2019

Document Phase:  
Schematic Design

REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	9.30.19	DENSITY TRANSFER
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CONCEPTUAL  
FLOOR PLAN  
and ELEVATION

**A0.6**



**TOWN OF MOUNTAIN VILLAGE, COLORADO  
ORDINANCE NO. 2015 -8A**

**A CITIZEN INITIATED ORDINANCE TO ALLOW AN INCREASE IN DENSITY ON LOT 640A  
FROM ITS CURRENT ALLOWED DENSITY BUT LIMITING DENSITY TO 45**

**RECITALS**

Section 1. Increase of Density:

The density on Lot 640A may be increased from its current allowed density, but shall be limited to 45 units.

\*This Ordinance 2015-8A was initiated by the citizens of the Town of Mountain Village and voted on and approved by the registered electors of the Town of Mountain Village at the regular municipal election held on June 30, 2015, to become effective on July 30, 2015. The format of this Ordinance was, by legal requirement, accepted as presented by the citizens, and therefore is not consistent with the formatting used for other Town of Mountain Village ordinances.

**ORDINANCE NO. 2020-\_\_**

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING: (1) REZONE OF LOT 640A AND (2) DENSITY TRANSFER TO INCREASE THE PERMITTED UNBUILT DENSITY FROM 0 EMPLOYEE APARTMENT UNITS TO 12 EMPLOYEE APARTMENT UNITS FOR A TOTAL DENSITY OF 42 EMPLOYEE APARTMENT UNITS.**

**RECITALS**

- A. Telluride Ski and Golf (“**Owner**”) has submitted to the Town: (1) a rezoning and density transfer development application for a rezone of Lot 640A to increase the unbuilt employee apartment density by 12 units which upon construction would increase the total density to 42 employee apartments (“**Application**”); pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Telluride Ski and Golf is the owner of Lot 640A and the associated development rights and density allocated to the Lot.
- C. The proposed rezoning and density transfer are to create an additional twelve (12) units of employee apartment unit density, equivalent to thirty-six (36) person equivalents to be placed on Lot 640A by the Town pursuant to the requirements of the CDC.
- D. The Town of Mountain Village has the ability to create workforce or employee density without impacting the density limitation.
- E. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

Figure 1. Current Zoning Designation and Density for Lot 640A Mountain View Apartments

<b>Unit No.</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Built Density</b>	<b>Person Equivalent</b>
640A	Multi-Family	Employee Apartment	30	30	90

Figure 2. Proposed Zoning Designation for Lot 640A Mountain View Apartments

<b>Unit No.</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Built Density</b>	<b>Person Equivalent</b>
640A	Multi-Family	Employee Apartment	42	30	126

- F. At a duly noticed public hearing held on November 7, 2019, the DRB considered the Application, testimony and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC.
- G. At its regularly scheduled meeting held on January 16, 2020, the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- H. On \_\_\_\_\_ XX, 2020, Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.

- I. The meeting held on November 7, 2019, was duly publicly noticed as required by the CDC Public Hearing Noticing requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.
- J. The Town Council hereby finds and determines that the Applications meet the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

- 1. The proposed rezoning is in general conformance with the goals, policies, and provisions of the Comprehensive Plan.
  - 2. The proposed rezoning is consistent with the Zoning and Land Use Regulations.
  - 3. The proposed rezoning meets the Comprehensive Plan project standards.
  - 4. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources.
  - 5. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning.
  - 6. Adequate public facilities and services are available to serve the intended land uses.
  - 7. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.
  - 8. The proposed rezoning meets all applicable Town regulations and standards.
- K. The Town Council finds that the Applications meet the Rezoning Density Transfer Process criteria for decision contained in CDC Section 17.4.10(D)(2) as follows:

Density Transfer Findings

- 1. The Town of Mountain Village has the ability to create Workforce or Employee density not subject to the Density Limitations.
- 2. The applicant has demonstrated adequate parking for the project.
- 3. Although identified in the Comprehensive Plan, the application is subject to Town Ordinance 2015-8A, limiting the overall density of Lot 640A to 45 Units of Employee Apartment Density.

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

- 1. All parking required by the CDC shall be provided by Mountain View Apartments. Parking shall be constructed on-site prior to the issuance of a final building permit and shall be subject to the applicable Design Review Process.
- 2. The applicant will work with the town to preserve park space and/or access to the open space area.
- 3. The owner of Lot 640A shall be required to submit a Design Review Process Application to the DRB for design approval consistent with the representation on massing, scale, and siting as presented and approved in the rezoning and density transfer.

4. 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.
5. In the event the final building siting for the additional density does not fit entirely on Lot 640A, the applicant shall replat Lot 640A and OSP-35A so that all improvements are within Lot 640A.
6. The owner of record of density shall be responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.

**Section 1. Effect on Zoning Designations**

A. This Ordinance does not change any other zoning designation on the Properties it only affects the overall unbuilt density on the Lot.

**Section 2. Ordinance Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2020 following public hearing and approval by Council on second reading.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the \_\_st of January 2020 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 16th day of January 2020.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Town Clerk

**HEARD AND FINALLY ADOPTED** by the Town Council of the Town of Mountain Village,  
Colorado this XXst day of \_\_\_\_\_ 2020

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

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

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as To Form:

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

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

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2019, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2019 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2019. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

(SEAL)



## John A. Miller

---

**From:** Emory Smith <edwardemorysmith@gmail.com>  
**Sent:** Tuesday, November 5, 2019 9:47 AM  
**To:** John A. Miller  
**Subject:** Lot 640A Comments  
**Attachments:** ES COMMENTS - Application-Lot-640A-Mountain-View-Apartments-Revised.pdf

John,

Please see attached comments about the Lot 640A proposed construction.

As much as I have enjoyed looking at cars/trailers parked on the grass for the last few summers at the existing Mountain View Apartments I am questioning the validity of this proposal. Simply put, the required (63) legal parking spaces are not there for (3) of the (4) designs. Is it honest (legal?) to represent designs to the public that would actually cause detriment to their neighborhood (more "inventive" parking and less spots at the Meadows parking lot)?

Additionally, where is the snow storage which will greatly impact this parking? This will further exasperate the problem.

From another perspective, what is right here? What is the better good? Yes, Telski is within their legal right and they are trying to solve a noble and relevant problem that is important to the entire County. Yes, more affordable housing but at what cost to the existing neighborhood and that continuing experience?

I would argue that the Meadows Neighborhood is the highest density (or one of the highest) of year round residents in the entire County. This existing green space has a long precedence as an anchor, a respite from this density. That open lot breaks up the feeling of the entire zone, effectively this project will sever this entire connection.

Basketball court, gone. Swing set, gone. Climbing dome, gone. The only green space in the entire Mountain Village community, gone.

Where will this open green space in an existing neighborhood be replaced?

Label me a NIMBY, what is the better good?

Thanks very much for your time and consideration ~ Emory



**TSG - LOT 640 A MOUNTAIN VIEW  
APTS - PHASE 2**

Telluride Ski and Golf  
LOT 640 A

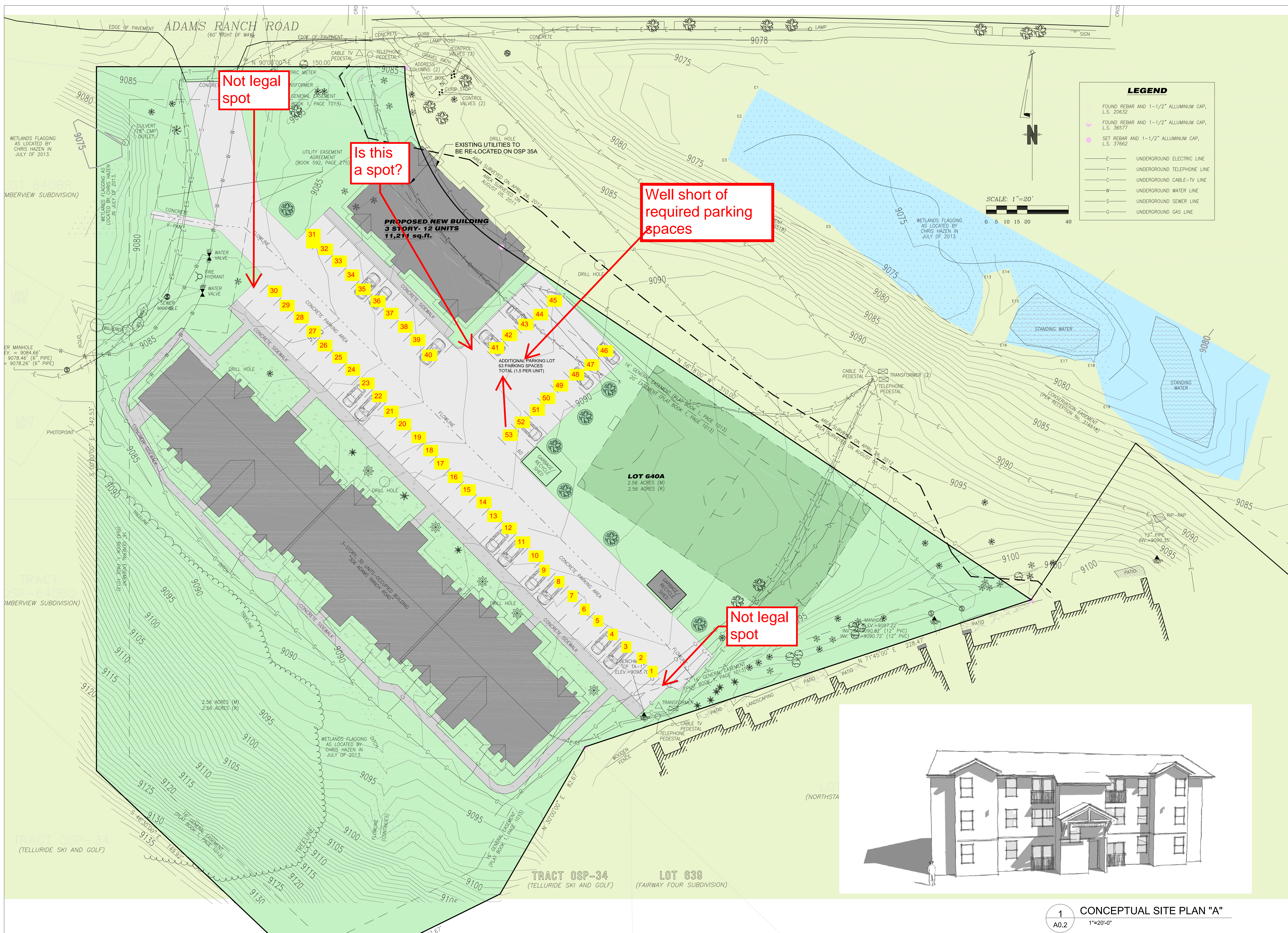
Document Date:  
Sept. 30, 2019

Document Phase:  
Schematic Design

REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	9.30.19	DENSITY TRANSFER
4		
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CONCEPTUAL  
SITE PLAN "A"

**A0.2**



1  
A0.2  
CONCEPTUAL SITE PLAN "A"  
1"=20'-0"





**Agenda Item No. 13.a**  
**PLANNING AND DEVELOPMENT SERVICES**  
**DEPARTMENT**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**TO:** Mountain Village Town Council  
**FROM:** John Miller, Senior Planner  
**FOR:** Town Council Meeting; January 16, 2020  
**DATE:** January 7, 2020  
**RE:** First Reading of an Ordinance, Setting of a Public Hearing and Council Vote Regarding a) a Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Unit 21C from an Efficiency Lodge Zoning Designation to Lodge Zoning Designation and b) Consideration of a Variance to the Lodge Parking Space Requirement Pursuant to CDC Section 17.4.16

**BACKGROUND:** The owner of Unit 21C has requested the continuation of Agenda Item 13.a to the February 20, 2020 Town Council meeting. The memo is being provided not to open the public hearing but solely for the purpose of Town Council providing a motion to continue to the October meeting date.

Council also has the ability to table the item, which would require the applicant to re-notice the project at a time in the future.

**RECOMMENDED MOTION:** I move to continue, the first reading of an Ordinance Rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Unit 21C from an Efficiency Lodge Zoning Designation to Lodge Zoning Designation, and the consideration of a variance to the parking requirements to the Town Council Regular Meeting on February 20, 2020.

/JJM





**Agenda Item No. 13b  
PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**TO:** Mountain Village Town Council  
**FROM:** Sam Starr, Planner  
**FOR:** January 16, 2020 Town Council Meeting  
**DATE:** January 9<sup>th</sup>, 2020  
**RE:** Second Reading of an Ordinance and Council vote regarding a rezone and Density Transfer Application to Rezone Blue Mesa Lodge (Lot 42B) Units 22A, 22B and 22C from Three (3) Efficiency Lodge Zoning Designation Units to One (1) Lodge Zoning Designation Unit

**PROJECT GEOGRAPHY**

**Legal Description:** Condominium Units 22A 22B and 22C, Blue Mesa Lodge Condominiums  
**Address:** 117 Lost Creek Lane  
**Owner:** Julie and Justin Peeler  
**Zoning:** Village Center  
**Existing Use:** Accommodations/Commercial  
**Proposed Use:** Multi-Family Residential/Commercial  
**Lot Size:** 0.16 Acres

**Adjacent Land Uses:**

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

**ATTACHMENTS**

- Exhibit A: Applicant's narrative
- Exhibit B: 22ABC Unit Photos and Map
- Exhibit C: Ordinance
- Exhibit D: Resolution

**BLUE MESA LODGES HISTORY**

**Zoning Designation History of Blue Mesa Lodges**

Lot 42B (Blue Mesa Lodges) was originally platted by the 1992 zoning map and preliminary PUD plat for eight (8) condominiums and (4) hotel units (with a total person equivalent of 30 persons) at reception no. 282099.



*Figure 1: Blue Mesa Condominiums Location*

In 1997, by Resolution No. 1997-0923-23, Lot 42B was rezoned from 10 condominiums with 18 lock-offs to 28 efficiency lodge units with a total of 14-person equivalent density. Lock-offs carried no zoning designation or person equivalent since they were considered bedrooms to condominium units). During this process the Town allowed for parking to remain at 10 spaces and waived the requirement to add an additional 4 parking spaces. The town approved of the rezone for the building as is, meaning that no interior or exterior alterations were required.

The condominium map unit configuration illustrates the units were labeled as Units A, B & C (ex. 20A, 20B and 20C). These units had doors that connected the units between them. Each unit also had a door to the hallway so that they could be rented separately or used together. The most typical configuration was a former condominium unit and two lock-off bedrooms. Unit 33C is owned by a separate individual who is not party to this rezone and density transfer application.

### History of Units 22A, 22B and 22C

The applicants, Julie and Justin Peeler purchased efficiency lodge units 22A, 22B, and 22C along with one parking space, P40, in late 2016. The properties are listed on their deed as one property (units 22A, 22B, and 22C), although they are zoned as three separate efficiency lodge units. As evidenced by the condominium map referenced below, all three units are roughly the same size; unit 22A is 397 square feet, unit 22B is 450 square feet, and unit 22C is 369 square feet.

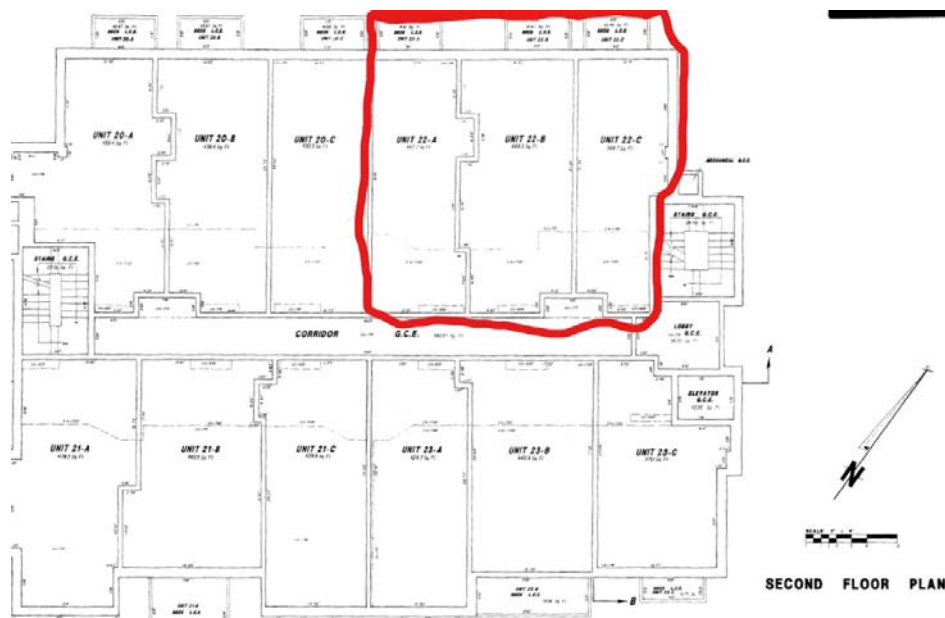


Figure 2: Blue Mesa Lodge Condominium Map dated October 5, 1998, Units 22A, 22B, and 22C

In 2017, Units 22A, 22B, and 22C were extensively modified. The work performed included the elimination of lock offs, window schedule revisions, upgraded kitchen work and full interior renovation. The applicant did receive the appropriate building and planning permits for this work. At the end of this process, 22ABC was unified to a three-bedroom condo layout with only one entrance and open walls between the A, B, and C units. There has been no further work since 2017. The Community Development Code is clear that a lodge unit is, "A zoning designation that allows for a two (2) room space plus a mezzanine with up to two separate baths and a full kitchen". The existing floor plan of 22A, B, and C, means that in addition to a rezone and density transfer, the applicant will need a variance from 17.8 Definitions, to allow for

more than 2 rooms in a lodge unit because of the layout created by the renovations. Staff have provided the variance criteria below, The applicant, like many other Blue Mesa Lodge owners who purchased after 2000, was unaware of the difference between a zoning designation and zone district. The Peeler's representative for this application has stated that the Peelers have endured a financial and hardship, as they were unaware that the units they purchased were for short term accommodations.

### **CRITERIA, ANALYSIS AND FINDINGS**

The criteria for decision 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.
- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;
- c. The proposed rezoning meets the Comprehensive Plan project standards;.
- d. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.
- e. The proposed rezoning is justified because there is an error in the current zoning, [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;
- f. Adequate public facilities and services are available to serve the intended land
- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and,
- h. The proposed rezoning meets all applicable Town regulations and standards.

**STAFF NOTE: The proposed rezone is justified, as the applicant is voluntarily bringing his unit into compliance based on efficiency lodge unit zoning designation codes. Moreover, the rezoning is in compliance with the goals policies and provisions of the comprehensive plan. There will be no vehicular impact as the applicant possesses sufficient parking, and all other town regulations and standards will be met by this rezoning. That being said, the applicant is bringing through a concurrent Variance application because a combination of three efficiency lodge units exceeds the two room maximum afforded by the lodge zoning designation definition.**

#### **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);
  - b. The density transfer meets the density transfer and density bank policies; and .
  - c. The proposed density transfer meets all applicable Town regulations and standards.



**Staff Note: The applicant has demonstrated that he has the adequate density to meet the standards put forth in 17.4.10(D), Criteria for Decision on a Density Transfer Process. The applicant will have .75 person equivalent excess efficiency lodge density and intends to transfer it to the Density Bank.**

#### **17.4.16 Variance Process**

The applicant is requesting a Variance because combining three efficiency lodge units into one lodge zoning designation, exceeds the two-room limitation found in the lodge zoning designation definition.

(\*\*\*)

#### D. Criteria for Decision

1. The following criteria shall be met for the review authority to approve a variance:

- a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;
- b. The variance can be granted without substantial detriment to the public health, safety and welfare;
- c. The variance can be granted without substantial impairment of the intent of the CDC;
- d. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;
- e. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;
- f. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
- g. The variance is not solely based on economic hardship alone; and
- h. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

2. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the variance review criteria.

**STAFF NOTE: The proposed rezone is justified, as the applicant is voluntarily bringing his unit into compliance based on efficiency lodge unit zoning designation codes granting a variance will assist in bringing Blue Mesa lodge into compliance with the goals policies and provisions of the comprehensive plan. There will be no vehicular impact as the applicant possesses sufficient parking, and all other town regulations and standards will be met by this rezoning.**

#### **DRB RECOMMENDATION**

At the December 5, 2019 regular meeting, the Design Review Board voted 6-0 to recommend approval to Town Council of the rezone and density transfer application to rezone Blue Mesa Lodge (Lot 42B) Units 22A, 22B and 22C from three (3) Efficiency Lodge Zoning Designation Units to One (1) Lodge Zoning Designation Unit, and to recommend approval of the variance to the Lodge Zoning Designation Definition Under Community Development Code Section 17.8.

## **STAFF ANALYSIS**

Combining three one room efficiency lodge units into one lodge units does not meet the definition of a lodge unit. However, the combination of these three units will assist in bringing the Blue Mesa Lodge into compliance with the Community Development Code which is why staff supports the Variance. The applicant will move the .75 person equivalents to the Density Bank. There are no exterior changes that require Design review Board specific approval, and the criteria listed above for decisions on rezoning and density transfers have been demonstrated by the applicant. Since Blue Mesa Lodge is also not identified in the Comprehensive Plan for redevelopment, rezoning three efficiency lodge units to one lodge unit meets the town criteria for a rezone application. Staff recommends approval of this Rezone and Density Transfer, and Variance Application.

## **RECOMMENDED MOTION:**

*I move to approve on second reading of an ordinance, a rezone and density transfer application for Lot 42B, Blue Mesa Lodges units 22A, 22B, and 22C to rezone units 22A, 22B, and 22C from three (3) efficiency lodge zoning designations to one (1) Lodge zoning designation as noted in the staff report of record dated December 5<sup>th</sup> 2019 and with the following findings and conditions:*

### **Findings:**

1. *The applicant has the requisite required density of .75 person equivalents to execute a rezone from efficiency lodge to lodge zoning designation.*
2. *The applicant has met or exceeded the parking requirement of .5 parking spaces.*
3. *Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.*
4. *The Variance to the lodge zoning definition is justified and meets the Variance criteria.*

### **Conditions:**

1. *The applicant shall submit a condo map amendment and associated declarations, to the Town for review and approval showing the Units 22A, 22B, and 22C as one renumbered lodge unit and cross-reference the approval of a Variance Resolution to the definition of a lodge zoning designation.*
2. *The Lot list shall be updated to reflect the rezone from three efficiency lodge units to one lodge unit.*

**ORDINANCE NO. 2020-\_\_**

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRASNFER ON LOT 42B, UNITS 22A, 22B, AND 22C TO CONVERT THREE EFFICIENCY LODGE ZONING DESIGNATIONS UNITS INTO ONE LODGE ZONING DESIGNATION UNIT.**

**RECITALS**

- A. Justina and Julie Peeler (“**Owner**”) have submitted to the Town: (1) a rezoning and density transfer development application for a rezone of Units 22A, 22B, and 22C Blue Mesa Lodge Condominiums (Lot 42B) from three efficiency lodge units to one lodge unit; and (“**Applications**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Justin and Julie Peeler are the owners of Units 22A, 22B and 22C, Blue Mesa Lodge Condominiums, and the associated development rights and density allocated to Units 22A, 22B, and 22C, Blue Mesa Lodge Condominiums.
- C. The proposed rezoning and density transfer is to combine two efficiency lodge units into one lodge unit pursuant to the requirements of the CDC.
- D. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

Figure 1. Current Zoning Designation for Units 33A and 33B, Lot 42B Blue Mesa Lodge Condominiums

<b>Unit No.</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent</b>
22A	Village Center	Efficiency Lodge	1	.5
22B	Vilage Center	Efficiency Lodge	1	.5
22C	Vilage Center	Efficiency Lodge	1	.5

Figure 2. Proposed Zoning Designation

<b>Unit No.</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent</b>
22ABC	Village Center	Lodge	1	.75 <sup>1</sup>

<sup>1</sup>The excess density of .75 will be sold to support the future Rezone and Density Transfer Applications of current Lot 42B studio owners.

Figure 3. Lot 42B Current Zoning Designation for the Property

<b>Lot</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent</b>	<b>Total Person Equivalent</b>
42B	Village Center	Efficiency Lodge	28	.5	14
	Vilage Cemter	Commercial	n/a	n/a	n/a



Figure 4. Lot 42B Proposed Zoning Designation for the Property

<b>Lot</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent</b>	<b>Total Person Equivalent</b>
42B	Village Center	Efficiency Lodge	23	.5	13
	Village Center	Lodge	3	.75	.75
	Village Center	Commercial	n/a	n/a	n/a
					.25 <sup>1</sup>

- E. At a duly noticed public hearing held on December 5, 2019, the DRB considered the Applications, testimony and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC.
- F. At its regularly scheduled meeting held on December 12, 2019 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- G. On January 16, 2020, Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.
- H. The meeting held on December 12, 2019 was duly publicly noticed as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.
- I. The Town Council hereby finds and determines that the Applications meet the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

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

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

Density Transfer Findings

1. The applicant has the requisite required density of .75 person equivalents to execute a rezone from efficiency lodge to lodge zoning designation
2. The applicant has met or exceeded the parking requirement of .5 parking spaces
3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.

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

1. The applicant shall submit a condo map amendment and associated declarations, to the Town for review and approval showing the Units 22A, 22B, and 22C as one renumbered Lodge unit.
2. The Lot list shall be updated to reflect the rezone from three efficiency lodge units to one lodge unit.

**Section 1. Effect on Zoning Designations**

A. This Resolution does not change any other zoning designation on the Properties it only affects Units 22A, 22B and 22C.

**Section 2. Ordinance Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2020 following public hearing and approval by Council on second reading.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 16<sup>th</sup> of January 2020 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 5<sup>th</sup> day of December 2019.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Kim Montgomery, Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,  
Colorado this 16th day of January 2020**

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

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

ATTEST:

\_\_\_\_\_  
Kim Montgomery, Town Clerk

Approved as To Form:

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



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

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2019, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2019 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2020. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kim Montgomery, Town Clerk

(SEAL)



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item No. 14**

**TO:** Town Council

**FROM:** Michelle Haynes, Planning and Development Services Director

**FOR:** Meeting of January 20, 2020

**DATE:** January 3, 2020

**RE:** Second Reading of an Ordinance and Council Vote regarding Community Development Code (CDC) amendments to the Design Variations at Section 17.4.11.E.5 and Section 17.5.6 Building Design

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*Staff Note: This memo is substantially the same as the first reading of an ordinance memo provided on December 12, 2019 in the Town Council packet.*

**BACKGROUND**

The Town Council and DRB Chairperson requested that the Design Review Board consider amending the Design Variations Section of the CDC to then be brought forward for approval by the Town Council. The DRB has made large strides by three separate CDC amendments in 2017, 2018 and 2019 allow for a broader range of materials and building forms; in order to allow for a greater breadth of roof materials in the Village Center; and allow staff level review of synthetic roof materials outside of the Village Center. The intent behind these changes was to allow for diverse architecture and design and to reduce process. The intent behind the proposed amendment for your review today is to review and reduce the number of design variation criteria and remove a few of the top items that currently require either a design variation or specific approval because they are typically approved and the requirements are prescriptive.

**ATTACHMENTS**

1. Ordinance
  - a. Exhibit A. CDC Proposed Redline Amendments to CDC Sections 17.4.11.E.5 Design Variations and CDC Section 17.5.6 Building Design

**THE DIFFERENCE BETWEEN A VARIANCE, DESIGN VARIATIONS AND SPECIFIC APPROVALS**

Staff reviewed the fundamental differences with the DRB regarding Variances, design variations and specific approvals. A briefer summary is provided here.

**Variance**

Variances, which are not being considered by this CDC amendment is a specific process found at CDC Section 17.4.16. A variance process, "is applicable to any owner or developer who seeks a variance to the requirements of the CDC because the strict application of the CDC requirements would cause a hardship due to extraordinary or special circumstances on a lot." A Variance can be granted for items outside of the Design Regulations such as the zoning and land use

regulations that govern things like setbacks and building heights. The DRB provides recommendations to the Town Council, who is the decision-maker regarding Variances.

Variances are almost exclusively based upon hardship due to site constraints (steep slopes, wetland, size, geohazards) and would otherwise cause the diminishment of value or use of a property if not granted. The most typical type of Variances we see in the Mountain Village relates to height, typically requested by the way we calculate height on steep slopes. The standards to approve a Variance are much greater and require the Town Council to render a decision by Resolution.

### **Design Variation**

A design variation is a specific design-related approval by the DRB. The DRB can choose to vary from the list (shown on page 1 of the memo) any number of the site design or building material related items. The intention is to allow for a design variation from the CDC regulations, based on a site-specific design analysis of a project. The threshold to approve a design variation is not necessarily based upon hardship but otherwise has to demonstrate that the design variation request leads to a better design than following the CDC regulations. Design variations are evaluated against a list of criteria found in the CDC.

### **Specific Approvals**

Specific approvals are allowed by the CDC and noted as such through the CDC expressly. Specific approvals do not need to meet the design variation criteria, just simply need to be approved by the DRB or appropriate reviewing authority. Specific approvals are allowed for many items throughout the CDC, not just Design Regulations.

### **APPLICATION ANALYSIS**

Planning staff analyzed the last 12 months of design review applications and identified the top five either design variations or specific approvals granted by the DRB. These are as follows in descending order of number of requests:

#### Design Variations

- 1) A reduction to the 35% stone requirement.
- 2) Wood siding less than 8"
- 3) roof material

#### Specific Approvals

- 1) Metal siding or accent
- 2) Use of board form concrete

### **SUMMARY**

The proposed amendment to the Design Variation criteria helps provide better distinction and clarity between a Variance and a design variation, which has been confusing for the DRB in the past, by removing typical hardship and variance language from the design variation criteria. (See exhibit A)

Staff also recommends the following additional CDC edits to design variations:

- 1) removing prescriptive language regarding wood dimensions (see exhibit B page 119 & 124) which would reduce the specific approval requests for wood siding less than 8",

And staff recommends modifying the following specific approvals:



- 1) allowing for metal as a siding material but leaving metal soffit and fascia material as a specific approval.
- 2) Allow for stucco as a subordinate material outside of the Village Center zone district.

Staff and the DRB felt the other top design variations and one specific approval was appropriate to remain unchanged.

### **DRB RECOMMENDATION**

At the December 5, 2019 regular Design Review Board meeting, the DRB recommended approval to the Town Council by a unanimous vote of 6-0. The DRB also requested to work plan in 2020 modifications to the residential roof material section of the CDC for greater consideration of roof materials for no slope and low sloped roofs.

### **TOWN COUNCIL FIRST READING**

The Town Council approved on first reading, the proposed CDC amendment as presented at their December 12, 2019 regular meeting.

### **PROPOSED MOTION**

Staff recommends the Town Council approve on second reading, the proposed CDC amendments with the following proposed motion:

*I move to approve on second reading of an ordinance amendments to the Design Variations at Section Community Development Code section 17.4.11.E.5 and the Building Design section at 17.5.6 (attached as exhibits A & B) with the following finding:*

- 1) *Consistent with CDC Section 17.1.7, the CDC amendment was initiated by the Town Council*

*This motion is based on the evidence and testimony provided at a public meeting held on January 16, 2020, with notice of such hearing as required by the Community Development Code.*

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

**AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC) AT SECTIONS 17.4.11.E.5 DESIGN VARIATIONS AND SECTION 17.5.6 BUILDING DESIGN RECITALS**

- A. The Town of Mountain Village (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado (the “Constitution”) and the Home Rule Charter of the Town (the “Charter”).
- B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof.
- C. The Town Council may amend the CDC, from time to time.
- D. The Design Review Board provided a unanimous recommendation to Town Council regarding the CDC amendment.
- E. Town Council held a first reading of an ordinance on December 12, 2019
- F. The Town Council held a public hearing and second reading on January 16, 2019
- G. The CDC amendments reduce the number and rigor of design variation criteria
- H. The Town Council finds that the CDC amendment streamlines design review and reduces process.
- I. The CDC amendment is consistent with the Mountain Village Comprehensive Plan.

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

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

- A. The Town of Mountain Village Community Development Code, sections 17.4.11.E.5 and 17.5.6 are hereby amended and replaced as set forth in Exhibit A which is attached hereto and incorporated herein.
- B. The Planning Division is directed to codify the amendments in Exhibit A into the CDC.
- C. The Planning Division may correct typographical and formatting errors in the amendments or the adopted CDC.

**Section 2. Ordinance Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2020.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 12<sup>th</sup> of December, 2019 in the Town Council

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

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 12<sup>th</sup> of December, 2019**

**TOWN OF MOUNTAIN VILLAGE:**

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

By: Laila Benitez, Mayor

ATTEST:

\_\_\_\_\_  
Kim Montgomery, Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 16<sup>th</sup> of January, 2020**

**TOWN OF MOUNTAIN VILLAGE:**

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

By: Laila Benitez, Mayor

ATTEST:

\_\_\_\_\_  
Kim Montgomery, Town Clerk

Approved As To Form:

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



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

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2019, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Patrick Berry				
Natalie Binder				
Peter Dupre				
Jack Gilbride				
Marti Prohaska				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2020 in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on January 16, 2020. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Patrick Berry				
Natalie Binder				
Peter Dupre				
Jack Gilbride				
Marti Prohaska				

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kim Montgomery, Town Clerk

(SEAL)

**Design Variation Process.**

a. The DRB may grant design variations to the following Design Regulations sections:

- i. Building siting design;
- ii. Grading and drainage design;
- iii. Building design;
- iv. Landscaping regulations;
- v. Trash, recycling and storage areas;
- vi. Lighting regulations;
- vii. Sign regulations; and
- viii. Commercial, ground level and plaza area regulations.

b. A design variation request shall be processed concurrently with the applicable Design Review Process development application.

c. A design variation request shall outline the specific variations requested and include the section number.

d. A design variation may provide creativity in architectural design.

ed. A design variation request shall provide a narrative on how the variation request meets the design variation criteria for decision.

fe. The applicant must meet the following following criteria ~~shall be met~~ for the review authority to approve a design variation:

- i. The design variation ~~is compatible~~ may contrast with the design context of the surrounding area;
- ii. The design variation is ~~consistent contextually compatible~~ with the town design theme although creativity is encouraged;
- ~~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;~~
- ~~viii.~~ iii. The design variation is consistent with purpose and intent of the Design Regulations;
- ~~iv.~~ v. The design variation does not have an unreasonable negative impact on the surrounding neighborhood;
- ~~v.~~ vi. The ~~proposed~~ design variation meets all applicable Town regulations and standards; and
- ~~vii.~~ vii. The design 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.~~

gf. Cost or inconvenience alone shall not be sufficient grounds to grant a design variation.

gh. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the design variation process.

~~Center only), or wood, with dimensions that are ten inches (10") or greater for timber or timber veneer and sixteen inches (16") or greater for log homes or log bases.~~ Where the base of a building meets natural grade, the materials must be appropriate to be adjacent to accumulated snow.

2. Windows and doors in stone and stucco areas shall be recessed back from the face of the exterior material by a minimum of five inches (5") with variations in the depth of the window and door recessions provided throughout the building to convey the desired heavy, thick massing.
  - a. Window trim or built up areas around the windows shall not be included in the measurement, such measurement to be made from the predominant face of the exterior wall assembly.
3. The exterior material requirements reinforce the desired massing set forth in this section.

## **B. Exterior Wall Form**

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

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

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

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

## **C. Roof Form**

### **1. Roof Design Elements**

- a. The roof shall be a composition of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.
- b. Dormers may be included to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers may have gable or shed forms.
- c. Roofs shall be designed and insulated to ensure valleys, areas over wall top plates and other similar building spaces do not form ice dams and to prevent the need for heat tracing.
- d. The DRB may require long ridgelines to be stepped to avoid long spans of unbroken ridges when such elements are not in proportion to the design and scale of the building, or to ensure the building design is following the topography of the site.



achieving the building massing requirements, wood siding shall meet the following standards:

- a. Log and log siding shall be a larger diameter on lower and first floor elevations and smaller diameter on upper floors. minimum sixteen inches(16") in diameter on the first and lower floor elevations as provided under the building design standards, and nine inches (9") in diameter on upper floors. When milled logs are used, hand-hewed logs are preferred. When log siding, heavy timber or wood siding are used, corner detailing shall be provided.
- ~~b. Heavy timber shall be a minimum size of eight inches by eight inches (8" x 8").~~
- ~~e.b. Wood siding shall have no minimum dimension either painted or stained, including reclaimed barn wood. be a minimum size of one inch by eight inches (1" x 8") in dimension and either painted or stained. Reclaimed barn wood shall be an average of eight inches (8") in width.~~
- ~~d.c. Board and batten wood siding shall not be the predominant siding pattern. When board and batten siding is proposed the minimum size shall be one inch by eight inch (1" x 8") boards and one inch by eight inch (1" x 8") battens.~~


3. **Metal.** The review authority may review and approve metal as a siding material. Metal, soffit material and fascia material require-as specific approvals in a development application.

- a. Permitted metal siding types include rusted corrugated, rusted sheet metal panels, zinc panels, copper panels and other metal types reviewed and approved by the DRB.
- b. Copper metal shall be treated to produce a patina prior to the issuance of a certificate of occupancy.
- c. Corrugated metal shall be treated to produce rusting prior to the issuance of a certificate of occupancy.

4. **Stucco.** Stucco is only allowed in the Village Center and allowed as a subordinate exterior material in all other zone districts. In addition to achieving the building massing requirements, stucco siding shall meet the following standards:

- a. The primary exterior wall finish in the Village Center shall be stucco with a minimum use of twenty-five percent (25%) stone and a maximum of twenty percent (20%) wood as an exterior wall material.
- b. Stucco walls shall portray a building of mass and, therefore, must be used over large surfaces rather than on small isolated areas in the Village Center. Stucco walls shall have a smooth undulating surface with soft rounded corners and deeply recessed doors and windows to reinforce the building mass.
- c. Two-coat or three-coat stucco construction shall be detailed on the Design Review Process and construction plans.
- d. Stucco colors shall be primarily light earth tones and are subject to the approval of the review authority.
- e. Exterior Insulation Finished System or "EIFS" is prohibited due to the high alpine conditions and the prevalent water damage issues occurring in past EIFS installations.

5. **Non-combustible Materials.** The Town Building Codes may require certain non-combustible wall assemblies or synthetic materials. In such circumstances, the DRB may

 <b>Business and Government Activity Report</b> For the month ending: December 31st									
Activity	2019			2018			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
<b>Cable/Internet</b> <i>In November 2018, bulk internet subscribers increased 8%</i>									
# Residential & Bulk Basic Cable	808	37		807	14		1	0.1%	
# Premium Channel Residential & Bulk Subscribers	408	9		449	0		(41)	-9.1%	
# Digital Subscribers	202	13		207	7		(5)	-2.4%	
# Internet Subscribers	1,983	50		1,878	16		105	5.6%	
Average # Phone Subscribers	92	0		99	0		(7)	-7.07%	
<b>Village Court Apartments</b>									
Occupancy Rate %	95.99%	-4.01%	99.32%	99.55%	0.46%	98.53%	0.79%	0.8%	
# Vacated Units	2	1	18	2	0	14	4	28.6%	
# Work Orders Completed	22	(1)	357	28	(15)	367	(10)	-2.7%	
# on Waiting List	198	(2)		154	8		44	28.6%	
<b>Public Works</b>									
Service Calls	614	147	4,423	338	(133)	4,220	203	4.8%	
Snow Fall Inches	38	(12)	310	53	34	226	84	37.2%	
Snow Removal - Streets & Prkg Lots Hours	1,130	883	4,950	853	651	2,523	2,427	96.2%	
Roadway Maintenance Hours	3	(88)	1,479	18	(45)	2,916	(1,437)	-49.3%	
Water Billed Consumption Gal.	46,822,000	5,119,000	283,417,000	57,666,000	20,011,000	294,396,000	(10,979,000)	-3.7%	
Sewage Treatment Gal.	97,560,000	93,696,000	188,007,000	91,827,000	82,867,000	82,875,000	105,132,000	126.9%	
<b>Child Development Fund</b>									
# Infants Actual Occupancy	5.95	0.79		2.58	(2.11)		3.37	130.6%	
# Toddlers Actual Occupancy	16.12	(0.35)		13.73	1.23		2.39	17.4%	
# Preschoolers Actual Occupancy	15.56	0.24		14.59	0.34		0.97	6.6%	
<b>Transportation and Parking</b>									
GPG (noon snapshot)	10,569	7,836	79,605	9,637	6,147	69,736	9,869	14.2%	
GPG Parking Utilization (% of total # of spaces occupied)	74.1%	54.30%	47.4%	69.80%	44.50%	41.5%	5.9%	14.2%	
HPG (noon snapshot)	2,036	1,387	15,765	1,933	1,308	12,981	2,784	21.4%	
HPG Parking Utilization (% of total # of spaces occupied)	62.0%	41.60%	40.7%	60.80%	41.10%	33.6%	7.1%	21.1%	
Total Parking (noon snapshot)	16,742	11,454	135,574	15,917	9,415	124,640	10,934	8.8%	
Parking Utilization (% of total # of spaces occupied)	66.8%	45.00%	45.9%	65.60%	38.80%	42.2%	3.7%	8.8%	
Paid Parking Revenues	\$41,008	\$33,125	\$503,007	\$26,586	\$26,586	\$367,159	\$135,848	37.0%	
Bus Routes # of Passengers	685	(5,813)	68,605	0	(3,570)	53,264	15,341	28.8%	
Employee Shuttle # of Passengers	1,434	201	16,990	1,419	273	15,053	1,937	12.9%	
Employee Shuttle Utilization Rate %	45.50%	-8.10%	52.6%	55.90%	6.10%	51.3%	1.30%	2.5%	
Inbound (Vehicle) Traffic (Entrance) # of Cars	70,727	18,782	791,895	68,677	18,387	775,435	16,460	2.1%	
PART TIME: judge, town council, child care SEAS; 1 recreation, 1 veh maintenance; NEW HIRES: 3 gondola op, 1 water tech, 1 police officer; TERMS: 5 gondola ops, gond cabin tech; REASON FOR TERMS: 1 no call/no show, 1 other job, 1 personal/family, 1 performance, 1 end of season, 1 quit-no notice									
<b>Human Resources</b>									
FT Year Round Head Count	86	0		81	(3)		5	6.2%	
Seasonal Head Count (FT & PT)	2	0		2	1		0	0.0%	
PT Year Round Head Count	15	0		23	2		(8)	-34.8%	
Gondola FT YR, Seasonal, PT YR Head Count	58	(3)		64	5		(6)	-9.4%	
Total Employees	161	(3)		170	5		(9)	-5.3%	
Gondola Overtime Paid Hours	386	(18)	4,282	444	92	3768	513	13.6%	
Other Employee Overtime Paid	39	(180)	1,227	24	(318)	1540	(313)	-20.3%	
# New Hires Total New Hires	5	(12)	101	6	(13)	92	9	9.8%	
# Terminations	6	(10)	98	3	(13)	43	55	127.9%	
# Workmen Comp Claims	2	(1)	19	1	1	7	12	171.4%	
Workmen Comp Claims Costs	\$0	(\$367)	\$11,737	\$240	\$240	\$5,044	\$6,693	132.7%	
Number of Reported Injuries	2	(1)	21	2	0	15	6	40.0%	
<b>Marketing &amp; Business Development</b>									
Town Hosted Meetings	3	(1)	52	4	0	53	(1)	-1.9%	
Email Correspondence Sent	10	(2)	210	13	5	109	101	92.7%	
E-mail List #	6,832	(161)		8,403	(596)		(1,571)	-18.7%	
News Articles	31	9	185	na	#VALUE!	na	#VALUE!	#VALUE!	
Press Releases Sent	3	(4)	59	1	(5)	31	28	90.3%	
<b>Gondola and RETA</b> <i>Current RETA revenues are unaudited</i>									
Gondola # of Passengers	329,966	283,691	3,151,603	324,093	247,587	3,026,131	125,472	4.1%	
Chondola # of Passengers	29,842	27,772	134,052	27,576	22,003	132,608	1,444	1.1%	
RETA fees collected by TMVOA	\$ 638,891	\$ (407,084)	\$ 7,014,726	\$ 323,812	\$ (152,528)	\$ 5,691,103	\$1,323,623	23.3%	
<b>Recreation</b> <i>Summer - May 1 - October 31</i>									
Platform Tennis Registrations	40	18	353	40	20	374	(21)	-5.6%	
Ice Rink Skaters	2187	2052	4607	2113	1663	4800	(193)	-4.0%	
Snow Cat Hours	91	91	547	3	3	35	511	1448.4%	



**Business and Government Activity Report**  
For the month ending: December 31st

Activity	2019			2018			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
<b>Police</b>									
<i>"non custodial" Summons taken out of Arrests line</i>									
Calls for Service	#	474	221	4,218	406	83	4,320	(102)	-2.4%
Investigations	#	27	15	175	18	5	186	(11)	-5.9%
Alarms	#	38	12	363	46	15	350	13	3.7%
Arrests	#	1	0	35	6	5	31	4	12.9%
Summons	#	9	6	42	na	#VALUE!	na	#VALUE!	#VALUE!
Traffic Contacts	#	12	3	201	11	1	208	(7)	-3.4%
Traffic Tickets Written	#	1	(3)	46	8	7	101	(55)	-54.5%
Parking Tickets Written	#	582	289	4,214	490	466	3,800	414	10.9%
Administrative Dismissals	#	8	3	56	7	0	68	(12)	-17.6%
<b>Building/Planning</b>									
Community Development Revenues		\$33,795	(\$24,383)	\$1,386,252	\$10,337	(\$65,780)	\$1,145,551	\$240,701	21.0%
# Permits Issued		33	-17	457	31	-27	461	(4)	-0.9%
Valuation of Mtn Village Remodel/New/Additions Permits		\$528,184	(\$642,891)	\$45,036,262	\$241,500	(\$1,498,572)	\$30,532,893	\$14,503,369	47.5%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$123,432	(\$57,377)	\$3,499,672	\$21,700	(\$388,699)	\$2,550,711	\$948,961	37.2%
Valuation Telluride Electric/Plumbing Permits		\$115,466	(\$782,189)	\$4,603,105	\$477,750	\$226,280	\$4,420,647	\$182,458	4.1%
# Inspections Completed		438	100	4,203	206	-20	2,759	1,444	52.3%
# Design Review/Zoning Agenda Items		19	-6	173	3	-4	104	69	66.3%
# Staff Review Approvals		9	-7	177	34	-5	387	(210)	-54.3%
<b>Plaza Services</b>									
Snow Removal Plaza	Hours	520	310	3037	460	335	1,443.5	1,594	110.4%
Plaza Maintenance	Hours	312	59	4072	323	53	4802	(730)	-15.2%
Lawn Care	Hours	0	(2)	1620	0	(30)	1586	34	2.1%
Plant Care	Hours	0	(30)	2526	0	0	3317	(792)	-23.9%
Irrigation	Hours	0	0	820	0	0	811	9	1.1%
TMV Trash Collection	Hours	97	46	1174	88	8	1239	(65)	-5.2%
Christmas Decorations	Hours	313	(495)	2380	350	(673)	2886	(506)	-17.5%
Residential Trash	Pound	20250	(1,350)	285,650	17,700	(7,650)	253650	32,000	12.6%
Residential Recycle	Pound	25499	(4,531)	407,083	26,499	651	346717	60,366	17.4%
Diversion Rate	%	55.74%	-2.43%	58.76%	59.95%	9.47%	57.75%	1.01%	1.8%
<b>Vehicle Maintenance</b>									
# Preventive Maintenance Performed		13	(1)	203	14	(5)	231	(28)	-12.1%
# Repairs Completed		15	(12)	268	19	(19)	321	(53)	-16.5%
Special Projects		0	(1)	38	1	(1)	15	23	153.3%
# Roadside Assists		0	0	5	0	0	4	1	25.0%
<b>Finance</b>									
# Other Business Licenses Issued		22	8	1,032	22	5	864	168	19.4%
# Privately Licensed Rentals		2	2	77	0	(1)	75	2	2.7%
# Property Management Licensed Rentals		4	4	431	1	1	425	6	1.4%
# Unique VRBO Property Advertisements Listings for MV		437	8	5,299	529	(1)	5,298	(92)	-17.4%
# Paperless Billing Accts (YTD is total paperless customers)		27	22	1,092	32	26	890	202	22.7%
# of TMV AR Bills Processed		2,178	11	26,051	2,128	(41)	25,611	440	1.7%
<b>Accounts Receivable</b>					<b>General Fund Investment Activity</b>				
Current	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments		Change in Value (Month) <b>(\$750,650)</b>		
	\$362,206	99.4%	\$483,458	88.1%	\$0	0.0%			
30+ Days	160	0.0%	54,910	10.0%	5,895	73.7%	Ending Balance \$10,489,151		
60+ Days	22	0.0%	5,288	1.0%	240	3.0%	Investment Income (Month) \$18,438		
90+ Days	1	0.0%	4,128	0.8%	-	0.0%	Portfolio Yield 2.00%		
over 120 days	1,933	0.5%	743	0.1%	1,864	23.3%	Yield Change (Month) <b>0.00%</b>		
Total	\$ 364,322	100.0%	\$ 548,527	100.0%	\$ 7,999	100.0%	<b>Other Statistics</b>		
	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR				
Current	\$34,480	85.5%	\$ 880,144	91.6%	\$80,077	-33.5%	Population (estimated) 1,434		
30+ Days	3,462	8.6%	64,427	6.7%	(307,866)	128.6%	(Active) Registered Voters 871		
60+ Days	1,314	3.3%	6,864	0.7%	(10,398)	4.3%	Property Valuation 290,861,460		
90+ Days	349	0.9%	4,478	0.5%	(3,394)	1.4%			
over 120 days	717	1.8%	5,257	0.5%	2,198	-0.9%			
Total	\$ 40,322	100.0%	\$ 961,170	100.0%	\$ (239,383)	100.0%			



**Town of Mountain Village Broadband Subscriber Statistics**

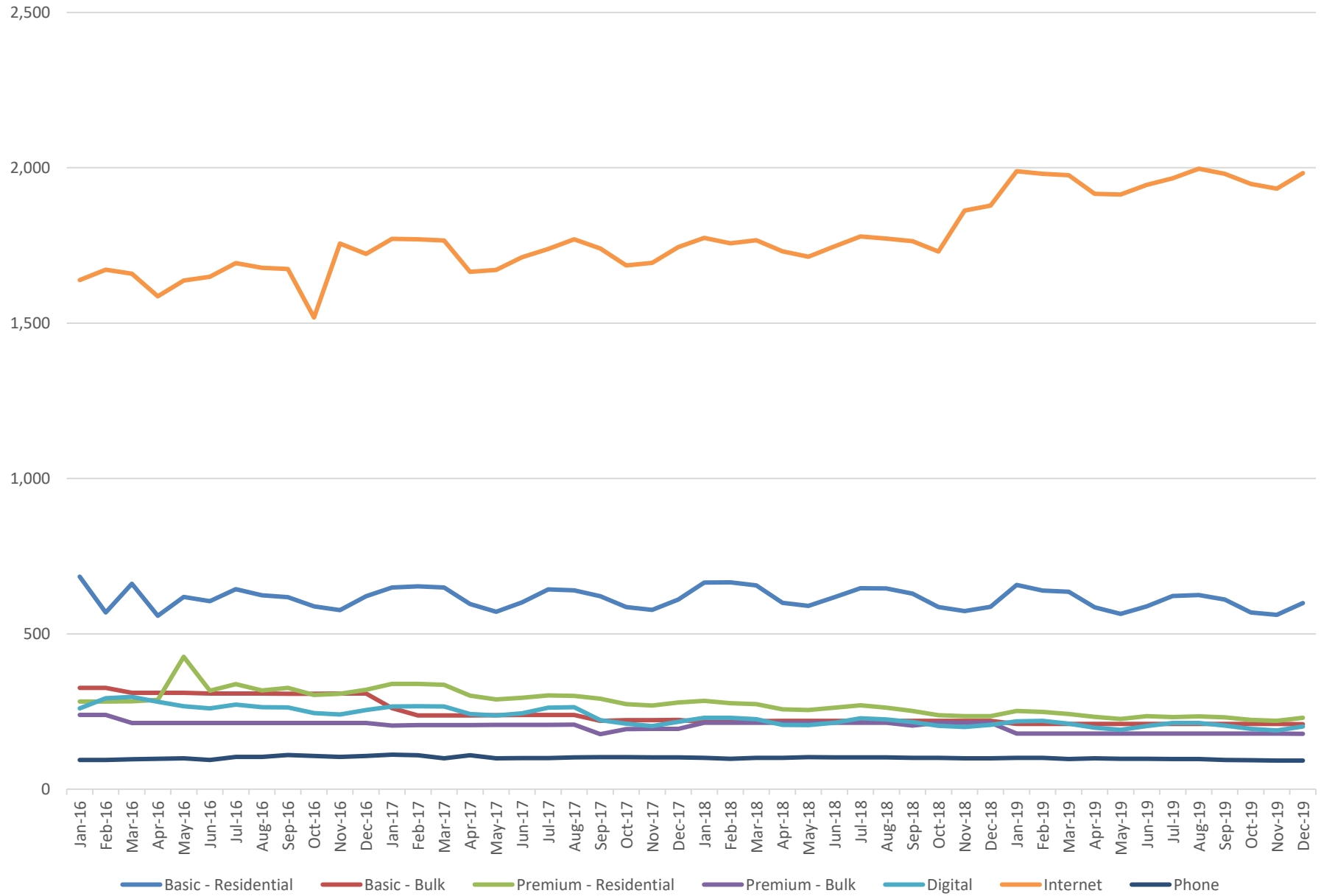
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>2019 EBU Subscribers</b>													
Basic - Residential	657	639	635	585	564	588	622	625	610	569	561	599	7,254
<b>Increase (Decrease) - Prior Year</b>	<b>-1.20%</b>	<b>-4.05%</b>	<b>-3.20%</b>	<b>-2.50%</b>	<b>-4.41%</b>	<b>-4.85%</b>	<b>-3.86%</b>	<b>-3.25%</b>	<b>-3.02%</b>	<b>-2.90%</b>	<b>-2.09%</b>	<b>2.04%</b>	<b>-2.80%</b>
Basic - Bulk	210	210	210	210	210	210	210	210	210	210	210	209	2,519
<b>Increase (Decrease) - Prior Year</b>	<b>-2.78%</b>	<b>-2.78%</b>	<b>-4.11%</b>	<b>-4.55%</b>	<b>-4.55%</b>	<b>-4.55%</b>	<b>-4.55%</b>	<b>-4.55%</b>	<b>-4.55%</b>	<b>-4.55%</b>	<b>-4.55%</b>	<b>-5.00%</b>	<b>-4.26%</b>
Premium - Residential	252	249	242	233	226	235	232	234	231	223	220	230	2,807
<b>Increase (Decrease) - Prior Year</b>	<b>-11.27%</b>	<b>-10.11%</b>	<b>-11.68%</b>	<b>-9.34%</b>	<b>-11.37%</b>	<b>-10.31%</b>	<b>-14.07%</b>	<b>-10.69%</b>	<b>-8.33%</b>	<b>-6.30%</b>	<b>-6.38%</b>	<b>-2.13%</b>	<b>-9.48%</b>
Premium - Bulk	179	179	179	179	179	179	179	179	179	179	179	178	2,147
<b>Increase (Decrease) - Prior Year</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-12.68%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.82%</b>	<b>-16.10%</b>
Digital	218	220	211	198	191	203	213	213	205	194	189	202	2,457
<b>Increase (Decrease) - Prior Year</b>	<b>-5.22%</b>	<b>-4.35%</b>	<b>-6.22%</b>	<b>-4.35%</b>	<b>-7.28%</b>	<b>-5.14%</b>	<b>-6.58%</b>	<b>-4.91%</b>	<b>-5.09%</b>	<b>-4.90%</b>	<b>-5.50%</b>	<b>-2.42%</b>	<b>-5.17%</b>
Internet	1,989	1,981	1,976	1,916	1,914	1,945	1,966	1,997	1,981	1,948	1,933	1,983	23,529
<b>Increase (Decrease) - Prior Year</b>	<b>12.12%</b>	<b>12.75%</b>	<b>11.83%</b>	<b>10.69%</b>	<b>11.67%</b>	<b>11.33%</b>	<b>10.51%</b>	<b>12.70%</b>	<b>12.30%</b>	<b>12.60%</b>	<b>3.81%</b>	<b>5.59%</b>	<b>10.59%</b>
Phone	101	101	97	99	98	98	97	97	94	93	92	92	1,159
<b>Increase (Decrease) - Prior Year</b>	<b>0.00%</b>	<b>3.06%</b>	<b>-3.96%</b>	<b>-1.98%</b>	<b>-4.85%</b>	<b>-3.92%</b>	<b>-4.90%</b>	<b>-4.90%</b>	<b>-6.93%</b>	<b>-7.92%</b>	<b>-7.07%</b>	<b>-7.07%</b>	<b>-4.21%</b>

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>2018 EBU Subscribers</b>													
Basic - Residential	665	666	656	600	590	618	647	646	629	586	573	587	7,463
<b>Increase (Decrease) - Prior Year</b>	<b>2.47%</b>	<b>1.99%</b>	<b>1.08%</b>	<b>0.67%</b>	<b>3.33%</b>	<b>2.83%</b>	<b>0.62%</b>	<b>0.94%</b>	<b>1.29%</b>	<b>0.00%</b>	<b>-0.69%</b>	<b>-3.77%</b>	<b>0.91%</b>
Basic - Bulk	216	216	219	220	220	220	220	220	220	220	220	220	2,631
<b>Increase (Decrease) - Prior Year</b>	<b>-17.24%</b>	<b>-8.86%</b>	<b>-7.59%</b>	<b>-7.17%</b>	<b>-7.56%</b>	<b>-7.95%</b>	<b>-7.95%</b>	<b>-7.95%</b>	<b>0.00%</b>	<b>-0.90%</b>	<b>-0.90%</b>	<b>-1.35%</b>	<b>-6.50%</b>
Premium - Residential	284	277	274	257	255	262	270	262	252	238	235	235	3,101
<b>Increase (Decrease) - Prior Year</b>	<b>-16.22%</b>	<b>-18.29%</b>	<b>-18.45%</b>	<b>-14.62%</b>	<b>-11.76%</b>	<b>-10.88%</b>	<b>-10.60%</b>	<b>-12.67%</b>	<b>-13.40%</b>	<b>-13.14%</b>	<b>-12.64%</b>	<b>-15.77%</b>	<b>-14.17%</b>
Premium - Bulk	214	214	214	214	214	214	214	214	205	214	214	214	2,559
<b>Increase (Decrease) - Prior Year</b>	<b>4.39%</b>	<b>3.88%</b>	<b>3.88%</b>	<b>3.88%</b>	<b>3.38%</b>	<b>3.38%</b>	<b>3.38%</b>	<b>2.88%</b>	<b>15.82%</b>	<b>10.88%</b>	<b>10.31%</b>	<b>10.31%</b>	<b>6.18%</b>
Digital	230	230	225	207	206	214	228	224	216	204	200	207	2,591
<b>Increase (Decrease) - Prior Year</b>	<b>-13.53%</b>	<b>-13.86%</b>	<b>-15.41%</b>	<b>-14.46%</b>	<b>-13.08%</b>	<b>-12.30%</b>	<b>-12.98%</b>	<b>-15.15%</b>	<b>-2.70%</b>	<b>-3.32%</b>	<b>-1.48%</b>	<b>-4.61%</b>	<b>-10.69%</b>
Internet	1,774	1,757	1,767	1,731	1,714	1,747	1,779	1,772	1,764	1,730	1,862	1,878	21,275
<b>Increase (Decrease) - Prior Year</b>	<b>0.17%</b>	<b>-0.73%</b>	<b>0.06%</b>	<b>3.96%</b>	<b>2.57%</b>	<b>2.04%</b>	<b>2.30%</b>	<b>0.11%</b>	<b>1.38%</b>	<b>2.61%</b>	<b>9.92%</b>	<b>7.62%</b>	<b>2.63%</b>
Phone	101	98	101	101	103	102	102	102	101	101	99	99	1,210
<b>Increase (Decrease) - Prior Year</b>	<b>-9.01%</b>	<b>-10.09%</b>	<b>2.02%</b>	<b>-7.34%</b>	<b>4.04%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>0.00%</b>	<b>-1.94%</b>	<b>-1.94%</b>	<b>-2.94%</b>	<b>-2.94%</b>	<b>-2.34%</b>

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>2017 EBU Subscribers</b>													
Basic - Residential	649	653	649	596	571	601	643	640	621	586	577	610	7,396
<b>Increase (Decrease) - Prior Year</b>	<b>-5.12%</b>	<b>14.76%</b>	<b>-1.82%</b>	<b>6.81%</b>	<b>-7.75%</b>	<b>-0.66%</b>	<b>-0.16%</b>	<b>2.56%</b>	<b>0.49%</b>	<b>-0.34%</b>	<b>0.17%</b>	<b>-1.77%</b>	<b>0.39%</b>
Basic - Bulk	261	237	237	237	238	239	239	239	220	222	222	223	2,814
<b>Increase (Decrease) - Prior Year</b>	<b>-19.94%</b>	<b>-27.30%</b>	<b>-23.55%</b>	<b>-23.55%</b>	<b>-23.23%</b>	<b>-22.40%</b>	<b>-22.40%</b>	<b>-22.40%</b>	<b>-28.34%</b>	<b>-27.69%</b>	<b>-27.92%</b>	<b>-27.60%</b>	<b>-24.68%</b>
Premium - Residential	339	339	336	301	289	294	302	300	291	274	269	279	3,613
<b>Increase (Decrease) - Prior Year</b>	<b>20.21%</b>	<b>20.21%</b>	<b>18.73%</b>	<b>4.88%</b>	<b>-32.16%</b>	<b>-7.26%</b>	<b>-10.65%</b>	<b>-5.66%</b>	<b>-10.74%</b>	<b>-9.57%</b>	<b>-12.38%</b>	<b>-12.81%</b>	<b>-4.65%</b>
Premium - Bulk	205	206	206	206	207	207	207	208	177	193	194	194	2,410
<b>Increase (Decrease) - Prior Year</b>	<b>-14.23%</b>	<b>-13.81%</b>	<b>-3.29%</b>	<b>-3.29%</b>	<b>-2.82%</b>	<b>-2.82%</b>	<b>-2.82%</b>	<b>-2.35%</b>	<b>-16.90%</b>	<b>-9.39%</b>	<b>-8.92%</b>	<b>-8.92%</b>	<b>-7.59%</b>
Digital	266	267	266	242	237	244	262	264	222	211	203	217	2,901
<b>Increase (Decrease) - Prior Year</b>	<b>2.31%</b>	<b>-8.87%</b>	<b>-10.44%</b>	<b>-13.88%</b>	<b>-11.24%</b>	<b>-6.15%</b>	<b>-3.68%</b>	<b>0.00%</b>	<b>-15.59%</b>	<b>-13.88%</b>	<b>-15.42%</b>	<b>-14.90%</b>	<b>-9.26%</b>
Internet	1,771	1,770	1,766	1,665	1,671	1,712	1,739	1,770	1,740	1,686	1,694	1,745	20,729
<b>Increase (Decrease) - Prior Year</b>	<b>8.05%</b>	<b>5.86%</b>	<b>6.45%</b>	<b>4.98%</b>	<b>2.08%</b>	<b>3.82%</b>	<b>2.72%</b>	<b>5.48%</b>	<b>3.94%</b>	<b>11.07%</b>	<b>-3.53%</b>	<b>1.28%</b>	<b>4.25%</b>
Phone	111	109	99	109	99	100	100	102	103	103	102	102	1,239
<b>Increase (Decrease) - Prior Year</b>	<b>18.09%</b>	<b>15.96%</b>	<b>3.13%</b>	<b>11.22%</b>	<b>0.00%</b>	<b>6.38%</b>	<b>-3.85%</b>	<b>-1.92%</b>	<b>-6.36%</b>	<b>-3.74%</b>	<b>-1.92%</b>	<b>-4.67%</b>	<b>2.31%</b>

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>2016 EBU Subscribers</b>													
Basic - Residential	684	569	661	558	619	605	644	624	618	588	576	621	7,367
<b>Increase (Decrease) - Prior Year</b>													
Basic - Bulk	326	326	310	310	310	308	308	308	307	307	308	308	3,736
<b>Increase (Decrease) - Prior Year</b>													
Premium - Residential	282	282	283	287	426	317	338	318	326	303	307	320	3,789
<b>Increase (Decrease) - Prior Year</b>													
Premium - Bulk	239	239	213	213	213	213	213	213	213	213	213	213	2,608
<b>Increase (Decrease) - Prior Year</b>													
Digital	260	293	297	281	267	260	272	264	263	245	240	255	3,197
<b>Increase (Decrease) - Prior Year</b>													
Internet	1,639	1,672	1,659	1,586	1,637	1,649	1,693	1,678	1,674	1,518	1,756	1,723	19,884
<b>Increase (Decrease) - Prior Year</b>													
Phone	94	94	96	98	99	94	104	104	110	107	104	107	1,211
<b>Increase (Decrease) - Prior Year</b>													

Cable Subscribers 2016-present





Memorandum

**To:** Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** January 8, 2020  
**Re:** Town of Mountain Village Financial Statements through November 2019

**Mountain Village Financials Statements through November 2019**

**General Fund Summary**

Budgets have been updated to reflect the revised 2019 budget, adopted December 12, 2019. The General Fund reflects a year to date surplus of \$2.3 million. Permit and use taxes are now over prior year and under budget. Sales taxes show an increase of 14.4% over prior year and 3% over budget. Revenues of \$10.8 million were over budget by \$233,000.

Total GF operating expenditures of \$8 million were under budget by \$553,800.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ -	\$ -	\$ -	-
Child Development Fund	\$ 30,055	\$ 125,694	\$ 90,453	(35,241)
Conference Center Subsidy	\$ -	\$ 197,304	\$ 197,239	(65)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 12,741	\$ 403,028	\$ 478,734	75,706
Vehicle & Equipment Acquisition Fund	\$ -	\$ 106,000	\$ 105,767	(233)

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	\$ 3,429	\$ 577,393	\$ 583,636	6,243
*Tourism Fund	\$ (3,617)	\$ 28,800	\$ 14,689	(14,111)
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific ownership taxes)	\$ 1,902	\$ 32,000	\$ 24,890	(7,110)



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

The Bobcat leases have been paid, and a compressor for Road & Bridge, a Plaza Services vehicle, and Police equipment have been purchased. A transfer from the General Fund in the amount of \$105,767 has been made.

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

\$20,426 was spent on the Shop remodel consulting fees.

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

\$96,506 in property taxes were collected and \$94,571 was tendered to the historical museum. The county treasurer retained \$1,935 in treasurer’s fees.

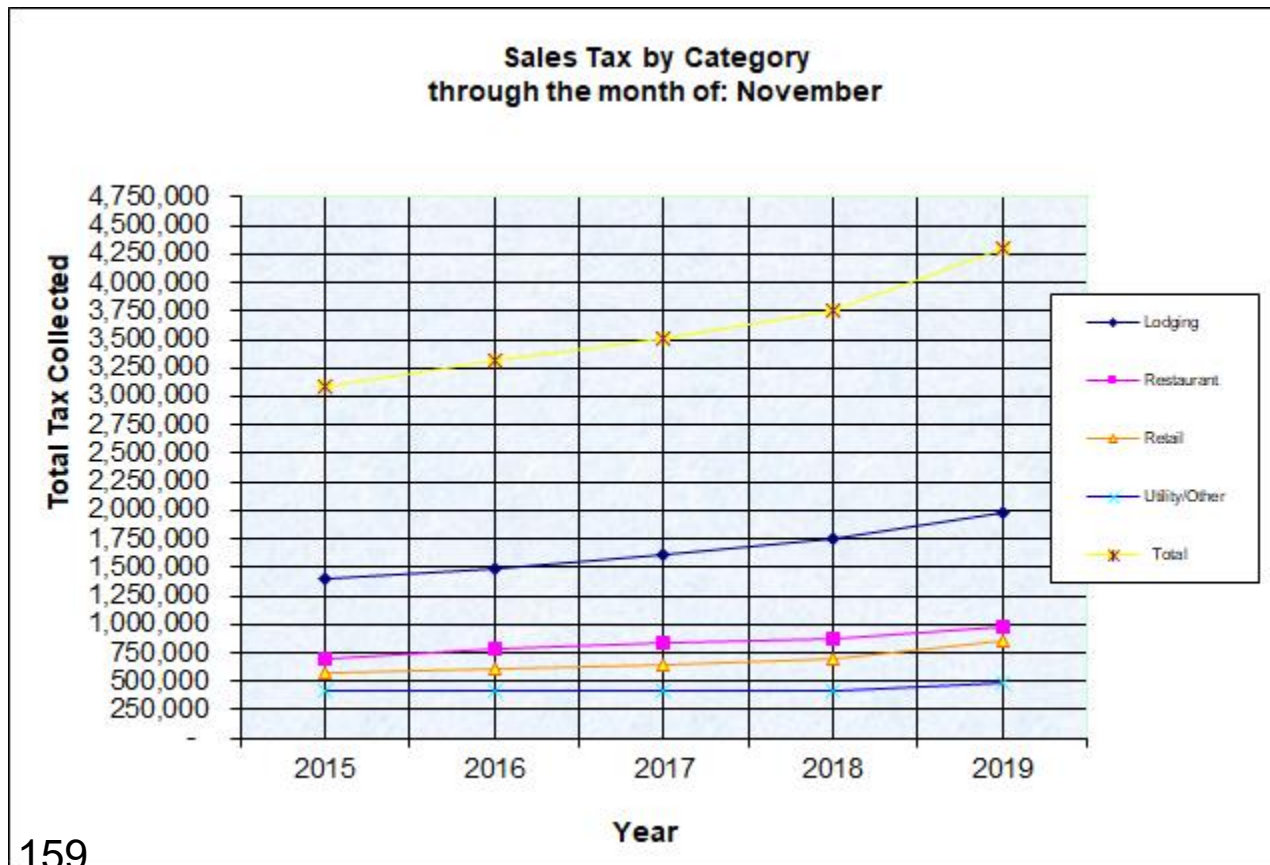
**Mortgage Assistance Fund – No Fund Income Statement Attached**

\$60,000 in employee down payment assistance has been granted and paid.

**Sales Tax**

Sales taxes of \$4.3 million are 14.4% over 2018 through this period and are over budget by 3%. Retail shows the highest growth at 22.9%, followed by lodging and utility/other at 12.85%. Retail growth is now being enhanced from remote sales, now taxable at the delivery location under new Colorado state law.

Actual Sales Tax Base By Class, Through November 2019										
Category	Actual 2015	Actual 2016	PY % Increase	Actual 2017	PY % Increase	Actual 2018	PY % Increase	Actual 2019	PY \$ Variance	PY % Increase
	4.5%	4.5%	2015 to 2016	4.5%	2016 to 2017	4.5%	2017 to 2018	4.5%	2018 to 2019	2018 to 2019
Lodging	30,989,880	33,155,524	7%	35,881,634	8%	39,094,556	9%	44,117,029	5,022,473	12.85%
Restaurant	15,692,613	17,635,513	12%	18,434,278	5%	19,475,147	6%	21,706,976	2,231,829	11.46%
Retail	12,873,204	13,603,447	6%	14,516,484	7%	15,443,383	6%	18,974,065	3,530,682	22.86%
Utility/Other	9,227,172	9,264,723	0%	9,207,343	-1%	9,418,322	2%	10,628,362	1,210,040	12.85%
<b>Total</b>	<b>68,782,868</b>	<b>73,659,207</b>	<b>7%</b>	<b>78,039,738</b>	<b>6%</b>	<b>83,431,408</b>	<b>7%</b>	<b>95,426,432</b>	<b>11,995,025</b>	<b>14.38%</b>



## Tourism Fund

2019 restaurant taxes totaling \$435,309 have been collected and \$426,603 was tendered to the airline guarantee program. \$1,765,886 in lodging taxes were collected and \$1,739,398 was tendered to the airline guarantee program and to MTI. Additional Funding of \$46,719 was also made for the guest services agent. The Town retained \$35,194 in administrative fees, and penalties and interest of \$2,996. These fees are offset by the additional funding for the guest services agent.

Lodging taxes are exceeding prior year by 13.03% and trailing budget by .03%. Restaurant taxes are ahead of prior year and budget by 11.9% and 4.08%, respectively.

Town of Mountain Village Colorado Lodging Tax Summary									
	2015	2016	2017	2018	2019		2018	2019	Budget
	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)		Var %	Budget	Var %
January	216,904	193,815	245,628	273,707	300,246		9.70%	310,670	-3.47%
February	231,700	249,339	260,809	262,096	310,947		18.64%	297,180	4.43%
March	303,173	304,515	312,990	322,588	401,256		24.39%	363,375	9.44%
April	12,319	7,638	8,353	18,205	17,822		-2.11%	20,825	-16.85%
May	15,282	16,633	12,493	18,134	24,293		33.97%	20,945	13.78%
June	84,204	106,415	122,193	137,760	138,632		0.63%	154,465	-11.42%
July	136,711	153,342	158,585	170,730	195,155		14.31%	192,684	1.27%
August	88,990	111,760	112,264	136,080	160,456		17.91%	153,322	4.45%
September	113,475	139,363	148,624	171,040	156,306		-8.61%	193,298	-23.67%
October	22,812	31,322	34,399	34,696	46,304		33.46%	40,217	13.15%
November	11,372	14,725	18,535	17,307	14,469		-16.40%	19,477	-34.61%
December	226,508	261,808	290,808	283,658	-		-100.00%	316,017	#DIV/0!
<b>Total</b>	<b>1,463,449</b>	<b>1,590,676</b>	<b>1,725,680</b>	<b>1,846,001</b>	<b>1,765,886</b>		<b>-4.34%</b>	<b>2,082,475</b>	<b>-17.93%</b>
<b>Tax Base</b>	<b>36,586,237</b>	<b>39,766,902</b>	<b>43,142,003</b>	<b>46,150,032</b>	<b>44,147,145</b>			<b>52,061,875</b>	

Town of Mountain Village Colorado Restaurant/Bar Tax Summary									
	2015	2016	2017	2018	2019		2018	2019	Budget
	Activity (2%)	Activity (2%)	Activity (2%)	Activity (2%)	Activity (2%)		Var %	Budget	Var %
January	46,261	48,594	54,097	57,188	62,864		9.92%	61,542	2.10%
February	53,871	60,243	60,144	63,140	66,720		5.67%	67,696	-1.46%
March	60,420	71,171	74,202	75,202	87,671		16.58%	80,478	8.21%
April	2,876	1,511	1,829	7,119	7,364		3.43%	7,574	-2.86%
May	5,457	4,568	4,448	4,838	4,299		-11.14%	5,207	-21.11%
June	25,426	34,359	34,365	39,048	38,614		-1.11%	42,133	-9.11%
July	40,081	44,827	46,470	46,603	60,113		28.99%	50,180	16.52%
August	29,015	35,020	34,998	39,031	44,479		13.96%	42,133	5.27%
September	32,169	36,195	39,291	36,920	42,786		15.89%	39,292	8.17%
October	9,492	11,312	13,519	12,695	17,029		34.14%	13,729	19.38%
November	6,637	5,099	5,352	7,221	3,370		-53.33%	7,575	-124.76%
December	55,055	59,070	54,303	53,383	-		-100.00%	55,861	#DIV/0!
<b>Total</b>	<b>366,759</b>	<b>411,969</b>	<b>423,017</b>	<b>442,390</b>	<b>435,309</b>		<b>-1.60%</b>	<b>473,400</b>	<b>-8.75%</b>
<b>Tax Base</b>	<b>18,337,941</b>	<b>20,598,437</b>	<b>21,150,852</b>	<b>22,119,524</b>	<b>21,765,468</b>			<b>23,670,000</b>	

Business license fees of \$318,498 are over budget 2% and over prior year (\$6,813). \$299,388 was remitted to MTI and \$24,603 in admin fees and penalties were transferred to the General Fund.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Revenues</b>									
Charges for Services	\$ 344,283	\$ 292,955	\$ 51,328	17.52%	\$ 323,457	\$ (20,826)	\$ 374,340	\$ 523,675	\$ 308,487
Contributions	37,412	34,459	2,953	8.57%	43,438	6,026	2,914	72,167	66,037
Fines and Forfeits	9,889	11,501	(1,612)	-14.02%	12,241	2,352	60,534	8,077	11,082
Interest Income	265,097	183,333	81,764	44.60%	200,000	(65,097)	114,514	32,880	52,677
Intergovernmental	535,171	512,796	22,375	4.36%	563,978	28,807	427,218	364,509	367,871
Licenses and Permits	404,511	379,220	25,291	6.67%	411,010	6,499	344,492	550,840	288,455
Miscellaneous Revenues	71,528	62,127	9,401	15.13%	72,843	1,315	51,272	244,409	70,860
Taxes and Assessments	9,119,612	9,078,161	41,451	0.46%	9,919,032	799,420	8,356,530	8,691,495	7,732,947
<b>Total Revenues</b>	<b>10,787,503</b>	<b>10,554,552</b>	<b>232,951</b>	<b>2.21%</b>	<b>11,545,999</b>	<b>758,496</b>	<b>9,731,814</b>	<b>10,488,052</b>	<b>8,898,416</b>
<b>Operating Expenses</b>									
Legislation & Council	68,512	78,574	(10,062)	-12.81%	89,253	20,741	73,653	81,416	49,275
Town Manager	240,093	250,397	(10,304)	-4.12%	273,874	33,781	231,770	218,344	199,623
Administrative Services	336,142	351,547	(15,405)	-4.38%	394,981	58,839	325,437	324,155	298,721
Finance	761,377	782,170	(20,793)	-2.66%	856,263	94,886	774,918	722,943	701,273
Technical	345,116	366,364	(21,248)	-5.80%	429,516	84,400	308,875	170,064	154,722
Human Resources	296,628	322,480	(25,852)	-8.02%	356,675	60,047	325,899	264,993	263,337
Town Attorney	400,546	435,440	(34,894)	-8.01%	475,000	74,454	377,656	419,111	524,281
Communications and Business Development	488,321	450,535	37,786	8.39%	596,673	108,352	321,774	199,738	262,901
Municipal Court	26,604	27,938	(1,334)	-4.77%	32,541	5,937	25,843	25,686	24,025
Police Department	846,203	886,095	(39,892)	-4.50%	971,859	125,656	761,409	687,548	671,059
Community Services	48,171	49,021	(850)	-1.73%	54,529	6,358	47,224	44,287	40,724
Community Grants and Contributions	124,863	125,350	(487)	-0.39%	125,350	487	122,850	106,000	59,250
Roads and Bridges	1,001,254	1,047,111	(45,857)	-4.38%	1,129,614	128,360	959,589	988,830	978,360
Vehicle Maintenance	380,079	416,158	(36,079)	-8.67%	465,143	85,064	383,118	518,194	404,966
Municipal Bus	241,629	253,514	(11,885)	-4.69%	272,681	31,052	217,233	185,695	166,530
Employee Shuttle	45,425	76,725	(31,300)	-40.80%	88,032	42,607	58,672	41,886	38,723
Parks & Recreation	406,575	490,281	(83,706)	-17.07%	542,841	136,266	485,852	464,686	391,789
Plaza Services	1,155,446	1,196,139	(40,693)	-3.40%	1,332,738	177,292	1,094,984	971,569	1,063,142
Public Refuse Removal	58,336	56,525	1,811	3.20%	62,083	3,747	58,800	44,916	43,221
Building/Facility Maintenance	172,271	226,652	(54,381)	-23.99%	251,152	78,881	181,270	174,105	158,358
Building Division	236,958	305,633	(68,675)	-22.47%	466,614	229,656	291,366	339,851	374,827
Housing Division Office	19,305	18,519	786	4.24%	20,706	1,401	17,620	16,325	18,702
Planning and Zoning Division	307,418	347,910	(40,492)	-11.64%	394,167	86,749	447,210	331,397	379,036
Contingency	-	-	-	#DIV/0!	86,723	67,418	-	-	2,600
<b>Total Operating Expenses</b>	<b>8,007,272</b>	<b>8,561,078</b>	<b>(553,806)</b>	<b>-6.47%</b>	<b>9,769,008</b>	<b>1,742,431</b>	<b>7,893,022</b>	<b>7,341,739</b>	<b>7,269,445</b>
Surplus / Deficit	2,780,231	1,993,474	786,757	39.47%	1,776,991	(983,935)	1,838,792	3,146,313	1,628,971
Capital Outlay	235,185	235,000	185	0.08%	296,500	61,315	163,260	846,097	82,949
Surplus / Deficit	2,545,046	1,758,474	786,572	44.73%	1,480,491	(1,064,555)	1,675,532	2,300,216	1,546,022
<b>Other Sources and Uses</b>									
Sale of Assets	14,953	15,000	(47)	-0.31%	15,000	47	30,533	-	4,822
Transfer (To) From Affordable Housing	(478,734)	(403,028)	(75,706)	18.78%	(526,402)	(47,668)	(418,296)	(389,869)	(362,409)
Transfer (To) From Broadband	-	-	-	#DIV/0!	(648,805)	(648,805)	10,000	-	-
Transfer (To) From Child Development	(90,453)	(125,694)	35,241	-28.04%	(154,911)	42,328	(128,954)	(85,922)	(35,161)
Transfer (To) From Capital Projects	-	-	-	#DIV/0!	(17,970)	(32,659)	(11,247)	(264,669)	(355,658)
Transfer (To) From Debt Service	24,890	32,000	(7,110)	-22.22%	32,000	(551,636)	29,307	345,262	124,620
Transfer (To) From Overhead Allocation	583,636	577,393	6,243	1.08%	583,013	(623)	389,038	360,622	401,106
Transfer (To) From Parking Services	-	-	-	#DIV/0!	-	90,453	-	-	-
Transfer (To) From Conference Center	(197,239)	(197,304)	65	-0.03%	(215,833)	(215,833)	(202,543)	(199,089)	(196,206)
Transfer (To) From Tourism	14,689	28,800	(14,111)	-49.00%	34,924	10,033	38,190	31,743	15,594
Transfer (To) From Vehicle/Equipment	(105,767)	(106,000)	233	-0.22%	(216,081)	(110,314)	(304,901)	(557,914)	(511,844)
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(234,024)</b>	<b>(178,832)</b>	<b>(55,193)</b>	<b>30.86%</b>	<b>(1,115,065)</b>	<b>(1,464,677)</b>	<b>(568,874)</b>	<b>(759,836)</b>	<b>(915,136)</b>
Surplus / Deficit	\$ 2,311,022	\$ 1,579,642	\$ 731,379	46.30%	\$ 365,426	\$ (2,529,232)	\$ 1,106,658	\$ 1,540,380	\$ 630,886



2019						2018	2017	2016
Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
		(\$)	(%)					

<u>Beginning Fund Balance Components</u>	<u>Actual YTD</u>	<u>Annual Budget</u>
Emergency Reserve	\$ 3,419,153	\$ 3,419,153
Unreserved	8,536,843	6,824,168
<b>Beginning Fund Balance</b>	<b>\$ 11,955,996</b>	<b>\$ 10,243,321</b>
<u>YTD Ending Fund Balance Components</u>		
Emergency Reserve	\$ 3,419,153	\$ 3,419,153
Health Care Premium Savings Reserve	50,000	50,000
Facility Maint Reserve	155,000	155,000
Unreserved	10,642,865	6,984,594
<b>Ending Fund Balance</b>	<b>\$ 14,267,018</b>	<b>\$ 10,608,747</b>

#### Revenues

Taxes & Assessments - Property taxes are lagging budget \$8,700. This is due to abatements. Specific Ownership taxes are exceeding budget by \$8,400 and are \$6,200 more than prior year. Sales tax revenues are 3% over budget and 14.4% over prior year. Construction use tax is greater than prior year and under budget.

Licenses & Permits - Construction permits are under budget \$2,300, plumbing permits are under budget.

Intergovernmental - Intergovernmental revenues are ahead of budget in highway user taxes and severance tax revenues.

Charges for Services - DRB fees are over budget \$17,000, road impact fees are over budget \$27,000.

Fines & Forfeitures - Traffic fines are over budget but other miscellaneous police fines are under budget.

Investment Income - Interest is exceeding the annual budget and prior year primarily due to better rates and more cash available to invest.

Miscellaneous - Under budget in ice rink revenues and permitting credit card fees, but unbudgeted grants and insurance proceeds as well as van rider revenues offset the shortage.

Contributions - Reimbursements for the roof waiver program, defensible space, and gondola shuttle usage have been recorded.

#### Top Ten Budget Variances

##### Under Budget

Parks and Recreation - \$83,706 Wayfinding, ice rink expense, and trail materials are under budget.

Building Division - \$68,675 Savings in employee costs due to a vacancy.

Building/Facility Maintenance - \$54,381 Under budget in personnel costs and boiler repair.

Road & Bridge - \$45,857 Vehicle and bridges repair & maintenance are under budget.

Plaza Services - \$40,693 Savings in personnel expense and electricity.

Planning & Zoning - \$40,492 Savings in personnel costs and consulting.

Police - \$39,892 Savings in housing allowance and worker's compensation.

##### Over Budget

Communications and Business Development - \$37,786 Over budget in employee expense and web site development costs.

Trash Removal - \$1,811 Removal services are over budget and prior year.

Housing Division (Office) - \$786 Employee costs are over budget due to worker's compensation.

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

	2019						2018	2017	2016	
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual	
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD	
		(\$)	(%)							
<b>Tourism Fund</b>										
<b>Revenues</b>										
Business License Fees	\$ 318,498	\$ 313,429	\$ 5,069	2%	\$ 315,307	\$ (3,191)	\$ 311,685	\$ 314,640	\$ 289,496	
Lodging Taxes - Condos/Homes	944,987	941,116	3,871	0%	1,143,519	198,532	827,113	772,412	710,218	
Lodging Taxes - Hotels	820,899	825,342	(4,443)	-1%	938,956	118,057	733,242	661,587	618,418	
Lodging Taxes - Prior Year	5,311	5,500	(189)	-3%	5,500	189	6,751	692	824	
Penalties and Interest	8,489	9,625	(1,136)	-12%	10,500	2,011	22,388	14,120	11,723	
Restaurant Taxes	435,309	417,539	17,770	4%	473,400	38,091	389,008	368,713	352,899	
Restaurant Taxes - Prior Year	1,779	1,650	129	8%	1,800	21	394	-	85	
<b>Total Revenues</b>	<b>2,535,272</b>	<b>2,514,201</b>	<b>21,071</b>	<b>1%</b>	<b>2,888,982</b>	<b>353,710</b>	<b>2,290,581</b>	<b>2,132,164</b>	<b>1,983,663</b>	
<b>Tourism Funding</b>										
Additional Funding	46,719	32,093	14,626	46%	40,000	(6,719)	31,694	27,915	38,000	
Airline Guaranty Funding	1,296,233	1,279,065	17,168	1%	1,484,345	188,112	1,149,496	1,064,337	997,360	
MTI Funding	1,176,131	1,171,742	4,388	0%	1,327,214	151,083	1,068,701	1,005,934	930,209	
<b>Total Tourism Funding</b>	<b>2,519,083</b>	<b>2,482,901</b>	<b>36,182</b>	<b>99%</b>	<b>2,851,558</b>	<b>332,476</b>	<b>2,249,891</b>	<b>2,098,186</b>	<b>1,965,569</b>	
Surplus / Deficit	16,189	31,300	(15,111)	-48%	37,424	21,234	40,690	33,978	18,094	
<b>Administrative Fees</b>										
Audit Fees	1,500	2,500	(1,000)	-40%	2,500	1,000	2,500	2,235	2,500	
<b>Total Administrative Fees</b>	<b>1,500</b>	<b>2,500</b>	<b>(1,000)</b>	<b>-40%</b>	<b>2,500</b>	<b>1,000</b>	<b>2,500</b>	<b>2,235</b>	<b>2,500</b>	
Surplus / Deficit	14,689	28,800	(14,111)	-49%	34,924	20,234	38,190	31,743	15,594	
<b>Other Sources and Uses</b>										
Transfer (To) From Other Funds	(14,689)	(28,800)	14,111	-49%	(34,924)	(20,234)	(38,190)	(31,743)	(15,594)	
<b>Total Other Sources and Uses</b>	<b>(14,689)</b>	<b>(28,800)</b>	<b>14,111</b>	<b>-49%</b>	<b>(34,924)</b>	<b>(20,234)</b>	<b>(38,190)</b>	<b>(31,743)</b>	<b>(15,594)</b>	
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Parking Services Fund</b>									
<b>Revenues</b>									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ 5,113	\$ 9,545	\$ 8,348
Fines and Forfeits	45,065	43,018	2,047	5%	46,929	1,864	37,029	24,430	43,455
Gondola Parking Garage	86,739	77,738	9,001	12%	84,805	(1,934)	80,110	110,085	98,211
Heritage Parking Garage	219,630	223,049	(3,419)	-2%	243,326	23,696	179,081	175,399	122,358
Parking in Lieu Buyouts	-	-	-	#DIV/0!	-	-	-	80,000	-
Parking Meter Revenues	22,607	24,910	(2,303)	-9%	27,174	4,567	18,474	15,736	3,710
Parking Permits	9,380	10,867	(1,487)	-14%	11,855	2,475	12,280	9,398	11,300
Special Event Parking	135,833	106,000	29,833	28%	106,000	(29,833)	50,628	49,286	65,897
<b>Total Revenues</b>	<b>519,254</b>	<b>485,582</b>	<b>33,672</b>	<b>7%</b>	<b>520,089</b>	<b>835</b>	<b>382,715</b>	<b>473,879</b>	<b>353,279</b>
<b>Operating Expenses</b>									
Other Operating Expenses	90,316	104,238	(13,922)	-13%	104,769	14,453	15,772	52,867	5,519
Personnel Expenses	119,031	122,690	(3,659)	-3%	138,461	19,430	105,129	105,415	98,639
Gondola Parking Garage	46,025	58,577	(12,552)	-21%	70,084	24,059	40,219	72,801	30,872
Surface Lots	20,405	24,329	(3,924)	-16%	28,900	8,495	37,934	63,379	17,364
Heritage Parking Garage	68,910	81,550	(12,640)	-15%	92,680	23,770	72,130	86,642	60,941
Meadows Parking	1,016	-	1,016	#DIV/0!	-	(1,016)	1,000	1,000	15,454
<b>Total Operating Expenses</b>	<b>345,703</b>	<b>391,384</b>	<b>(45,681)</b>	<b>-12%</b>	<b>434,894</b>	<b>89,191</b>	<b>272,184</b>	<b>382,104</b>	<b>228,789</b>
Surplus / Deficit	173,551	94,198	79,353	84%	85,195	(88,356)	110,531	91,775	124,490
<b>Capital</b>									
Capital	94,266	95,000	(734)	-1%	104,800	10,534	5,615	4,800	4,800
Surplus / Deficit	79,285	(802)	80,087	-9986%	(19,605)	(98,890)	104,916	86,975	119,690
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(41,337)	(41,337)	-	0%	(42,374)	(1,037)	(22,818)	(21,840)	(27,038)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(41,337)</b>	<b>(41,337)</b>	<b>-</b>	<b>0%</b>	<b>(42,374)</b>	<b>(1,037)</b>	<b>(22,818)</b>	<b>(21,840)</b>	<b>(27,038)</b>
Surplus / Deficit	\$ 37,948	\$ (42,139)	\$ -	0%	\$ (61,979)	\$	\$ 82,098	\$ 65,135	\$ 92,652
<b>Beginning Fund Balance</b>	\$ 232,422	\$ 85,864	\$ 146,558						
<b>Ending Fund Balance</b>	\$ 270,370	\$ 43,725	\$ 226,645						

Parking revenues are over budget \$33,700. HPG revenues are slightly under budget 2% and over prior year 22%. Parking meter (surface lots) revenues are under budget 9% and over prior year 22%. GPG is over budget and prior year 12% and 8%. Parking fines are also ahead of budget 5%. Personnel costs and other (general parking) costs are under budget for wayfinding. GPG is under budget in supplies and general maintenance. Surface lots is under budget in maintenance. HPG has budget savings in tech support, general maintenance, and shared costs. The year to date transfer to the General Fund is \$41,337, which is the overhead allocation.



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

	2019					2018	2017	2016	
Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
		(\$)	(%)						
<b>Gondola Fund</b>									
<b>Revenues</b>									
Event Operations Funding	\$ 6,262	\$ -	\$ 6,262	#DIV/0!	\$ -	\$ (6,262)	\$ 2,667	\$ 5,577	\$ 5,381
Event Operations Funding - TOT	-	-	-	#DIV/0!	36,000	36,000	36,000	36,000	36,000
Operations Grant Funding	141,241	141,240	1	0.00%	141,240	(1)	126,686	119,052	122,995
Capital/MR&R Grant Funding	580,770	580,770	-	0.00%	690,800	110,030	473,063	88,000	531,189
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	3,658
Miscellaneous Revenues	204	-	204	#DIV/0!	-	(204)	7,164	241	3,658
Sale of Assets	-	-	-	#DIV/0!	-	-	-	1,672	3,350
TMVOA Operating Contributions	3,029,746	3,224,098	(194,352)	-6.03%	3,758,574	728,828	3,019,411	2,803,649	2,760,890
TMVOA Capital/MR&R Contributions	522,896	522,696	200	0.04%	596,200	73,304	1,331,735	1,440,572	1,251,026
TSG 1% Lift Sales	183,520	161,461	22,059	13.66%	200,000	16,480	155,406	163,196	152,913
<b>Total Revenues</b>	<b>4,464,639</b>	<b>4,630,265</b>	<b>(165,626)</b>	<b>-3.58%</b>	<b>5,422,814</b>	<b>958,175</b>	<b>5,152,132</b>	<b>4,657,959</b>	<b>4,871,060</b>
<b>Operating Expenses</b>									
Overhead Allocation Transfer	37,628	50,417	(12,789)	-25.37%	55,000	17,372	52,011	39,786	39,740
MAARS	62,168	66,260	(4,092)	-6.18%	76,246	14,078	59,212	58,794	53,572
Chondola	131,454	141,657	(10,203)	-7.20%	198,985	67,531	203,174	287,878	251,909
Grant Success Fees	27,001	27,001	-	0.00%	27,001	-	-	-	-
Operations	1,571,971	1,624,211	(52,240)	-3.22%	1,868,255	296,284	1,510,569	1,408,680	1,388,225
Maintenance	1,129,692	1,205,018	(75,326)	-6.25%	1,340,912	211,220	1,170,576	980,767	996,794
FGOA	401,059	412,235	(11,176)	-2.71%	450,556	49,497	351,792	353,482	358,605
Major Repairs and Replacements	1,068,979	1,080,466	(11,487)	-1.06%	1,259,000	190,021	1,663,020	289,484	701,236
Contingency	-	-	-	#DIV/0!	118,859	118,859	-	-	-
<b>Total Operating Expenses</b>	<b>4,429,952</b>	<b>4,607,265</b>	<b>(177,313)</b>	<b>-3.85%</b>	<b>5,394,814</b>	<b>964,862</b>	<b>5,010,354</b>	<b>3,418,871</b>	<b>3,790,081</b>
Surplus / Deficit	34,687	23,000	11,687	0.27%	28,000	(6,687)	141,778	1,239,088	1,080,979
<b>Capital</b>									
Capital Outlay	34,687	23,000	11,687	50.81%	28,000	(6,687)	141,778	1,239,088	1,080,979
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

The gondola fund is \$177,313 under budgeted operating expenditures.

MARRS is under budget with savings in employee costs. Chondola expenses are under budget due mainly to maintenance wages, Telski labor, and utilities. Gondola operations is under budget in admin charges and group insurance. Maintenance is under budget with savings in employee costs, and parts & supplies. FGOA costs are over budget in janitorial and communications but under budget in electricity. Capital and MR&R expenditures are for the fiber optics control system, a vehicle, cabin refurb, gondola cabins, wayfinding, and station upgrades.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Child Development Fund</b>									
<b>Revenues</b>									
Daycare Fees	\$ 242,498	\$ 238,918	3,580	1.50%	\$ 260,396	\$ 17,898	\$ 238,745	\$ 250,306	\$ 258,848
Fundraising Revenues - Daycare	265	11,000	(10,735)	-97.59%	12,000	11,735	4,650	6,148	14,467
Fundraising Revenues - Preschool	650	1,942	(1,292)	-0.77%	5,000	(173,456)	2,000	3,075	2,880
Regional Childcare Tax	27,260	27,260	-	0.00%	27,260	(491,665)	-	-	-
Grant Revenues - Daycare	44,363	39,250	5,113	13.03%	39,250	(5,113)	34,005	25,650	27,414
Grant Revenues - Preschool	25,433	30,000	(4,567)	-15.22%	30,000	4,567	32,700	13,000	11,608
Preschool Fees	178,456	167,004	11,452	6.86%	182,167	181,517	161,708	149,167	162,200
<b>Total Revenues</b>	<b>518,925</b>	<b>515,374</b>	<b>3,551</b>	<b>0.69%</b>	<b>556,073</b>	<b>(454,517)</b>	<b>473,808</b>	<b>447,346</b>	<b>477,417</b>
<b>Operating Expenses</b>									
Daycare Other Expense	83,136	83,913	(777)	-0.93%	91,010	7,874	59,795	65,841	64,662
Daycare Personnel Expense	323,623	344,282	(20,659)	-6.00%	381,843	58,220	343,981	296,045	287,521
Preschool Other Expense	51,474	54,677	(3,203)	-5.86%	60,264	8,790	52,198	34,711	31,622
Preschool Personnel Expense	151,145	158,196	(7,051)	-4.46%	177,867	26,722	146,788	136,671	128,773
<b>Total Operating Expenses</b>	<b>609,378</b>	<b>641,068</b>	<b>(31,690)</b>	<b>-4.94%</b>	<b>710,984</b>	<b>101,606</b>	<b>602,762</b>	<b>533,268</b>	<b>512,578</b>
Surplus / Deficit	(90,453)	(125,694)	35,241	-28.04%	(154,911)		(128,954)	(85,922)	(35,161)
<b>Other Sources and Uses</b>									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	90,453	125,694	35,241	28.04%	154,911	64,458	128,954	85,922	35,161
<b>Total Other Sources and Uses</b>	<b>90,453</b>	<b>125,694</b>	<b>35,241</b>	<b>28.04%</b>	<b>154,911</b>	<b>64,458</b>	<b>128,954</b>	<b>85,922</b>	<b>35,161</b>
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Child Development revenues are \$3,500 over budget or .69%. Daycare and preschool fees are over budget and the regional childcare tax credit helps offset staff costs for the preschool and infant room. Operating expenses are \$31,700 under budget due primarily to personnel costs. Grant funds were received for the playground. The program has required \$90,453 in funding from the General Fund in 2019 through this period. This compares to the year to date budget of \$125,694 for support and prior year support of \$128,954.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Water &amp; Sewer Fund</b>									
<b>Revenues</b>									
Mountain Village Water and Sewer	\$ 2,596,947	\$ 2,440,338	\$ 156,609	6.42%	\$ 2,689,927	\$ 92,980	\$ 2,492,262	\$ 2,298,618	\$ 1,995,646
Other Revenues	9,399	12,509	(3,110)	-24.86%	13,450	4,051	8,030	10,425	9,235
Ski Ranches Water	177,982	175,086	2,896	1.65%	190,273	12,291	144,864	143,819	127,688
Skyfield Water	32,433	26,769	5,664	21.16%	28,715	(3,718)	25,906	27,693	24,717
<b>Total Revenues</b>	<b>2,816,761</b>	<b>2,654,702</b>	<b>162,059</b>	<b>6.10%</b>	<b>2,922,365</b>	<b>105,604</b>	<b>2,671,062</b>	<b>2,480,555</b>	<b>2,157,286</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	441,933	497,770	(55,837)	-11.22%	561,137	119,204	475,835	420,665	393,516
Mountain Village Water	842,512	872,604	(30,092)	-3.45%	1,007,075	164,563	916,086	775,856	726,723
Ski Ranches Water	24,983	34,428	(9,445)	-27.43%	41,142	16,159	20,283	57,634	14,206
Contingency	-	-	-	#DIV/0!	32,187	32,187	-	-	-
<b>Total Operating Expenses</b>	<b>1,309,428</b>	<b>1,404,802</b>	<b>(95,374)</b>	<b>-6.79%</b>	<b>1,641,541</b>	<b>332,113</b>	<b>1,412,204</b>	<b>1,254,155</b>	<b>1,134,445</b>
Surplus / Deficit	1,507,333	1,249,900	257,433	20.60%	1,280,824		1,258,858	1,226,400	1,022,841
<b>Capital</b>									
Capital Outlay	748,579	752,441	(3,862)	-0.51%	842,910	94,331	562,700	321,245	293,044
Surplus / Deficit	758,754	497,459	261,295	52.53%	437,914		696,158	905,155	729,797
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(170,976)	(159,945)	11,031	-6.90%	(159,945)	11,031	(114,305)	(108,453)	(121,904)
Mountain Village Tap Fees	112,829	100,000	12,829	12.83%	100,000	(12,829)	113,108	255,316	42,652
Grants	-	-	-	#DIV/0!	-	-	-	-	-
Ski Ranches Tap Fees	6,000	5,000	1,000	20.00%	5,000	(1,000)	-	21,232	-
Skyfield Tap Fees	-	-	-	#DIV/0!	2,000	2,000	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	352	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(52,147)</b>	<b>(54,945)</b>	<b>24,860</b>	<b>-45.25%</b>	<b>(52,945)</b>	<b>(798)</b>	<b>(1,197)</b>	<b>168,447</b>	<b>(79,252)</b>
Surplus / Deficit	\$ 706,607	\$ 442,514	\$ 264,093	59.68%	\$ 384,969		\$ 694,961	\$ 1,073,602	\$ 650,545
<b>Beginning (Available) Fund Balance</b>	\$ 4,471,994	\$ 3,875,233	\$ 596,761						
<b>Ending (Available) Fund Balance</b>	\$ 5,178,601	\$ 4,317,747	\$ 860,854						

Snowmaking water is running ahead of budget \$40,000. Excess and irrigation water fees are over budget \$82,000, base fees are over budget \$34,500. Skyfield and Ski Ranch are over budget in excess and base fees. Other revenues are under in inspection fees and maintenance fees. Sewer expenditures are under budget by 11.2%, primarily for (TOT) regional sewer charges. MV water is under budget mainly in personnel costs due to vacancies, supplies, and legal costs. Ski Ranch operations is under budget in repair & maintenance and employee costs. Capital costs were for Ski Ranches capital, YBR well, regional sewer, a replacement pump, and a leak detection system.



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

	2019				2018	2017	2016		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Broadband Fund</b>									
<b>Revenues</b>									
Cable User Fees	\$ 911,813	\$ 931,379	\$ (19,566)	-2.10%	\$ 1,012,672	\$ 100,859	\$ 878,026	\$ 818,811	\$ 787,369
Internet User Fees	1,017,244	872,272	144,972	16.62%	953,279	(63,965)	951,173	870,834	792,300
Other Revenues	42,846	53,875	(11,029)	-20.47%	68,640	31,100	51,041	53,492	44,302
Phone Service Fees	37,540	38,562	(1,022)	-2.65%	42,000	(846)	39,180	34,408	34,270
<b>Total Revenues</b>	<b>2,009,443</b>	<b>1,896,088</b>	<b>113,355</b>	<b>5.98%</b>	<b>2,076,591</b>	<b>67,148</b>	<b>1,919,420</b>	<b>1,777,545</b>	<b>1,658,241</b>
<b>Operating Expenses</b>									
Cable Direct Costs	769,959	806,624	(36,665)	-4.55%	874,963	105,004	746,798	729,821	721,318
Phone Service Costs	20,549	23,783	(3,234)	-13.60%	26,000	5,451	22,436	22,276	22,919
Internet Direct Costs	214,152	195,899	18,253	9.32%	211,116	(3,036)	187,811	197,500	212,432
Cable Operations	530,244	573,424	(43,180)	-7.53%	624,844	94,600	561,060	491,606	472,436
Contingency	-	-	-	#DIV/0!	3,000	3,000	2,313	55	-
<b>Total Operating Expenses</b>	<b>1,534,904</b>	<b>1,599,730</b>	<b>(64,826)</b>	<b>-4.05%</b>	<b>1,739,923</b>	<b>205,019</b>	<b>1,520,418</b>	<b>1,441,258</b>	<b>1,429,105</b>
Surplus / Deficit	474,539	296,358	178,181	60.12%	336,668		399,002	336,287	229,136
<b>Capital</b>									
Capital Outlay	914,355	1,024,417	(110,062)	-10.74%	1,066,800	152,445	162,460	131,574	48,649
Surplus / Deficit	(439,816)	(728,059)	288,243	-39.59%	(730,132)		236,542	204,713	180,487
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer from General Fund	-	-	-	#DIV/0!	658,805	658,805	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	(10,000)	(10,000)	(10,000)	-	-
Overhead Allocation Transfer	(170,736)	(169,531)	(1,205)	0.71%	(169,531)	1,205	(117,943)	(106,421)	(116,973)
<b>Total Other Sources and Uses</b>	<b>(170,736)</b>	<b>(169,531)</b>	<b>(1,205)</b>	<b>0.71%</b>	<b>479,274</b>	<b>650,010</b>	<b>(127,943)</b>	<b>(106,421)</b>	<b>(116,973)</b>
Surplus / Deficit	\$ (610,552)	\$ (897,590)	\$ 287,038	-31.98%	\$ (250,858)		\$ 108,599	\$ 98,292	\$ 63,514
<b>Beginning (Available) Fund Balance</b>	\$ 38,941	\$ -	\$ 38,941						
<b>Ending (Available) Fund Balance</b>	\$ (571,611)	\$ (897,590)	\$ 325,979						

Cable user revenues continue to be under budget but over prior year. The prior year variance is mainly due to increased rates. Internet revenues are over budget and prior year 16.6% and 6%. Other revenues are under budget 20.4% due primarily to equipment rental and labor revenues. Direct costs for cable are under budget but over prior year due to increasing programming costs but lower subscriber numbers. Internet costs are over budget due to a reciprocal agreement for traded services. Phone service revenues are under budget by 2.65%, while phone service expenses are under budget by 13.6%. Broadband operating expenses are under budget in repair & maintenance, marketing and travel and training. Capital expenses are for system upgrades.

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

	2019				Annual Budget	Budget Balance	2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Telluride Conference Center Fund</b>									
<b>Revenues</b>									
Beverage Revenues	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Facility Rental	-	-	-	#DIV/0!	-	-	-	-	-
Operating/Other Revenues	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	#DIV/0!	-	-	-	-	-
<b>Operating Expenses</b>									
General Operations	-	-	-	#DIV/0!	5,000	5,000	2,017	5,058	-
Administration	90,768	90,833	(65)	-0.07%	90,833	65	87,796	88,467	82,422
Marketing	100,000	100,000	-	0.00%	100,000	-	100,000	100,000	100,000
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	190,768	190,833	(65)	-0.03%	195,833	5,065	189,813	193,525	182,422
Surplus / Deficit	(190,768)	(190,833)	65	-0.03%	(195,833)		(189,813)	(193,525)	(182,422)
Capital Outlay/ Major R&R	6,471	6,471	-	0.00%	20,000	13,529	12,730	5,564	13,784
Surplus / Deficit	(197,239)	(197,304)	65	-0.03%	(215,833)		(202,543)	(199,089)	(196,206)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	197,239	197,304	(65)	-0.03%	215,833	18,594	202,543	199,089	196,206
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	197,239	197,304	(65)	74.00%	215,833	18,594	202,543	199,089	196,206
Surplus / Deficit	\$ -	\$ -	\$ 0	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses for the year are HOA dues, contracted marketing \$'s, and HVAC repairs.

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

	2019				Annual Budget	Budget Balance	2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Affordable Housing Development Fund</b>									
<b>Revenues</b>									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	30,752	30,680	72	0.23%	33,469	2,717	12,010	12,125	12,095
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Revenues</b>	<b>30,752</b>	<b>30,680</b>	<b>72</b>	<b>0.23%</b>	<b>33,469</b>	<b>2,717</b>	<b>12,010</b>	<b>12,125</b>	<b>12,095</b>
<b>Operating Expenses</b>									
Community Garden	487	563	(76)	-13.49%	750	263	-	-	-
Property Purchase Expenses	-	-	-	#DIV/0!	-	-	-	-	-
Leased Properties	18,929	18,929	-	0.00%	20,729	1,800	-	-	-
HA Consultant	-	-	-	#DIV/0!	-	-	-	4,900	-
RHA Funding	92,625	92,625	-	0.00%	92,625	-	107,668	87,776	88,500
Town Owned Properties	14,261	12,801	1,460	11.40%	10,769	(3,492)	19,627	11,621	9,928
Density bank	14,580	11,013	3,567	32.39%	14,580	-	8,856	8,856	8,856
<b>Total Operating Expenses</b>	<b>140,881</b>	<b>135,930</b>	<b>4,951</b>	<b>3.64%</b>	<b>139,453</b>	<b>(1,428)</b>	<b>136,151</b>	<b>113,153</b>	<b>107,284</b>
Surplus / Deficit	(110,130)	(105,250)	4,879	-4.64%	(105,984)	4,146	(124,141)	(101,028)	(95,189)
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	(60,000)	(60,000)	-	0.00%	(54,489)	-	(30,000)	-	-
Gain or Loss on Sale of Assets	(5,486)	-	(5,486)	#DIV/0!	-	-	(4,785)	-	-
Transfer (To) From General Fund - Sales Tax	478,734	403,028	75,706	18.78%	547,108	68,374	418,296	389,869	362,409
Transfer (To) From VCA (1)	-	-	-	#DIV/0!	(95,337)	(95,337)	-	-	-
Transfer (To) From General Fund Housing Office	-	-	-	#DIV/0!	(20,706)	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>413,248</b>	<b>343,028</b>	<b>70,220</b>	<b>20.47%</b>	<b>376,576</b>	<b>(26,963)</b>	<b>383,512</b>	<b>389,869</b>	<b>362,409</b>
Surplus / Deficit	\$ 303,118	\$ 237,778	\$ (65,340)	-27.48%	\$ 270,592	\$ (22,817)	\$ 259,371	\$ 288,841	\$ 267,220
<b>Beginning Fund Equity Balance</b>	\$ 1,820,664	\$ 1,816,107	\$ 4,557						
<b>Ending Equity Fund Balance</b>	\$ 2,123,782	\$ 2,053,885	\$ 69,897						

1. For the VCA phase 4 expansion.

Expenses consist of HOA dues, which were increased by 25%, RHA contribution, lease payments for a rental unit, maintenance and utilities on town owned properties. There was a loss recorded on the purchase and resale of 2 deed restricted units.



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

	2019				Annual Budget	Budget Balance	2018	2017	2016
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)			Actual	Actual	Actual
<b>Village Court Apartments</b>									
<b>Operating Revenues</b>									
Rental Income	\$ 2,093,471	\$ 2,097,616	\$ (4,146)	0%	\$ 2,288,308	\$ 194,838	\$ 2,071,427	\$ 2,056,267	\$ 2,084,713
Other Operating Income	112,159	91,603	20,556	22%	98,650	(13,509)	112,485	85,927	53,051
Less: Allowance for Bad Debt	-	-	-	#DIV/0!	-	-	-	-	(1,917)
<b>Total Operating Revenue</b>	<b>2,205,629</b>	<b>2,189,219</b>	<b>16,410</b>	<b>1%</b>	<b>2,386,958</b>	<b>181,329</b>	<b>2,183,912</b>	<b>2,142,194</b>	<b>2,135,847</b>
<b>Operating Expenses</b>									
Office Operations	175,236	183,420	8,184	4%	211,172	35,936	170,664	151,949	121,332
General and Administrative	106,091	121,268	15,177	13%	131,450	25,359	104,324	126,430	96,987
Utilities	340,718	382,281	41,563	11%	419,008	78,290	341,413	339,248	325,227
Repair and Maintenance	371,461	425,714	54,253	13%	523,933	152,472	350,907	349,559	329,671
Major Repairs and Replacement	244,895	249,902	5,007	2%	301,300	56,405	298,620	156,867	163,009
Contingency	-	-	-	0%	15,869	15,869	-	-	9,338
<b>Total Operating Expenses</b>	<b>1,238,401</b>	<b>1,362,585</b>	<b>124,184</b>	<b>9%</b>	<b>1,602,732</b>	<b>364,331</b>	<b>1,265,928</b>	<b>1,124,053</b>	<b>1,045,564</b>
<b>Surplus / (Deficit) After Operations</b>	<b>967,228</b>	<b>826,634</b>	<b>140,594</b>	<b>17%</b>	<b>784,226</b>		<b>917,984</b>	<b>1,018,141</b>	<b>1,090,283</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(7,411)	(3,208)	4,203	131%	(3,500)	3,911	(4,718)	(1,054)	(49)
Debt Service, Interest	286,675	384,884	98,209	26%	381,884	95,209	394,539	406,401	419,847
Debt Service, Fees	1,925	-	(1,925)	#DIV/0!	-	(1,925)	1,925	357,073	-
Debt Service, Principal	-	-	-	#DIV/0!	406,393	406,393	393,738	1,750	367,621
<b>Total Non-Operating (Income) / Expense</b>	<b>281,189</b>	<b>381,676</b>	<b>100,487</b>	<b>26%</b>	<b>784,777</b>	<b>503,588</b>	<b>785,484</b>	<b>764,170</b>	<b>787,419</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>686,039</b>	<b>444,958</b>	<b>241,081</b>	<b>54%</b>	<b>(551)</b>		<b>132,500</b>	<b>253,972</b>	<b>302,864</b>
Capital Spending	392,849	392,860	11	0%	400,000	7,151	364,120	3,671	5,496
<b>Surplus / (Deficit)</b>	<b>293,190</b>	<b>52,098</b>	<b>241,092</b>	<b>463%</b>	<b>(400,551)</b>		<b>(231,620)</b>	<b>250,301</b>	<b>297,368</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(162,959)	(156,163)	(6,796)	0%	(156,163)	(156,163)	(81,961)	(84,122)	(95,451)
New Loan Proceeds	-	-	-	100%	-	-	-	-	-
Sale of Assets	-	-	-	0%	-	-	-	2,068	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	95,337	258,296	-	-	-
<b>Total Other Sources / (Uses)</b>	<b>(162,959)</b>	<b>(156,163)</b>	<b>(6,796)</b>	<b>0%</b>	<b>(60,826)</b>	<b>258,296</b>	<b>(81,961)</b>	<b>(82,054)</b>	<b>(95,451)</b>
<b>Surplus / (Deficit)</b>	<b>130,231</b>	<b>(104,065)</b>	<b>234,296</b>	<b>-225%</b>	<b>(461,377)</b>		<b>(313,581)</b>	<b>168,246</b>	<b>201,917</b>

Rent revenues are under budget by less than 1% and are 1% over the previous year. Other revenues are over budget 56% due mostly to interest income and carpet cleaning revenues. Office operations are under budget 4%. Worker's compensation and telephone are under budget. General and administrative is under budget 13% due mainly to legal fees and credit card charges. Utilities are 11% under budget and on track with last year. Maintenance is under budget 13% caused by employee vacancies. MR&R is tracking on budget. Expenses include carpet replacement, vinyl replacement, appliances, light replacement, and the bobcat lease. Capital expenditures are for the expansion project for soft costs.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Debt Service Fund</b>									
<b>Revenues</b>									
Abatements	\$ (3,338)	\$ -	\$ (3,338)	#DIV/0!	\$ -	\$ 3,338	\$ (53,221)	\$ (68,358)	\$ (543)
Contributions	203,200	203,200	-	0.00%	203,200	-	201,650	204,515	207,975
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	554,069	555,545	(1,476)	-0.27%	555,545	1,476	551,407	3,482,706	3,439,290
Reserve/Capital/Liquidity Interest	4,910	2,000	2,910	145.50%	2,000	(2,910)	5,001	3,947	1,150
Specific Ownership Taxes	24,890	32,000	(7,110)	-22.22%	32,000	7,110	29,307	137,823	124,620
<b>Total Revenues</b>	<b>783,731</b>	<b>792,745</b>	<b>(9,014)</b>	<b>140.00%</b>	<b>792,745</b>	<b>9,014</b>	<b>734,143</b>	<b>3,760,633</b>	<b>3,772,492</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	83,200	83,200	-	69.33%	83,200	-	86,650	89,515	92,975
2001/2011 Bond Issue - Principal	120,000	120,000	-	#DIV/0!	120,000	-	115,000	115,000	115,000
<b>2005 Bonds - Telluride Conference Center - (refunding portion)</b>									
2005 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	34,000	66,250
2005 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	680,000	645,000
<b>2006/2014 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	250,725	250,725	-	87.97%	250,725	-	256,225	267,180	276,425
2014 Bond Issue - Principal	285,000	285,000	-	#DIV/0!	285,000	-	275,000	505,000	15,000
<b>2007 Bonds - Water/Sewer (refunding 1997)</b>									
2007 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	89,513	174,825
2007 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	1,705,000	1,625,000
<b>2009 Bonds - Telluride Conference Center (refunding 1998 bonds)</b>									
2009 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	12,400	24,200
2009 Bond Issue - Principal	-	-	-	0.00%	-	-	-	310,000	295,000
<b>Total Debt Service</b>	<b>738,925</b>	<b>738,925</b>	<b>-</b>	<b>0.00%</b>	<b>738,925</b>	<b>-</b>	<b>732,875</b>	<b>3,807,608</b>	<b>3,329,675</b>
Surplus / (Deficit)	44,806	53,820	(9,014)	-16.75%	53,820	-	1,268	(46,975)	442,817
<b>Operating Expenses</b>									
Administrative Fees	2,236	3,158	(922)	-29.20%	16,980	14,744	3,158	1,900	11,661
County Treasurer Collection Fees	16,564	16,980	(416)	-2.45%	3,158	(13,406)	14,995	102,762	103,442
<b>Total Operating Expenses</b>	<b>18,800</b>	<b>20,138</b>	<b>(1,338)</b>	<b>-6.64%</b>	<b>20,138</b>	<b>1,338</b>	<b>18,153</b>	<b>104,662</b>	<b>115,102</b>
Surplus / (Deficit)	26,005	33,682	(7,677)	-22.79%	33,682	-	(16,884)	(151,637)	327,714
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(24,890)	(32,000)	7,110	-22.22%	(32,000)	(7,110)	(29,307)	(137,823)	(124,620)
Transfer (To) From Other Funds (1)	-	-	-	#DIV/0!	-	-	-	(207,439)	-
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(24,890)</b>	<b>(32,000)</b>	<b>7,110</b>	<b>-22.22%</b>	<b>(32,000)</b>	<b>(7,110)</b>	<b>(29,307)</b>	<b>(345,262)</b>	<b>(124,620)</b>
Surplus / (Deficit)	\$ 1,115	\$ 1,682	\$ (567)	-33.70%	\$ 1,682	\$ -	\$ (46,191)	\$ (496,899)	\$ 203,095
<b>Beginning Fund Balance</b>	<b>\$ 404,087</b>	<b>\$ 450,633</b>	<b>\$ (46,546)</b>						
<b>Ending Fund Balance</b>	<b>\$ 405,202</b>	<b>\$ 452,315</b>	<b>\$ (47,113)</b>						

# Memo

To: Mayor and Town Council

From: James Mahoney

Date: January 9, 2020

Re: Consideration of a Second Amendment to the Amended and Restated Intergovernmental Agreement for the Construction and Ownership of a Joint Service Facility Between Mountain Village and Fire District and Consideration of the Associated Real Estate Contract for the Sale of the Third Floor to the Fire District

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We are still working out the details surrounding this transaction with the Telluride Fire Department on the transfer of the third floor which isn't scheduled to actually occur until September 20, 2020. Once those details are worked out we will re—agendize this item for Town Council consideration once we have more information. No motion is necessary since this is not being continued to a date certain.





**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT  
PLANNING DIVISION**

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

---

**TO:** Town Council  
**FROM:** Sam Starr, AICP  
**FOR:** Town Council Hearing on January 16, 2020  
**DATE:** January 7, 2020  
**RE:** Consideration of a Resolution Regarding a Minor Subdivision on Lot 601, Knoll Estates, to remove existing town earthwork easements on the property

---

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 601, The Knoll Estates Condominiums, in accordance with the condominium map recorded on September 26, 1989 in Plat Book 1, Pg. 934-935.

**Address:** N/A  
**Applicant/Agent:** Stephanie Fanos  
**Owner:** Knoll Estates HOA  
**Zoning:** Multi-Family  
**Existing Use:** Condominiums  
**Proposed Use:** Condominiums  
**Lot Area:** 8.86 Acres  
**Adjacent Land Uses:**

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

**ATTACHMENTS**

- EXHIBIT A: Original 1989 Plat
- EXHIBIT B: Resolution



Figure 1: Location Map of Lot 601, Knoll Estates

## **BACKGROUND**

Stephanie L. Fanos, representing the Knoll Estates Condominium Homeowners Association is proposing to vacate the existing earthwork easements shown on Exhibit A, recorded under reception number 261256. The earthwork easements date back to September 26, 1989 when Lot 601 was officially platted. The earthwork easements were placed on the property to address the placement of utilities and construction of Fairway Drive, Eagle Drive, and Knoll Estates Drive, which provide access to the Knoll Estates Condominiums. The activities associated with the earthwork easements include, but are not limited to: re-grading, cut and fill, dirt placement, snow management and slope maintenance.

The earthwork easements are the only easements to be removed; all other utility easements will remain in place on this property. If approved, the HOA will also bring a companion condominium map amendment through town review that reflect removal of the earthwork easements.

## **REFERRAL COMMENT**

Director Finn Kjome stated that the Public Works Department has no issues with the removal of the earthwork easements, and that no further town-initiated projects or snow removal efforts will be impacted by the removal of these easements.

## **CRITERIA FOR DECISION**

**Minor Subdivisions.** The following criteria shall be met for the review authority to approve a lot line vacation, lot line adjustment, easement vacation or similar subdivision:

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

## **ANALYSIS**

Removal of the earthwork easements will unencumber portions of both HOA general common element areas and limited common lot areas and have no other impacts. Staff finds that the subdivision meets all applicable Town regulations and standards and recommends Town Council approve the resolution regarding a Minor Subdivision on Lot 601, Knoll Estates, to remove the existing town earthwork easements on the property.

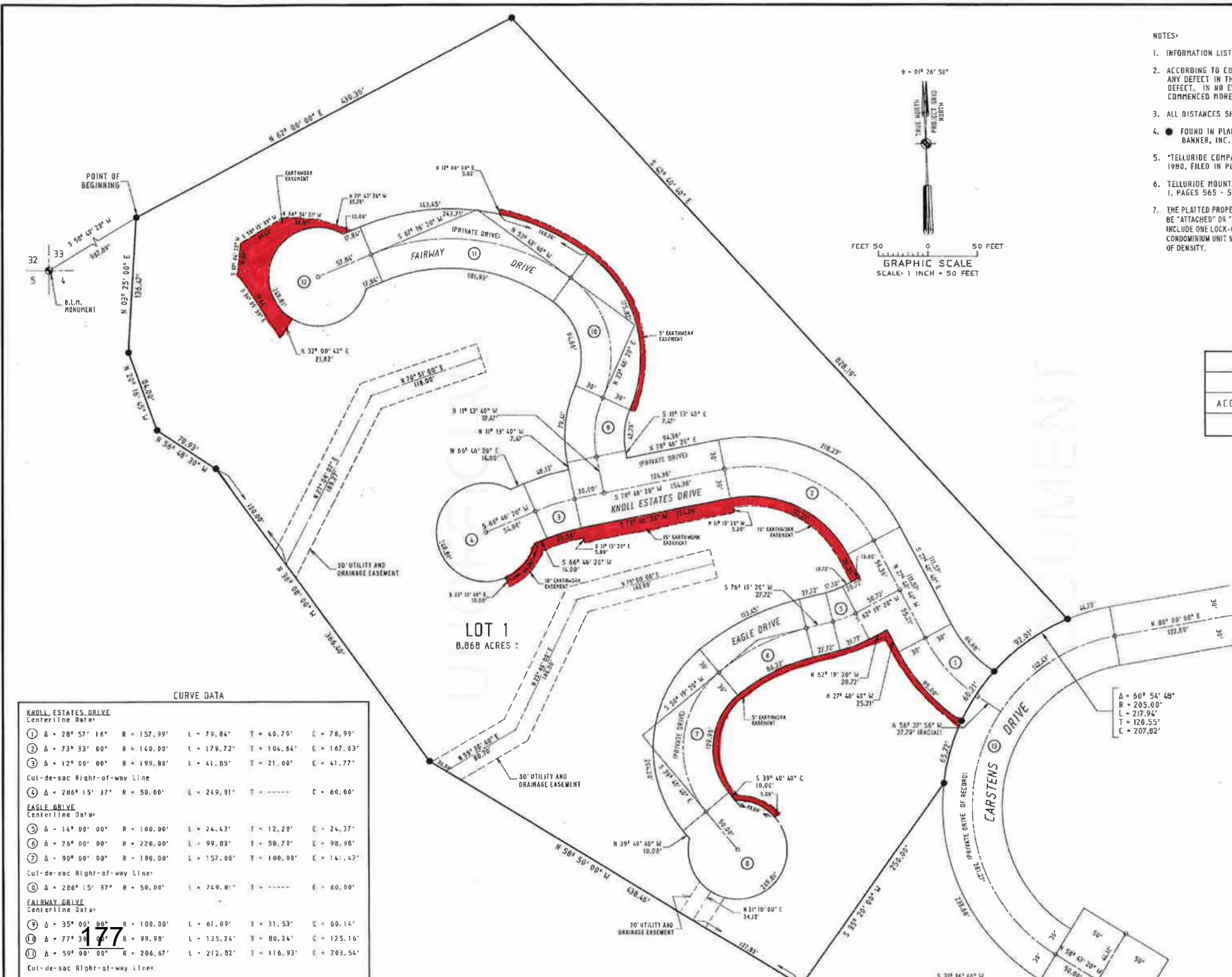
**STAFF RECOMMENDATION**

Staff recommends the Town Council approve the minor subdivision for the vacation of the town owned earthwork easements on Lot 601, Knoll Estates, with the following motion:

*“I move to approve a resolution approving a Minor Subdivision to vacate Earthwork Easements on Lot 601, with the findings contained within the Staff Report of record dated January 7<sup>th</sup>, 2020, and with the following conditions:*

- 1) The Applicant will work with Staff to complete the required Resolution and legal instrument that will recognize removal of the earthwork easements.*
- 2) The applicant will pay all necessary fees to record legal documents with the San Miguel County Clerk and Records office within six months of approval.*
- 3) Staff and legal have the authority to provide ministerial and conforming comments on any legal instruments prior to recordation.”*





- NOTES:
1. INFORMATION LISTED WITHIN ROAD RIGHTS-OF-WAY REFERS TO CENTERLINE
  2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
  3. ALL DISTANCES SHOWN ALONG CURVED RIGHTS-OF-WAY ARE ARC LENGTHS.
  4. FOUND IN PLACE, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINIUM CAP MARKED BANNER, INC. 20632
  5. "TELLURIDE COMPANY BOUNDARY MAP" DONE BY MAHNKE SURVEYING, DATED OCTOBER OF 1980, FILED IN PLAT FILE NO. 2, COUNTY OF SAN MIGUEL, STATE OF COLORADO.
  6. TELLURIDE MOUNTAIN VILLAGE, FILING 6, PHASE 2, IS RECORDED IN PLAT BOOK NO. 1, PAGES 565 - 571, COUNTY OF SAN MIGUEL, STATE OF COLORADO.
  7. THE PLATTED PROPERTY HAS BEEN ZONED FOR 40 CONDOMINIUM UNITS, WHICH UNITS MAY BE "ATTACHED" OR "DETACHED" CONDOMINIUM UNITS. EACH DETACHED CONDOMINIUM UNIT MAY INCLUDE ONE LOCK-OFF UNIT AT NO ADDITIONAL ALLOCATION OF DENSITY. EACH ATTACHED CONDOMINIUM UNIT MAY INCLUDE UP TO TWO LOCK-OFF UNITS AT NO ADDITIONAL ALLOCATION OF DENSITY.

AREA TABLE	
LOT 1	8.868 ACRES :
ACCESS ROADS	2.378 ACRES :
TOTAL	11.246 ACRES :

CURVE DATA

KNOLL ESTATES DRIVE Centerline Data:				
①	Δ = 28° 57' 16"	R = 157.99'	L = 79.84'	T = 40.79'
②	Δ = 73° 33' 00"	R = 140.00'	L = 179.72'	T = 104.64'
③	Δ = 12° 00' 00"	R = 199.80'	L = 41.85'	T = 21.00'
Cul-de-sac Right-of-way Line				
④	Δ = 286° 15' 37"	R = 50.00'	L = 249.81'	T = 60.00'
EAGLE DRIVE Centerline Data:				
⑤	Δ = 14° 00' 00"	R = 100.00'	L = 24.43'	T = 12.28'
⑥	Δ = 26° 00' 00"	R = 220.00'	L = 99.83'	T = 50.79'
⑦	Δ = 90° 00' 00"	R = 100.00'	L = 157.08'	T = 100.00'
Cul-de-sac Right-of-way Line:				
⑧	Δ = 286° 15' 37"	R = 50.00'	L = 249.81'	T = 60.00'
FAIRWAY DRIVE Centerline Data:				
⑨	Δ = 35° 00' 00"	R = 100.00'	L = 61.09'	T = 31.53'
⑩	Δ = 77° 30' 00"	R = 99.98'	L = 135.24'	T = 80.24'
⑪	Δ = 59° 00' 00"	R = 206.07'	L = 212.82'	T = 116.93'
Cul-de-sac Right-of-way Line:				

Δ = 60° 54' 48"  
R = 205.00'  
L = 217.94'  
T = 120.55'  
C = 207.82'

W. WALLACE & BEEDLE  
P.E. AND P.L.L.C.  
Aug. 23, 1989

**RESOLUTION OF THE TOWN COUNCIL  
OF MOUNTAIN VILLAGE, COLORADO APPROVING A MINOR  
SUBDIVISION FOR LOT 601, KNOLL ESTATES**

**RESOLUTION NO. 2020-0116-\_\_\_\_\_**

- A. Knoll Estates HOA (“Owner”) of record of real property described as Lot 601, the Knoll Estates Condominiums, in accordance with the condominium map recorded on September 26, 1989 in Plat Book 1, Pg. 934-935.
- B. The Owner has authorized Stephanie L Fanos, Attorney at Law to pursue the review of the Minor Subdivision application to vacate town owned earthwork easements on Lot 601.
- C. Earthwork Easements were imposed on to Lot 601 through a lot line adjustment in 1989.
- D. The proposed Minor Subdivision will vacate the earthwork easements from the plat.
- E. The applicant proposed the amended Lot 601, with no change to the zoning or zoning designations set forth on the Official Zoning Map and zoning designations on the Official Land use and Density Allocation List.
- F. The Town Council considered this application, along with evidence and testimony, at a public meeting held on January 16, 2020
- G. The Owners have addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- H. The Town Council finds that the Minor Subdivision meets the criteria for decision set forth in Section 17.4.13 of the Community Development Code as follows:
  - 1. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations, because without limitations the lot configurations are already in compliance and are not being amended with the easement vacation;
  - 2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;
  - 3. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC
  - 4. General Easements and setbacks are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement, because without limitations the General Easements are not being affected by this minor subdivision; and
  - 5. The proposed subdivision meets all applicable Town regulations and standards.

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

1. The Applicant will work with Staff to complete the required Resolution and legal instrument that will legally recognize removal of the earthwork easements.
2. The applicant will pay all necessary fees to record legal documents with the San Miguel County Clerk and Recorders office within six months of approval.
3. Staff and legal have the authority to provide ministerial and conforming comments on any legal instruments prior to recordation.”

**Be It Further Resolved** that Lot 601 may be amended to remove earthwork easements as submitted in accordance with Resolution NO. 2020-0116-\_\_.

**Approved** by the Town Council at a public meeting January 16, 2020

**Town of Mountain Village, Town Council**

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

**Attest:**

By: \_\_\_\_\_  
Kim Montgomery Town Clerk

Approved as to Form:

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





**Agenda Item No. 19**  
**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**  
**PLANNING DIVISION**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**TO:** Town of Mountain Village Town Council  
**FROM:** Sam Starr, Planner  
**FOR:** January 16<sup>th</sup>, 2020 Town Council Meeting  
**DATE:** January 10<sup>th</sup>, 2020  
**RE:** First Reading, Setting of a Public Hearing and Council Vote on an Ordinance for a Rezone and Density Transfer Application to rezone Lot 27A Belvedere Condominiums Units 2 and 3 from two (2) Condominium zoning designation units to one (1) Condominium zoning designation unit

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 27A, Units 2 and 3, Parcel 1 Belvedere Park Condominiums According to Plat Book 1 Page 3498.

**Address:** 112 Lost Creek Lane  
**Owner:** Jefferson and Karen Kirby  
**Agent:** Joe Solomon, Esq.  
**Zoning:** Village Center  
**Existing Use:** Multi-Family Residential  
**Proposed Use:** Multi-Family Residential  
**Lot Size:** 0.18 Acres

**Adjacent Land Uses:**

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

**ATTACHMENTS**

- Exhibit A: Applicant's Narrative
- Exhibit B: Proposed Map and Declarations
- Exhibit C: Ordinance



*Figure 1: Belvedere Condominiums Phase One Location*

## **BELVEDERE CONDOMINIUMS HISTORY**

### **Platting and Land Use History**

Lot 27 was originally platted by the 1993 Rezoning, Substantial Final Plat Amendment, Wetland Area Buffer Zone Special Use Permit, and Height Definition exception for Lots 24-27. This resolution is recorded at reception No. 286067. In 2004, by Resolution No. 2004-0511-04, Lot 27A was rezoned to include 16 Condominium Units, 31 Lodge Units, and 71 Efficiency Lodge Units. A subsequent Master Development Plan was submitted by the developer, TCH Belvedere Development, LLC, and recorded at reception No. 376604. This development plan envisioned that the density would be developed across five phases. It should be noted that at this time, two of the five phases have been constructed.

In April 2004, "Phase One" of the Belvedere Park Condominiums was approved by the Town. The associated Condominium Declarations and Map were recorded the following year prior to issuance of a Certificate of Occupancy. Phase One included three condominium units averaging 2,248 square feet and one 2,600 square foot garage space. Each condominium has the CDC required 3-Person Equivalent Density and the 1 parking space requirement per Village Center zoning. The attached Condominium Map, (Exhibit B) illustrates the current configuration of units. The applicants currently own both Unit 2 and 3 of Phase One and are requesting to combine the units as part of this application. Although inconsequential to this request, records show that the applicants purchased Unit 3 in July 2005 with Unit 2 having been purchased in January 2019.

### **Proposed remodeling of Belvedere Condominiums Units 2 and 3**

In the summer of 2019, the owners of Unit 2 and 3 approached Town Planning Staff requesting to combine the two individual units discussed above into one unit. In order to accommodate the request, the owners would need to: modify the units by removing the elevator that previously had served Unit 2, combine Units 2 and 3 by converting the former elevator space on the first and second floors to living space; and, reallocate the former elevator space in the garage to Limited Common Element (LCE) to serve as additional storage for the newly combined unit. The owners would retain the required parking for a condominium zoned unit in the Village Center. For this work to occur, the owners must rezone their property and transfer the excess 3-person equivalent density into the density bank. No exterior work will be required; the Town Council's focus is solely on the rezone and density transfer proposal, and more specifically, the Town Council's purview relates specifically to how the density transfer and rezone application may have design-related implications. The Town Council must determine if the proposed unit reconfiguration, parking, and other applicable criteria for the decision outlined below have been met.

### **CRITERIA, ANALYSIS, AND FINDINGS:**

1. **Section 17.4.9 - Rezoning Criteria:** The following criteria shall be met for the review authority to approve a rezoning development application:
  - a. The proposed rezoning is in general conformance with the goals, policies, and provisions of the Comprehensive Plan;
  - b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;
  - c. The proposed rezoning meets the Comprehensive Plan project standards;
  - d. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;

- e. The proposed rezoning is justified because there is an error in the current zoning, [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;
- f. Adequate public facilities and services are available to serve the intended land uses;
- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and,
- h. The proposed rezoning meets all applicable Town regulations and standards.

**STAFF NOTE:** It is the burden of the applicant to demonstrate that any development proposal meets the requirements of the Comprehensive Plan and the Community Development Code, along with substantially complying with the rezoning review criteria listed above.

Generally speaking, the requested rezone is in conformance with the Zoning and Land Use Regulations as the proposal meets the design standards and requirements outlined within the CDC for a condominium zoned unit. There does not appear to be any public health safety or welfare issues associated with this request, and the proposal does not create any vehicular or pedestrian circulation hazards and/or parking, trash, or delivery congestion due to the pre-existing nature of the development.

The Town Council will need to determine if the provided application materials meet the criteria listed above, particularly criteria 3(a) related to conformance with the goals, policies, and provisions of the Comprehensive Plan. In order to aid in this determination, the staff has provided an analysis of the Comprehensive Plan within this memo below.

2. **Section 17.4.10 - Density Transfer Process:** The following criteria shall be met for the review authority to approve a density transfer application:
  - a. The criteria for decision for rezoning are met since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
  - b. The density transfer meets the density transfer and density bank policies; and,
  - c. The proposed density transfer meets all applicable Town regulations and standards.

**Staff Note:** The applicant has demonstrated current ownership of adequate density needed to meet the standards put forth in 17.4.10(D), Criteria for Decision on a Density Transfer Process. The applicant will have a 3-person equivalent excess efficiency lodge density and intends to transfer it to the Density Bank as required by the CDC.

**3. Chapter 17.8 – Definitions:**

**Condominium:** A zoning designation that allows for multi-family dwellings dwelling located in condominium community.

**Staff Note:** The proposed unit combination will meet the zoning designation definition of Condominium. There are no room or space requirements/restrictions for this designation listed in the CDC.



#### 4. Mountain Village Comprehensive Plan

The 2011 Mountain Village Comprehensive Plan is intended to direct – the present and future – physical, social and economic development that occurs within the town and as such, development is required to adhere to the policies and principles outline within that plan. Generally speaking, the Mountain Village promotes a land-use pattern envisioned by the Comprehensive Plan and requires that any discretionary land use application be in general conformance with the Land Use Plan, the Subarea Plans, and their associated principles and policies, and the applicable policies of the Comprehensive Plan.

Although Lot 27 is located within the Mountain Village Center Subarea, it should be noted that the Comprehensive Plan does not discuss Lot 27 with the exception of the remaining development rights associated with the Lot and designated in the Plan as Parcel N. Given that Phase One of the Belvedere was pre-existing during the creation of the Comprehensive Plan, it does not appear that the plan contemplated redevelopment of the existing units and rather focused on the remaining development rights for Parcel N.

While the Actions, Policies, and Plans of the Mountain Village Center Subarea Plan specifically state that there are “no site-specific policies” (pg. 59) envisioned for Lot 27, Parcel N, other sections of this guiding document must be factored into the Design Review Board’s decision of this criteria. The Future Land Use Plan envisions a mixed-use center for this lot, and the Comprehensive Plan extensively notes the need to “Focus high density, mixed-use development in Mountain Village Center by significantly increasing the hotbed inventory to improve the overall economic viability and activity in Mountain Village Center and the town as a whole”. The Comprehensive Plan also places a high premium on the creation of a “year-round economy” and provides general guidance including statements such as “Better sustainability can be achieved by...Concentrating development in high-density areas to achieve economic sustainability”, and by “maintaining the original planned density of 8,027-person equivalent density”. In addition, economic modeling within the Plan provides that “Mountain Village’s economy is vulnerable. This is due to a combination of factors: a dispersed, inadequate hotbed base; annual occupancies that are lower than comparable ski resort communities; and a seasonal economy that has its high point centered on a relatively small number of days in the ski season and festival weekends.”

**Staff Note: The proposed rezone and density transfer aligns with the Comprehensive Plan’s Future Land Use Map as condominiums are considered a part of a mixed-use center. The Town Council will need to determine whether reduction in overall units, density, and/or diversity of ownership meets the goals and objectives of the above-discussed standards of the Comprehensive Plan, and ultimately if this reduction in condominium units still provides stability and fosters a year-round economy - or if the change would hinder vibrancy of the Mountain Village Center Subarea. The Council may also determine that other portions of the Comprehensive Plan are relevant to their deliberation concerning these criteria and may request additional information.**

#### **DESIGN REVIEW BOARD RECOMMENDATION**

At the January 9<sup>th</sup>, 2020 Design Review Board Meeting, the Design Review Board voted 6-1, to recommend approval to Town Council of a Rezone and Density Transfer Application to rezone Lot 27A Belvedere Condominiums Units 2 and 3 from two (2) Condominium zoning designation units to one (1) Condominium zoning designation unit

## **STAFF ANALYSIS**

The requested rezone and density transfer, combining Units 2 and 3 of the Belvedere Condominiums, will meet the required density and parking regulations and is in general conformance with the Future Land Use Plan envisioned by the Comprehensive Plan. The central question arising from this application is whether or not the request is in general conformance with the Mountain Village Comprehensive Plan. Planning and Development Staff find that single unit ownership may contribute to the creation of a year-round economy, but also recognize that granting approval will limit the density and diversity of ownership within the building and Village Center area and may reduce the overall use of the units over time given the reduction in overall density.

**RECOMMENDED MOTION:** Town Council may approve, continue, deny or modify the review and recommendation to Town Council regarding a rezone and density transfer to rezone Lot 27A Belvedere Condominiums Units 2 and 3 from two (2) Condominium zoning designation units to one (1) Condominium zoning designation unit.

Two alternative motions have been provided for your consideration:

### **Motion for Approval:**

*I move to recommend on first reading of an ordinance approval of a rezone and density transfer application for Lot 27A, Belvedere Condominium Units 2 and 3 - to rezone subject units from two (2) Condominium zoning designations to one (1) Condominium zoning designation as noted in the staff memo of record dated January 10<sup>th</sup>, 2020 and with the following findings and conditions:*

### **Findings:**

1. *The applicant has the requisite required density of 3 person equivalents to execute a rezone from condominium to condominium zoning designation.*
2. *The applicant has met or exceeded the parking requirement of 1 parking space.*
3. *The application meets the criteria for decision as detailed within this staff memo of record.*

### **Conditions:**

1. *The applicant shall submit a condominium map amendment and associated declarations, to the Town for review and approval showing the Units 2 and 3 as one renumbered Condominium Unit prior to issuance of a certificate of occupancy to combine the units*
2. *The lot list shall be updated to reflect the rezone from 2 Condominium units to one Condominium unit.*
3. *The applicant intends to hold the excess density in the density bank.*
  - a. *The town will issue a density bank certificate*
  - b. *The owner is responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.*
4. *The approved ordinance and density certificate must be submitted as part of the owner's building permit application prior to work commencing.*

**Motion for Denial:**

*I move to recommend denial of a rezone and density transfer application for Lot 27A, Belvedere Condominium units 2 and 3 to rezone 2 and 3 from two (2) Condominium zoning designations to one (1) Condominium zoning designation as noted in the staff memo of record dated January 10<sup>th</sup>, 2020 and with the following findings:*

*Findings:*

1. *The application does not meet the criteria for decision as detailed in the staff memo of Record, dated January 10<sup>th</sup>, 2020.*





# SOLOMON LAW FIRM, P.C.

227 WEST PACIFIC AVENUE, SUITE A (REQUIRED FOR FEDEX)  
PO BOX 1748 (REQUIRED FOR ALL U.S. MAIL)

JOSEPH A. SOLOMON, ESQ. TELLURIDE, COLORADO 81435  
ATTORNEY AT LAW  
E-MAIL: JSOLOMON@MONTROSE.NET

TEL (970) 728-8655  
CELL (970) 729-2225  
FAX (775) 703-9582

November 22, 2019

Sam Starr, AICP  
Planner  
Town of Mountain Village  
455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435

Owners: Jefferson W. Kirby and Karen M. Kirby  
Property: Units 2 & 3, Parcel 1, Belvedere Park Condos  
Property address: 112 Lost Creek Lane, Units 2 & 3, Mountain Village, Colorado  
Application: Class 4 Rezoning / Density Transfer Application  
to Combine Units into New Unit 2-3 and Transfer Density to Density Bank

Dear Sam:

I represent the Applicants, Jefferson W. Kirby and Karen M. Kirby. Please allow this letter to serve as the Narrative accompanying the above-referenced Application.

### **Description**

The Applicants are applying to combine Units 2 & 3 into a single new Unit 2-3. Following are the items enclosed with this Application:

- Rezoning/Density Transfer Application
- \$1000 Application Fee (being mailed in)
- First Amendment to Map DRAFT
- First Amendment to Declaration DRAFT

### **Elevator**

As part of this Application, the elevator serving Unit 2 will be removed. Instead, the elevator serving Unit 3 will serve new Unit 2-3. The former elevator space on the first and second floor will be converted to Unit 2-3 space. The former elevator space in the garage will be converted to Unit 2-3 LCE storage.

### **Parking**

As shown on the proposed First Amendment to Condominium Map submitted herewith, Unit 2-3 will have two (2) dedicated parking spaces. The building will also continue to have one (1) common element parking space that is shared among existing Unit 1 and new Unit 2-3.

**Criteria for Decision**

CDC 17.4.9(C)(3) sets forth the criteria for the review authority to approve this rezoning development Application, which meets the criteria as follows:

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

The zoning is not changing for the subject Units. The combined Unit 2-3 will remain a residential condominium unit. The Applicants have owned Unit 3 since July 2005 and Unit 2 since January 2019. This is not in fact a rezoning. It is essentially a housekeeping matter involving a density transfer.

*b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;*

The proposed rezoning is consistent with regulations. Again, the zoning is not changing.

*c. The proposed rezoning meets the Comprehensive Plan project standards;*

The zoning is not changing. The residential condominium designation remains consistent with the Future Land Use Plan included with the Town of Mountain Village Comprehensive Plan.

*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;*

The Unit combination is consistent with these factors; it involves an internal adjustment to an existing structure.

*e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;*

The Comprehensive Plan allows for this residential condominium use.

*f. Adequate public facilities and services are available to serve the intended land uses;*

Sufficient facilities and services are available. Again this is an internal adjustment to an existing structure.

*g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and*

The proposed Application will not create these hazards or congestion. The combined single Unit will have two (2) Limited Common Element parking spaces as well as the right to use a shared common parking space with the adjacent Unit 1.

*h. The proposed rezoning meets all applicable Town regulations and standards.*

As stated above, the Application satisfies applicable Town rules.

The Applicants acknowledge that, pursuant to CDC 17.4.9(C)(4), it is their burden to demonstrate that submittal material and the proposed development substantially comply with the above rezoning review criteria. The Applicants respectfully submit they have demonstrated these factors.

### **Density Transfer**

Combining the Units will result in excess density consisting of three (3.0) person equivalents. The Applicants request approval to transfer this density off the site and into the Town Density Bank.

CDC 17.3.8(B) provides in relevant part, "Density may be transferred from one lot to another lot or to the density bank provided the density transfer is approved pursuant to the density transfer and rezoning processes as concurrent development applications ..."

This Application satisfies the criteria set forth in CDC 17.4.10(D)(2) applicable to Class 4 Applications for the Review Authority to approve a density transfer, as follows:

- a. The criteria for decision for a rezoning are met, since such density transfer is being processed concurrently with a rezoning development application.
- b. The density transfer meets the density transfer and density bank policies, in that the excess density will be transferred to the Town density bank.
- c. As set forth above, the proposed density transfer meets all applicable Town regulations and standards, specifically, the zoning with respect to the subject Units is not changing from the existing residential condominium designation.

### **Request for Waiver of Worksession**

The Applicants request that, pursuant to CDC 17.4.9(C)(1)(a), the Director of Community Development waive the requirement to submit a conceptual worksession due to limited size and scale of this rezoning development Application, which limits the associated issues.



Application to Combine Units into New Unit 2-3 and Transfer Density to Density Bank  
November 22, 2019  
Page 4

**Conclusion**

Thank you for your consideration of this Application.

Sincerely,

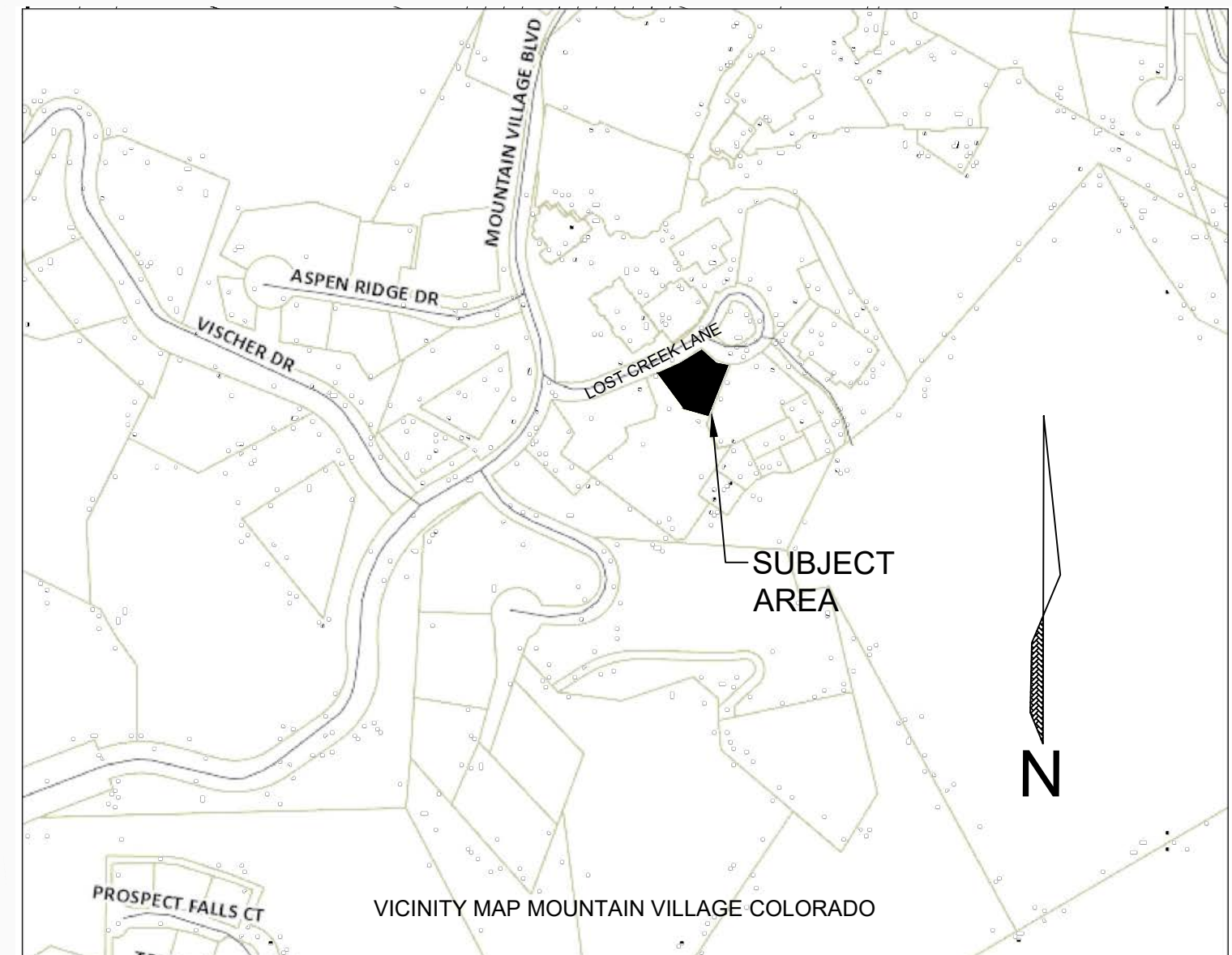
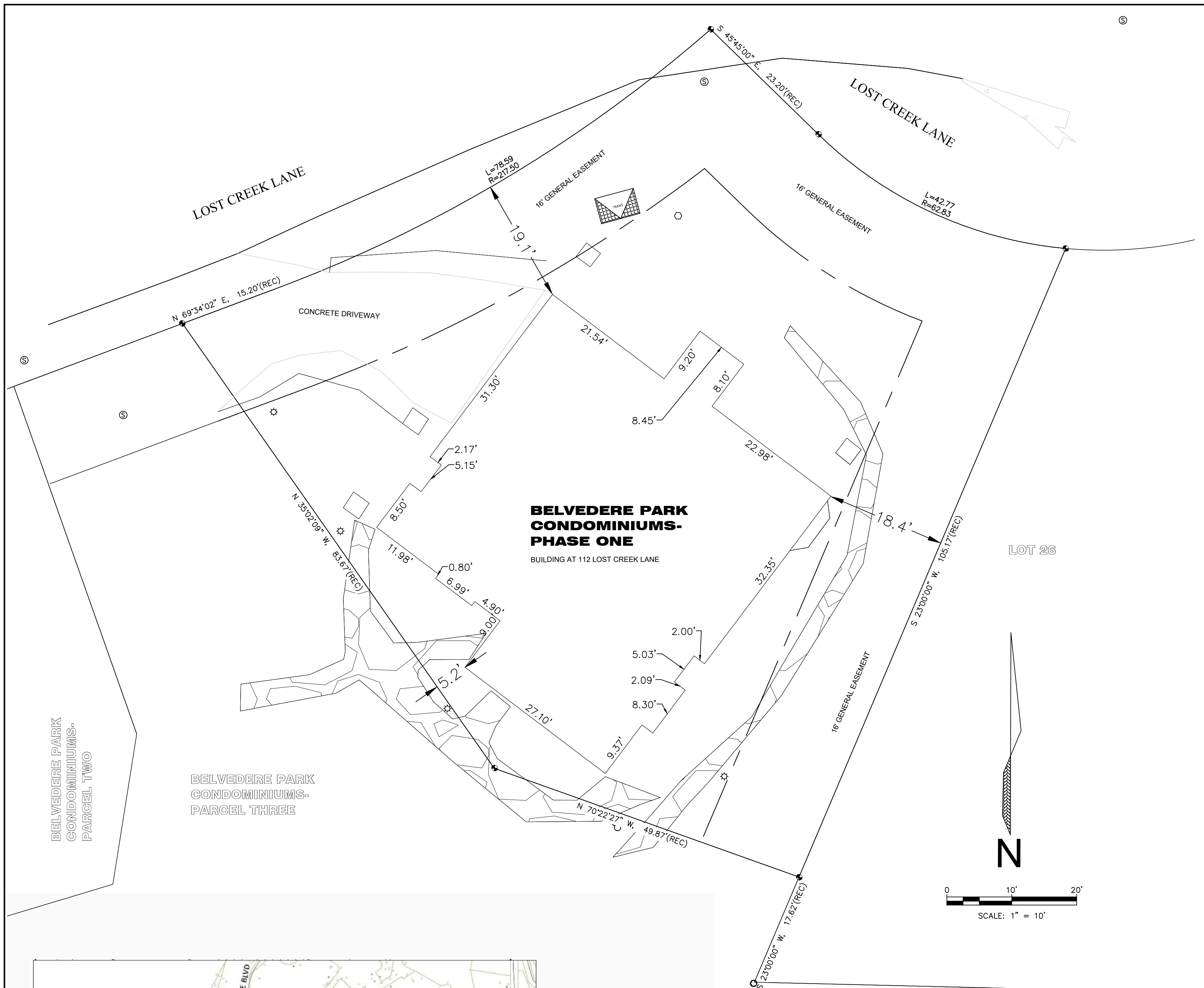
A handwritten signature in black ink, appearing to read 'Joseph A. Solomon', written over a horizontal line.

Joseph A. Solomon, Esq.

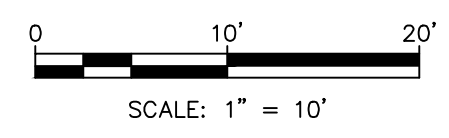
Encs.

Rezoning/Density Transfer Application  
\$1000 Application Fee (being mailed in)  
Title Commitment  
First Amendment to Map DRAFT  
First Amendment to Declaration DRAFT





**BELVEDERE PARK CONDOMINIUMS - PHASE ONE**  
BUILDING AT 112 LOST CREEK LANE



**LEGEND:**

- SET #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 38014  
FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 320632
- TRANSFORMER
- TELEPHONE PEDESTAL
- SEWER MAN HOLE
- FIRE HYDRANT
- LIGHT

**SQUARE FOOTAGE, USE AND PARKING CHART**

UNIT	SQUARE FEET	DESIGNATION	PARKING
RESIDENTIAL UNIT ONE	2164*	RESIDENTIAL UNIT	1 SPACE
RESIDENTIAL UNIT TWO-THREE	4903	RESIDENTIAL UNIT	2 SPACES
PARKING SPACE UNIT ONE	170	PARKING	N/A
PARKING SPACE UNIT TWO	156	PARKING	N/A

\* DERIVED FROM PLAT RECORDED AT RECEPTION No. 376604

**ASSOCIATION:**

Belvedere Park Condominiums - Phase One Owners Association, Inc., a Colorado nonprofit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randy Podolsky, Vice President

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_

as the President of Belvedere Park Condominiums - Phase One Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

**LAND SURVEYOR'S CERTIFICATE:**

I, Thomas A. Clark, being Registered Land Surveyor in the State of Colorado, do hereby certify that this map amendment and survey of The Belvedere Park Condominiums, First Amendment to Condominium Map, Replat of Units 2 and 3 ("Map Amendment") (i) was made under my direct supervision, responsibility and checking; (ii) is true and accurate to the best of my knowledge and belief; (iii) is clear and legible; and (iv) contains all information required by C.R.S. 38-33.3-209.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Thomas A. Clark PLS. 38014

**NOTES:**

- Easement research from Land Title Guarantee Company, Commitment No. TLR86008907-2 dated 04/18/2019 at 5:00 P.M.
- Elevation datum is unchanged from Map recorded 8/1/2005 at Plat Book 1, at page 3498.
- Dimensions and areas shown are measured to face of drywall or finished wall surface.
- NOTICE: According to Colorado law you must commence any legal action based upon defect in this survey within three years after you first discover such defect. In no event may any action based upon any deficit in this survey be commenced more than ten years from the date of the certification shown hereon.
- BASIS OF BEARINGS: No exterior property boundaries have been changed by this Map amendment and no bearings are shown hereon.
- According to FEMA Flood Insurance Rate Map #08113C0287D, effective on 9/30/1992, this parcel is in Zone X; Areas determined to be outside of the 100-year flood plain.
- The following abbreviations are defined for this Condominium Map:  
L.C.E. Limited Common Element  
C.E. Common Element  
Sq. Ft. Square Feet  
C.H. Ceiling Height
- The Belvedere Park Condominiums, a condominium community (the "Community") exists in accordance with the following described documents (the "Governing Documents"):  
a. Declaration of Covenants, Conditions and Restrictions for The Belvedere Condominiums A Condominium Project Located in the Town of Mountain Village, County of San Miguel State of Colorado recorded on August 1, 2005 in the Office of the San Miguel County Clerk and Recorder (the "Official Records") at Reception No. 376603; County of San Miguel, State of Colorado (collectively referred to as the "Declaration");  
b. Condominium Map recorded on August 8, 2005, in Plat Book 1 at page 3498, ("Original Map"); and  
c. the Articles of Incorporation dated July 22, 2005, including any and all amendments for Belvedere Park Condominiums - Phase One Owners Association, Inc. (the "Association").
- The Community consists of certain Common Elements and Units as depicted and described in the Governing Documents, which Units are each separately owned by certain "Owners" and which Common Elements are managed and administered by the Association for and on behalf of the Owners.
- The Association and Owners have approved of this Map Amendment to address the following:  
a. to approve of and depict certain modifications to combine units known as Residential Unit 2 and Residential Unit 3; by combining such units into one unit, which shall hereinafter be described and depicted as Residential Unit 2-3 (the "Subject Unit").

Accordingly, the purpose of this Map Amendment is to: (a) approve, establish, clarify, and confirm the respective boundaries the Subject Unit as described and depicted on this Map Amendment, and (b) state, acknowledge and confirm that, with the recordation of this Map Amendment that the Subject Unit now is comprised of the Units previously known as Residential Unit 2 and Residential Unit 3.

- The Association has secured the requisite approvals to authorize and direct the Association to execute and record this Map Amendment, and take any and all such other and further actions as contemplated hereunder.
- No new Right of Ways or Easements are created by this Map Amendment and all previous covenants, condition, restriction, or limitation remain in place except as noted.
- The elevator for former Residential Unit 2 has been removed. The former Limited Common Element (LCE) space from the elevator on the Garage Level is now LCE storage for the benefit of Unit 2-3.
- The former LCE space from the elevator on the First Level and the Second Level are now part of Unit 2-3. The Association hereby transfers, conveys and quit claims these areas to the owners of Unit 2-3.
- No changes are made to Residential Unit One or any of the exterior of the building as recorded in Plat book 1, at page 3498 by this Map Amendment.
- Approval of this plan may create a vested property right pursuant to Article 68 of Title 24. C.R.S., as amended.

**FORMER PROPERTY DESCRIPTION:**

CONDOMINIUM UNIT 2 AND CONDOMINIUM UNIT 3, BELVEDERE PARK CONDOMINIUMS - PHASE ONE, ACCORDING TO THE BELVEDERE PARK CONDOMINIUMS - PHASE ONE CONDOMINIUM MAP RECORDED AUGUST 1, 2005 IN PLAT BOOK 1 AT PAGE 3498, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR BELVEDERE PARK CONDOMINIUMS - PHASE ONE RECORDED AUGUST 1, 2005 UNDER RECEPTION NO. 376603, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**CERTIFICATE OF OWNERSHIP:**

Residential Unit 2-3 Owner:  
Jefferson W. Kirby and Karen Kirby,  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jefferson W. Kirby, Owner  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Karen Kirby, Owner  
Subscribed to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Association and Owners have approved and consented to and do hereby duly adopt, execute, and deliver this Map Amendment, intending it to become effective as of \_\_\_\_\_, 2020 ("Effective Date").

**TOWN OF MOUNTAIN VILLAGE COLORADO:**

This Map Amendment is hereby approved as conforming to all applicable laws of the Town of Mountain Village.

\_\_\_\_\_  
Planning and Development Services Director Date

**TITLE INSURANCE CERTIFICATE:**

Land Title Guarantee Company, a Colorado licensed title company, does hereby certify that we have examined the title to the Subject Unit herein shown on this Map Amendment and that the title to the Subject Unit is in the name of \_\_\_\_\_ and is free and clear of all liens and taxes except as follows:

\_\_\_\_\_  
Title Insurance Company Representative

**COUNTY TREASURER'S CERTIFICATE:**

I certify that according to the records in San Miguel County Treasurer's office, there are no liens against the Subject Unit, for unpaid State, County or Municipal ad valorem taxes or special assessments certified to the County Treasurer for collection.

\_\_\_\_\_  
County Treasurer Date

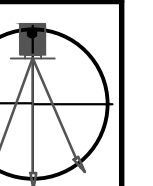
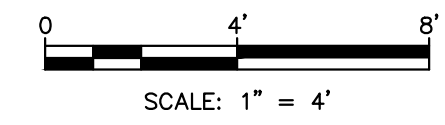
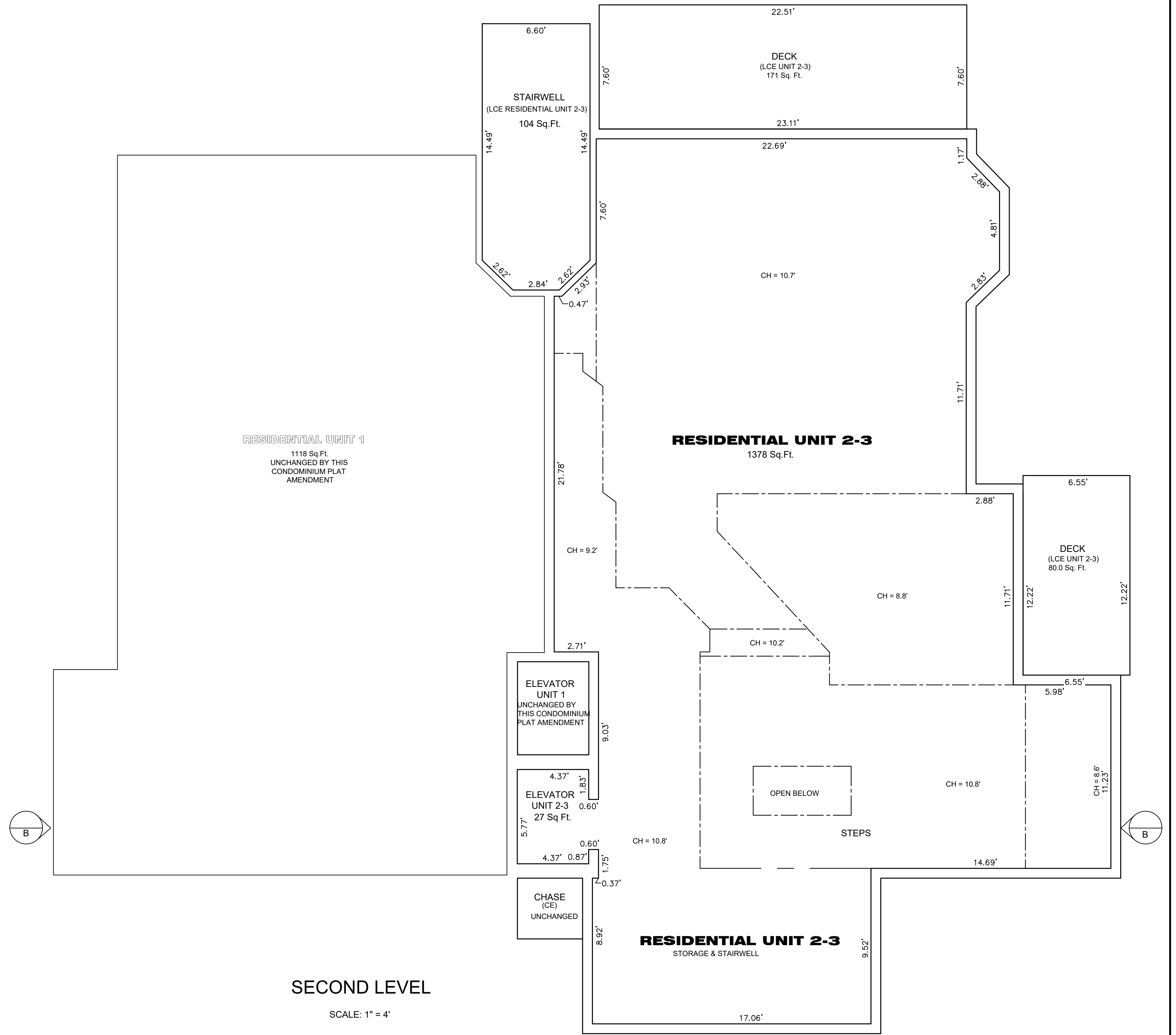
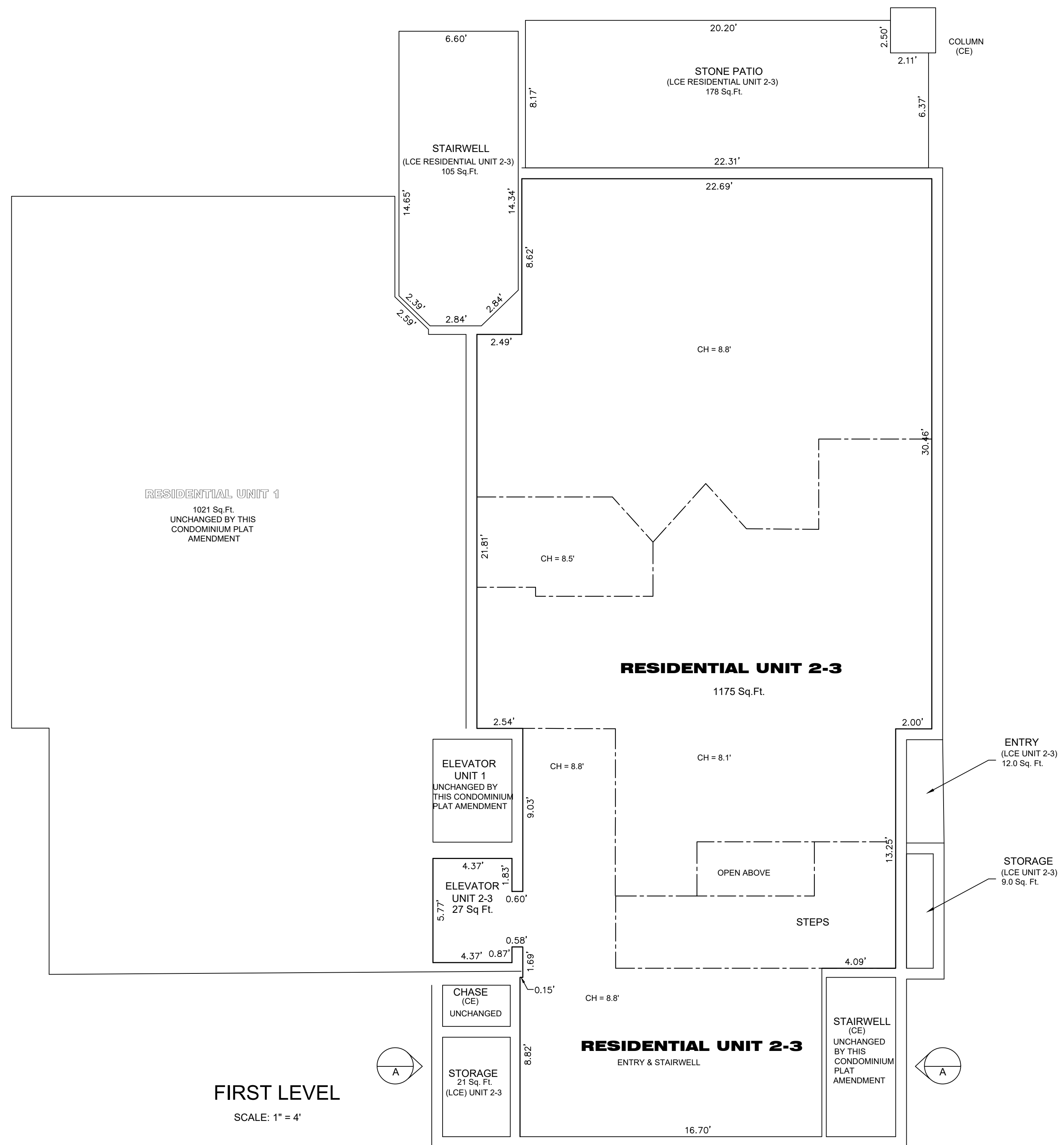
**RECORDER'S CERTIFICATE:**

This Map Amendment was filed for record in the Official Records on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at

Reception Number \_\_\_\_\_  
Time \_\_\_\_\_

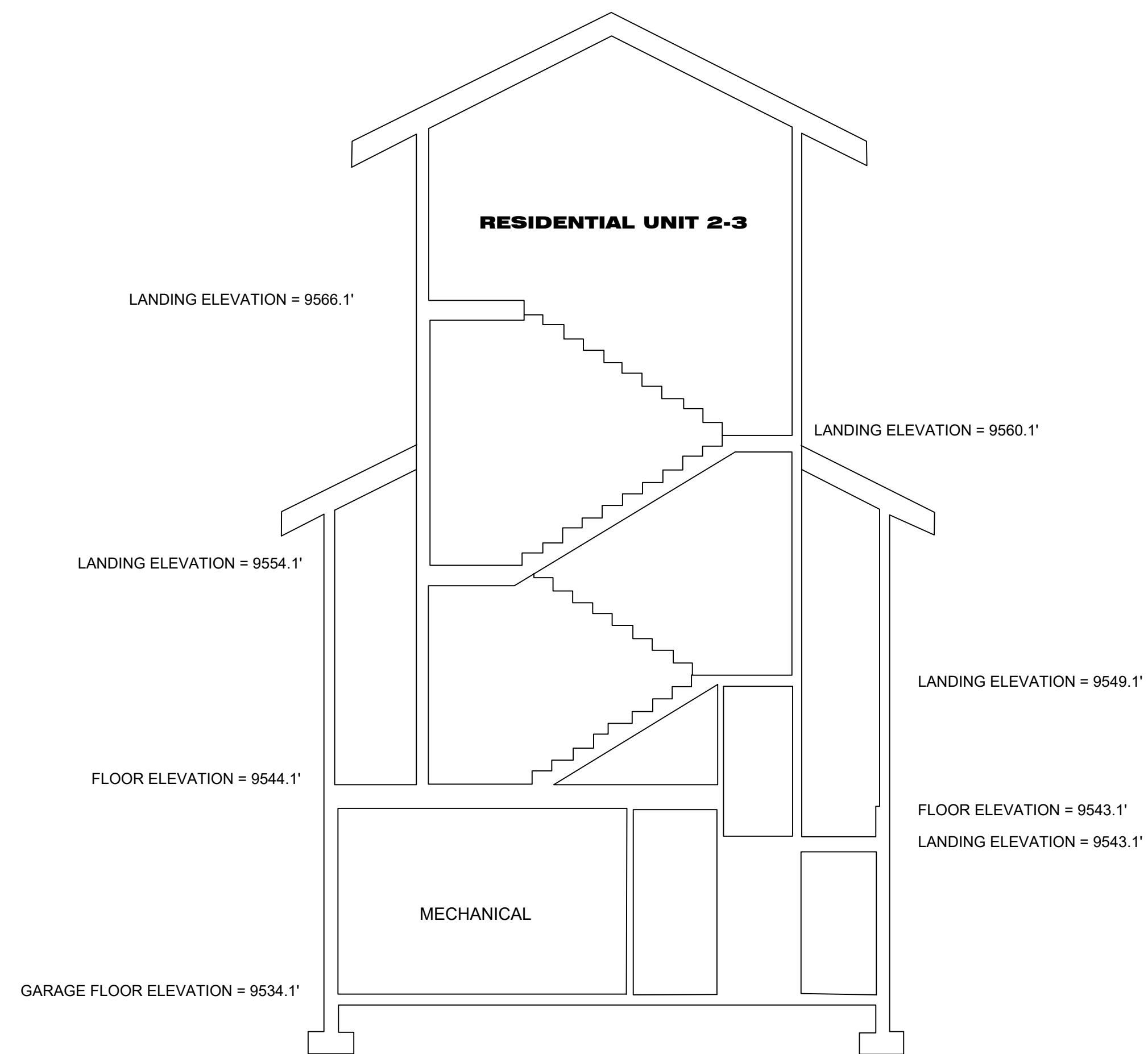
\_\_\_\_\_  
San Miguel County Clerk



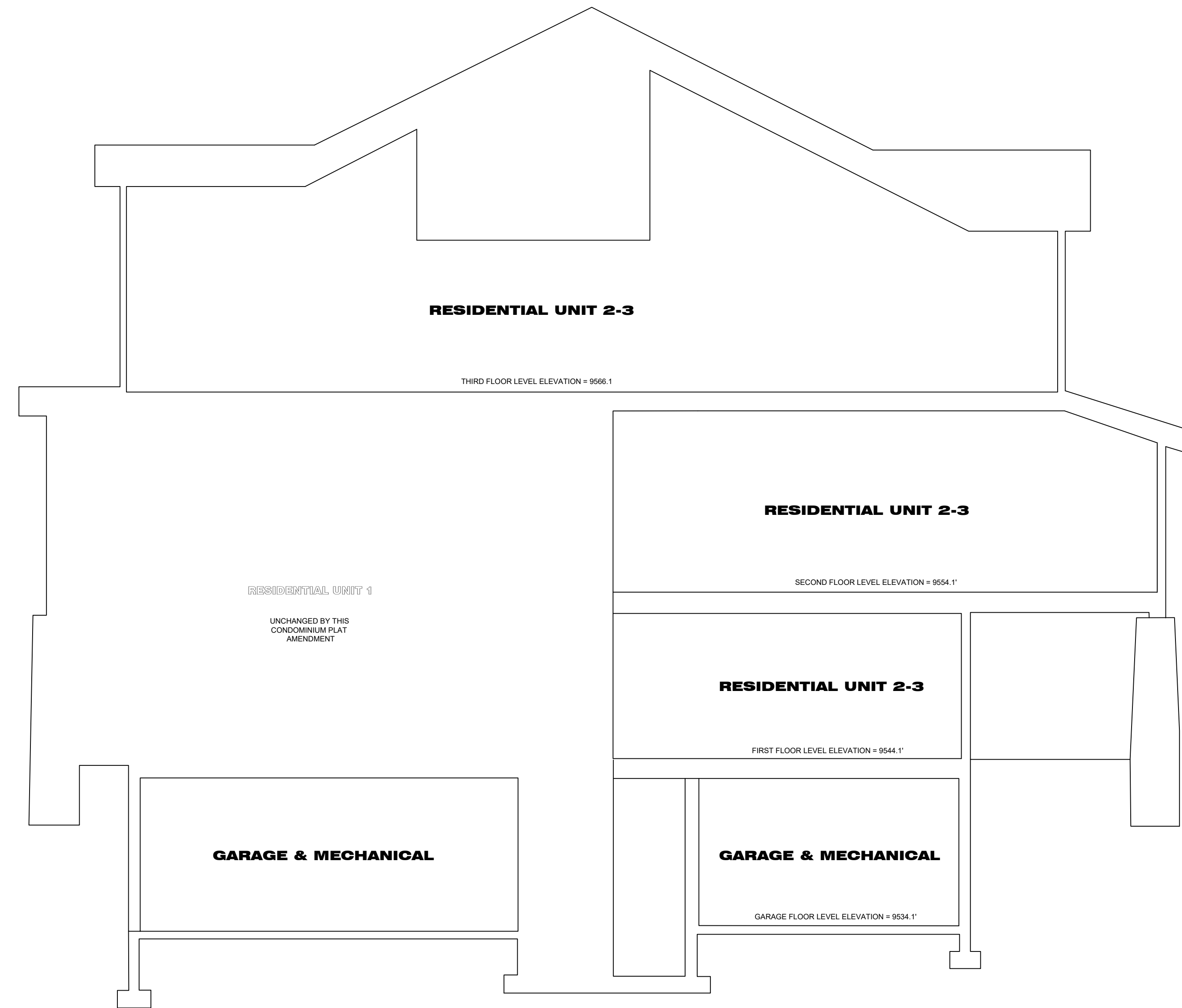




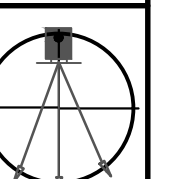
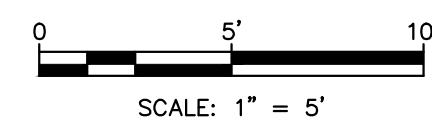




SECTION A-A



SECTION B-B



**ORDINANCE NO. 2020-\_\_**

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER ON LOT 27A PHASE ONE UNITS 2 AND 3, REZONING TWO CONDOMINIUM ZONING DESIGNATION UNITS TO ONE CONDOMINIUM ZONING DESIGNATION UNIT**

**RECITALS**

- A. Jefferson and Karen Kirby (“**Owners**”) have submitted to the Town: (1) a rezoning and density transfer development application for a rezone of Phase One Units 2 and 3, Belvedere Condominiums (Lot 27A) from two Condominium units to one Condominium unit; and (“**Applications**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Jefferson and Karen Kirby are the Owners of Phase One Units 2 and 3, Belvedere Condominiums, and the associated development rights and density allocated to Units 2 and 3, Belvedere Condominiums.
- C. The proposed rezoning and density transfer is to combine two condominium units into one condominium unit pursuant to the requirements of the CDC.
- D. The Owner intends to place the excess 3 person equivalent density in the Town of Mountain Village Density Bank.
- E. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

Figure 1. Current Zoning Designation for Units 2 and 3, Lot 27A Belvedere Condominiums

<b>Unit No.</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent</b>
2	Village Center	Condominium	1	3
3	Vilage Center	Condominium	1	3

Figure 2. Proposed Zoning Designation

<b>Unit No.</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent</b>
2-3	Village Center	Condominium	1	3

Figure 3. Lot 27A Current Zoning Designation for the Property

<b>Lot</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent</b>	<b>Total Person Equivalent</b>
27A	Village Center	Condominium	27	3	81
	Vilage Center	Efficiency Lodge	2	.5	1
	Vilage Center	Lodge	10	.75	7.5

Figure 4. Lot 27A Proposed Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
27A	Village Center	Condominium	26	3	78
	Vilage Center	Efficiency Lodge	2	.5	1
	Vilage Center	Lodge	10	.75	7.5

- F. At a duly noticed public hearing held on January 9<sup>th</sup> 2020, the DRB considered the Applications, testimony and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC.
- G. At its regularly scheduled meeting held on January 16<sup>th</sup>, 2020 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- H. On February 20<sup>th</sup>, 2020 Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.
- I. The meeting held on January 9<sup>th</sup>, 2020 was duly publicly noticed as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.
- J. The Town Council hereby finds and determines that the Applications meet the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

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



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

Density Transfer Findings

1. The applicant has the requisite required density of 3 person equivalents to execute a rezone from condominium to condominium zoning designation.
2. The applicant has met or exceeded the parking requirement of 1 parking space.
3. The application meets the criteria for decision as detailed within this staff memo of record.

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

1. The applicant shall submit a condominium map amendment and associated declarations, to the Town for review and approval showing the Units 2 and 3 as one renumbered Condominium Unit prior to issuance of a certificate of occupancy to combine the units
2. The lot list shall be updated to reflect the rezone from 2 Condominium units to one Condominium unit.
3. The applicant intends to hold the excess density in the density bank.
  - a. The town will issue a density bank certificate
  - b. The owner is responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.
4. The approved ordinance and density certificate must be submitted as part of the owner's building permit application prior to work commencing.

**Section 1. Effect on Zoning Designations**

A. This Ordinance does not change any other zoning designation on the Properties it only affects Phase One Units 2 and 3.

**Section 2. Ordinance Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2020 following public hearing and approval by Council on second reading.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the \_\_st of \_\_\_\_\_ 2020 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2020.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Kim Montgomery, Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this \_\_\_st day of \_\_\_\_\_ 2020**

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

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

ATTEST:

\_\_\_\_\_  
Jackie Kenefick, Town Clerk

Approved as To Form:

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

I, Kim Montgomery, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado (“Town”) do hereby certify that:

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town (“Council”) at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2020, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	“Yes”	“No”	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council’s approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2020 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2020. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	“Yes”	“No”	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

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

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

of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kim Montgomery, Town Clerk

(SEAL)

DRAFT





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TO: Mountain Village Town Council

FROM: John Miller, Senior Planner  
on behalf of Michelle Haynes

FOR: Regular Town Council Meeting of January 16, 2020

DATE: November 15, 2019, updated January 9, 2020

RE: First reading of an Ordinance amending the Community Development Code (CDC) at Sections 17.5.12: Lighting Regulations and Chapter 17.8: Definitions to provide allowances for exterior architectural lighting.

#### Exhibits.

*Exhibit A: CDC Sections 17.5.12 (A-D) Lighting Regulations (shown in Part 2 of this report)*

- A. Purpose and Intent*
- B. Limited Exterior Lighting*
- C. Prohibited Lighting*
- D. Exemptions*

#### PART I. Introduction and Background

The Town Council and Design Review Board (DRB) Chairperson requested that the Town and Town Staff consider amending the current prohibition of Architectural Lighting to allow greater lighting flexibility while meeting the Town's lighting regulations.

#### **Analysis:**

The exterior lighting regulations are intended to provide minimal lighting required for safety and aesthetic standards. The CDC does not define architectural lighting, although it is otherwise prohibited. The CDC also heavily emphasizes the importance of minimal exterior lighting and only using exterior lighting for safety, although the discussion today will encourage the Town Council to also consider aesthetics, (which is mentioned as important in addition to safety), in the purpose and intent preamble.

#### **What is Architectural Lighting?**

Architectural lighting is for building design and function. The three key principals of architectural lighting are:

- aesthetic
- functional
- the efficiency of energy or use

*Language of Light* asked architect Molly Munson of *Adam Wheeler Design* for her thoughts on architectural lighting; she said that space is of paramount concern. “Architects [try] to transform the experience of a space,” she explained. “Good architecture [tries] to create a spatial experience.” <sup>(1)</sup>

Architectural lighting works to serve and enhance the architecture, not merely as an accessory, to create a cohesive spatial experience. <sup>(1)</sup> This is what differentiates architectural from general lighting.

Architectural lighting has been narrowly understood regionally as lighting elements that may highlight the architecture of a building. For example, wall washing is expressly prohibited. Uplighting for the purposes of highlighting an architectural or artistic feature on a building is also prohibited. However, architectural lighting, as it relates to aesthetics can help define or create space, especially as it relates to creating a sense of arrival, defining a primary entrance, defining a secondary entrance, or building a sense of feeling and relationship in an outdoor living space.

Resources:

1. <https://www.alconlighting.com/blog/lighting-design/what-are-architectural-lighting-fixtures/>

## PART II. Proposed Amendment Discussion

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)

### Part 2.1: Amending Section 17.5.12 Lighting Regulations

#### **17.5.12 LIGHTING REGULATIONS**

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

The purpose of the Lighting Regulations is to establish standards for minimizing the unintended and undesirable side effects of residential exterior lighting while encouraging the intended and desirable safety and aesthetic purposes of such lighting. It is the purpose of the Lighting Regulations to allow illumination that provides the minimum and safe amount of lighting that is needed for the lot on which the light sources are located. In addition, the purpose of this section is to protect the privacy of neighboring residents by controlling the intensity of the light source. All exterior lighting shall conform to the standards set forth below.

##### **B. ~~Limited Exterior Lighting~~ permissible with review**

The basic guideline for exterior lighting is for it to be subdued, understated and indirect to minimize the negative impacts to surrounding lots and public rights-of-

way. The location of exterior lighting that meets the requirements of this section shall only be allowed at:

1. Buildings where Building Codes require building ingress and egress doors;
2. Pedestrian walkways or stairs;
3. Plaza areas and other public areas where lighting is required;
- ~~4. Deck or patio areas;~~
4. Surface parking lots;
5. Signs;
6. Address identification or address monuments;
7. Flags;
8. Public art;
9. Driveways;
10. Street lights; and
11. Swimming pools, spas and water features.

### **C. Exterior Lighting that require a Design Variation**

Certain types of exterior lighting are permissible with an approved design variation. The intent of these provisions is to provide allowances for exterior lighting that enhances and transforms architectural and structural facades as well as outdoor spaces in a way that meets the criteria of the Design Variation Standards and the Purpose and Intent of the Lighting Regulations.

The following exterior lighting requires a Design Variation to be granted by the Design Review Board pursuant to Section 17.1.11(E)(5); and must otherwise meet the Purpose and Intent of the Exterior Lighting Regulations, Section 17.5.12(A) and the Lighting Design Requirements provided below at Section 17.5.12(F)

1. Architectural Lighting
2. Lighting Associated with Outdoor Living Spaces

### **C. D. Prohibited Lighting. The following exterior lighting is prohibited:**

- ~~1. Architectural lighting;~~
- ~~2~~ 1. Landscape lighting;
- ~~3~~ 2. Up-lighting;
- ~~4~~ 3. Flood lighting;
- ~~5~~ 4. Other lighting not outlined above as permitted or exempt lighting;
- ~~6~~ 5. Lighting that causes glare from a site or lot to any designated wetlands or other environmentally sensitive areas;
- ~~7~~ 6. Lighting that causes glare from a site or lot to adjoining property; and
- ~~8~~ 7. Lighting that produces glare to vehicles within a public right-of-way or access tract.

**D. E. Exemptions.** The following types of exterior lighting shall be exempt from the Lighting Regulations:

1. Seasonal lighting, providing individual lamps are less than seventy (70) lumens per linear foot of lighting;

- a. Seasonal lighting shall not detrimentally affect adjacent neighbors. If the Town determines that such lighting detrimentally affects adjacent neighbors, it may determine such lighting to be a nuisance and require the lighting to be removed.
2. Temporary lighting that is used for theatrical, television, performance area and construction sites;
3. Emergency lighting;
4. Special event lighting approved by the Town as a part of the required development application;
5. Swimming pool and/or hot tub lighting when it is established that no off-site glare shall occur;
6. Lighting of the United States Flag when there is no other down-light option to prevent upward glare;
7. Lighting within public right-of-way for the principle purpose of illuminating streets or roads. No exemption shall apply to any lighting within the public right-of-way when the purpose is to illuminate areas outside the public right-of-way; and,
8. Lighting required by the ski resort operator for the ordinary operation of the ski area snow making installation and operation.

**E. F. Lighting Design Regulations.**

1. **Full Cut-Off Fixture Design.** All exterior lighting shall be eighty-five degrees (85°) full cut-off fixtures that direct the light downward without any off-site glare, except as exempted in Section 17.5.12(D).
  - a. Each exterior luminaire shall be fully shielded down directed light sources and shall not exceed 850 lumens, with the exception of residential outdoor pathway and recessed stairway lighting which shall not exceed 300 lumens per luminaire. Lighting for Town owned parking garages shall not exceed 5000 lumens per luminaire.
2. **Required Exterior Lighting Type.** LED lighting or other equivalent high efficacy lighting compliant with this section, shall be used for all exterior lighting. Any fixture with a 0-5 watt lamp shall have a minimum overall luminous efficacy of 30 lumens/watt; any fixture with a 6-15 watt lamp shall have a minimum overall luminous efficacy of 45 lumens/watt.
3. **Maximum Temperature.** The maximum correlated color temperature for all proposed lighting types regardless of lamp type, shall be a minimum of 2,400 degrees Kelvin and shall not exceed 3,000 degrees Kelvin, or may employ amber light sources, filtered LED light sources, or a suitable alternative - with the goal of having a warmer light source.
4. **Lighting for Parking Areas.** Lighting shall be provided for surface parking areas and underground parking garages.



- a. Surface parking lot lighting shall be located in landscaped areas to the extent practical.
  - b. Parking area lights are encouraged to be greater in number, lower in height and lower in light level.
  - c. Approved parking area lighting shall direct the light onto the parking lot areas only and ensure lower elevation development is protected from glare.
5. **Maximum Height Limit for Lights.** The following light fixture height limits shall be met. The review authority may approve other heights based on site-specific considerations.
- a. The maximum height for a pole-mounted light fixture shall be twelve feet (12'), as measured from the immediate adjacent grade, either natural or finished. Pole-mounted light fixtures are not permitted or intended to be placed on buildings or structures in order to artificially increase the height allowance or circumvent maximum height allowances.
  - b. The maximum height for a wall-mounted light fixture shall be seven feet (7') above the directly adjacent walking surface or pathway, except for sign lighting that may be higher as reviewed and approved by the review authority to allow for proper illumination of the sign.
  - c. The maximum height for public surface parking, above ground and/or underground parking garage area lighting shall be fifteen feet (15') above the grade of the parking spaces that are intended to be illuminated. The town would encourage alternative lighting proposals to minimize parking area lighting impacts.
  - d. Architectural Lighting that obtains a Design Variation pursuant to Section 17.5.12(C) may be permitted to exceed the requirements for Maximum Height Limits.

(\*\*\*)

**Section 2.2:** Amending definition chapter to include definition for Architectural Lighting – to be inserted in alphabetical order of the existing definitions.

### **Chapter 17.8 Definitions**

(\*\*\*)

Architectural Lighting: Lighting that has been designed to reveal architectural beauty, shape, and/or building massing or form; and for which lighting for any other purpose is incidental.

## PART IV. Findings and Recommended Motion

**Design Review Board Recommendations:** The Design Review Board reviewed the proposed amendments at their regular meeting on January 9, 2020 and provided a unanimous (7-0) recommendation on the proposal, with minor modifications as captured within this report, to the Town Council.

**Findings:** These amendments are necessary to implement the stated policies of the CDC which establish the purpose of the lighting regulations as minimizing the unintended and undesirable side effects of residential exterior lighting while encouraging the intended and desirable safety and aesthetic purpose of such lighting. This proposal works to accomplish this providing for additional exterior lighting allowances for safety and aesthetic purposes while maintaining the strict lighting standards and requirements of the CDC to prevent offsite glare a poor lighting design.

### **Proposed Motion:**

Staff recommends the Town Council discuss if they are in agreement with the DRB's recommendation of approval of the proposed CDC changes related to architectural lighting and if those changes are consistent with the CDC concept of aesthetics. If the Town Council is in agreement, then Staff recommends Town Council approval of the proposed amendments with the following proposed motion:

*I move to approve, the first reading of an ordinance amending the Community Development Code Chapter 17.5 Design Regulations, Sections 17.15.12 – Lighting Regulations and Chapter 17.8 – Definitions; and direct the Town Clerk to set a public hearing for February 20, 2020*

*This motion is based on the evidence and testimony provided at a public hearing held on January 16, 2020, with notice of such hearing as required by the Community Development Code.*

*/mh  
/jjm*

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC) AT SECTIONS 17.5.12: LIGHTING REGULATIONS AND CHAPTER 17.8: DEFINITIONS TO ACCOMPLISH THE FOREGOING.**

**RECITALS**

- A. The Town of Mountain Village (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado (the “Constitution”) and the Home Rule Charter of the Town (the “Charter”).
- B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof.
- C. The Town Council may amend the CDC from time to time due to changing circumstances or for general housekeeping purposes. Such an update of the CDC has become necessary for technical corrections, clarifications and consistency.

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

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

- A. The Town of Mountain Village Community Development Code, Title 17 is hereby amended and replaced as set forth in Exhibit A which is attached hereto and incorporated herein.
- B. The Planning Division is directed to codify the amendments in Exhibit A into the CDC.
- C. The Planning Division may correct typographical and formatting errors in the amendments or the adopted CDC.

**Section 2. Ordinance Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_ XX, 2020

A public hearing on this Ordinance was held on the xx<sup>th</sup> day of \_\_\_\_\_ 2020 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 16<sup>th</sup> day of January, 2020**

**TOWN OF MOUNTAIN VILLAGE:**

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

ATTEST:

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

\_\_\_\_\_  
Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this XX<sup>th</sup> day of \_\_\_\_\_, 2020.**

**TOWN OF MOUNTAIN VILLAGE:**

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

ATTEST:

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

\_\_\_\_\_  
Town Clerk

Approved As To Form:

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



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

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2019, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2019 in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_ XX, 2019. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Town Clerk

(SEAL)

## EXHIBIT A

(Language ~~stricken~~ is deleted; underlined language is new.)

A.1: CDC § 17.5.12 is amended as follows:

### 17.5.12 LIGHTING REGULATIONS

#### A. Purpose and Intent

The purpose of the Lighting Regulations is to establish standards for minimizing the unintended and undesirable side effects of residential exterior lighting while encouraging the intended and desirable safety and aesthetic purposes of such lighting. It is the purpose of the Lighting Regulations to allow illumination that provides the minimum and safe amount of lighting that is needed for the lot on which the light sources are located. In addition, the purpose of this section is to protect the privacy of neighboring residents by controlling the intensity of the light source. All exterior lighting shall conform to the standards set forth below.

#### B. ~~Limited Exterior Lighting~~ permissible with review

The basic guideline for exterior lighting is for it to be subdued, understated and indirect to minimize the negative impacts to surrounding lots and public rights-of-way. The location of exterior lighting that meets the requirements of this section shall only be allowed at:

1. Buildings where Building Codes require building ingress and egress doors;
2. Pedestrian walkways or stairs;
3. Plaza areas and other public areas where lighting is required;
- ~~4. Deck or patio areas;~~
4. Surface parking lots;
5. Signs;
6. Address identification or address monuments;
7. Flags;
8. Public art;
9. Driveways;
10. Street lights; and
11. Swimming pools, spas and water features.

#### C. Exterior Lighting that require a Design Variation

Certain types of exterior lighting are permissible with an approved design variation. The intent of these provisions is to provide allowances for exterior lighting that enhances and transforms architectural and structural facades as well as outdoor spaces in a way that meets the criteria of the Design Variation Standards and the Purpose and Intent of the Lighting Regulations.

The following exterior lighting requires a Design Variation to be granted by the Design Review Board pursuant to Section 17.1.11(E)(5); and must otherwise meet the Purpose and Intent of the Exterior Lighting Regulations, Section 17.5.12(A) and the Lighting Design

Requirements provided below at Section 17.5.12(F).

1. Architectural Lighting;
2. Lighting Associated with Outdoor Living Spaces.

**C. D. Prohibited Lighting. The following exterior lighting is prohibited:**

1. Architectural lighting;
- 2 1. Landscape lighting;
- 3 2. Up-lighting;
- 4 3. Flood lighting;
- 5 4. Other lighting not outlined above as permitted or exempt lighting;
- 6 5. Lighting that causes glare from a site or lot to any designated wetlands or other environmentally sensitive areas;
- 7 6. Lighting that causes glare from a site or lot to adjoining property; and
- 8 7. Lighting that produces glare to vehicles within a public right-of-way or access tract.

**~~D.~~ E. Exemptions. The following types of exterior lighting shall be exempt from the Lighting Regulations:**

1. Seasonal lighting, providing individual lamps are less than seventy (70) lumens per linear foot of lighting;
  - a. Seasonal lighting shall not detrimentally affect adjacent neighbors. If the Town determines that such lighting detrimentally affects adjacent neighbors, it may determine such lighting to be a nuisance and require the lighting to be removed.
2. Temporary lighting that is used for theatrical, television, performance area and construction sites;
3. Emergency lighting;
4. Special event lighting approved by the Town as a part of the required development application;
5. Swimming pool and/or hot tub lighting when it is established that no off-site glare shall occur;
6. Lighting of the United States Flag when there is no other down-light option to prevent upward glare;
7. Lighting within public right-of-way for the principle purpose of illuminating streets or roads. No exemption shall apply to any lighting within the public right-of-way when the purpose is to illuminate areas outside the public right-of-way; and,
8. Lighting required by the ski resort operator for the ordinary operation of the ski area snow making installation and operation.

**~~E.~~ F. Lighting Design Regulations.**

1. **Full Cut-Off Fixture Design.** All exterior lighting shall be eighty-five degrees (85°) full cut-off fixtures that direct the light downward without any off-site glare, except as exempted in Section 17.5.12(D).
  - a. Each exterior luminaire shall be fully shielded down directed light sources and shall not exceed 850 lumens, with the exception of residential outdoor pathway and recessed stairway lighting which shall not exceed 300 lumens per luminaire. Lighting for Town owned parking garages shall not exceed 5000 lumens per luminaire.
2. **Required Exterior Lighting Type.** LED lighting or other equivalent high efficacy lighting compliant with this section, shall be used for all exterior lighting. Any fixture with a 0-5 watt lamp shall have a minimum overall luminous efficacy of 30 lumens/watt; any fixture with a 6-15 watt lamp shall have a minimum overall luminous efficacy of 45 lumens/watt.
3. **Maximum Temperature.** The maximum correlated color temperature for all proposed lighting types regardless of lamp type, shall be a minimum of 2,400 degrees Kelvin and shall not exceed 3,000 degrees Kelvin, or may employ amber light sources, filtered LED light sources, or a suitable alternative - with the goal of having a warmer light source.
4. **Lighting for Parking Areas.** Lighting shall be provided for surface parking areas and underground parking garages.
  - a. Surface parking lot lighting shall be located in landscaped areas to the extent practical.
  - b. Parking area lights are encouraged to be greater in number, lower in height and lower in light level.
  - c. Approved parking area lighting shall direct the light onto the parking lot areas only and ensure lower elevation development is protected from glare.
5. **Maximum Height Limit for Lights.** The following light fixture height limits shall be met. The review authority may approve other heights based on site-specific considerations.
  - a. The maximum height for a pole-mounted light fixture shall be twelve feet (12'), as measured from the immediate adjacent grade, either natural or finished. Pole-mounted light fixtures are not permitted or intended to be placed on buildings or structures in order to artificially increase the height allowance or circumvent maximum height allowances.
  - b. The maximum height for a wall-mounted light fixture shall be seven feet (7') above the directly adjacent walking surface or pathway, except for sign lighting that may be higher as reviewed and approved by the review authority to allow for proper illumination of the sign.



c. The maximum height for public surface parking, above ground and/or underground parking garage area lighting shall be fifteen feet (15') above the grade of the parking spaces that are intended to be illuminated. The town would encourage alternative lighting proposals to minimize parking area lighting impacts.

d. Architectural Lighting that obtains a Design Variation pursuant to Section 17.5.12(C) may be permitted to exceed the requirements for Maximum Height Limits.

(\*\*\*)

**A.1: CDC § 17.8 is amended as follows with the proposed definition inserted alphabetically:**

**Chapter 17.8 Definitions**

(\*\*\*)

Architectural Lighting: Lighting that has been designed to reveal architectural beauty, shape, and/or building massing or form; and for which lighting for any other purpose is incidental.

## John A. Miller

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**From:** David Craige  
**Sent:** Monday, January 6, 2020 10:50 AM  
**To:** Jane Marinoff; Adam Miller; Banks Brown; Cath Jett; David Eckman; Ellen Kramer; Greer Garner; Liz Caton; banks (banks@rmi.net); cathjett@gmail.com; caton liz; david c.; David E; ellen kramer (erkramer14@gmail.com)  
**Cc:** Sam Starr; John A. Miller; Michelle Haynes; Christina Lambert  
**Subject:** Re: January 9, 2020 DRB Packet

Good Morning,

I will be attending Lightovation in Dallas this week and unable to attend this weeks DRB meeting. Please find my comments below regarding the proposed reading of Lighting regulations:

Landscape - I have been driving around MV and surrounding areas during the holidays to see the effects of our dark sky community. We need to restrict landscape lighting to fixed position fixtures that do not produce illumination above the horizontal plane of the fixture and can not be aimed toward the sky. I urge DRB to consider BUG (B - Backlight, U - Uplight & G - Glare) standards for these areas. In addition, I would limit the distance from the foundation walls and or outdoor living spaces that landscape lighting would be allowed.

Architectural - I strongly oppose the language of 5d, " Architectural Lighting that obtains a design variation.....may be permitted to exceed the requirements for Maximum Light Limits". Why would we ever allow any exterior lighting design to exceed set standards?

Our night sky is beautiful and with most people in residence over the holidays it was quite apparent that our strict lighting regulations allow everyone in the area to view the stars and planets. It has taken decades for the design community to embrace dark sky regulations so why go backwards? I understand that this will open the door for a design variation to future applicants and urge the board to think about how the night sky in this valley will look as we continue to build.

Respectfully,

David Craige, IALD, CLC

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**From:** Jane Marinoff <JMarinoff@mtnvillage.org>  
**Sent:** Thursday, January 2, 2020 12:50 PM  
**To:** Adam Miller <amctelluride@gmail.com>; Banks Brown <bbrown@mtnvillage.org>; Cath Jett <cjett@mtnvillage.org>; David Craige <dcraige@mtnvillage.org>; David Eckman <deckman@mtnvillage.org>; Ellen Kramer <ekramer@mtnvillage.org>; Greer Garner <ggarner@mtnvillage.org>; Liz Caton <lcaton@mtnvillage.org>; banks (banks@rmi.net) <banks@rmi.net>; cathjett@gmail.com <cathjett@gmail.com>; caton liz <liz.caton@gmail.com>; david c. <dnkraige@me.com>; David E <ddeckman@eckmancm.com>; ellen kramer (erkramer14@gmail.com) <erkramer14@gmail.com>; Greer <garnerdr64@gmail.com>  
**Cc:** Sam Starr <SStarr@mtnvillage.org>; John A. Miller <JohnMiller@mtnvillage.org>; Michelle Haynes <MHaynes@mtnvillage.org>; Christina Lambert <CLambert@mtnvillage.org>  
**Subject:** January 9, 2020 DRB Packet

DRB: See attached for digital DRB Packet. Paper packets are ready for pick-up at the office. Christina please be so kind and upload the attached to the Town website, many thanks. Jane

Jane Marinoff  
Administrative Assistant  
Planning & Development Services  
**Town of Mountain Village**  
**455 Mountain Village Blvd, Suite A**  
**Mountain Village, CO 81435**  
O :: 970.369.8242  
F :: 970.728.4342

Website for CommunityCore for Contractors: : <https://app.communitycore.com>

I am in the office Tuesdays through Fridays for immediate assistance email: [cd@mtnvillage.org](mailto:cd@mtnvillage.org)

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



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**TO:** Mountain Village Town Council  
**FROM:** John Miller, Senior Planner  
**FOR:** Town Council Meeting of January 16, 2020  
**DATE:** January 6, 2020  
**RE:** Resolution Approving a Class 5 Access Tract Dedication Application for Tracts 24-B and F-37A, located at Upper Benchmark Drive

---

## APPLICATION OVERVIEW:

### PROJECT GEOGRAPHY

**Address:** Benchmark Drive Access Tracts 24-B and F-37A  
**Applicants:** 1. Calvin Akin; Lot 386DR  
2. DAMB Properties, LLC; Lot 374R  
3. All Views, LLC; Lot 373R  
**Owner:** TSG Ski and Golf, LLC.  
**Zoning:** ROW Active Open Space

*Figure 1: Vicinity Map*

### Adjacent Land Uses:

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

### ATTACHMENTS

- Exhibit A: Application
- Exhibit B: Improvement Plans
- Exhibit C: Improvement Agreement
- Exhibit C: Resolution



### CASE SUMMARY AND BACKGROUND:

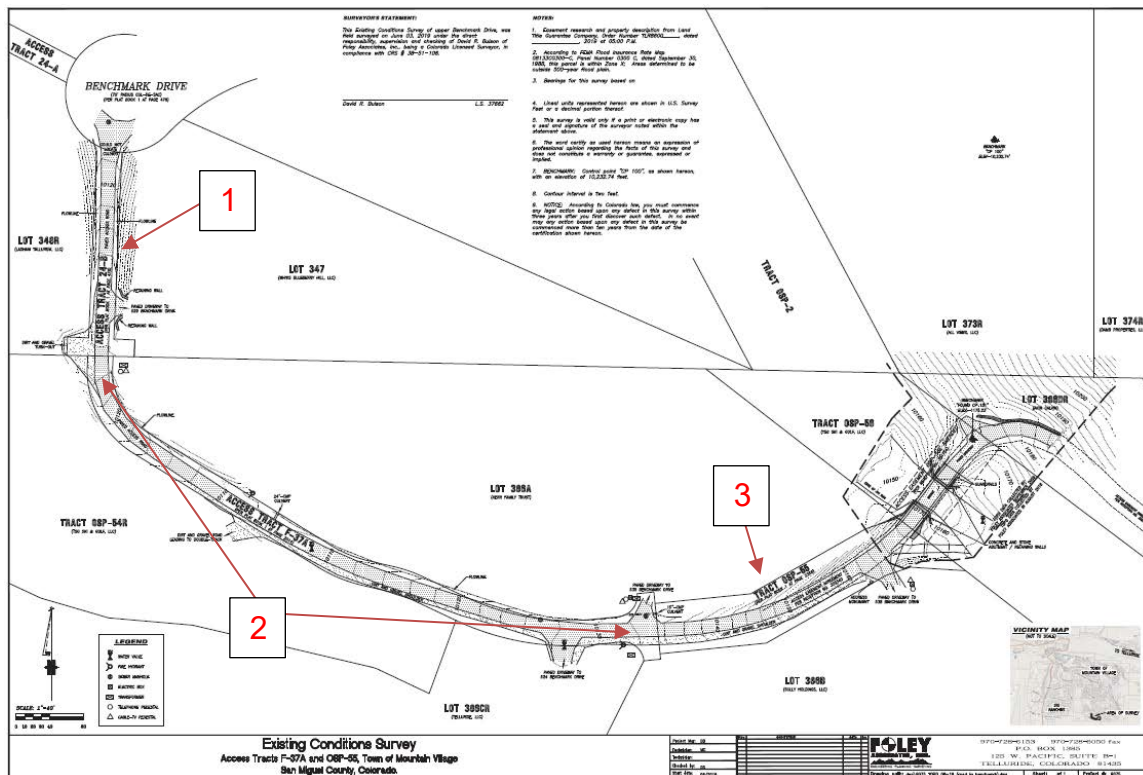
The applicants are proposing with consent from property owner TSG Ski and Golf, LLC (TSG), to dedicate Access Tracts 24-B and F-37A to the Town of Mountain Village to be formally accepted as public right-of-way (ROW). Currently, the access tracts serve as the primary access for a total of eight lots and provide direct access to six developed single-family home lots. Prior to acceptance of any access tracts by the Town, the subject roadway must first meet Town road design standards or must be improved to said standards.



**DISCUSSION:**

Pursuant to a Class 5 Development Application, the Town Council may accept access tracts offered for dedication by property owners if the roadway or driveway has been constructed to meet the specifications provided in the Community Development Code (CDC) Section 17.6.6 Road and Driveway Standards. While there may be some liability associated with the acceptance of accessways, roadways, or driveways, the Town has in the past accepted tracts that have met Town road design standards along with meeting the requirement of serving three or more lots. Although each road dedication is slightly different, generally speaking, ROW acquisitions ensure ease of access for travel, maintenance and snow plowing is maintained into the future. As part of the final Upper Benchmark Improvement agreement, it will be important to ensure that the dedication of the access tracts includes a dedication for any utilities that are located within the future ROW.

“Upper Benchmark Drive”, as described by the applicants, consists of three access tracts in total. Staff has provided the existing condition survey below in order to assist Council with the specific location and ownership of the access tracts in question. It should be noted the tracts below identified as #1 and #2 are both owned by TSG. Additionally, OSP-55 (#3 below) is owned by the Town having been previously conveyed by TSG in 2003.



The applicants have obtained consent from the property owners for this application and have acknowledged that several steps will need to be completed prior to the Town accepting Tracts 24-B and F-37A. The following has been provided by the applicant:

1. With permission from TSG, improve the roadway through Access Tract 24-B and Access Tract F-37A to Town specifications. The Applicants understand that the Town standards require the roadway to be chip sealed. The Applicants are proposing the additional public benefit of performing upgraded work, specifically,

having all necessary patching performed and then conducting an asphalt overlay. [Included] is a 7/16/19 quote from Telluride Gravel to perform the asphalt overlay for Access Tract 24-B, Access Tract F-37A, OSP-55, the bridge and the fire truck turnaround. The Applicants estimate that the Town's portion applicable to OSP-55 is about twenty-five percent (25%) of the work. Telluride Gravel can provide a more accurate breakdown of this portion as this project moves forward. At this time, Staff is not supportive of accepting the roadway unless the entirety of the improvements to all three access tracts is provided by the applicants.

2. Have TSG convey Access Tract 24-B and Access Tract F-37A to the Town, for use as a public right of way.
3. Obtain an easement from TSG to the Town for use of the bridge to access the fire truck turnaround. Also, obtain an easement from the Owner of Lot 386B to the Town for use of the fire truck turnaround.

### **CRITERIA, ANALYSIS, AND FINDINGS**

The criteria to evaluate the request is listed below. The criteria may not be exhaustive and do not diminish the requirements of the applicant to meet all CDC regulations – even if not specifically noted herein.

#### **Chapter 17.6: Supplementary Regulations**

##### **17.6.6: Road and Driveway Standards**

(\*\*\*)

C: Access Tract Standards

(\*\*\*)

2: Acceptance of Access Tracts. Pursuant to the class 5 development application process, the Town Council may accept an access tract that is offered for dedication by the owner(s) of such access tract provided:

- a. The roadway or driveway has been constructed to meet the specification in Figure 6-5. This provision may be waived in the sole and absolute discretion of the Review Authority in exceptional circumstances.

*Staff Note: The applicants have indicated they are willing to bring the Access Tracts up to town roadway standards provided in the CDC. As part of this, they have included an estimate for the required work to be done by Telluride Gravel. This work would be required to be completed prior to town acceptance of the access tracts. Minor road realignments within the access tract may be required as part of these improvements.*

- b. The Town determines that it is in the Town's best interest to accept such access tract.

*Staff Note: The applicants have provided context surrounding this criterion within their submitted narrative, but ultimately it is at the Town Council's sole discretion to determine if acceptance of the access tracts is indeed in the best interests of the Town. The Public Works Department has indicated that the Town has in the past and currently is maintaining the road for snow removal. It may be preferable for the Town to ensure the access tracts are brought into compliance and ultimately conveyed formally. Additionally, the provision of an*

*adequate fire turn around at the terminus of Upper Benchmark would aid greatly in firefighting capacity within this area.*

*On the other hand there may be additional long-term costs associated with increasing infrastructure liabilities but given the exiting nature of this accessway along with the number of homes it serves. It is Town Council's responsibility to make the determination if the acceptance of the access tract is in the best interest of the Town and Town Council may refer to the reasons discussed within this memo in making such a determination.*

- c. *The access tract serves three (3) or more lots or condominium land units.*

*Staff Note: As described within this memo and the submitted narrative, the proposal would serve a total of 8 lots. Of these 8 lots, only 2 are currently vacant.*

*Based on the above criteria, it would appear that the applicants are meeting the requirements of the CDC as it pertains to access tract and roadway dedication. As part of this Class 5 application, a courtesy notice was provided to adjacent property owners, and it should be noted that there were no public comments in opposition to this project. Staff would like to reiterate that ultimately the approval or denial of this application is at the sole discretion of the Town Council's determination that the above criteria has been adequately met.*

**Staff Recommendation:** Staff recommends Town Council approval of the resolution accepting Access Tracts 24-B and F-37A, Benchmark Drive if the Council determines that the applicant meets all criteria listed above in the Staff Memo of record dated January 6, 2020 including that acceptance is in the best interest of the Town.

This recommendation is based on the provision that the applicants will be required to provide for the entirety of the improvements required for Tracts 24-B, F-37A, and OSP-55 as part of the Improvement Agreement for Upper Benchmark Drive.

**PROPOSED MOTION -**

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

**If Town Council determines that Staff's recommendation is appropriate, then staff has provided the following suggested motion:**

*"I move to approve by resolution, the acceptance of Access Tracts F-37A and 24-B, Benchmark Drive, and authorize the Mayor to execute the Benchmark Drive Improvement Agreement in the form substantially similar to the form presented to Town Council."*

/JJM

**Narrative**  
**Application to Accept Dedication of Access Tracts as Public Right of Way**  
**Upper Benchmark Drive**

September 23, 2019

Michelle Haynes, MPA  
Planning and Development Services Director  
Town of Mountain Village  
455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435

Re: Application to Accept Dedication of Access Tracts as Public Right of Way  
Upper Benchmark Drive

Dear Michelle:

Please allow this letter to serve as the Narrative accompanying the Application to Accept Tracts as public right of way.

**Applicants**

There are three (3) co-applicants:

<b>Applicant</b>	<b>Lot</b>	<b>Address</b>	<b>Agent/Attorney</b>
Calvin Akin	386DR	536 Benchmark Drive	Joseph A. Solomon, Esq.
DAMB Properties, LLC (David Baldwin, Manager)	374R	539 Benchmark Drive	W. Herbert McHarg, Esq.
All Views LLC (David Baldwin, Manager)	373R	TBD Benchmark Drive (vacant lot)	W. Herbert McHarg, Esq.

The Applicants have also retained local construction consultant Bill de Alva to assist with this process.

**Access Tracts and Open Space Parcel**

Enclosed is a draft 8/6/19 Existing Conditions Survey prepared by Dave Bulson of Foley Associates Inc.

There are three (3) property parcels at issue. These three (3) segments will be collectively referred to as "Upper Benchmark Drive."

The first two (2) parcels are owned by TSG Ski & Golf, LLC, a Delaware limited liability company ("TSG"). These two (2) parcels are:

1. Access Tract 24-B; and
2. Access Tract F-37A.



Enclosed is TSG's signed consent to this Application. Also, enclosed is a draft quit claim deed.

The third (3<sup>rd</sup>) road segment is OSP-55, which is owned by the Town of Mountain Village. Enclosed is a copy of the 4/17/03 Quit Claim Deed whereby TSG conveyed this parcel to the Town.

### **Properties Served**

Eight (8) properties are served by Upper Benchmark Drive, as follows:

	Property	Owner	Access
1	Lot 347, aka 529 Benchmark Drive	Whitis Blueberry Hill, LLC	Access Tract 24-B
2	Tract OSP-54R	TSG Ski & Golf, LLC	Access Tract F-37A
3	Lot 386CR aka 524 Benchmark Drive	Telluride LLC	Access Tract F-37A
4	Lot 386A aka 535 Benchmark Drive	Kerr Family Trust	Access Tract F-37A
5	Lot 386B aka 538 Benchmark Drive	Sully Holdings LLC	OSP-55
6	Lot 386DR, aka 536 Benchmark Drive	Calvin Akin	OSP-56
7	Lot 374R, aka 539 Benchmark Drive	DAMB Properties, LLC	OSP-56
8	Lot 373R, aka TBD Benchmark Drive	All Views, LLC	OSP-56

The Applicants have reached out to all property owners. Lot 386CR aka 524 Benchmark Drive owner Telluride LLC provided the enclosed 12/11/18 letter of support. The other property owners have not responded.

### **Dedication Requirements**

The Applicants understand that they will need to fulfill the following requirements:

1. With permission from TSG, improve the roadway through Access Tract 24-B and Access Tract F-37A to Town specifications. The Applicants understand that the Town standards require the roadway be chip sealed. The Applicants are proposing the additional public benefit of performing upgraded work, specifically, having all necessary patching performed and then conducting an asphalt overlay. Enclosed is a 7/16/19 quote from Telluride Gravel to perform the asphalt overlay for Access Tract 24-B, Access Tract F-37A, OSP-55, the bridge and the fire truck turnaround. The Applicants estimate that the Town's portion applicable to OSP-55 is about twenty-five percent (25%) of the work. Telluride Gravel can provide a more accurate breakdown of this portion as this project moves forward.

2. Have TSG convey Access Tract 24-B and Access Tract F-37A to the Town, for use as a public right of way. Again, enclosed is a draft quit claim deed.

3. As discussed below, obtain an easement from TSG to the Town for use of the bridge to access the fire truck turnaround. Also obtain an easement from the Owner of Lot 386B to the Town for use of the fire truck turnaround.

### **Standards for Access Tract Dedication**

Town Community Development Code (CDC), sec. 17.6.6(C)(2), sets forth the standards under which the Town may accept an access tract that is offered for dedication:

**2. Acceptance of Access Tracts.** Pursuant to the class 5 development application process, the Town Council may accept an access tract that is offered for dedication by the owner(s) of such access tract provided:

- a. The roadway or driveway has been constructed to meet the specifications in Figure 6-3.
- b. The Town determines that it is in the Town's best interest to accept such access tract.
- c. The access tract serves three (3) or more lots or condominium land units.

**Factor (a): Constructed to Meet Specifications**

Here, the Applicants are willing to bring the Access Tracts up to Town specifications, and beyond as stated above.

**Factor (b): The Town's Best Interest to Accept**

The Applicants respectfully submit it is in the Town's best interest to accept the Access Tracts. The Access Tracts serve a total of eight (8) parcels, six (6) of which have been improved with single family homes.

The Town has been maintaining the Access Tracts (snowplowing) for several years. However, it is appropriate for these roadways to be brought up to Town specifications and for the Town to formally accept maintenance responsibilities. Reasons include the safety and welfare of the property owners served.

**Factor (c) The Access Tracts Serve Three (3) or More Lots**

Again, these Access Tracts serve eight (8) parcels.

**Precedent**

There is precedent for this action. Following is a summary of the six (6) prior access tract dedications that have been accepted by the Town:

12/09/86 Little Prospect Creek Drive  
12/19/96 Adams Way  
07/01/98 Snowdrift Lane  
12/08/99 Larkspur Lane  
01/21/15 Rocky Road A1-F26  
03/21/16 Lone Fir Lane

**Bridge and Fire Truck Turnaround**

The Applicants have recently obtained Town approval to improve the bridge that spans over OSP-56E. Part of this work includes establishing a fire truck turnaround on Lot 386B, just past the bridge. Enclosed is a copy of this proposed turnaround. The Applicants have asked Dave Bulson of Foley Surveyors, Inc. to create an Exhibit showing this turnaround in relation to OSP-56 and Lot 386DR. Again, the Applicants understand that they will be required to obtain an easement from TSG to the Town for use of the bridge to access the fire truck turnaround. The Applicants also understand that they will be required to obtain an easement from the Owner of Lot 386DR to the Town for use of the fire truck turnaround.

**Conclusion**

Thank you for your consideration of this application.



---

Joseph A. Solomon, Esq., Attorney at Law  
Solomon Law Firm, P.C.  
227 West Pacific Avenue, Suite A (physical)  
PO Box 1748 (mail)  
Telluride, Colorado 81435  
office (970) 728-8655 / cell (970) 729-2225 / fax (775) 703-9582  
E-mail: jsolomon@montrose.net  
Counsel for Calvin Akin, Owner of Lot 386DR, aka 536 Benchmark Drive

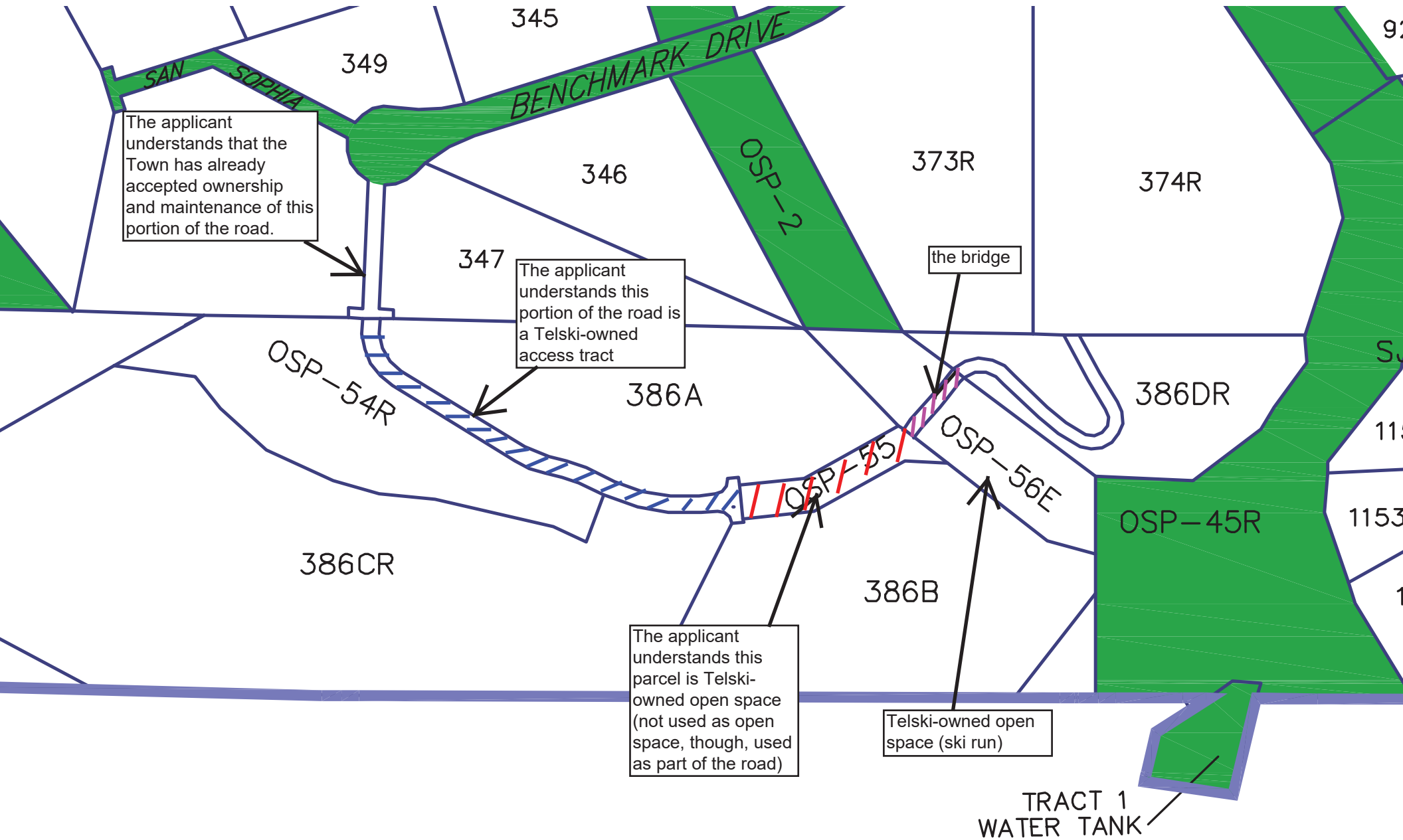


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W. Herbert McHarg, Esq.  
100TH MERIDIAN LAW GROUP, P.C.  
100 West Colorado Avenue, Suite 209 (physical)  
PO Box 306 (mail)  
Telluride, Colorado 81435  
tel (970) 728-6180 / fax (970) 369-0664  
Email: hmcharg@telluridelaw.net  
Counsel for DAMB Properties, LLC, owner of Lot 374R, aka 539 Benchmark Drive, and  
All Views, LLC, owner of Lot 373R

**Enclosures:**

08/06/19 Existing Conditions Survey DRAFT  
04/17/03 Quit Claim Deed OSP-55 (TSG to Town)  
12/11/18 Letter of Support from Telluride LLC  
07/16/19 Telluride Gravel quote  
09/10/19 UE Fire Truck Turnaround  
09/13/19 TSG Consent



The applicant understands that the Town has already accepted ownership and maintenance of this portion of the road.

The applicant understands this portion of the road is a Telski-owned access tract

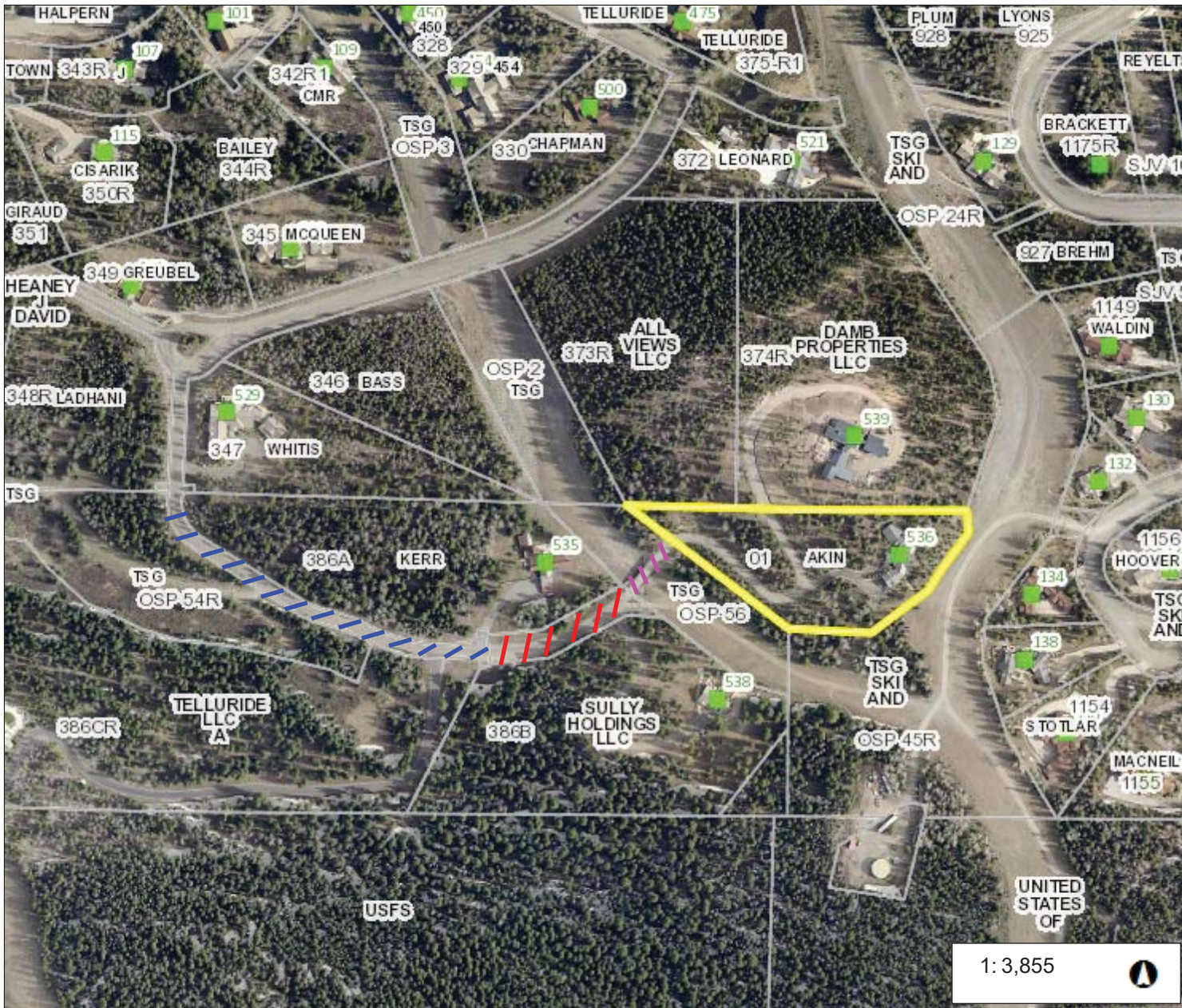
The applicant understands this parcel is Telski-owned open space (not used as open space, though, used as part of the road)

Telski-owned open space (ski run)

the bridge

TRACT 1 WATER TANK



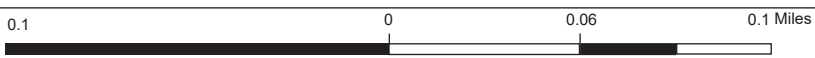


- Legend**
- Owner Names
  - Lot Numbers
  - County Boundaries
  - Structures (addresses)
  - Parcel Boundaries

Map Generated  
 7/25/18 8:49 PM

**Notes**

1:3,855



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION  
[www.sanmiguelcountyco.gov](http://www.sanmiguelcountyco.gov)





## John A. Miller

---

**From:** Sean Satterfield <ssatterfield@ccyarchitects.com>  
**Sent:** Monday, October 21, 2019 9:26 AM  
**To:** John A. Miller; jsolomon@montrose.net  
**Cc:** Alex Klumb; David Ballode; Dodson Harper  
**Subject:** Upper benchmark\_bridge capacity & FD turnaround exhibits  
**Attachments:** Benchmark Bridge Deck Letter.pdf; UE Benchmark FD Turnaround 2019-10-09 Stamped.pdf

John,

Attached are the requested exhibits required for the upper benchmark bridge and turnaround. Included is a letter from REG, the structural engineer for the project, verifying the load capacity of the bridge. The second is a revised drawing from Dave Ballode, in working with Telluride fire, for the FD turnaround on the uphill side of the bridge to be compliant with the town's requirements.

Let us know if you have any questions, or need any additional info.

Best.

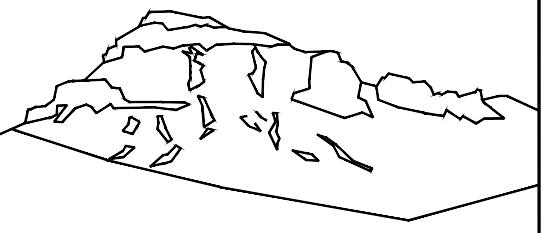
**SEAN SATTERFIELD** AIA, LEED BD+C

**CCY ARCHITECTS**  
AIA US Western Mountain Region **Firm of the Year 2017**

970 927 4925 Office  
ccyarchitects.com

**COTTLE CARR YAW**



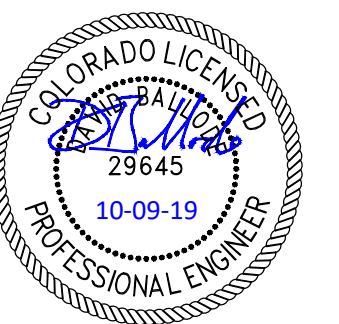


Uncompahgre  
Engineering, LLC

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

SUBMISSIONS:  
SUBMITTAL 2019-10-09

Akin Residence  
536 Benchmark Dr.  
Mtn. Village, CO

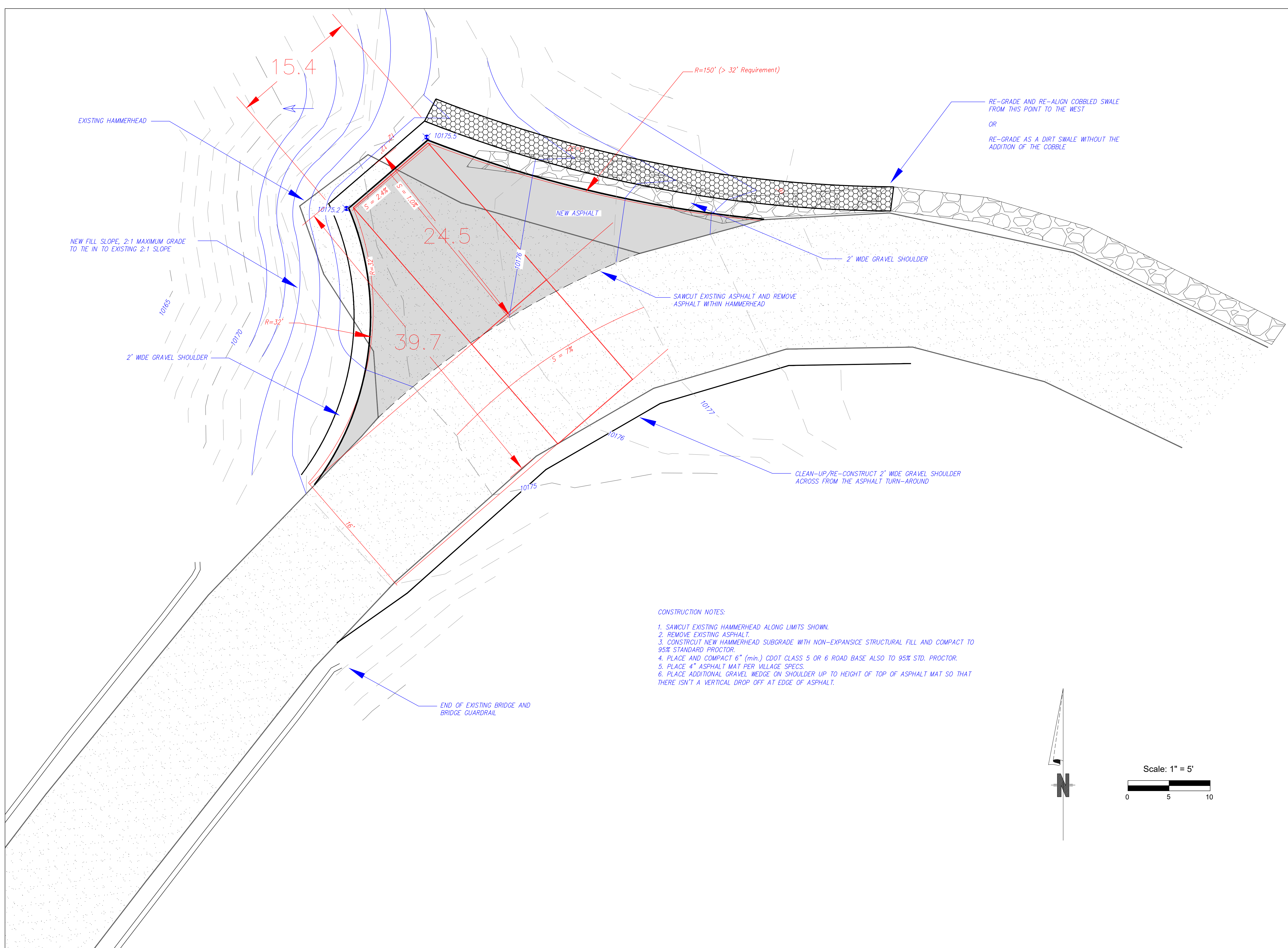


CONTRACTOR TO REVIEW AND COMPARE ALL  
CHAPTERS AND INTERDISCIPLINARY DRAWINGS  
AND REPORT ANY DISCREPANCIES TO THE  
ARCHITECT PRIOR TO ANY FIELD WORK BEING  
DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Fire Truck  
Turn-Around

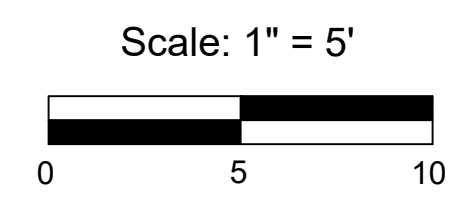
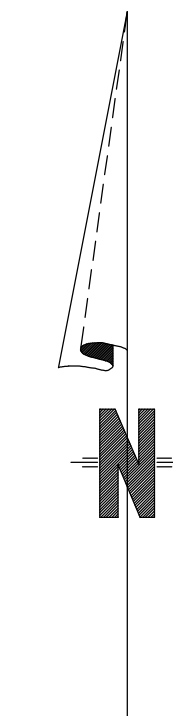
Plan

C1



CONSTRUCTION NOTES:

1. SAWCUT EXISTING HAMMERHEAD ALONG LIMITS SHOWN.
2. REMOVE EXISTING ASPHALT.
3. CONSTRUCT NEW HAMMERHEAD SUBGRADE WITH NON-EXPANSIVE STRUCTURAL FILL AND COMPACT TO 95% STANDARD PROCTOR.
4. PLACE AND COMPACT 6" (min.) CDOT CLASS 5 OR 6 ROAD BASE ALSO TO 95% STD. PROCTOR.
5. PLACE 4" ASPHALT MAT PER VILLAGE SPECS.
6. PLACE ADDITIONAL GRAVEL WEDGE ON SHOULDER UP TO HEIGHT OF TOP OF ASPHALT MAT SO THAT THERE ISN'T A VERTICAL DROP OFF AT EDGE OF ASPHALT.







Uncompahgre  
Engineering, LLC

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

SUBMISSIONS:  
TFPD REVIEW 2018-09-20

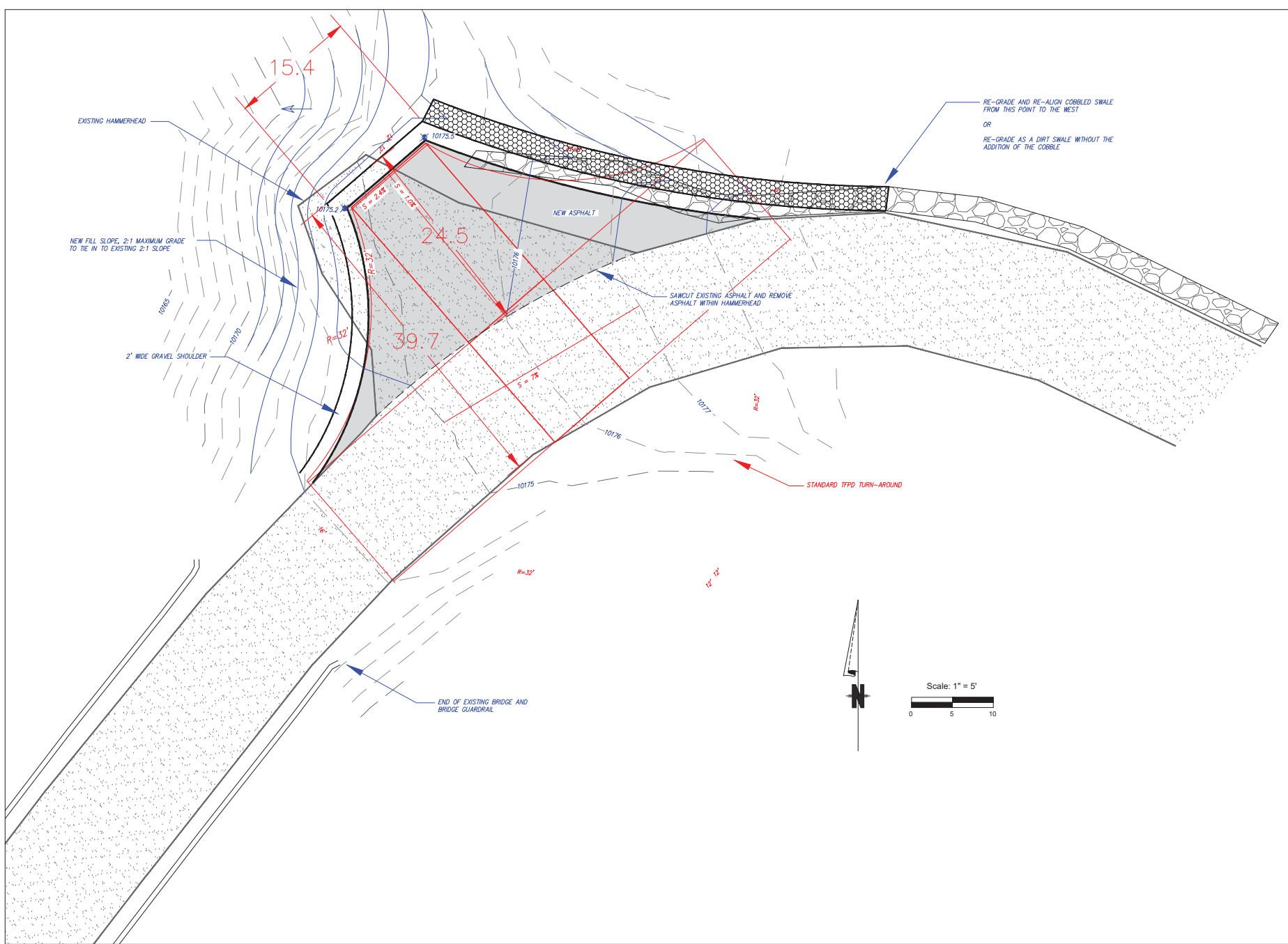
Akin Residence  
536 Benchmark Dr.  
Mtn. Village, CO

NOT FOR CONSTRUCTION

CONTRACTOR TO REVIEW AND COMPARE ALL  
CHANGES AND INTERLOCKS WITH DRAWINGS  
AND REPORT ANY DISCREPANCIES TO THE  
ARCHITECT PRIOR TO ANY FIELD WORK BEING  
DONE IN ACCORDANCE WITH ALL DOCUMENT A001

Fire Truck  
Turn-Around  
Plan

C1





Alex Klumb  
CCY Architects  
970.927.4925  
aklumb@ccyarchitects.com

10.17.19

**Regarding: Benchmark Bridge Deck**

Alex:

Per your request, we have investigated the capacity and code compliance of the bridge deck located at end of Benchmark Drive in Mountain Village, Colorado.

We have reviewed and analyzed the bridge superstructure in a previous report dated 11.6.2018.

We have determined that this bridge was designed and built by Big R Bridge in Greeley Colorado. [www.bigrbridge.com](http://www.bigrbridge.com) Based on the image below from the bridge, which has a serial number and design load, and conversations I have had with one of their in house engineers, Cameron Abernathy, this bridge (including the bridge deck) was designed to HS-20 loading, which at the time was the requirement for highway bridges that includes loading from full size tractor trailers.

In my opinion, this gives us enough information to say that this bridge deck is designed to adequate standards for vehicle loading including full size tractor trailers and there should not be any concern with the structural capacity of the bridge and/or deck.

Sincerely,

A handwritten signature in black ink, appearing to read 'G.D.H.', followed by a long horizontal line extending to the right.

Dodson Harper, PE





2273 River Road  
P.O. Box 3609  
Grand Jct., CO 81502  
(970) 243-4900

www.united-gj.com

An Oldcastle Materials Company



3794 County Road 109  
Glenwood Springs, CO 81631  
(970) 704-4800

13124 6175 Road  
Montrose, CO 81403  
(970) 249-1815

964 CR 63L  
Telluride, CO 81435  
(970) 728-3775

www.telluridegravel.com



<b>To:</b>	Bill De Alva	<b>Contact:</b>	
<b>Address:</b>	177 Nimbus Dr. Telluride, CO 81435	<b>Phone:</b>	970-728-3670
		<b>Fax:</b>	
<b>Project Name:</b>	2019 Upper Bench Mark Drive Overlay	<b>Bid Number:</b>	19221
<b>Project Location:</b>	Upper Benchmark Drive, Mountain Village, CO	<b>Bid Date:</b>	7/16/2019

\*Please review the notes carefully for added details regarding assumptions and exclusions.\*

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>*Upper Benchmark Patching</b>					
01	Mobilize For Asphalt Patching	1.00	EACH	\$550.00	\$550.00
02	Install Asphalt Patch Per Ton (No Prep Included, 2 Ton Minimum)	2.00	TON	\$400.00	\$800.00
<b>Total Price for above *Upper Benchmark Patching Items:</b>					<b>\$1,350.00</b>
<b>*Upper Benchmark Overlay</b>					
03	Mobilization For Overlay	1.00	EACH	\$2,500.00	\$2,500.00
04	Traffic Control (Only Includes Signs, Assumed Road Can Be Closed For Duration Of Work)	1.00	EACH	\$1,000.00	\$1,000.00
<b>Total Price for above *Upper Benchmark Overlay Items:</b>					<b>\$3,500.00</b>
<b>*Overlay - Benchmark To Bridge</b>					
05	Install 1.5" Asphalt Overlay	195.00	TON	\$175.00	\$34,125.00
06	Shoulder Roadway With 3/4" Road Base	2,700.00	LF	\$2.50	\$6,750.00
<b>Total Price for above *Overlay - Benchmark To Bridge Items:</b>					<b>\$40,875.00</b>
<b>*Overlay - Bridge To Baldwin/Akin Intersection</b>					
05	Install 1.5" Asphalt Overlay	58.00	TON	\$175.00	\$10,150.00
06	Shoulder Roadway With 3/4" Road Base	640.00	LF	\$2.50	\$1,600.00
<b>Total Price for above *Overlay - Bridge To Baldwin/Akin Intersection Items:</b>					<b>\$11,750.00</b>
<b>*Overlay - Baldwin/Akin Intersection To Atkin Res.</b>					
05	Install 1.5" Asphalt Overlay For Akin Driveway	35.00	TON	\$300.00	\$10,500.00
<b>Total Price for above *Overlay - Baldwin/Akin Intersection To Atkin Res. Items:</b>					<b>\$10,500.00</b>

**Notes:**

- Our assumptions were based on conversations with Bill De Alva. Along with the assumptions and disclaimers listed, TGI reserves the right to change the above prices due to deviations or changes from the assumptions.
- Should the completed quantities vary from that indicated above, final billing will be based on in-place measurement.
- Shouldering work on Akin's driveway will be done by others.
- Scope of work was not provided. Any items not listed above will be considered extra work and shall be negotiated.
- Over-excavation (due to poor soils) is not included.
- Telluride Gravel reserves the right to postpone work due to weather conditions not conducive to the scope of work.
- Snow removal and frost protection are not included.
- An allowance was not included for the movement or relocation of utilities encountered during construction. If relocation is deemed necessary, extra costs incurred will be negotiated.
- Re-vegetation of disturbed areas caused by construction is not included.
- The standard paving cut off date is October 15th in the Telluride area. Any paving done subsequent to this date will be by specific arrangement predicated upon weather and existing ground conditions.
- It was assumed "spec" weather conditions will be achieved for paving. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee that the pavement will drain.

- If required, adjustments to manhole covers and valve boxes will be done time and material in addition to the contract.
- It is assumed erosion control & storm water management BMP measures, if required, will be done either time and material in addition to the contract, or by others.
- Engineering, surveying and staking are not included.
- Compaction testing and soils analysis is not included.
- All applicable use tax on materials associated with the project are incorporated in the contract price of the project, and will be paid for by Oldcastle SW Group dba Telluride Gravel.
- Permits, bonds, permit fees, and utility company fees are not included.
- If awarded, this proposal will become apart of the contract documents.
- This estimate is valid for 30 days, prices are subject to change after that.

• **STANDARD TERMS & CONDITIONS - QUOTATION & CONTRACT**

1. **Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "Contract"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer may have submitted a purchase order or contract.

2. **Payment.** Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1 1/2%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. **Taxes.** Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. **Suspension:** Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. **Shipment:** Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

• 7. **Warranty.** Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.** Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer.

**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.**

It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of sub grade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.



- 16. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Oldcastle SW Group DbA Telluride Gravel</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jonathan Fike 970-729-1544 jfike@oldcastlematerials.com</p>
---	--



**TSG Ski & Golf, LLC**  
**Consent for Application to Transfer**  
**Access Tract 24-B and Access Tract F-37A, aka Upper Benchmark Drive,**  
**to the Town of Mountain Village**

TSG Ski & Golf, LLC, a Delaware limited liability company (“TSG”), being the record owner of Access Tract 24-B and Access Tract F-37A, aka Upper Benchmark Drive, as well as OSP-56, located in Mountain Village, Colorado, does hereby consent to the joint Application of the following Applicants:

- Calvin Akin, owner of Lot 386DR aka 536 Benchmark Drive;
- DAMB Properties, LLC (David Baldwin, Manager), owner of Lot 374R aka 539 Benchmark Drive; and
- All Views LLC (David Baldwin, Manager), owner of Lot 373R

To transfer Access Tract 24-B and Access Tract F-37A to the Town.

TSG has reviewed the Application, submitted by Joseph A. Solomon, Esq., counsel to Calvin Akin, and by W. Herbert McHarg, Esq., counsel to DAMB Properties, LLC and All Views LLC, and TSG hereby consents to allow the Application to be submitted by the Applicants and processed by the Town, upon the following terms and conditions:

1. This Consent is only for the Applicants to move forward with their Application related to the Access Tracts to be transferred to the Town and related to TSG’s grant of a fire truck easement over the OSP-56 bridge to the Town.
2. This Consent is conditioned upon the Town and the Applicants entering into an agreement concerning the construction of the Access Tracts to Town standards, ongoing maintenance and repairs of the Access Tracts and other issues related to the Access Tracts.
3. TSG understands that Applicant Calvin Akin, owner of Lot 386DR, is establishing a fire truck turnaround on his property, just after the bridge that spans OSP-56. TSG further understands that, as a condition of approving the Application, the Town may require TSG to grant the Town an easement over the bridge for the use of fire trucks. This Consent is further conditioned upon TSG approving the form of such easement, as well as the Applicant and/or Town demonstrating that the bridge over OSP-56 is engineered, built and maintained to withstand weight loads of vehicles, including fire trucks and construction vehicles, expected to travel over this bridge.
4. TSG shall not bear any costs or expenses related to the Application, construction of the Access Tracts to Town standards, ongoing maintenance and repair of the Access Tracts, insurance or any other work or expenses for work noted in the Application, or otherwise, related to transferring the Access Tracts to the Town.

5. Prior to any work commencing on the Access Tracts, to bring the Access Tracts into conformance with Town standards, any person or entity planning to engage in said construction work, must enter into a license agreement with TSG, which license agreement shall contain insurance and indemnity provisions acceptable to TSG.

Upon Town's approval of the transfer of the Access Tracts to the Town, TSG agrees to transfer the Access Tracts to the Town via quit claim deed, and TSG agrees to execute a fire truck easement over the OSP-56 bridge for the benefit of the Town, in such form as shall be acceptable to TSG.

**TSG Ski & Golf, LLC**, a Delaware limited liability company

By:   
\_\_\_\_\_  
Bill Jensen, CEO

Dated: September 13, 2019



## John A. Miller

---

**From:** Finn Kjome  
**Sent:** Tuesday, October 8, 2019 10:02 AM  
**To:** John A. Miller  
**Subject:** RE: Road Dedication Referral

John,  
Public Works supports what the applicant has proposed to as to the improvements and request for the Town of Mountain Village to accept the road once the improvements and easements are in place.  
Finn

Finn Kjome  
Public Works Director  
Town of Mountain Village

---

**From:** John A. Miller <JohnMiller@mtnvillage.org>  
**Sent:** Friday, September 27, 2019 11:01 AM  
**To:** Finn Kjome <FKjome@mtnvillage.org>; Jim Loebe <JLoebe@mtnvillage.org>; Jim Soukup <JSoukup@mtnvillage.org>; Forward jim.telluridefire.com <jim@telluridefire.com>  
**Cc:** jmahoney@jdreedlaw.com  
**Subject:** Road Dedication Referral

Morning all,  
There is a proposed road resurfacing and town-dedication that is proposed at the terminus of Upper Benchmark. Can you all take a look and let me know if there are any concerns. The proposed fire turn around is located to the east of the bridge on private property.

Thanks,  
J

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



## John A. Miller

---

**From:** Jim Boeckel <jim@telluridefire.com>  
**Sent:** Monday, October 21, 2019 11:57 AM  
**To:** John A. Miller  
**Subject:** Re: FW: Upper benchmark\_bridge capacity & FD turnaround exhibits

Thanks John, no problems on my end.

On Mon, Oct 21, 2019 at 9:29 AM John A. Miller <[JohnMiller@mtnvillage.org](mailto:JohnMiller@mtnvillage.org)> wrote:

Jim,

Here is confirmation that the bridge and fire turn around on upper benchmark can meet live load requirements as requested.

Thanks,

J

John A Miller III, CFM

Senior Planner

Planning & Development Services

**Town of Mountain Village**

455 Mountain Village Blvd, Suite A

Mountain Village, CO 81435

O :: 970.369.8203

C :: 970.417.1789

---

# Telluride LLC

---

December 11, 2018

Town of Mountain Village  
Mountain Village, Colorado

Re: Application to Have the Town Accept Dedication of Upper Benchmark Drive

Dear Town of Mountain Village,

Telluride LLC is the owner of the home at 524 Benchmark Drive. Telluride LLC supports the application of Calvin Akin, DAMB Properties, LLC and All Views, LLC for the Town to accept dedication of Upper Benchmark Drive as a Town public right-of-way.

Thank you.



Michael Schulman  
Manager of Telluride LLC

**UPPER BENCHMARK DRIVE  
(ACCESS TRACT 24-B, ACCESS TRACT F-37A AND TRACT OSP-55)  
IMPROVEMENT AGREEMENT**

This Improvement Agreement (this “**Agreement**”) dated as of January 16, 2020 is made and entered into by and between:

The Town of Mountain Village, a home-rule municipality and political subdivision of the state of Colorado (the “**Town**”); and

Calvin Akin (“**Akin**”), DAMB Properties, LLC, a Colorado limited liability company (“**DAMB**”) and All Views LLC, a Colorado limited liability company (“**All Views**”) (collectively “**Applicants**”).

**RECITALS**

- A. Akin owns Lot 386B, aka 536 Benchmark Drive.
- B. DAMB owns Lot 374R, aka 539 Benchmark Drive.
- C. All Views owns Lot 373R, a vacant lot.
- D. TSG Ski and Golf, LLC (“**TSG**”) currently owns Access Tract 24-B and Access Tract F-37A, Town of Mountain Village, Colorado.
- E. The Town of Mountain Village currently owns Tract OSP-55.
- F. Access Tract 24-B, Access Tract F-37A and Tract OSP-55 may hereafter be referred to as “**Upper Benchmark Drive.**”
- G. Upper Benchmark Drive currently serves as the access to seven (7) lots within the Town of Mountain Village, specifically:
  - 1. Lot 347, aka 529 Benchmark Drive;
  - 2. Lot 386CR, aka 524 Benchmark Drive;
  - 3. Lot 386A, aka 535 Benchmark Drive;
  - 4. Lot 386DR, aka 538 Benchmark Drive;
  - 5. Lot 386B, aka 536 Benchmark Drive;
  - 6. Lot 374R, aka 539 Benchmark Drive; and
  - 7. Lot 373R, a vacant lot.
- Collectively, the “**Properties**” or the “**Accessing Lots.**”
- H. Access and utilities serving the Properties is provided from Benchmark Drive, a Town owned road right of way, up and to Upper Benchmark Drive.
- I. The Applicants have requested that the Town accept Upper Benchmark Drive from TSG.



J. The Town finds it in its best interest to accept ownership of Access Tract 24-B and Access Tract F-37A and to establish Tract OSP-55 subject to the terms and conditions set forth in this Agreement, as it benefits multiple lots within the Mountain Village.

Now therefore, the parties, for good and valuable consideration, do hereby acknowledge and agree as follows:

## AGREEMENT

1. Acceptance of Access Tract 24-B and Access Tract F-37A. The Town agrees to accept via Quit Claim Deed, which is attached hereto as **Exhibit A** and incorporated herein, Access Tract 24-B and Access Tract F-37A from TSG (the “**Deed**”) subject to the Applicants completing improvements required to bring Upper Benchmark Drive into compliance with Town standards for access tracts as set forth in the Town’s Community Development Code at applicants sole cost and expense as set forth in section 4 below.

2. Tract OSP-55. The Town agrees that Upper Benchmark Road will be a publicly accessed access tract upon satisfaction of the conditions of acceptance as set forth herein and recording of the Deed.

3. Use of Upper Benchmark Drive. Upper Benchmark Drive shall be a public Access Tract, and shall not be a private drive. Upper Benchmark Drive may be used to provide vehicular and pedestrian access as well as for the installation of utilities as approved by the Town of Mountain Village, for the use and benefit of the Properties (“**Access Tract Improvements**”), as well the Accessing Lots, or any other lot the Town deems, in its sole and absolute discretion, appropriate to use Upper Benchmark Drive. The right for the owners of the Accessing Lots and other lots deemed appropriate by the Town to use Upper Benchmark Drive to use the Access Tract Improvements is perpetual and non-exclusive in nature. Nothing in the Agreement shall be construed to provide the owners of the Accessing Lots or any other lot owner any rights in Upper Benchmark Drive other than to use the Access Tract Improvements for the purposes set forth in this Agreement. The Town shall determine in its discretion and when funds are appropriated, as to when and how Upper Benchmark Drive is maintained similar to other public roads within the Mountain Village including but not limited to repair and maintenance and seasonal snow removal. If requested by one or more owners of the Accessing Lots and approved by the Town in writing, such an owner or owners may elect to cause snow removal to occur on Upper Benchmark Drive outside of Town services at such an owner’s or owners’ cost and expense. In the event such an owner causes, or owners cause, snow removal to occur, such an owner or owners specifically causing such snow removal shall indemnify and hold harmless the Town, its employees, agents and board members from any and all liability, damages (including physical damage to Upper Benchmark Drive as a result of the work), and costs and attorney’s fees directly resulting from such snow removal on Upper Benchmark Drive.

4. Completion of Improvements to Access Tract 24-B and Access Tract F-37A. The Applicants are required to design, construct and install certain Access Tract Improvements according to the current applicable Town road design and utility standards for Access Tract 24-B

and Access Tract F-37A prior to the Town accepting and recording the Deed and prior to the Town performing any maintenance obligations on Access Tract 24-B and Access Tract F-37A. Attached hereto as **Exhibit A** are the applicable Town road design and utility standards. The Applicants shall be required to cause their contractor to provide the Town with a standard two (2) year warranty, approved by the Town prior to construction, for the Access Tract Improvements. The Applicants shall be required to assign such warranties and receive a certificate of completion for the Access Tract Improvements relating to the road improvements prior to the Town accepting and recording the Deed.

5. Improvement Guarantee. In order to guarantee that necessary Access Tract Improvements shall occur, the Applicants shall be required to either: a) post a nonrevocable bond or other acceptable form of collateral in a form acceptable to the Town in an amount equal to one hundred and twenty percent (120%) of the estimated costs to complete the Access Tract Improvements relating to the road improvements on Access Tract 24-B and Access Tract F-37A; or, b) deposit into escrow with a financial institution agreed upon by the parties, an amount equal to one hundred and twenty percent (120%) of the costs for Access Tract Improvements which shall be released upon completion of the Access Tract Improvements, with completion determined at the reasonable discretion of Town. Either of the above options shall be required prior to the issuance of a development permit for the Access Tract Improvements. The Town shall be granted access to such collateral fund if the Access Tract Improvements once initiated are not completed within twelve months of the commencement of construction of the Access Tract Improvements, or such other mutually agreeable date between the parties.

6. Runs with the Land. This Agreement shall run with the land and shall be applicable to, binding upon and inure to the benefit of the parties, their respective transferees, representatives, successors and assigns. This Agreement shall be recorded.

7. Complete Agreement. This Agreement represents the complete understanding of the parties, and any prior understanding and agreements are superseded by this Agreement.

8. Expiration of Agreement. If the Applicants fail to complete the improvements and warranties outlined in paragraph 4 above within five (5) years of the date of approval, this Agreement shall be null and void.

9. Attorney's Fees. In the event of any dispute related to this Agreement, the substantially prevailing party shall be entitled to an award of its costs, including reasonable attorney's fees. Venue for any related to this Agreement shall be proper in San Miguel County, State of Colorado.



State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

DAMB Properties, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
David C. Baldwin, Manager

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by David C. Baldwin, Manager, DAMB Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

All Views LLC, a Colorado limited liability company

By: \_\_\_\_\_  
David C. Baldwin, Manager

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by David C. Baldwin, Manager, All Views LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_



**TOWN OF MOUNTAIN VILLAGE:**

State of Colorado            )  
  ) ss.  
County of San Miguel        )

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Laila Benitez, Mayor of the Town of Mountain Village.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

Approved as to Form:

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

**RESOLUTION OF THE TOWN COUNCIL  
OF MOUNTAIN VILLAGE, RESOLUTION ACCEPTING UPPER BENCHMARK DRIVE  
(ACCESS TRACTS F-37A AND 24-B)**

**RESOLUTION NO. 2020 – 0116 - \_\_\_\_**

- A. TSG Ski and Golf, LLC currently own Upper Benchmark Drive (Access Tracts F-37A and 24-B).
- B. Upper Benchmark Drive currently serves as the access to at least 8 Lots within the Town of Mountain Village.
- C. Upper Benchmark Drive is currently only partially improved.
- D. The owners of Lots 386DR, 374R, and 373R have asked the Town to accept Upper Benchmark Drive from TSG Ski and Golf, LLC.
- E. The Town may accept access tracts if such access tracts meet the criteria as set forth in Section 17.6.6.C.2 including that the Town determined that it is in the Town's best interest to accept such access tract.
- F. The Town finds it in its best interest to accept Upper Benchmark Drive as it serves as key access to several lots within the Town of Mountain Village and through an agreement with the owners of Lots 386DR, 374R, and 373R, the Town can ensure that the access tract is constructed at such owner's costs, to the Town's standards for accepting access tracts.

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

- 1. The Town Council approves accepting deeds for Access Tracts F-37A and 24-B from TSG Ski and Golf, LLC for Upper Benchmark Drive, subject to the owners of Lots 386DR, 374R, and 373R completing the conditions as set forth in the Access Tract Improvement Agreement attached hereto as Exhibit A, and authorizes the Mayor to sign such Agreement in form substantially similar to the attached Exhibit A.

**Section 1. Resolution Effect**

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

**Section 2. Severability**

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

**Section 3. Effective Date**

This Resolution shall become effective on January 16, 2019 (the “Effective Date”) as herein referenced throughout this Resolution.

**Section 4. Public Meeting**

A public meeting on this Resolution was held on the 16th day of January 2020 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved and Adopted** by the Town Council at a public meeting held on January 16, 2020.

**Town of Mountain Village, Town Council**

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

**Attest:**

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

Approved as to Form:

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



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Item No. 22**

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**TO:** Town Council

**FROM:** Michelle Haynes, Planning and Development Services Director & Finn Kjome, Public Works Director

**FOR:** Meeting of January 16, 2020

**DATE:** January 7, 2020

**RE:** Village Court Apartments Update

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**Introduction**

During the budget worksessions, Town Council requested monthly check-ins regarding Village Court Apartments (VCA).

**Village Court Apartments Update**

Finn Kjome, Public Works Director has been assisting at VCA as it relates to assessing maintenance, repair and personnel.

**Building Maintenance Personnel**

We are actively advertising for this position and have received a number of applications. We will begin interviewing candidates mid-month.

**Snow Removal**

The road crew is assisting with keeping the main VCA road loop clear. Public Work assists with snow removal as needed to assure it is being done consistently and early. Kjome will provide a more thorough update at the meeting.

**VCA Resident Committee**

We have received 13 applications for five (5) resident positions on the VCA Resident Committee. The application period will close on January 31, 2020. The VCA committee has a tentative meeting scheduled for February 4, 2020 to interview applicants and formulate a recommendation to Town Council. We anticipate all committee member selections to occur at the regular Town Council meeting in February, together with adoption of bylaws.

**Security**

Key-Pad access code locks have been ordered for buildings 10-14. These are the buildings with enclosed hallways and stairs. The keypads will arrive next week. We will hire a locksmith to install them.

**Interior Hallway Lights**

We have received the fixtures and accessories. The install for March is on target.



#### Removal of personal grills

Residents have been noticed, grills tagged and abandoned personal grills have been removed.

#### Heat registers for older units

These are being ordered this week in the 2020 budget. We are on target for installation.

#### Weatherstripping of windows

Supplies have been received, and subcontractor bids were higher than anticipated. We are pursuing additional bids.

#### VCA Resident satisfaction survey

The new resident committee will assist formulating the questions. The survey will be on the VCA resident work plan in March.

#### Electric sub-metering

We have received supplies, and the third-party electrician has been installing the necessary equipment. Sub-metering buildings 1-9 is on target for completion by early February, ahead of schedule.

#### Removal of bike sheds

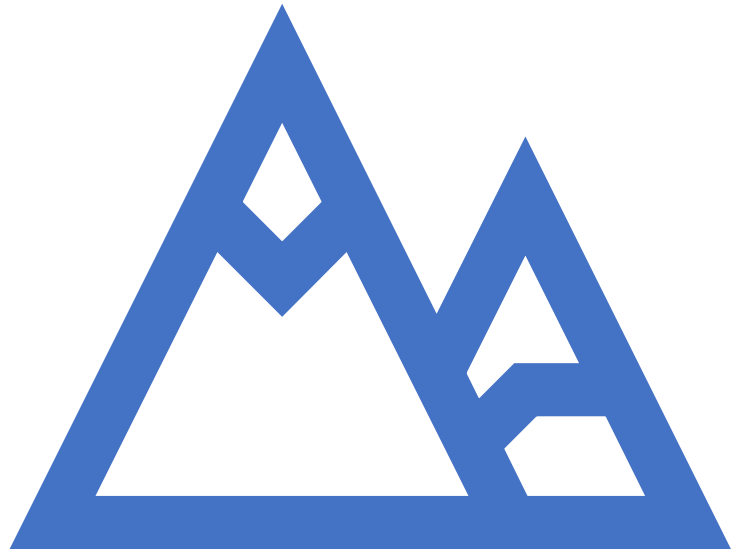
These have been removed from the property ahead of the target.

#### Landscaping

The request for proposal for landscaping has been removed from the budget and work plan. VCA staff will receive advice and assistance with landscaping standards and maintenance from JD Wise's staff.

/mbh & fk





# Lot 640A Mountain View Apartments

Density Transfer and Rezone

John Miller, Senior Planner; TMV

# Overview:

## **PROJECT GEOGRAPHY**

**Legal Description:** *Lot 640A, Telluride Mountain Village*

**Address:** 306 Adams Ranch Road

**Owner:** Telluride Ski and Golf

**Zoning:** Multi-Family

**Existing Use:** Employee Apartments

**Proposed Use:** Multi-Family

**Lot Size:** 2.56 Acres

Request: Applicant is requesting 12 units of employee apartment density be created by the Town; Density Transfer and Rezone to place the 12 units on Lot 640A in accordance with Ordinance 2015-8A.



# Vicinity Map:

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# History of 640A

## Comprehensive Plan Meadows Subarea Plan

- Parcel G – Target density of 91 total deed-restricted units

## Ordinance 2015-8A

- Citizen initiated Ordinance limited total units to 45 Employee Apartment Units

# Existing and Proposed Density

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

<b>Lot</b>	<b>Acreage</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent per Actual Unit</b>	<b>Total Person Equivalent Density</b>
<b>Zoned Density</b>						
640A	2.56	Multi-Family	Employee Apt.	30	3	90
<b>Built Density</b>			Employee Apt.	30	3	90
<b>Unbuilt Density</b>			Employee Apt.	0	0	0
<b>Unbuilt Density after Transfer and Rezone</b>			Employee Apt.	12	3	36
<b>TOTAL DENSITY</b>			<b>Employee Apt</b>	<b>42</b>	<b>3</b>	<b>126</b>

# Proposed Design :







565 Mountain Village Blvd  
 Telluride, CO 81436  
 tel: (970) 728-7418  
 fax: (970) 728-7552  
 www.tellurideskiresort.com

**TSG - LOT 640 A MOUNTAIN VIEW  
 APTS - PHASE 2**

Telluride Ski and Golf  
 LOT 640 A

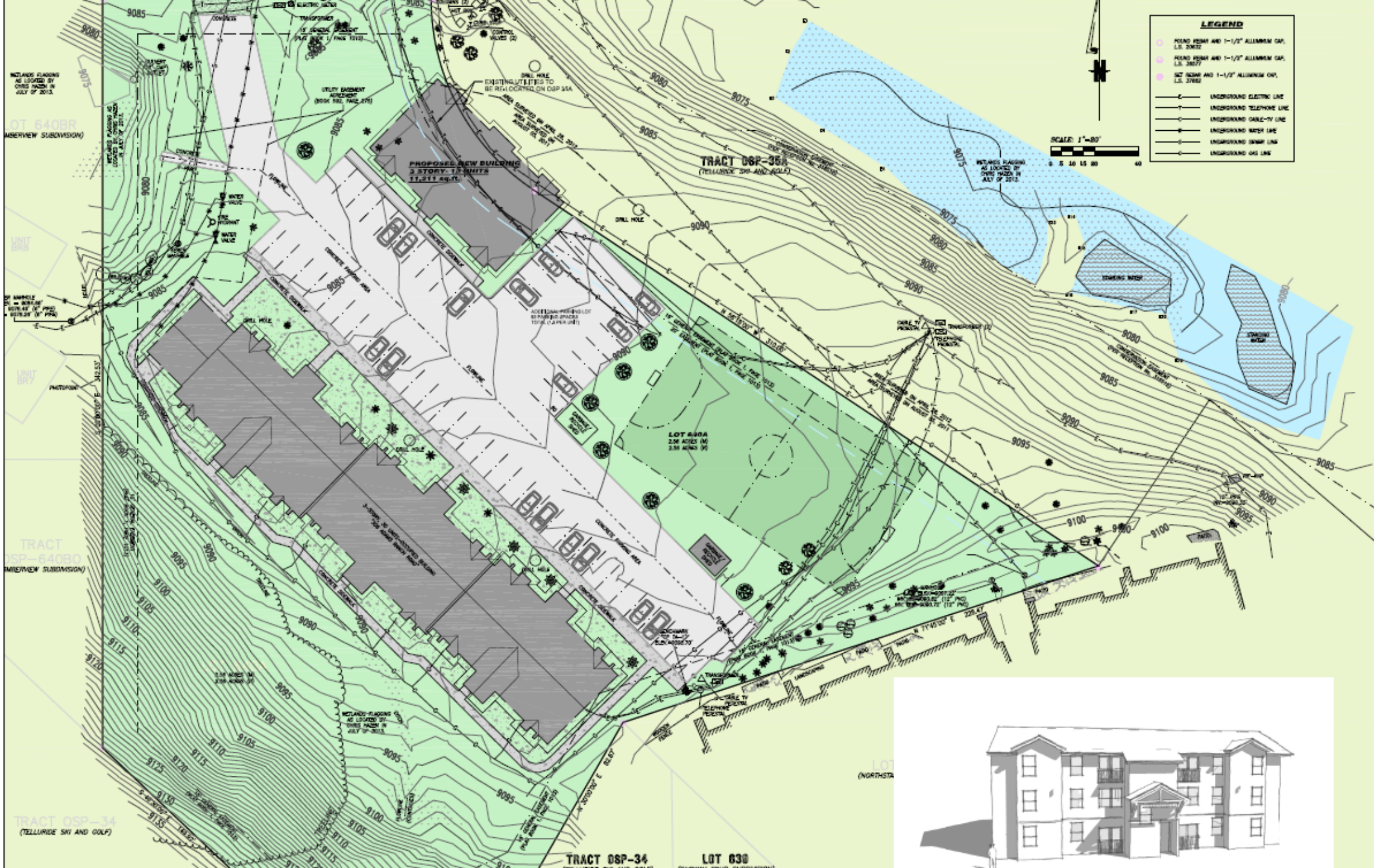
Document Date:  
 Sept. 30, 2019

Document Phase:  
 Schematic Design

REV.	DATE	REMARK
1	6.21.19	CONCEPTUAL SITE
2	8.23.19	CONCEPTUAL SITE ALTS
3	9.26.19	CONCEPT TRANSFER
4		
5		
6		
7		
8		







**LEGEND**

- FOUND PIER AND 1-1/2" ALLUMINA CAP, L.S. 2007
- FOUND PIER AND 1-1/2" ALLUMINA CAP, L.S. 2007
- SET PIER AND 1-1/2" ALLUMINA CAP, L.S. 2002
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND CABLE-TV LINE
- UNDERGROUND WATER LINE
- UNDERGROUND SEWER LINE
- UNDERGROUND GAS LINE

555 Mountain Village Blvd  
 Telluride, CO 81435  
 Tel: (970) 728-7418  
 Fax: (970) 728-7582  
 www.tollundskiandresort.com

**TSG - LOT 640 A MOUNTAIN VIEW  
 APTS - PHASE 2**

Tollund Ski and Golf  
 LOT 640 A

Document Date:  
 Sept. 30, 2019

Document Phase:  
 Schematic Design

REV.	DATE	REMARK
1	5/1/19	CONCEPTUAL #1
2	5/15/19	CONCEPTUAL #2/3/4/5
3	5/20/19	COUNTY TRANSFER
4		
5		
6		
7		
8		

**CONCEPTUAL  
 SITE PLAN "A"**







**TSG - LOT 640 A MOUNTAIN VIEW  
 APTS - PHASE 2**

Telluride Ski and Golf  
 LOT 640 A

Document Date:  
 JAN 7, 2020

Document Phase:  
 Schematic Design

REV.	DATE	REMARK
1	8.1.19	CONCEPTUAL SITE
2	8.12.19	CONCEPTUAL SITE ALTS
3	1.4.20	CONCEPTUAL DEVELOPMENT
4		
5		
6		
7		
8		
9		





565 Mountain Village Blvd  
 Telluride, CO 81435  
 tel: (970) 728-7418  
 fax: (970) 728-7532  
 www.tellurideskiresort.com

**TSG - LOT 640 A MOUNTAIN VIEW  
 APTS - PHASE 2**

Telluride Ski and Golf  
 LOT 640 A

Document Date:  
 JAN 7, 2020

Document Phase:  
 Schematic Design

REV.	DATE	REMARK
1	8.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	1.4.20	CONCEPTUAL DEVELOPMENT
4		
5		
6		
7		
8		
9		

POTENTIAL REPLAT

**A0.2**







# Discussion:



Applicant has provided materials addressing the comments provided at the November Council Meeting. Do these supplemented documents adequately address any remaining concerns.



Remaining Open Space and its future function.

## Next Steps:



Town Council – Density Transfer  
and Rezone




Architectural Design Review



Replat of 640A and adjacent  
open space

# Thank You

 John Miller; Senior Planner

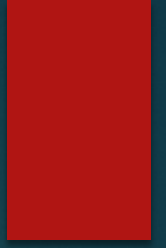
 970-369-8203

 [johnmiller@mtnvillage.org](mailto:johnmiller@mtnvillage.org)



# Lot 27A

BELVEDERE REZONE + DENSITY TRANSFER



# Contents

- ▶ Context Map
- ▶ Belvedere Land Use History
- ▶ Unit Ownership History
- ▶ Review Criteria
- ▶ Comprehensive Plan
- ▶ Additional Conditions of Approval



# Site Geography





# Belvedere Land Use History

2004: DT + RZ to Include:

- 16 Condominium Units
- 31 Lodge Units
- 71 Efficiency Lodge Units

2005: Master Plan:

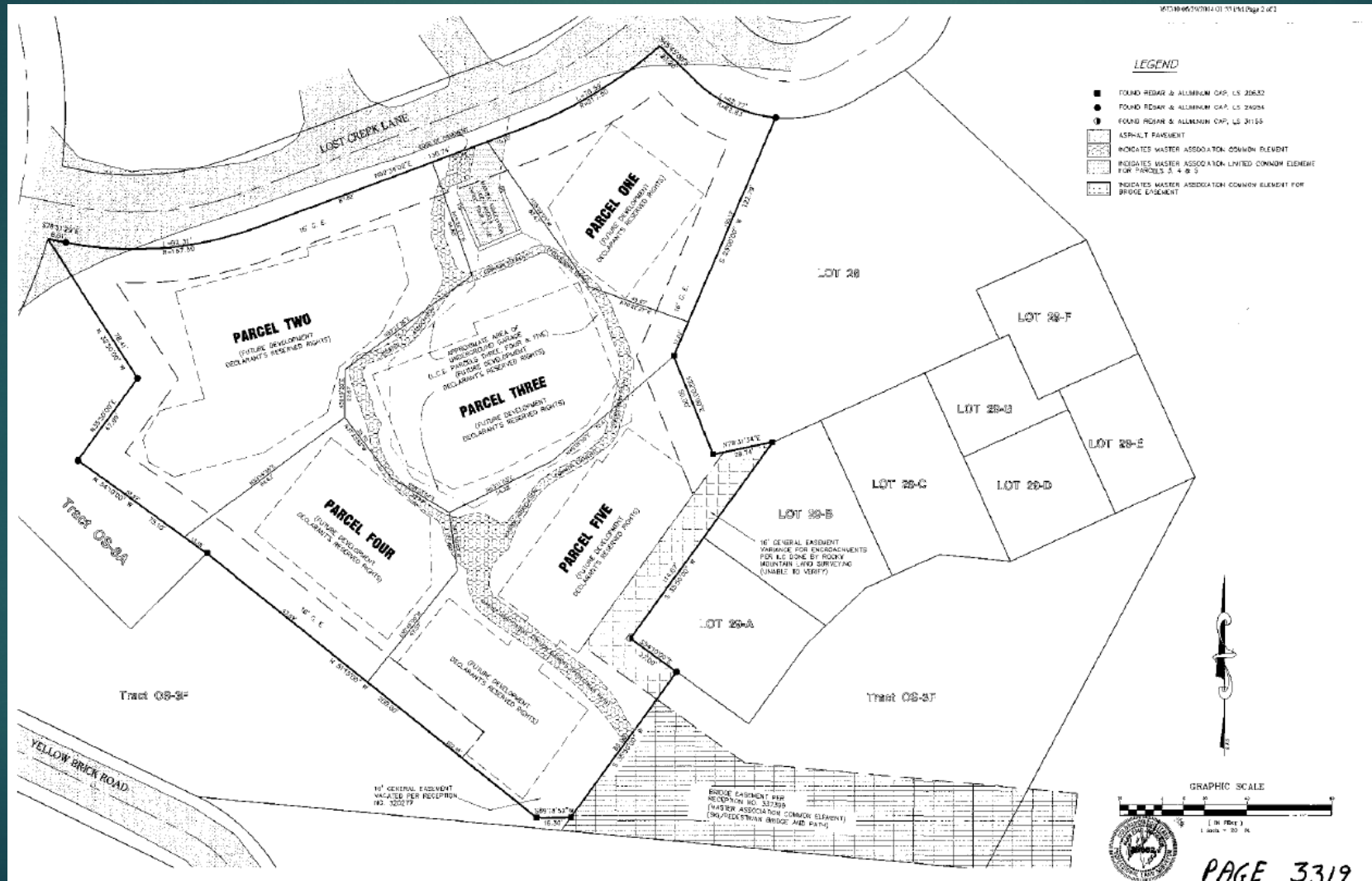
- Submitted by TCH Belvedere
- 5 Phases

Phase One Development:

- 3 Units
  - Unit 1: 2,164
  - Unit 2: 2,137
  - Unit 3: 2,762
  - Pkng : 2,600



# Belvedere Land Use History II



# Belvedere Land Use History III

## 2006: Phase Two Development

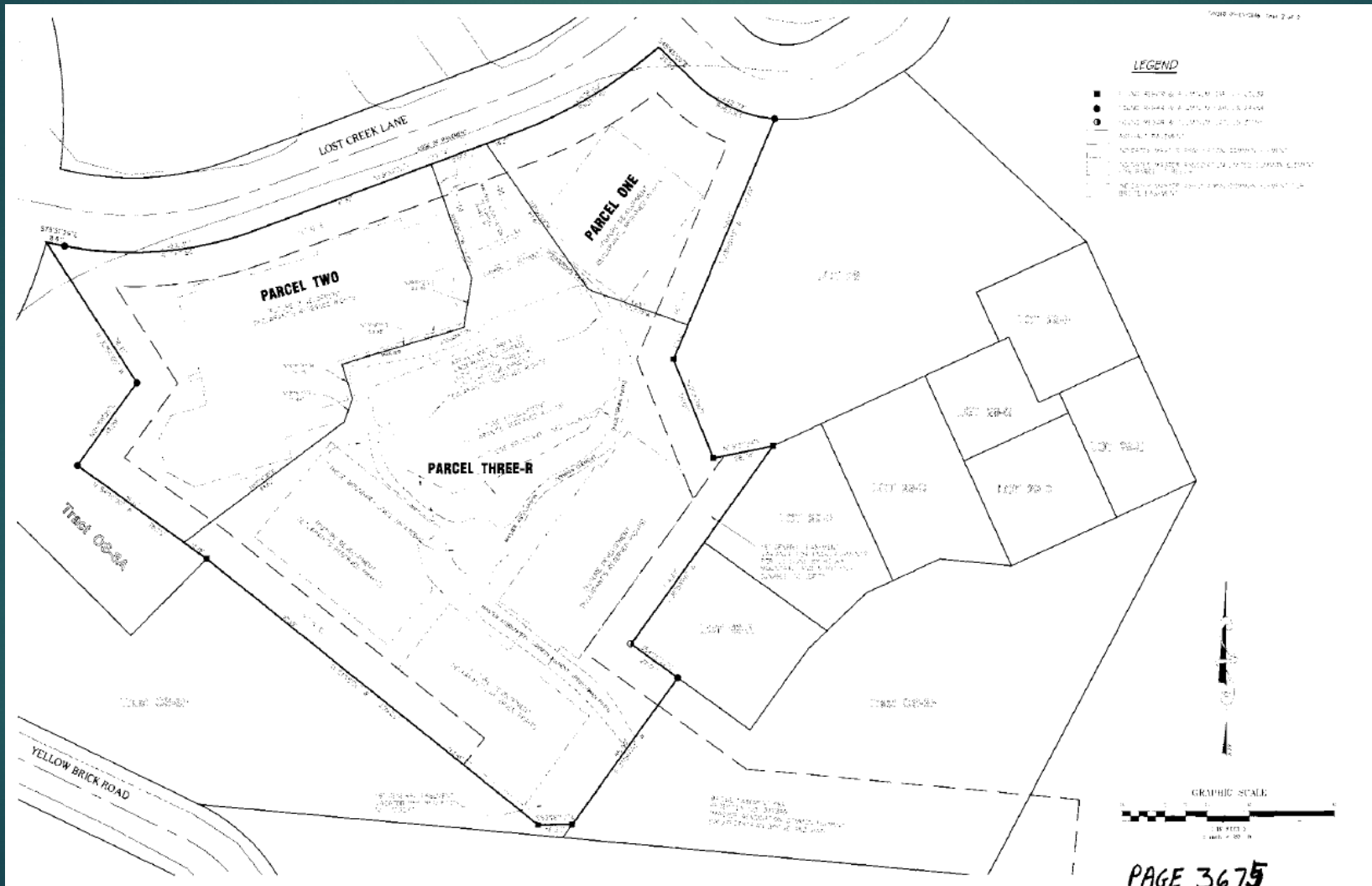
- 6 Units
- 6 Parking Spaces

## Master Plan Replat, DT +RZ

- 3 Phases, not 5
- 27 Condo Units (17 remain)
- 10 Lodge Units (4.125 remain)
- 2 Eff Lodge Units (2 Remain)



# Belvedere Land Use History IV



# Unit Ownership History

2005: Applicants purchase Phase 1 Unit 2

- 2,137 Sq. ft. + Parking

2019: Applicants purchase Phase 1 Unit 3

- 2,732 Sq. Ft + Parking

Carlson Customs Approaches D Harrington and Sam Starr Re: Combination of Units

- 4,869 Sq. Ft Total With Combination
- Convert Unit 2 1<sup>st</sup> +2<sup>nd</sup> Floor Elevator space to living space
- Parking would be Retained
- Density to Density Bank

2020: Design Review Board Meeting



# Review Criteria I

The following criteria shall be met for the review authority to approve a rezoning development application:

- a. The proposed rezoning is in general conformance with the goals, policies, and provisions of the Comprehensive Plan;
- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;
- c. The proposed rezoning meets the Comprehensive Plan project standards;
- d. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;
- e. The proposed rezoning is justified because there is an error in the current zoning, [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;
- f. Adequate public facilities and services are available to serve the intended land uses;
- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and,
- h. The proposed rezoning meets all applicable Town regulations and standards.



# Review Criteria II

The following criteria shall be met for the review authority to approve a density transfer application:

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



# TMV Comprehensive Plan



“Focus high density, mixed-use development in Mountain Village Center by significantly increasing the hotbed inventory to improve the overall economic viability and activity in Mountain Village Center and the town as a whole”

[Foster a] “year-round economy”

“Mountain Village’s economy is vulnerable. This is due to a combination of factors: a dispersed, inadequate hotbed base; annual occupancies that are lower than comparable ski resort communities; and a seasonal economy that has its high point centered on a relatively small number of days in the ski season and festival weekends.”

“maintaining the original planned density of 8,027-person equivalent density”



# Additional Conditions of Approval

- 1) The applicant has agreed to keep 2 parking spaces, above the one parking space requirement, consistent with the DRB's recommendation to Town Council.
- 2) As part of the building permit, the applicant will need to decommission one kitchen to a Wet bar as defined by the CDC, consistent with the definition of a multi-family dwelling unit



THANK YOU



Class 5 Access Tract  
Dedication Application  
for Tracts 24-B and  
F-37A, located at  
Upper Benchmark  
Drive

John Miller; Senior Planner, TMV



# APPLICATION OVERVIEW:

## PROJECT GEOGRAPHY

**Address:** Benchmark Drive Access Tracts 24-B and F-37A  
**Applicants:** 1. Calvin Akin; Lot 386DR  
2. DAMB Properties, LLC; Lot 374R  
3. All Views, LLC; Lot 373R  
**Owner:** TSG Ski and Golf, LLC.  
**Zoning:** ROW Active Open Space

*Figure 1: Vicinity Map*

## **Adjacent Land Uses:**

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

## ATTACHMENTS

- Exhibit A: Application
- Exhibit B: Improvement Plans
- Exhibit C: Improvement Agreement
- Exhibit C: Resolution





## Acceptance of Access Tracts

CDC Section 17.6.6 (C): The Town may accept access tracts pursuant to a Class 5 application if it meets the following criteria:

- The roadway has been constructed to Town Standards.
- The Town determines that it is in the Town's best interest to accept such access tract.
- The access tract serves three or more lots.



# Discussion:



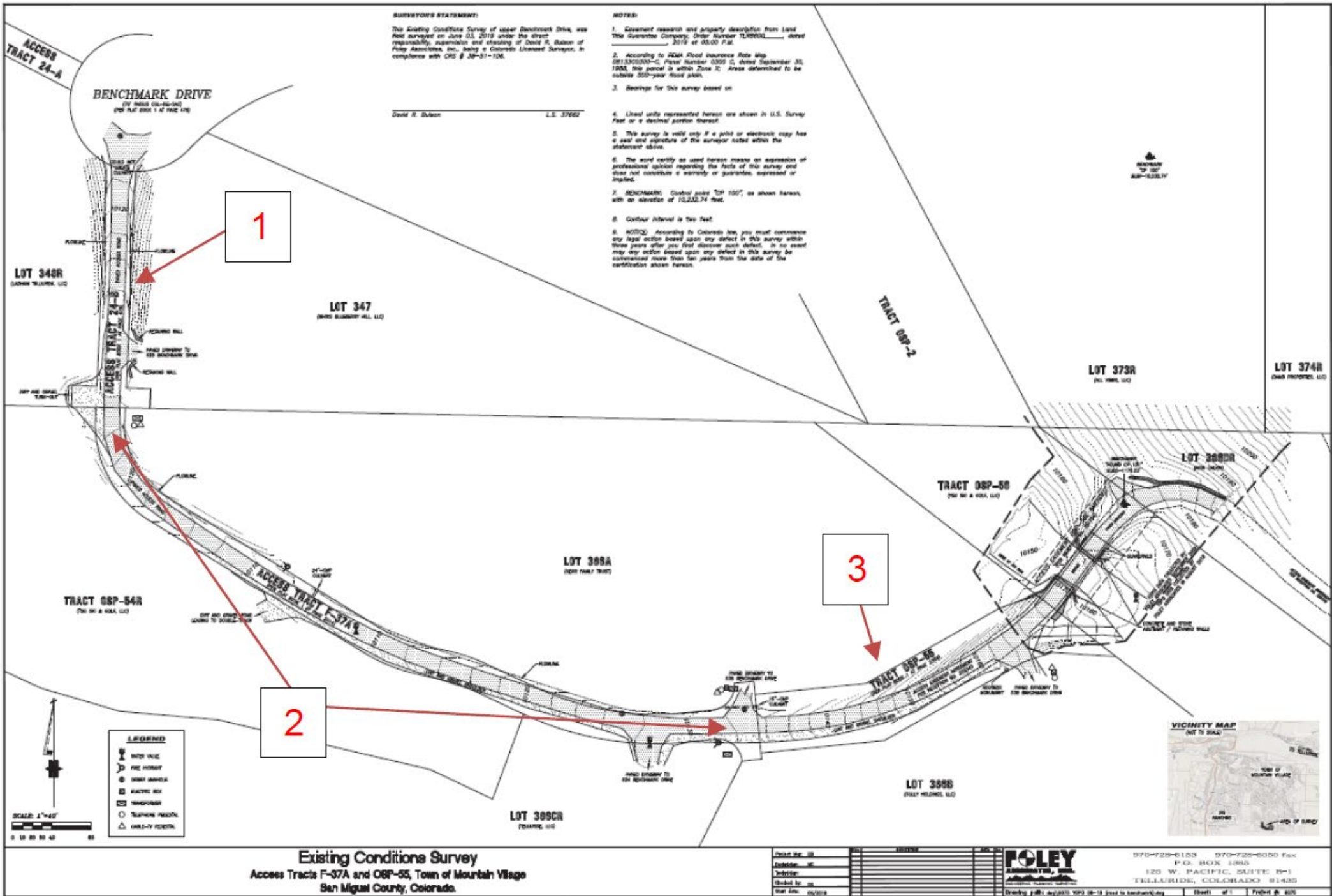
Ownership



Improvement Agreement



Town Interest to Accept



**SURVEYOR'S STATEMENT:**  
 This Existing Conditions Survey of upper Benchmark Drive, was field surveyed on June 03, 2019 under the direct responsibility, supervision and steering of David R. Batten of Foley Associates, Inc., being a Colorado Licensed Surveyor, in compliance with CRS § 39-31-106.

David R. Batten L.S. 37662

- NOTES:**
1. Government research and property description from Land Title Guarantee Company, Order Number 11,000,000, dated 2019 at 05:00 P.M.
  2. According to FEMA Flood Insurance Rate Map 5813302004-C, Panel Number 0300 (I), dated September 30, 1985, this parcel is within Zone X; Areas determined to be outside 500-year flood plain.
  3. Bearings for this survey based on:
  4. Used units represented herein are shown in U.S. Survey Feet or a decimal portion thereof.
  5. This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
  6. The word certify as used herein means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
  7. BENCHMARK: Control point TOP 1007, as shown herein, with an elevation of 10,232.74 feet.
  8. Contour Interval is two feet.
  9. NOTICE: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. It is noted that any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.



1

3

2

**LEGEND**

	WATER VALVE
	FIRE HYDRANT
	SEWER MANHOLE
	ELECTRIC BOX
	TRANSFORMER
	TELEPHONE PEDIESTAL
	GAS-TY PEDIESTAL



**Existing Conditions Survey**  
 Access Tracts F-37A and OBP-55, Town of Mountain Village  
 San Miguel County, Colorado.

Project No.:	019
Location:	San Miguel County, Colorado
Client:	Mountain Village, Colorado
Created by:	DRB
Date:	06/20/19



970-728-6103 970-728-6000 Fax  
 P.O. BOX 1980  
 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81405

# Lots Served:

## Properties Served

Eight (8) properties are served by Upper Benchmark Drive, as follows:

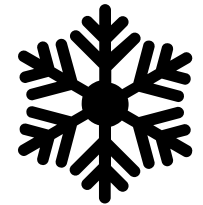
	Property	Owner	Access
1	Lot 347, aka 529 Benchmark Drive	Whitis Blueberry Hill, LLC	Access Tract 24-B
2	Tract OSP-54R	TSG Ski & Golf, LLC	Access Tract F-37A
3	Lot 386CR aka 524 Benchmark Drive	Telluride LLC	Access Tract F-37A
4	Lot 386A aka 535 Benchmark Drive	Kerr Family Trust	Access Tract F-37A
5	Lot 386B aka 538 Benchmark Drive	Sully Holdings LLC	OSP-55
6	Lot 386DR, aka 536 Benchmark Drive	Calvin Akin	OSP-56
7	Lot 374R, aka 539 Benchmark Drive	DAMB Properties, LLC	OSP-56
8	Lot 373R, aka TBD Benchmark Drive	All Views, LLC	OSP-56

The Applicants have reached out to all property owners. Lot 386CR aka 524 Benchmark Drive owner Telluride LLC provided the enclosed 12/11/18 letter of support. The other property owners have not responded.

# Town Interest to Accept the Access Tracts



Bridge and fire truck  
turn around



Snowplowing



# Staff Recommendation and Proposed Motion:

**Staff Recommendation:** Staff recommends Town Council approval of the resolution accepting Access Tracts 24-B and F-37A, Benchmark Drive if the Council determines that the applicant meets all criteria listed above in the Staff Memo of record dated January 6, 2020 including that acceptance is in the best interest of the Town.


This recommendation is based on the provision that the applicants will be required to provide for the entirety of the improvements required for Tracts 24-B, F-37A, and OSP-55 as part of the Improvement Agreement for Upper Benchmark Drive.


## **PROPOSED MOTION -**

**If Town Council determines that Staff's recommendation is appropriate, then staff has provided the following suggested motion:**

*"I move to approve by resolution, the acceptance of Access Tracts F-37A and 24-B, Benchmark Drive, and authorize the Mayor to execute the Benchmark Drive Improvement Agreement in the form substantially similar to the form presented to Town Council."*

# Thank You

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