

<p style="text-align: center;">TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL REGULAR MEETING THURSDAY, FEBRUARY 20, 2020, 8:30 AM 2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL 455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO AGENDA REVISED 2</p>					
	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. January 16, 2020 Regular Town Council Meeting b. Revision to the October 17, 2019 Regular Town Council Meeting Minutes
6.	9:45	10	Johnston	Action	Consideration of a Telluride Regional Airport Authority (TRAA) Appointment: a. One Regular Seat to Replace Lawrence Crosby's Vacated Seat Which Expires July 2023
7.	9:55	10	Broady Stollsteimer	Action	Consideration of Approval of an Amended and Restated Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center Providing Emergency Dispatch Services Throughout Western Colorado
8.	10:05	45	Haynes Mahoney	Work Session	Discussion Regarding Community Development Code (CDC) Amendments to the Planned Unit Development Regulations at CDC Section 17.4.12 and Hotbed Development and Condominium-Hotel Regulations at CDC Section 17.3.15 to Simplify, Clarify and Correct Errors
9.	10:50	20	Haynes Adamson	Action	Mountain Village Housing Authority: a. Consideration of the Village Court Apartments (VCA) Advisory Committee Framework b. Consideration of the Recommendation from the VCA Committee Regarding Five VCA Resident Seats and Appointment of Five Resident Committee Members- <i>Interviews are Optional</i>
10.	11:10	10	Haynes Kjome	Informational	Village Court Apartments (VCA) Monthly Update
11.	11:20	20	Reed Boyko	Action	Consideration of the Creation of a Council Advisory Committee on Compensation and Benefits, Adoption of Bylaws and Appointment of Committee Members
12.	11:40	20	Swain	Informational Action	Finance: a. Presentation of the January 31, 2020 Business & Government Activity Report (BAGAR) b. Consideration of the December 31, 2019 Financials c. Consideration and Ratification of the 2021 Budget Process
13.	12:00	30			Lunch
14.	12:30	30	Soukup	Work Session	Discussion Regarding a Request for Additional Funding for the Fiber to Home Project to Include Fiber from the Curb to the Home and Fiber from Outside the Home to Inside the Home, Condominium or Multi-Family
15.	1:00	30	Miller Applicant	Action <i>Quasi-Judicial</i>	Second Reading, 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
16.	1:30	20	Miller 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 and January 16, 2020 Town Council Meetings</i>) i. First Reading, Setting of a Public Hearing and Council Vote of an Ordinance Regarding a) a Rezone and Density Transfer Application to

					<p>Rezone Blue Mesa Lodge (Lot 42B) Unit 21C from an Efficiency Lodge Zoning Designation to Lodge Zoning Designation</p> <p>ii. Consideration of a Resolution Approving a Variance to the Lodge Parking Space Requirement Pursuant to CDC Section 17.4.16 for Blue Mesa Lodge Lot 42B, Unit 21C</p> <p>b. First Reading, Setting of a Public Hearing and Council Vote of an Ordinance Regarding a Rezone and Density Transfer Application for Blue Mesa Lodge Lot 42B, Unit 20B to Rezone from Efficiency Lodge Zoning Designation</p>
17.	1:50	10	Loebe	Action	Consideration of Approval of a Funding Agreement with SMART to Provide Regional Transportation Services
18.	2:00	5	Miller Applicant	Action <i>Quasi-Judicial</i>	Second Reading, 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
19.	2:05	5	Miller Haynes	Action Legislative	Second Reading, 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
20.	2:10	10	Miller	Action <i>Quasi-Judicial</i>	Consideration of a Resolution Regarding a Minor Subdivision on Lots AR-34, AR-35 and AR-36, 102 Single Tree Ridge, to Remove Existing Town Irrigation Easement on the Property
21.	2:20	20	Mahoney Montgomery	Action	Consideration of a Town Hall Parking and Plaza License Agreement and Town Hall Parking Lot Management Agreement
22.	2:40	15	Soukup Kunz Montgomery	Informational	Staff Reports: a. Technology & Broadband Services b. Human Resources c. Town Manager
23.	2:55	15	Council Members & Staff	Informational	Council Boards and Commissions Updates: a. Telluride Tourism Board-Berry 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.	3:10	10	Dohnal Jett	Action	Consideration of Approval of a Recommendation by the Green Team to Consider Amending the Renewable Energy Mitigation Program (REMP) Worksheet to Allow for the Option to Purchase Off-Site Solar Panels at the Last Dollar Solar Array in Lieu of an Energy Mitigation Payment to the Town
25.	3:20	5			Other Business
26.	3:25				Adjourn

Please note that times are approximate and subject to change.

sj
2/7/2020

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-agenidized 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 JANUARY 16, 2020
REGULAR TOWN COUNCIL MEETING DRAFT**

AGENDA ITEM #5a

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:31 a.m. on Thursday, January 16, 2020 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 (left the meeting at 1:30 p.m.)
Patrick Berry (left the meeting at 2:30 p.m.)
Pete Duprey
Marti Prohaska

The following Town Council members were absent:

Natalie Binder

Also in attendance were:

Kim Montgomery, Town Manager
Susan Johnston, Deputy Town 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
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
Jim Soukup, Chief Technology Officer
Finn Kjome, Director of Public Works
J.D. Wise, Plaza Services Manager

Bill Jensen
Tim Johnson
Mickey Salloway
Stefanie Solomon
Jonathan Greenspan
Lawrence A. Crosby
Julia Caulfield
Matt Hoisch
Paul Wisor
Blake Builder
Kari Clements
Joe Solomon

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)

On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to enter into Executive Session for the purposes 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) at 8:32 a.m.

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

Public Comment on Non-Agenda Items (4)

No public comment was received.

Consideration of Approval Minutes: (5)

Deputy Town Clerk Susan Johnston presented.

a. December 12, 2019 Regular Town Council Meeting

On a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to approve the December 12, 2019 Regular Town Council meeting minutes as presented.

Liquor Licensing Authority: Quasi-Judicial (6)

a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area

Susan Johnston presented. On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted unanimously to approve an application for re-certification of the Mountain Village Promotional Association and Common Consumption area expansion to include the Conference Center Plaza contingent upon State approval of the Modification of Premises application submitted by Telluride Conference Center.

Consideration of a Resolution Designating Posting Locations for the Town's Ordinances and Public Notices (7)

Assistant Town Attorney Jim Mahoney presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to adopt a Resolution designating posting locations for the Town's Ordinances and public notices as presented.

Telluride Regional Airport Authority (TRAA) Bi-Annual Report (8)

Telluride Regional Airport Manager Kenny Maenpa and Board Chair Larry Crosby presented the bi-annual report. Mr. Crosby announced that he will be leaving the Board as of February 13, 2020. The vacancy will be advertised and filled at the February 20, 2020 Town Council meeting. Council discussion ensued.

Consideration of Appointments: (9)

a. One at Large Alternate Seat for a Two-Year Term on the Green Team Committee

Business Development and Sustainability Manager Zoe Dohnal presented. Applications were received from Inga Johansson, Richard Child and Marla Meredith. The Green Team recommendation was Inga Johansson. Council thanked Mr. Child and Ms. Meredith for their interest to serve. On a **MOTION** by Dan Caton and seconded by Patrick Berry, Council voted unanimously to appoint Inga Johansson to the at large alternate seat for a two-year term on the Green Team Committee.

Green Team Quarterly Report (10)

Zoe Dohnal and Green Team Co-Chair Jonathan Greenspan presented the report. Council discussion ensued. Council consensus was to have the Mayor sign a letter of support for SB20-010 repealing the ban on Local Government regulation of single use plastics.

Staff Reports: (11)

a. Business Development & Sustainability

Zoe Dohnal presented her report. Council discussion ensued.

b. Town Manager

Kim Montgomery presented her report. Jim Soukup updated Council on email whitelisting and the fiber network.

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 (This Item was Continued from the November 21 and December 12, 2019 Council Meetings) Quasi-Judicial (12)

Senior Planner John Miller presented. Patrick Berry recused himself due to his affiliation with Telluride Ski & Golf (TSG). Director of Operations Blake Biller and TSG CEO Bill Jensen addressed Council. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted 5-0 (with Patrick Berry recused and Natalie Binder absent) to approve on first reading an Ordinance regarding a 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 to set a second reading, public hearing and final Council vote for February 20, 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.

And to allow Mayor Benitez and Dan Caton to discuss non density transfer and rezone items with the applicant.

The Mayor stepped out of the meeting.

Consideration of Blue Mesa Lodge Rezoning: Quasi-Judicial (13)

- a. **Blue Mesa Lodge Lot 42, Unit 21C (This 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. **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**

John Miller presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to continue the above items to the February 20, 2020 Town Council meeting.

- b. **Blue Mesa Lodge Lot 42B, Units 22A, 22B and 22C**
 - i. **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 Quasi-Judicial**

Planner Sam Starr presented. The Mayor Pro Tem Dan Caton opened the public hearing. No public comment was received. The Mayor Pro Tem closed the public hearing. On a **MOTION** by Marti Prohaska and seconded by Pete Duprey, Council voted 5-0 (Mayor Benitez and Natalie Binder were absent) to adopt 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 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.

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 Legislative (14)

Director of Planning and Development Services Michelle Haynes presented. The Mayor Pro Tem opened the public hearing. No public comment was received. The Mayor Pro Tem closed the public hearing. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Marti Prohaska, Council vote 5-0 (Mayor Benitez and Natalie Binder were absent) to adopt an Ordinance regarding the Community Development Code Amendments to design variations at Section 17.4.11.E.5 and building design, Section 17.5.6 with the following finding:

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

Council took a lunch break from 11:46 p.m. to 12:12 p.m. (15)

Finance: (16)

Director of Finance Kevin Swain presented.

- a. **Presentation of the December 31, 2019 Business & Government Activity Report (BAGAR)**

Mayor Benitez returned to the meeting.

- b. **Consideration of the November 30, 2019 Financials**

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to approve the November 30, 2019 Financials as presented.

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 (This Item has been Continued to the February 20, 2020 Town Council Meeting) (17)

Jim Mahoney presented stating that the details of this item were still being negotiated. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to continue this item to the February 20, 2020 Town Council meeting.

Consideration of a Resolution Regarding a Minor Subdivision on Lot 601, Knoll Estates, to Remove Existing Town Earthwork Easements on the Property Quasi-Judicial (18)

Planner Sam Starr presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to adopt a Resolution regarding a minor subdivision on Lot 601, Knoll Estates, to remove existing Town earthwork easements on the property 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.

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 Quasi-Judicial (19)

Sam Starr presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Marti Prohaska, Council voted 6-0 (Natalie Binder was absent) to approve on first reading an Ordinance regarding a rezone and density transfer to rezone Belvedere, Lot 27, Phase I Units 2 and 3 from two (2) condominium zoning designations units to one (1) condominium zoning designation unit with the following findings and conditions:

Findings:

1. The applicant has the requisite required density of three person equivalents to execute a rezone from condominium to condominium zoning designation.
2. The applicant has met or exceeded the parking requirement of one 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(1) 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 two (2) Condominium units to one (1) 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.
5. The applicant has agreed to keep two (2) parking spaces, above the one (1) parking space requirement, consistent with DRB's recommendation to Council.
6. As part of the building permit, the applicant must decommission one (1) kitchen to a wet bar as defined by the CDC, consistent with the definition of a multi-family dwelling unit.

And to set the second reading, public hearing and final Council vote for February 20, 2020.

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 *Legislative (20)*

John Miller and Michelle Haynes presented. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted 6-0 (Natalie Binder was absent) to approve on first reading an Ordinance regarding a Community Development Code amendment to Section 12.5.12, Lighting Regulations, to allow for architectural and landscape lighting pursuant to the design variation and to set the second reading, public hearing and final vote to February 20, 2020.

Consideration of a Resolution Approving a Class 5 Access Tract Dedication Application for Tracts 24-B and F-37A, located at Upper Benchmark Drive *Quasi-Judicial (21)*

John Miller and Jim Mahoney presented. Attorney Joe Solomon (representative for Cal Akin) provided public comment. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Dan Caton, Council voted unanimously to adopt a Resolution approving a Class 5 Access Tract Dedication Application for tracts 24-B and F-37A, located at Upper Benchmark Drive and to authorize the Mayor to execute the Benchmark Agreement in the form substantially similar to the form presented.

Village Court Apartments (VCA) Monthly Update(22)

Director of Public Works Finn Kjome and Michelle Haynes presented.

Council Boards and Commissions Updates: (23)

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

Other Business: (24)

Patrick Berry announced that he was elected to the Telluride Tourism Board. Council instructed staff to add Telluride Tourism Board to the Council Boards and Commissions updates and remove San Miguel Watershed.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to adjourn the meeting at 1:00 p.m.

Respectfully prepared,

Susan Johnston
Deputy Town Clerk

Respectfully submitted,

Kim Montgomery
Town Manager

DRAFT



TOWN OF MOUNTAIN VILLAGE
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TOWN OF MOUNTAIN VILLAGE MINUTES OF THE OCTOBER 17, 2019 REGULAR TOWN COUNCIL MEETING

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:33 a.m. on Thursday, October 17, 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

The following Town Council members were absent:

Natalie Binder

Also in attendance were:

Kim Montgomery, Town Manager
Susan Johnston, Deputy Clerk
Christina Lambert, Deputy Clerk
David Reed, Town Attorney
Sue Kunz, Director of Human Resources
Chris Broady, Chief of Police
Erica Moir, Police Officer
Kevin Swain, Finance Director
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
Drew Harrington, Chief Building Official
Finn Kjome, Director of Public Works
Jim Loebe, Director of Transit and Recreation
Rob Johnson, Transit Manager
Hector Delgado, Cable Technician
Jim Soukup, Chief Technology Officer
Steven Lehane, Director of Cable & Broadband Services
Cecilia Curry, VCA Manager
Dawn Katz, Director of Mountain Munchkins
Mier Esch
Tracy Boyce
Heather Knox
Wiley Freeman
Alex Shelley

Bruce MacIntire
Tim Johnson
David Averill
Michael Martelon
Cath Jett
Ray Cody
Matt Moir
Riley McIntyre
Mark Martin
Julia Caulfield
Erin Ries
Julia Johnston
Kari Distefano
Marki Knopp
R.F. Scott
Louis Alaia
Susan Alaia
Eliot Brown
Lynne Beck
Ryan Yaseen
Robyn Pale
Virginia Howard
J.J. Ossola
Lexi Tuddenham
Kim Wheels
Paul Hora
Audrey Morton

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)

The Mayor stated that there were no topics for discussion in Executive Session.

Council moved to agenda item 24.

Public Comment on Non-Agenda Items (4)

Public comment was received by Ray Cody.

Recognition of Great Service Award to Officer Erica Moir for Her Life Saving Effort (5)

Chief of Police Chris Broady presented the Great Service Award to Erica Moir for her heroic actions. Council thanked Officer Moir for making a difference.

Consideration of Approval of the September 19, 2019 Regular Town Council Meeting Minutes (6)

Deputy Clerk Susan Johnston presented. On a **MOTION** by Dan Caton and seconded by Pete Duprey, Council voted unanimously to approve the September 19, 2019 Regular Town Council meeting minutes as presented.

Consideration of a Proclamation Declaring October as Domestic Violence Awareness Month (7)

The Mayor read the Proclamation and thanked Riley McIntyre and the San Miguel Resource Center for helping to bring awareness to the issue of domestic violence. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to approve a Proclamation declaring October as Domestic Violence Awareness Month.

Consideration of a Proclamation Declaring October 2019 as Substance Abuse Prevention Month (8)

The Mayor read the Proclamation and thanked Julia Johnson and the Tri-County Health Network for helping to bring awareness to the issue of substance abuse. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to approve a Proclamation declaring October 2019 as Substance Abuse Prevention Month.

Liquor Licensing Authority: (9)

- a. **Consideration of an Application for a Temporary Modification of Premises by Telski Food and Beverage Services, LLC dba Tomboy Tavern to their Liquor License Optional Premises at the Ridge Club Great Room at the Ridge Club for the Fire Festival Event on December 7th, 2019**

Susan Johnston presented. Patrick Berry recused himself due to his employment with Telski. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to approve an application for a Temporary Modification of Premises by Telski Food and Beverage Services, LLC dba Tomboy Tavern to their liquor license optional Premises at the Ridge Club Great Room for the Telluride Fire Festival event on December 7th, 2019 as presented.

- b. **Consideration of an Application for a Special Event Liquor Permit by Telluride Fire Festival at the Great Room at the Ridge Club for an Event on December 7th, 2019**

Susan Johnston presented. Telluride Fire Festival applicant Erin Reis was in attendance to answer questions. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Pete Duprey, Council voted unanimously to approve an application for a Special Event Liquor Permit by Telluride Fire Festival at the Great Room at the Ridge Club for an event on December 7, 2019 as presented.

Marketing Telluride Inc. Quarterly Report (10)

President & CEO of Telluride Tourism Board Michael Martelon presented.

Staff Reports: (11)

- a. **Police Department**

Chief of Police Chris Broady presented.

b. Planning & Development Services

Director of Planning & Development Services Michelle Haynes presented. Council directed staff to consider re-implementing a noxious weed incentive/policy and to implement an educational program for the public to create awareness in the spring.

c. Town Manager

Town Manager Kim Montgomery presented her report and stated that Brad Wilson with Facility Maintenance was the *Great Services Award* recipient for the month of September. Discussion ensued regarding the use of a survey to determine the level of interest in renting and/or purchasing Village Court Apartments/affordable housing. Council directed staff to distribute the survey by email blast, working with Sam Miguel Regional Housing Authority, Telluride Ski & Golf employees, website and paper surveys. Once the survey has been completed and the results analyzed, the VCA sub-committee will present the results to Council who will then decide whether to move forward with the feasibility study.

Finance: (12)

Director of Finance Kevin Swain presented. Council discussion ensued.

a. Presentation of the September 30, 2019 Business & Government Activity Report (BAGAR)

Council discussion ensued.

Consideration of a Resolution Approving the First Amendment to the San Miguel Authority for Regional Transportation (SMART) Intergovernmental Agreement Accepting the Inclusion of the Town of Rico as a Member with All Rights and Duties of a Member (13)

SMART Executive Director David Averill and Rico Town Manager Kari Distefano presented. Council discussion ensued regarding the equitability of adding the Town of Rico. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to approve a Resolution approving the first amendment to the San Miguel Authority for Regional Transportation Intergovernmental Agreement accepting the inclusion of the Town of Rico as a member with all rights and duties of a member.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone Located at Lot 30, 98 Aspen Ridge, Building 100; to Convert a Portion of a Commercial Unit to an Employee Apartment (14)

Senior Planner John Miller presented. Public comment was received from the representative for the applicant, Avventura LLC, Louis Alaia. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to approve on first reading an Ordinance regarding the rezone and density transfer application pursuant to CDC Sections 17.4.9 & 17.4.10 of the Community Development Code, to rezone Lot 30 in order to convert a portion of a commercial unit to an employee apartment unit, based on the evidence and findings provided within the Staff Report of record dated August 2, 2019, and with the following conditions:

1. The requisite Employee Apartment Density is hereby reallocated within Lot 30 and reduces the size of the one commercial unit. The Ordinance shall indicate the change in commercial space and the size of the employee apartment in square feet.
2. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.
3. The Lot list shall be updated to reflect one built and one unbuilt employee apartment assigned to the Lot.
4. A Town of Mountain Village 1997 Deed Restriction shall be executed concurrently with the Ordinance and recorded concurrently for the newly created employee apartment.
5. The density transfer and rezone approval does not preclude other necessary town applications and approvals such as design review (if needed), a building permit and a TMVHA site inspection prior to issuance of a Certificate of Occupancy.

Additional DRB recommended conditions:

6. Prior to the issuance of any Building permit for the conversion of the commercial space to employee apartment, the owner must verify and provide written documentation that the proposal meets all Town Building Department and Town of Mountain Village Housing Authority requirements for the space to be occupied as a dwelling unit.
7. The applicant shall verify livable square footage of the employee apartment along with the square footage of the remaining commercial space, prior to Final Approval of the Density Transfer and Rezone.

And to set the second reading, public hearing and final Council vote for November 21, 2019.

Second Reading, Public Hearing and Council Vote on an Ordinance Regarding Community Development Code (CDC) Amendments to Clarify Zoning Designation Definitions Including but not Limited to Efficiency Lodge, Lodge, Hotel Efficiency and Hotel Zoning Designation Definitions; to Include the Definition of Short Term Accommodations at CDC Chapter 17.8; and to Amend the Density Transfer and Rezone Section of the CDC to Add Criteria to Rezone and Density Transfer Applications when Rezoning from Efficiency Lodge, Hotel or Hotel Efficiency to Lodge Zoning Designations at CDC Section 17.4.9 Rezoning Process (15)

Michelle Haynes presented. Council discussion ensued. The Mayor opened the public hearing. Public comment was received by Louis Alaia, Eliot Brown, Richard Scott, Bruce MacIntire, Marki Knopp and Virginia Howard. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted 5-1 (with Marti Prohaska dissenting and Natalie Binder absent) to adopt an Ordinance regarding Community Development Code amendments to clarify zoning designation definitions including but not limited to Efficiency Lodge, Lodge, Hotel Efficiency and Hotel Zoning designation definitions; to include the definition of Short Term Accommodations at CDC Chapter 17.8; and to amend the Density Transfer and Rezone section of the CDC to add criteria to Rezone and Density Transfer applications when rezoning from Efficiency Lodge, Hotel or Hotel Efficiency to Lodge zoning designations at CDC Section 17.4.9 rezoning process.

Council took a break for lunch from 11:58 p.m. to 12:20 p.m.

Consideration of a Resolution to Approve a Minor Subdivision, Specifically a Lot Line Adjustment Between Tract OS-I-E (Parking Lot) and Lot 1003R2 (Unit A, Grocery Store Building Addition Approximately 600 sq. ft. (16)

Michelle Haynes presented. TMVOA Director of Operations and Finance Garrett Brafford and TMVOA President & Chief Executive Officer Anton Benitez presented an update on the grocery store building remodel and addition. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded Pete Duprey, Council voted unanimously to approve by Resolution a Minor Subdivision application specifically, a lot line adjustment between Lot 1003R2 and Tract OS-1-E to allow for a small building addition to Unit A and associated façade improvements pursuant to CDC Sections 17.4.13 with the findings as outlined in the staff report and subject to the following conditions:

1. The plat and associated easement documents, will be recorded after the construction commences and prior to a final Certificate of Completion in order the accurately measure the increase footprint area of Lot 1003R2 and capture the constructed building overhang.
2. The Applicant will submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval.
3. Staff will review the final proposed plat document to verify consistency with CDC Sections 17.4.13.N. Plat Standards, and CDC Section 3. Plat Notes and Certifications and provide redline comments to the applicant prior to the execution of the final mylar.
4. Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation.
5. As determined by the Town Attorney, the Town and the TMVOA may modify the Existing Perimeter Easement concurrent with recordation of the lot line adjustment

plat.

6. *The town will work with the applicant to finalize the location of the replacement active open space in the equivalent square footage on Lot 1003R2 prior to execution of the final plat per CDC Section 17.3.10.D.*

Second Reading, Public Hearing and Council Vote of an Ordinance Amending the Community Development Code (CDC) Sections 17.1.1 Community Development Department, 17.3.3 Use Schedule, 17.4.2 Overview of Development Processes, 15.5.15 Vending Regulations, and 17.8 Definitions to Remove Vending Regulations from the CDC (17)

Planner Sam Starr presented. The Mayor opened the public hearing. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted 6–0 to adopt an Ordinance amending the Community Development Code Sections 17.1.1 Community Development Department, 17.3.3 Use Schedule, 17.4.2 Overview of Development Processes, 15.5.15 Vending Regulations, and 17.8 Definitions to Remove Vending Regulations from the CDC.

Council moved to agenda item 23.

Consideration of a Request for a Letter of Support Encouraging Congressman Tipton to Put His Input and Support Behind the CORE (Colorado Outdoor Recreation and Economy) Act Rather than the REC (Colorado Recreation Enhancement and Conservation) Act (18)

Sheep Mountain Alliance Executive Director Lexi Tuddenham presented. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Patrick Berry, Council voted unanimously to approve a letter of support encouraging Congressman Tipton to put his input and support behind the CORE Act rather than the REC Act.

Green Team Committee Third Quarter Report (19)

Business Development and Sustainability Manager Zoe Dohnal presented.

Eco Action Partners Update & Mountain Village 2018 Community Greenhouse Gas Inventory Report (20)

Executive Director Heather Knox and Energy Programs Coordinator Kim Wheels presented.

Presentation by San Miguel Power Association: Working Toward Change (21)

Communications Executive Alex Shelley and Manager of Member Services and Marketing Wiley Freeman from San Miguel Power Association presented. Council asked the presenters to provide members with a list of SMPA meetings and board members.

Discussion on Village Court Apartments (VCA) Rent Schedule (22)

This item was continued to the November Town Council meeting.

Discussion on Creation of a Compensation & Benefits Committee (23)

Director of Human Resources Sue Kunz presented. Council discussion ensued regarding the scope of the Personnel Development Committee. The Legal Department will draft the bylaws and charter for the committee. Members will be formally appointed when the bylaws are adopted and consensus was that Patrick Berry, Pete Duprey, Kim Montgomery and Sue Kunz would serve on the committee.

Council moved to agenda item 18.

Council Boards and Commissions Updates: (24)

a. **San Miguel Watershed Coalition-Starr**

1. **Consideration of a Request for a Letter of Support for a Healthy Watersheds Grant Application**

Planner Sam Starr presented. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to approve a letter of support for a Healthy Watersheds Grant Application.

- b. Colorado Flights Alliance-Gilbride
- c. Transportation & Parking-Duprey/Benitez

Council was in support of allowing free parking for electric and hybrid vehicles in Mountain Village parking lots. The parking committee will consider this recommendation and report back to Council.

- 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
- 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 4.

Other Business: (25)

- a. 2020 Proposed Council Meeting Dates

Susan Johnston presented. Council discussion ensued and Council consensus was to accept the dates as presented.

There being no further business, on a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to adjourn the meeting at 3:23 p.m.

Respectfully prepared,

Susan Johnston
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick
Town Clerk

02.20.2020

Staff Memo

Agenda Item # 6

To
Town Council

From
Deputy Town Clerk
Susan Johnston

Re
TRAA Board Appointment

From the TRAA Bylaws:

The Telluride Regional Airport Authority Board is comprised of nine voting members, representing the county and municipalities which combined to create the Telluride Regional Airport Authority. Members of the Telluride Regional Airport Authority Board of Commissioners shall be appointed by resolution of the governing boards of each of the following: San Miguel County, Town of Telluride and Town of Mountain Village. Each of the governing boards of San Miguel County, Town of Telluride and Town of Mountain Village shall appoint three regular voting members to the Board of Commissioners of TRAA. In addition, each such governing board may, in its sole discretion, appoint an alternate member of the TRAA Board of Commissioners, who shall be entitled to vote at properly scheduled meeting of the Board of Commissioners of TRAA in the absence of a regular voting member from the town or county from which said alternate member was appointed.

All members of the TRAA Board of Commissioners shall be taxpaying electors, registered to vote, who reside in the town or county from which appointed for not less than thirty days, or who own taxable real or personal property situated within the boundaries of the town or county from which said member was appointed. A change of residence of a member of the Board to a place outside the municipality or county which he or she represents automatically creates a vacancy on the Board as to that municipality or county. The terms of all members of the TRAA Board of Commissioners shall be four years. At the expiration of the term of any commissioner, a new appointment shall be made by the appropriate governing board; any member may be appointed to succeed him or herself, except as otherwise stated herein.

These are the current representatives for Mountain Village:

Members	Position	Appointed	Term Exp.
Gary Bash	Regular	Aug-16	Aug-20
	Regular	Feb-20	July-23
Richard Child	Regular	Jul-19	Aug-22
Tom Richards	Alternate	Jul-19	Jul-23

Scheduled for appointment at the February 20th Town Council meeting is one regular seat. Current member Tom Richards and Banks Brown have submitted letters of interest. Letters are attached.

Suggested Motion:

Motion to appoint _____ to the TRAA Board to fill the regular seat vacated by Lawrence Crosby expiring in July 2023.

January 27, 2020

Dear Town Council Board Members

I currently hold the position of alternate board member of the Telluride Regional Airport Authority. I would like to formally submit my request to become a full board member. I've been on the board for 6 months, and have just started the education process that's needed to become an active contributor to this board. I would love the opportunity to continue that process.

Thank you so much for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Tom Richards". The signature is written in a cursive style with a large, sweeping initial "T".

Tom Richards
CFO, Telluride Ski & Golf
Tom@Telski.com
970-728-7342

February 8, 2020

Town Council – Town of Mountain Village
Mountain Village, CO

Town Council,

Please accept this letter as my request to represent Mountain Village on the Telluride Regional Airport Authority Board.

It is essential for the Mountain Village to continue to have strong representation on the Airport Authority. The airport is a vital link for the economic sustainability and lifestyle enhancement for the residents and guests of the Village. As a Realtor I know how important the airport is to our client stream and it is equally critical to lodging, restaurants and retail.

I do have a history with the airport in that I was doing the marketing for Telski years ago and was part of the efforts to build the airport. Our team also brought in Mesa Airlines as the first commercial operator. Since then I have been an annual supporter of the airline guarantee program.

The long-term planning and future operating integrity have always been my focus on boards. I am a constructive board member who is respectful and open to the views of fellow members, the public, and staff. I've demonstrated this on other boards I've served on including as President of the Telluride R-1 School District, President of the Aldasoro Home Owner's Company and as Chair of the Mountain Village DRB.

I believe I can represent the Mountain Village and promote our best interests with a position on the Telluride Regional Airport Authority Board.

Thanks for your consideration.

BANKS D. BROWN
LIV Sotheby's International Realty
137 W. Colorado Ave.
Telluride, CO 81435
banks@rmi.net
P 970 729 1100

Agenda Item # 7

TO: Town Council

FROM: Chris Broady, Chief of Police

FOR: Meeting of February 20, 2020

RE: AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING THE ESTABLISHMENT OF THE WESTERN COLORADO REGIONAL DISPATCH CENTER PROVIDING EMERGENCY DISPATCH SERVICES THROUGHOUT WESTERN COLORADO

Mayor and Council Members,

In June 2018, the Western Colorado Regional Dispatch Center (WestCO) Board voted to begin providing emergency dispatch services to all public safety entities in Ouray County. The vote welcomed Ouray County, the City of Ouray, and the Town of Ridgway as voting members of the WestCO Board. It also approved the commencement of dispatch services, on January 1st, 2019, to all seven public safety agencies in Ouray County.

In September 2018 Montrose County Sheriff's Department announced that they would no longer be providing dispatch services to the public safety agencies in Montrose and Ouray counties. (13 agencies) With this announcement, WestCO was asked to assume all dispatch services, to include services to the Ouray County agencies, much quicker planned.

WestCO's physical accommodations and technical resources at the original location were unable to meet the requirements to provide the expanded services. On November 1st, 2018, WestCO physically relocated to the old Montrose County Sheriff's Office Center. The move required network infrastructure additions, equipment upgrades, rerouting of emergency and non-emergency phone lines, training, and additional staff. Prior to the move, WestCO was operating with 7 trained full-time dispatchers, one part time dispatcher, and one supervisor. On November 1st, 2018 WestCO welcomed two full time dispatchers from Montrose County Sheriff's Office center and one part time dispatcher for a total of 9 full time dispatchers and 2 part time dispatchers. To properly cover the consoles authorized staffing was determined to be 18 full time dispatchers, 3 supervisors, and the executive director for a total of 22 FTEs. WestCO currently has 1 executive director, 3 supervisors, 10 fully trained telecommunicators, 7 in training and one open position. Generally, it takes 6 months to fully train a telecommunicator to cover a console.

After services had started, Montrose County requested that a new Intergovernmental Agreement (IGA) be drafted to include them as a voting member on the WestCO Board. The WestCO Board discussed and received input from legal counsel and agreed that an amend and restated IGA is appropriate.

The significant change to the current IGA include the addition of Montrose County, Town of Ridgway, City of Ouray, Ouray County and the Olathe Fire Protection District as voting members of the WestCO Board. There were also some minor language revisions clarifying ownership of equipment in the center and how the Board operates in sub committees.

Mountain Village Legal Counsel has reviewed the new IGA and had no further comments.

RECOMMENDATION/ MOTION

Move to approve the amended and restated Intergovernmental Agreement with the Western Colorado Regional Dispatch Center (WestCO) as presented.

Respectfully,



Chris Broady

Board Members: (voting)

- 1) City of Montrose;
- 2) Montrose Fire Protection District;
- 3) Town of Telluride;
- 4) Town of Mountain Village;
- 5) Telluride Fire Protection District;
- 6) Town of Olathe;
- 7) Montrose County;
 - MCSO
 - WEST END
 - MC POSSE
 - MAFD
- 8) Town of Ridgway;
- 9) City of Ouray
 - Ouray PD
 - Ouray FD
- 10) Ouray County;
 - Ouray SO
 - Ouray EMS
 - Horsefly Fire
- 11) Olathe Fire Protection District;

Less than 1% of call volume (not a voting board member)

- A) Nucla/Naturita Fire Protection District
- B) Black Canyon National Park
- C) Ridgway Fire Protection District
- D) Log Hill Fire Protection District

Total: 19 agencies

**AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING
THE ESTABLISHMENT OF THE WESTERN COLORADO REGIONAL DISPATCH
CENTER PROVIDING EMERGENCY DISPATCH SERVICES THROUGHOUT
WESTERN COLORADO.**

THIS AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2019, by and between the City of Montrose, Montrose County, the Montrose Fire Protection District, the Telluride Fire Protection District, the Town of Telluride, the Town of Mountain Village, the City of Ouray, Ouray County, the Town of Ridgway, the Town of Olathe, and the Olathe Fire Protection District.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S, encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, jurisdictional entities throughout Ouray, San Miguel, and Montrose Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that an advisory board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout Western Colorado; and

WHEREAS, the member jurisdictions and residents of Ouray, San Miguel, and Montrose Counties would benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services for the counties, municipalities, fire protection districts, and emergency medical service providers throughout Western Colorado; and,

WHEREAS, the undersigned governmental jurisdictions wish to establish and maintain a consolidated PSAP known as the “Western Colorado Regional Dispatch Center;” (“WestCO”) and

WHEREAS, the establishment of the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS, some of the parties to this Agreement entered into an Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center on September 21, 2015 and accompanying Bylaws, and WestCO has been in continuous operation since that time; and

WHEREAS, The Board of Directors of the Western Colorado Regional Dispatch Center wish to amend and restate the aforementioned Intergovernmental Agreement and Bylaws;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

I. GENERAL PROVISIONS

The parties to this Agreement agree to support the Western Colorado Regional Dispatch Center (“WestCO” and “Dispatch Center”) and shall comprise the Governing Body represented by the Board of Directors. The Western Colorado Regional Dispatch Center shall provide emergency dispatch services throughout the service area its Members occupy. The operation of the Western Colorado Regional Dispatch Center shall be set forth in this Agreement.

II. THE WESTERN COLORADO REGIONAL DISPATCH CENTER BOARD

- A. Membership.** Membership of the Western Colorado Regional Dispatch Center shall consist of the following Agencies: City of Montrose, Montrose County, the Montrose Fire Protection District, the Telluride Fire Protection District, the Town of Telluride, the Town of Mountain Village, the City of Ouray, Ouray County, the Town of Ridgway, the Town of Olathe, and the Olathe Fire Protection District. . Any future Agency that wishes to join the Western Colorado Regional Dispatch Center as a Member must meet a threshold burden in order to qualify for Membership, which is one percent (1%) of the Western Colorado Dispatch Center’s total services based on that Agencies Computer-Aided Dispatch “CAD” Radio Logs for the prior calendar year. Any individual Agency, or any combination of Agencies who together, meets the aforementioned threshold burden may apply to the Board of Directors for Membership. The Board of Directors must vote to approve a new Member by a two-thirds majority vote of all current Members.
- B. Board Members and Representatives.** A Board of Directors shall act as the Governing Body of the Western Colorado Regional Dispatch Center and shall consist of one representative from each of the eleven (11) members listed below, who each represent a Governmental Entity or Political Subdivision. Each Member’s Governing Board, Council, Commission, or Entity shall select its representative, and shall appoint said representative by formal action or resolution.

MEMBERS:

- 1) The City of Montrose, Colorado;
- 2) The Montrose Fire Protection District;
- 3) The Town of Telluride, Colorado;
- 4) The Town of Mountain Village, Colorado;
- 5) Telluride Fire Protection District;
- 6) The Town of Olathe, Colorado
- 7) Montrose County
- 8) The Town of Ridgway
- 9) The City of Ouray

- 10) Ouray County
- 11) The Olathe Fire Protection District

C. **Administrative Representative.** Under Section V, Subsection (G), the City of Montrose commits to providing support staff and administrative services for the Dispatch Center. So long as the City continues to provide such support services, the City of Montrose may appoint an administrative representative with voting capacity to serve on the Board of Directors. However, the Board of Directors may, at their discretion and by resolution, remove the City of Montrose’s administrative representative. Only voting members, listed under Section II, Subsection (A), shall participate in that resolution.

III. RULES AND REGULATIONS

The Board of Directors of the Western Colorado Regional Dispatch Center may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with this Agreement.

IV. POWERS OF THE GOVERNING BODY

- A. **Dispatch Services.** The purpose of the Western Colorado Regional Dispatch Center, located at 1140 North Grand Ave Suite 100, Montrose, Colorado 81401, is to provide emergency dispatch services throughout the jurisdictions and service areas occupied by its Members. The Board of Directors shall have all authority over personnel at the Western Colorado Regional Dispatch Center and performing services related to this Agreement. The Board of Directors may, from time to time, delegate authority to an employee or employees to manage operations and services provided at the Dispatch Center.
- B. **Reports.** Members of the Western Colorado Regional Dispatch Center shall receive monthly management reports, which shall consist of financial, personnel, and operational information. Upon request, the Board of Directors shall also receive monthly dispatch reports, which shall provide the following information, CAD incidents, CAD radio log, and radio push to talk. Members are entitled to receive any additional reports or information concerning the financials, management, and operations of the Western Colorado Regional Dispatch Center upon request, allowing a reasonable time for response depending on the scope of the report. Members shall not be charged for any requested report or information.
- C. **Ownership of Records and Data.** All records of the Western Colorado Regional Dispatch Center related to calls dispatched, including electronically stored data, geographic information system (“GIS”) data, computer aided dispatch (“CAD”) data, and audio tapes, shall be collectively owned by the Members. Copies of any such records may be made at any Member’s request, and shall not be disposed of without prior authorization from, or in compliance with a retention schedule adopted by, the Board of Directors.

- i. **Access to Data.** Each Member shall have access to all data and audio recordings maintained by the Dispatch Center for use in internal analysis and criminal investigations. It is the responsibility of each Member to provide any criminal justice records for case filing purposes directly to the respective courts or district attorney's office(s).
- ii. **Colorado Open Records Act.** Records owned, created, or maintained by the Western Colorado Regional Dispatch Center shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.

D. Separate Legal Entity. Part 2, Section 203 of Article 1, Title 29, C.R.S, allows any combination of counties, municipalities, special districts, and other political subdivisions of the State of Colorado to enter into a contract to establish a separate legal entity. The parties to this agreement hereby establish and support a separate legal entity that is the Western Colorado Regional Dispatch Center.

V. ADMINISTRATION

- A. **Operational Bylaws.** All members to this Agreement hereby approve the Bylaws of the Western Colorado Regional Dispatch Center, attached and incorporated as *Exhibit A*.
- B. **Administrative Core Team.** It is the overriding and critical desire of all Members to ensure that the working relationship of all Parties to this agreement remain strong and united. To accomplish that objective, the Parties may form an Administrative Core Team, which may comprise the Officers of the Board of Directors and the Executive Director. Administrative Core Team Meetings may be called by any member, upon seventy-two hours advance notice. All decisions made by the Administrative Core Team must be ratified by the Board of Directors. The Administrative Core Team may consider the following:
 - i. **Operating Procedures.** The Administrative Core Team may develop and establish Standard Operating Procedures and Dispatch Performance Standards for the Dispatch Center.
 - ii. **Purchasing Procedures.** The Administrative Core Team may establish purchasing procedures for equipment and services necessary to provide emergency dispatch services.
 - iii. **Personnel Matters.** The Administrative Core Team may establish employee regulations and make staff recommendations for the Dispatch Center.

- iv. **Budget.** The Administrative Core Team may draft a preliminary budget for the upcoming fiscal year to present to the Board of Directors.
- v. **Dispute Resolution.** The Administrative Core Team will conduct preliminary discussion of all disputes, between Members, or otherwise, and may discuss with legal counsel.
- vi. **Matters of Concern.** The Administrative Core Team may consider other matters of concern related to the operation and management of the Western Colorado Regional Dispatch Center, this Agreement, or any future agreements.

C. **Capital Equipment Purchases.** It is necessary to purchase hardware, software, and all other equipment necessary to serve the needs of the Dispatch Center and provide dispatch services. All Parties to this Agreement agree that on the date of execution of this Agreement, all personal property used by or purchased by WestCO is the permanent property of WestCO, as a separate legal entity, regardless of how acquired. No agency will be refunded any property or money if that Agency chooses to terminate its membership or this Intergovernmental Agreement. All purchases must be made in compliance with budget and purchasing procedures approved by the Board of Directors, and will be incorporated into the Budget described in Section D, below.

D. **Budget.** Each member agrees to pay a pro-rated share of the costs to operate WestCO. The costs allocated to each member shall be assessed based on the actual percentage of total resources used by that member. The assessments shall be estimated and set forth in the Annual Budget, as described below, which shall be approved by the Board of Directors. However, each member agrees that it is responsible for actual costs, once those are determined after services provided, even if such costs are higher than projected in the Annual Budget. The formulation of an Annual Budget for Dispatch Services shall be by mutual agreement of the Board of Directors and shall include an estimate of the operational costs for each Member.

- i. **Preliminary Budget.** An initial preliminary planning budget and cost estimates for Dispatch Services for the next fiscal year shall be presented to the Board of Directors on or before July 31 of each year.
- ii. **Recommended Budget.** No later than August 31, each Member shall provide the Recommended Budget to their Governing Board, Council, or Entity for comment.
- iii. **Final Budget.** The Final Budget for Dispatch Services for the next fiscal year shall be approved by the Board of Directors no later than September 30 of each year.

- iv. **Default Budget.** In the event the Board of Directors fails to pass a resolution approving a Final Budget, the Default Budget for the upcoming fiscal year shall be capped at a three percent annual inflation increase of the current budget.
- E. **Billing: WestCO shall invoice each member its actual share of costs on a quarterly basis, and each member agrees to remit payment of that invoice within thirty (30) days of the end of each quarter.**
- F. **Employees.** The Board of Directors shall have the authority to hire individuals to perform operational and administrative duties for the Western Colorado Regional Dispatch Center, including but not limited to a Dispatch Center Director, Financial Officers, Managers, and Dispatchers. Employees of the Western Colorado Regional Dispatch Center shall receive compensation for their services, which shall be paid out of the yearly budget.
- G. **Administrative Services.** The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in this Agreement nor the Bylaws shall compel the Board of Directors to exclusively utilize nor shall the Board provide the City of Montrose compensation for these administrative services. An appendix of services provided shall be attached and incorporated as *Exhibit B*.

VI. BOOKS AND RECORDS

- A. **Records and Accounts.** The Board of Directors shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits or exemptions, and such records shall be open to inspection at any reasonable time by members, their attorneys, or agents.
- B. **Annual Audit.** The books and records of the Board of Directors shall be subject to an annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

VII. DEFAULT

- A. **Intent to Terminate.** In the event that any Member fails to pay its share of the operating expenses due or to perform any of its covenants and undertakings under this Agreement, the Governing Authority shall consider that Member in default and shall provide written notice of intent to terminate the defaulting Member's from membership in the Board of Directors of the Western Colorado Regional Dispatch Center. Notice of default shall be provided to the defaulting Member's Governing Board, Council, or Entity, providing such Member thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting member shall no longer have voting rights as a Member, shall not be entitled representation as a Member on the Board of Directors, and shall not receive services from the Dispatch Center.

- B. Forfeiture.** Any Member which is terminated under the provisions of this Section shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Governing Body to which the Member may otherwise be entitled upon the dissolution of this Agreement. This Section is not intended to limit the right of any Member to this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

VIII. TERMINATION OF AGREEMENT

- A. Term.** This Agreement shall be in full force and effect upon execution of this Agreement by all of the Members to this Agreement, and shall continue in full force and effect, subject to amendments and addendums, or until sooner terminated by a majority vote of the Members.
- B. Termination.** Any Member's participation in this Agreement may be terminated by written notice from the Member or Members to the Board of Directors at least sixty days prior to January 1 of any given year. Upon termination, the terminating Member shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds, acquired or held by the Board of Directors.
- C. Dissolution.** Upon termination of the Western Colorado Regional Dispatch Center by mutual agreement of a majority of the Members to this Agreement, the powers granted to the Board of Directors under this agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and monies required to be held pursuant to this Agreement.
- D. Appropriation.** Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

IX. MISCELLANEOUS

- A. Notices.** Any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, or sent by certified mail, postage prepaid to the Members at the addresses as set forth on each attached signature page.
- B. Insurance.** The Board of the Directors of the Western Colorado Regional Dispatch Center agree to procure and maintain the following insurance coverages:
- i.** Workers Compensation Insurance that compliant with the Colorado Workers Compensation Act found under C.R.S. Section 8-40-101, *et seq.*

- ii. General Liability Insurance, including without limitations, insurance covering employment related claims, and;
 - iii. Property Insurance to cover all Dispatch Center property, including equipment and facilities utilized by the Dispatch Center.
- C. **Amendments.** This Agreement may be amended by the Board of Directors from time to time. Any such amendment must be in writing and executed by the majority of the Members to this Agreement.
- D. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Montrose County, Colorado.
- E. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- F. **Integration.** This Agreement constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any party with respect to the subject matter of this Agreement.
- G. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.
- H. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and each of their respective successors, assigns, or heirs.
- I. **Governmental Immunity.** Nothing in this Agreement shall be construed or deemed as a waiver of any and all rights and immunities of any Party, any Director, Officer, or Employee under the Colorado Governmental Immunity Act, codified under C.R.S. Section 24-10-101, *et seq.* Further, nothing in this Agreement shall be construed as an indemnification between and among the contracting Parties.
- J. **Duplicate Originals.** This agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

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

EXECUTED by the parties on the _____ day of _____, 2019

THE CITY OF MONTROSE, COLORADO

William Bell, City Manager

Attest:

Lisa DelPiccolo, City Clerk

MONTROSE FIRE PROTECTION DISTRICT, COLORADO

Tad Rowan, Fire Chief

Attest:

Name:

Title:

TELLURIDE FIRE PROTECTION DISTRICT, COLORADO

John Bennett, District Chief

Attest:

Name:

Title:

THE TOWN OF TELLURIDE, COLORADO

Ross Herzog, Town Manager

Attest:

Name:

Title:

THE TOWN OF MOUNTAIN VILLAGE, COLORADO

Kim Montgomery, Town Manager

Attest:

Name:

Title:

THE TOWN OF OLATHE, COLORADO

Patty Gabriel, Town Manager

Attest:

Name:

Title:

THE TOWN OF RIDGWAY, COLORADO

, Town Manager

Attest:

Name:

Title:

THE CITY OF OURAY, COLORADO

, City Administrator

Attest:

Name:

Title:

THE COUNTY OF OURAY, COLORADO

, County Manager

Attest:

Name:

Title:

THE COUNTY OF MONTROSE, COLORADO

, County Manager

Attest:

Name:

Title:

THE OLATHE FIRE PROTECTION DISTRICT, COLORADO

, Fire Chief

Attest:

Name:

Title:

**AMENDED & RESTATED BYLAWS
OF
THE WESTERN COLORADO REGIONAL DISPATCH CENTER**

RECITALS

WHEREAS, THE WESTERN COLORADO REGIONAL DISPATCH CENTER was created by execution of a September 21st, 2015 Intergovernmental Agreement, concerning the establishment and operation of a regional dispatch center and creating Board of Directors, by and between the following parties: the City of Montrose, the Montrose Fire Protection District, the Town of Telluride, the Telluride Fire Protection District, the Town of Mountain Village, the Town of Olathe, Montrose County, the Town of Ridgway, the City of Ouray, Ouray County, and the Olathe Fire Protection District. The Board of Directors approved an amended and restated Intergovernmental Agreement on _____, 2019.

ARTICLE I. NAME & PURPOSE

The name of the authority shall be THE WESTERN COLORADO REGIONAL DISPATCH CENTER. The Western Colorado Regional Dispatch Center Board of Directors shall oversee and manage the Western Colorado Regional Dispatch Center.

ARTICLE II. PRINCIPAL OFFICE

The principal office of Western Colorado Regional Dispatch Center shall be located at 1140 North Grand Ave Suite 100, Montrose, Colorado 81401. At any time and by majority vote, the Board of Directors may change the principal office of the Western Colorado Regional Dispatch Center. Upon approval of the Board of Directors, other office locations may be established to facilitate communication and ease of access for Board Members.

ARTICLE III. MEMBERS

The Western Colorado Regional Dispatch Center Board of Directors. The Board of Directors shall comprise the eleven Members that have signed the 2019 Amended and Restated Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center. Other Entities may petition the Board of Directors to join as a Member. Admission of additional Members must receive two-thirds majority approval of all current Members of the Board of Directors.

The Members of the Western Colorado Regional Dispatch Center Board of Directors include the following Entities:

- The City of Montrose
- The Montrose Fire Protection District
- The Town of Mountain Village
- The Town of Telluride
- The Telluride Fire Protection District
- The Town of Olathe

- Montrose County
- The Town of Ridgway
- The City of Ouray
- Ouray County
- The Olathe Fire Protection District

ARTICLE IV. BOARD OF DIRECTORS

Section 1. General Powers and Number. The Board of Directors shall have voting capacity to manage the business and affairs of the Western Colorado Regional Dispatch Center. Each Member shall have one appointed Board Member.

Section 2. Appointment. Each Member participating in the Western Colorado Regional Dispatch Center shall appoint, by official action or resolution, one voting Representative to the Board of Directors.

- i. **Administrative Representative.** In addition to a voting Member, the City of Montrose may also appoint an administrative voting representative, who shall represent the interests of the City Departments providing administrative support for the Western Colorado Regional Dispatch Center.
- ii. **Removal of Administrative Representative.** The Board of Directors may, at their discretion and by resolution, remove the City of Montrose’s administrative representative. Only voting members shall participate in that resolution.

Section 3. Tenure and Qualifications. Each Board Member shall hold office until one of the following events occurs: An appointing Governmental Entity, Board, Council, or Official revokes the appointment of the Board Member and a successor is chosen. The Board Member is unable to perform his or her duties due to sustained illness or death. The Board Member is no longer associated or employed by the appointing Governmental Entity, due to termination, resignation, or removal. With the exception of the preceding events, Board Members shall serve unlimited terms. The Board of Directors may not impose term limits without amending these Bylaws.

Section 4. Compensation. The Western Colorado Regional Dispatch Center shall not compensate any Board Member for his or her service on the Board of Directors, through operational funds or otherwise.

ARTICLE V. MEETINGS

Section 1. Annual Meetings. The Board of Directors shall hold an Annual Meeting. The Annual Meeting shall occur each January, and the Board shall designate a time and location for the Annual Meeting. In the event the Board of Directors fails to designate a time and a place, the Annual Meeting shall occur at 1:30 P.M. on the Fourth Monday of January, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may reschedule an Annual Meeting by majority vote and with adequate notice of no less than seventy-two hours prior. However, Annual Meetings must occur on a yearly basis, and may not be

cancelled. The Officers of the Board of Directors shall be elected by a majority vote of Board Members present at the Annual Meeting.

Section 2. Regular Meetings. During the Annual Meeting, the Board of Directors shall establish a calendar scheduling Regular Meetings throughout the year, which must occur at minimum upon a quarterly basis. The Board of Directors shall decide the time and location of Regular Meetings by majority vote. In the event the Board of Directors fails to designate a time and a place, the Regular Meeting shall occur at 1:30 P.M. on the fourth Monday of the Month, at least every three Months, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may cancel or reschedule a Regular Meeting by majority vote and with adequate notice of no less than seventy-two hours prior.

Section 3. Special Meetings. The Board of Directors may hold a Special Meeting by request of the Chairperson or by the request of any three Board Members. The Chairperson or the Board Members requesting the Special meeting may request the time and location for the Special Meeting. All Special Meeting requests, including the requested time and location, must be ratified by a majority vote of the Board of Directors.

Section 6. Notice of Meetings.

A. Regular Meetings. In accordance with Article V, Section 2, the Board of Directors shall adopt a resolution fixing the time and place where Regular Meetings shall occur. The adopted resolution shall constitute formal notice of Regular Meetings. The Executive Director shall notify all Board Members by email and exert a good faith effort to notify all members at least seven days prior to a Regular Meeting.

B. Special Meetings. Special Meetings shall be limited to the scope and purpose set forth in the notice or request. Unless exigent circumstances require, the Executive Director shall provide Board Members with at minimum three days prior notice for any Special Meeting. Such notice may be provided in writing, and may be provided personally, through first class mail, email, or by facsimile. Notice of all Special Meetings must contain the following information:

- i.** The date, time, and place where the Special Meeting shall take place; and
- ii.** The purpose for which the Special Meeting was requested.

C. Notice. The Secretary shall maintain a list of current contact information, including an email distribution list, for all Board Members. If a Board Member has not specified a preferred method of notice, email shall be the default form of notice. Notice in the case of personal delivery, facsimile, or email shall be provided at minimum seventy-two hours prior to any meeting. Notice in the case of first class mail, shall be delivered at least four calendar days prior to the meeting, and shall be deemed delivered when deposited with United States Mail, postage prepaid. Notwithstanding the above, notice for any meetings at which the Bylaws or an Intergovernmental Agreement is to be amended shall be provided and confirmed received at least ten calendar days prior to

the meeting, no matter what method of notification is utilized. The Secretary may delegate duties to the Executive Director as prudent and necessary.

Section 7. Notice of Waiver. Where notice is required prior to any meeting under Article V, any Board Member may waive the right to notice through either written waiver, or through attendance and participation in the meeting. Notice is not waived where a Board Member attends a meeting for the sole purpose of objecting to the transaction of business at that meeting due to insufficient notice. Business to be transacted at any Special Meeting shall be specified in the notice or waiver of notice of that meeting.

Section 8. Electronic Meetings. Where it is not possible or practical for Board Members to be physically present at any scheduled meeting, any Board Member may attend Regular and Special Meetings through an electronic method of communicating by which all participating Board Members may simultaneously hear each other during the meeting.

Section 9. Public Meetings. All business of the Board shall be conducted only during Annual, Regular, or Special Meetings and shall be open to the public. Any such meeting shall be held within any County where dispatch services are provided by the Western Colorado Regional Dispatch Center. The Board may meet in executive session in accordance with C.R.S. § 24-6-402(4), and only upon the vote of a majority of the Members present. No vote or other formal action shall be taken in any executive session.

ARTICLE VI. CONDUCT OF BUSINESS

Section 1. Quorum and Voting. A majority of current Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Board Members may vote either in person, by United States Mail, facsimile, email, or verbally where Article V, Section 7 permits.

Section 2. Order of Business. All meetings of the Board of Directors shall be governed by commonly accepted parliamentary procedures. The following order of business shall be used as a guide insofar as applicable and desirable:

- i. Determination of Quorum;
- ii. Proof of Due Notice and Meeting;
- iii. Reading and Disposition of Minutes;
- iv. Report of Officers and Committees;
- v. Report of Personnel;
- vi. Unfinished Business;
- vii. New Business;
- viii. Election of Officers (when applicable); and
- ix. Adjournment.

Section 3. Manner of Acting. The Board of Directors shall act only in form of resolution and motions. Board Members may vote in person, or by written or electronic proxy. All proxy votes must be delivered and received by the Secretary prior to the commencement of that meeting. Proxy votes are only valid for one meeting and must be noted in the written proxy. Unless the

Intergovernmental Agreement or these Bylaws requires a majority vote of all Board Members, a majority vote among a quorum of Board Members present at any meeting shall constitute an official act of the Board of Directors.

Section 4. Conduct of Meetings. The Chairperson, or Vice Chairperson if absent, shall call Board Meetings to order and shall act as the Presiding Officer. In the event the Chairperson and Vice Chairperson are both absent, the Secretary shall act as the presiding officer of any Board Meeting.

Section 5. Vacancy of a Board Member. If a vacancy of a Board Member occurs, the unrepresented or underrepresented Governmental Entity shall appoint a new member.

Section 6. Presumption of Assent. A Board Member's presence and attendance at any meeting, Special, Annual, Regular, or otherwise, where any official action is taken, shall be considered assent to that official action. Any Board Member who desires to dissent from any action must enter such dissent into the minutes of that meeting, or must submit an official dissent, in writing, to the Secretary during that meeting or immediately after that meeting adjourns. Board Members who vote in favor of an official action shall not have the right to submit a dissent.

Section 7. Committees. The Board of Directors may establish committees by resolution and majority vote. The establishing resolution must clearly state the duties and responsibilities of the Committee. The powers of any committee must not exceed the powers of the Board of Directors.

Section 8. Unanimous Consent without Meeting. The Board of Directors may take action without a meeting if the Board Members provide unanimous written consent setting forth the action to be taken. The Board Members must all sign the written consent and may do so in counterparts, by facsimile, or by scanned copy.

Section 9. Conflict of Interest. Board Members shall not conduct private business in any manner which places them at a special advantage because of their association with the Western Colorado Regional Dispatch Center. Board Members with a possible conflict of interest must disclose that interest to the Board of Directors. In the case of a clear conflict of interest, the conflicted Board Member shall not be allowed to vote or provide advisement. The decision of a majority of the Board Members present at the meeting shall control as to whether or not there is a clear conflict of interest.

ARTICLE VII. BUSINESS ADMINISTRATION

Section 1. Budget. The annual budget cycle and fiscal year shall conform to the City of Montrose. The fiscal year shall begin one minute past midnight on January 1 and shall end at Midnight on December 31. The budget shall be provided to each Board Member and their appointing Government Entity no later than September 30 of each calendar year. The Board of Directors must approve the annual budget by majority vote of all Board Members. The Board of Directors may approve any amendments to an existing budget by majority vote at any meeting where notification was provided to all Board Members that a budget issue would be discussed.

Section 2. Audit. An audit of the Western Colorado Regional Dispatch Center finances for the previous year shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The annual audit shall be submitted to each Board Member and their appointing Board, Council, or Entity no later than September 30 of each calendar year.

Section 3. Administrative Support. The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in these Bylaws shall compel the Board of Directors to exclusively utilize the City's services, nor require the Board to provide the City of Montrose Compensation for such services.

ARTICLE VIII. OFFICERS

Section 1. Officers of the Board of Directors. The Board of Directors shall elect three Officers: a Chairperson, a Vice Chairperson, and a Secretary. Each Officer shall serve a one year term. The Board of Directors shall hold an election for Officers at each Annual Meeting. The Board of Directors may hold a special election to fill a vacancy in any office at a Regular or Special Meeting, where notice is provided.

Section 2. Removal. Where it serves the best interests of the Western Colorado Regional Dispatch Center, the Board of Directors may remove any officer by resolution and majority vote of current Board Members.

Section 3. Vacancy of Office. A vacancy in office due to death, resignation, removal, or otherwise shall be resolved by a majority vote of the Board of Directors during a Regular or Special Meeting, where the purpose of such meeting has been provided through sufficient notice.

Section 4. Chairperson of the Board of Directors. The Chairperson shall preside over all meetings. Subject to these Bylaws, the Chairperson has the authority to sign, execute and acknowledge all deeds, mortgages, bonds, contracts, leases, reports and other documents or instruments necessary or proper to be executed in the course of regular business of the Western Colorado Regional Dispatch Center, or which shall be authorized by resolution of the Board of Directors. The Chairperson may authorize the Vice Chairperson to act as his or her agent with the authority of the Chairperson under these Bylaws.

Where exigent circumstances require, the Chairperson may act without the Board of Directors approval by resolution. However, the Chairperson may never incur debt without approval from the Board of Directors. All actions taken by the Chairperson without first obtaining the Board of Directors approval or resolution, must then be ratified by the Board of Directors during the next meeting proceeding such action. If not stated in this section, the Chairperson shall have all authority as provided elsewhere in these Bylaws.

Section 5. Vice Chairperson of the Board of Directors. In the absence of the Chairperson, or in the event of the Chairperson's death, sustained illness, or inability to act, the Vice Chairperson shall perform the duties of the Chairperson. When so acting, the Vice Chairperson shall have all the powers of and is subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties and have such authority as may be assigned by the Chairperson of the Board of Directors.

Section 6. Secretary of the Board of Directors. The Secretary shall act as the custodian of records for the Western Colorado Regional Dispatch Center. The Secretary shall keep minutes at all meetings of the Board of Directors. The Secretary shall assure that all notices are provided in accordance with these Bylaws and as required by Colorado law. The Secretary shall keep, arrange, and record contact information, including email addresses, for all Board Members. The Secretary shall have general oversight of the books and financial records of the Western Colorado Regional Dispatch Center, and shall provide updates and reports to the Board of Directors on all financial matters. In general, the Secretary shall perform all duties incident to the office of the Secretary, and may delegate those duties to the Executive Director as prudent and necessary.

Section 7. Assistants to Officers. The Board of Directors shall have the power to appoint an assistant to aid in performance of duties of any Officer in the event it is impracticable for such officer to act personally. The appointed Assistant shall have the power to perform the duties of the office only as delegated by the Board of Directors. Assistants need not be members of the Board of Directors.

ARTICLE IX. INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreements Control. In the event a conflict arises between any provisions of these Bylaws and any provisions of the Intergovernmental Agreement, the later shall control.

ARTICLE X. AMENDMENTS

Amendment or Repeal & Adoption of Bylaws. The Board of Directors may amend and alter these Bylaws, or may repeal and adopt new Bylaws, by affirmative vote of the majority of Board Members present at any Annual, Regular, or Special Meeting, so long as the Secretary provided notice to all Board Members that the meeting would involve the amendment, adoption, or repeal of the Bylaws.

Exhibit B – APPENDIX OF ADMINISTRATIVE SERVICES

Appendix of Administrative Services. Pursuant to Section 5, Subsection (F) of the Amended and Restated Intergovernmental Agreement, executed on _____, 2019, at the request of the Western Colorado Regional Dispatch Center Board of Directors, the City of Montrose shall provide the following administrative services free of charge.

- a. Legal Services.** The City of Montrose Office of the City Attorney shall represent the Western Colorado Regional Dispatch Center in all matters of legal concern and provide legal counsel when requested.
- b. Financial Services.** The City of Montrose Financial Department shall assist the Western Colorado Regional Dispatch Center Board of Directors with any financial requirements related to the operation of the Dispatch Center. The City of Montrose Finance Director shall assist the Board of Directors and the Administrative Core Team with formulating the annual budget, as well as providing any other financial services as reasonably requested by the Board of Directors.
- c. Human Resources.** The City of Montrose Human Resources Department shall provide all employment related services necessary to operate the Western Colorado Regional Dispatch Center, including, but not limited to, hiring, termination, consultation, and personnel issues.
- d. Information Technology Services.** The City of Montrose Information Services Department shall provide general information technology services, including routine maintenance of equipment. However, any equipment that requires specific training, expertise, or certification shall be handled by outside services or the equipment manufacturer.

Facilities & Maintenance Services. Ongoing maintenance and upkeep of the Western Colorado Regional Dispatch Center Facilities shall be governed pursuant to the Lease between Montrose County and WestCO, entered into on December 19, 2018.



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Item No. 8

TO: Town of Mountain Village

FROM: Michelle Haynes, Planning and Development Services Director & Jim Mahoney, Attorney

FOR: Meeting of February 20, 2020

RE: Worksession regarding Community Development Code (CDC) amendments to the Planned Unit Development Regulations at CDC Section 17.4.12 and Hotbed Development and Condominium-Hotel Regulations at CDC Section 17.3.15 to simplify, clarify and correct errors.

Attachments:

- A. Planned Unit Development clean version draft
- B. Planned Unit Development Redline Draft
- C. Hotbed Development and Condominium-Hotel Regulations Redline Draft
- D. General Conformance Definition Draft

Introduction

The Town of Mountain Village adopted the Mountain Village Comprehensive Plan in 2011 and the Community Development Code (that replaced the former Land Use Ordinance) in 2013. Since 2013, the Town has processed only one PUD application relating to the existing Rosewood PUD and has not processed any other Planned Unit Development applications nor applied the Hotel Condominium regulations to any development project. Through pre-application meetings with developers and internal evaluations, we have found portions of either our Comprehensive Plan or Community Development Code regulations to be prohibitive in process and dis-incentivizing in achieving either town aspirations as expressed in the Comprehensive Plan nor development through the PUD process. In order to meet the very purpose and intent of the Comprehensive Plan and the CDC, we propose changes to the Planned Unit Development and the Condominium-Hotel Regulations sections of the CDC. Provided here are the sections with initial draft redline changes as a starting point for this discussion. Should Town Council direct staff and legal to continue with these modifications we will initiate an amendment of the CDC through an Ordinance and will begin that process.

Planned Unit Development (PUD) CDC Recommended edits

What is a PUD?

A Planned Unit Development is a standard land use and zoning tool that allows for variations to the underlying zoning requirements premised on two ideas: that the resulting development is better than what could be produced absent a PUD, and the variations/variances are approved in exchange for public benefits. PUD's are an effective tool for a community to achieve broad public benefits like land dedications, public facilities or services, workforce housing (to what extent to be discussed), easements for trails, or dedicated payments to realize town programs and projects. For example, a project may request more height or site coverage pursuant to a PUD because

they may also be able to provide a progressive mixed-use development consisting of hotbeds, community facilities, open space, parking, and common amenity areas. The town may find the requested height and site coverage acceptable because of the resulting mix of uses and public benefits. Absent a PUD process, the developer may not have been able to provide as many hotbeds or project amenities. Absent a PUD, the town would not have received any associated public benefits consistent with the community vision (Comprehensive Plan). In my experience, communities that do not have PUD regulations are less effective or unable to achieve creative and thoughtful developments and/or necessary community facilities and benefits.

Proposed PUD redline overview

The PUD section was reorganized and heavily edited. A clean version and redline version is been provided for ease of reading.

Staff's recommended redlines achieve the following:

- 1) Create one PUD application and process.
 - a. The intent behind two separate types of PUD's (SPUD and MPUD) was that the MPUD allowed non-contiguous parcels to be approved as a PUD and phased development. The proposed definition of a PUD will allow for continuous or non-contiguous parcels to be included in the PUD application. Phasing is determined through the development agreement and at the discretion of the Town Council.
- 2) Consolidate the PUD's general standards upfront.
- 3) Clarify concurrent review processes.
- 4) The PUD section carried over language regarding design review when it as only a one-step process. The redlines include a conforming language that recognizes a two-step design review process (initial and final architectural review by the DRB).
- 5) Consolidate and clarify the required legal agreements associated with an approved PUD and details related to those agreements as needed.
- 6) Consolidate and clarify vested property rights and what those mean.
- 7) Clarify the criteria for review.
- 8) Provide specifics regarding what the Town considers public benefits.
- 9) Streamline the process steps.
- 10) Clarify that a Major PUD amendment is processed the same as a new PUD.
- 11) Removes CDC and Comprehensive Plan requirements that are already required and/or redundant.
- 12) Clarify the process and outcomes of revocation, modification or expiration of a PUD.
- 13) Clarify the process and authority related to prior-approved PUD's.
- 14) Remove the term community benefit and replace it with public benefits, a standard PUD term.
- 15) Define General Conformance with the Comprehensive Plan.
 - a. General Conformance is referenced in the CDC over 20 times absent a definition. We are providing a definition.

What is also fixed through the PUD redline draft amendment?

The PUD section recognizes General Conformance with the Comprehensive Plan only if a development meets target heights, densities, and site-specific principles, policies and actions. Most problematic is that meeting these goals (listed above) **only** (emphasis added) count towards General Conformance and not as public benefits. As written, this language is problematic and dis-incentivizing. It will drive applicants to develop pursuant to the underlying zoning, if not amended.

The proposed PUD process requires approval at each step: Conceptual, Sketch, and Final. An applicant could not proceed without first receiving approval of the Conceptual Review as it relates

to mass, scale, density use, and public benefits. This should allow for an orderly and methodical review of an application and assurance early on that the proposal is approved to move to the next development review step.

The PUD can be reviewed in aggregate and this will reduce the number of additional applications.

Hot-Bed and Condominium Hotel Regulation Redline

The region has trended away from traditional single-ownership hotels and allowed for condominium-hotels, which permits individual ownership of units so long various terms and conditions are met including but not limited to the following:

- The units are managed through a qualified rental program and are in a rental pool when not occupied by an owner
- Required onsite hotel operator
- Provision of full-service amenities
- Lodge and efficiency lodge units shall not be occupied as a primary residence and otherwise used consistent with the definition of short-term accommodations
- Reporting requirements
- Standard furniture package
- Allow for lock-off configurations

What has been achieved by the proposed redline to the CDC code section?

- Remove possible FCC issues.
- Remove onerous table, unit ratio, and floor area requirements.
- Assure the condominium hotel will be used consistent with the purpose and intent of a hotel by providing regulations and standards of operation.

General Conformance Definition

We recommend amending the definition of General Conformance found in the Comprehensive Plan and adding a definition to the CDC, as attached.

Recommended Next Steps

- Receive direction regarding proposed CDC amendments.
- Provide a companion Comprehensive Plan amendment process and timeline at the March Town Council Meeting.

/mbh

17.4.12 PLANNED UNIT DEVELOPMENT REGULATIONS

A. Purpose and Intent

The purpose and intent of the Planned Unit Development (“PUD”) Regulations is to:

1. Permit variations from the strict application of zoning, land use, supplementary and/or design regulations of the CDC in order to allow for flexibility, creativity and innovation in land use planning and project design;
2. Provide for public benefits in exchange for land use variances and design variation consideration;
3. Implement the Comprehensive Plan.

B. General Standards

1. **PUD Application.** A Planned Unit Development (“PUD”) application can be made for a single parcel of land, contiguous parcels of land or noncontiguous parcels of land, controlled by a single landowner or by a group of landowners to be developed as a unified plan (in the case of a single parcel) or unified project (in the case of two or more contiguous or noncontiguous parcels).
 - a. The minimum density to be included in a PUD is ten (10) dwelling units. Commercial, public and other non-residential projects may also be proposed as part of a PUD.
2. **Authority to Initiate.** A development application for a PUD may be filed only by the owner(s) of fee title to all land to be included within such PUD or other person holding written consent thereto from the owner(s) of all land to be included in such PUD, or any combination thereof. No PUD may be approved without the written consent of the landowner(s) whose property is included in the PUD. Authority to initiate a PUD amendment may be by the owner(s) of fee title to at least sixty-seven percent (67%) of the real property within the PUD, an individual or entity having written permission of the property owner described above, or the Town.
3. **Minimum PUD Size.** There is no minimum land area or property size to be included in a PUD application.
4. **Concurrent Review.** The combination of application types into one submittal with concurrent review, is required as part of the PUD application process including and not limited to the following types of applications:
 - a. Rezone application.
 - b. Density transfer application,
 - c. Initial and Final Architectural Design Review applications,
 - d. Subdivision application.

The PUD process shall govern concurrent review of additional applications. The associated criteria for review for each type of application is required to be met consistent with the CDC, unless a land use variance or design variation is sought through the PUD process.

5. **Design Review.** The application may include the Initial and Final DRB Architectural Review as part of the PUD application. In lieu of the Initial and Final DRB Architectural Review approval, the minimum design requirements are listed below under Sketch PUD Plan. [insert cite here]
6. **Final PUD Plan.** The final PUD plan must be approved by Ordinance.
7. **Phasing.** An applicant can propose to phase the development of a PUD and if approved, the phasing terms would be outlined in the final PUD Agreement. Each phase of the development proposed shall be self-sufficient and not dependent upon later phases. Phases shall be structured so that the failure to develop subsequent phases shall not have any adverse impacts on the PUD, the surrounding environment, neighborhood and area. Town Council may prioritize phasing of hot-beds and workforce housing in advance of or concurrent with other zoning designations as deemed appropriate.
8. **PUD Development Agreement Required.**
 - a. An application for approval of a final PUD plan shall include a proposed PUD development agreement setting forth, at a minimum, the permitted uses and accessory uses, density, maximum and average building height and massing, zoning designations, floor area, site coverage, CDC and Design Regulations variations, rezonings, density transfers, subdivisions, requirements for the construction of any public improvements and facilities, public benefits, timetable and schedule of development, phasing requirements and conditions, any proposed conditions of approval and a statement establishing a vested property right.
 - b. The final PUD development agreement shall be executed by the owner(s) of the property included in the PUD development application and the Town and shall be recorded with the San Miguel County Clerk and Recorder at the applicant's expense.
9. **Public Improvements Agreement Required.** A PUD developer shall be responsible for the construction of all infrastructure, public facilities and improvements that are necessary for the development of the PUD, are required as a condition of approval of the PUD and consistent with CDC Section 17.4.13.F.L. Public Improvements Policy.
10. **Vested Property Rights.** Approval of a PUD constitutes approval of a site-specific development plan and an associated vested property right. See CDC Section 17.4.17 Vested Property Rights. A separate vested property right application is not required through the PUD process. Extension of a Vested Property Right requires a class 4 application consistent with CDC Section 17.4.17.
11. **Conflict.** To the extent of conflict between these PUD Regulations and C.R.S. 29-67-101 et seq., these regulations shall supersede that statute.

C. Criteria for Decision

1. The following criteria shall be met for the review authority to approve a PUD:
 - a. The proposed PUD is in general conformance with the Comprehensive Plan;
 - b. The proposed PUD is consistent with the underlying zone district and zoning

- designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;
- c. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible; and will provide amenities for residents of the PUD and the public in general;
 - d. The proposed PUD is consistent with and furthers the PUD purposes and intent;
 - e. The PUD meets the PUD general standards;
 - f. The PUD provides adequate public benefits;
 - g. Adequate public facilities and services are or will be available to serve the intended land uses;
 - h. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
 - i. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

D. PUD Public Benefits

- 1. One or more of the following public benefits shall be considered in the evaluation of a PUD application:
 - a. Hot bed zoning designations, commercial area, or workforce housing above the existing platted zoning designations or density assigned to the lot or lots.
 - b. Attainment of principles, policies or actions envisioned in the Comprehensive Plan and/or public benefits as identified in the public benefits table in the Comprehensive Plan.
 - c. Public improvements above what would otherwise be required with development consistent with the CDC.
 - d. Public facilities offered and/or identified as a public benefits within the principles, policies or actions envisioned in the Comprehensive Plan.
 - e. Land dedications or easements.
 - f. Payment in lieu dedicated for town facilities, infrastructure, public parking or workforce housing.
 - g. Open space or park dedications.
 - h. The provision of onsite public parking.
 - i. A deed restriction and/or management agreement committing to onsite short-term rental of condominium or lodge zoning designation units for short term bed base when not occupied by the owner.
 - j. The provision of commercial space deed-restricted for non-profit, public or community use.

E. PUD Process. The steps in the PUD Process are as follows:

- 1. **Conceptual PUD Plan review (DRB and Town Council).** The Conceptual PUD Plan is a Class 4 application. Approval of the Conceptual PUD Plan constitutes the ability for the applicant to move to the next development review step. Conceptual approval will include, but not be limited to the following key elements of approval:
 - i. Mass (height, site coverage)
 - ii. Scale (including zoning designations and density)

- iii. Use (mix of use and site planning consistent with the Comprehensive Plan Eight Key Elements).
 - iv. Public Benefits
 - a. The DRB shall focus its review and comments on design-related issues pursuant to the Design Regulations including mass and scale. The Town Council shall focus its review on the other issues associated with a PUD, such as mass and scale, public benefits, density, use and general conformance with the Comprehensive Plan.
 - b. Conceptual PUD Plan approval is effective for a period of twelve (12) months from the date of approval, unless the Town Council, upon request of the applicant, grants an extension of the approval.
- 2. **Sketch PUD plan review.** The Sketch PUD Plan is a Class 4 Application. Sketch PUD plan review consists of a preliminary review and recommendation to Town Council regarding the PUD application (DRB) and Sketch PUD review by the Town Council.
 - a. The purpose of the Sketch PUD plan review is for the applicant to present its development application to the DRB with Design Review Process plans that are designed/engineered solutions to the issues and concerns identified during the conceptual PUD stage and to address the criteria for decision.
 - b. Sketch PUD approval authorizes the applicant to submit a final PUD application.
 - c. Sketch PUD approval shall be effective for a period of twelve (12) months from the date of approval, unless the DRB, upon request of the applicant, grants an extension of the approval.
 - d. The Sketch PUD plan application may also include the initial architectural design review application. If the PUD plan application does not include the initial and final architectural review applications, then the following minimal design submittal requirements shall be met with the Sketch PUD plan:
 - i. Conceptual Site Plan. A conceptual site plan prepared by a qualified consultant (architect, engineer, planner, etc.) in accordance with the applicable regulations of the CDC (Design Regulations, Zoning Regulations, etc.) shall be submitted to show the proposed location of any roads, driveways, buildings, sidewalks, trails, parking areas, amenity areas, plaza areas, easements, or other intended or required development.
 - ii. Conceptual Building Elevations and Floorplans: Conceptual architectural plans prepared by a Colorado licensed architect designed in accordance with the applicable regulations of the CDC (Design Regulations, Zoning Regulations, etc.) including but not limited to building elevations and floorplans with a scale of 1/4" = 1' to 1/16" = 1' for larger scale projects.
 - iii. Computer Massing Model. A computer massing model with interactive viewing capability (360 degree rotation, fly by, etc.) showing the proposed buildings and surrounding development to scale so the land uses and the visual impacts of the project can be evaluated pursuant to the CDC Comprehensive Plan project standards.

- iv. Conceptual Access Plan. A conceptual access plan providing access to and from the site of the rezoning shall be provided, including any needed infrastructure improvements as may be required by the Subdivision Regulations and the Road and Driveway Standards
- e. A draft PUD Agreement and draft ordinance are required to be submitted at this stage of Town review.
- f. The DRB and Town Council must approve the Sketch PUD plan in order for the applicant to continue to the Final PUD application. .

3. Final Architectural Plan Review. Final architectural plan review by the Design Review Board – when applicable. The Final Architectural Plan Review is a Class 3 Application. The final DRB review must occur prior to the Final PUD plan review by Town Council.

4. Final PUD plan review by the Town Council). The Final PUD Plan review is a Class 5 application.

- a. Final PUD approval shall include approval of an ordinance and PUD development agreement.
- b. Final PUD approval shall remain in effect for three (3) years following the date of the Town Council ordinance approving the PUD unless the time frame is extended by Town Council. The Town Council may approve a longer vesting period for a final SPUD based on unique circumstances or development objectives.
- c. In the event, a Final PUD plan is approved absent an initial and final architectural review approval, and was approved with the minimal design submittal requirements at sketch plan review, the applicant must submit a class 3 initial architectural and design review application during the PUD Plan approval period (3-year approval). The final architectural design review application will also need to be filed during the PUD plan approval period and will require a class 4 application. The DRB will review and render a decision on the final architectural design. The Town Council will also approve the final architectural review plan to assure that the final design plan is consistent with the Final PUD plan approval.

E. Planned Unit Development Amendment Process

1. Minor Amendments. A Minor PUD amendment development application shall be processed as a class 1 development application. A proposed PUD amendment is considered minor, as determined by the Director of Community Development, if it meets the following criteria for decision:

- a. The PUD amendment is not substantial and maintains the intent and integrity of the PUD development agreement and the associated plan sets, including but not limited to the required community benefits, or other public benefits or improvements outlined in the PUD development agreement;
- b. The PUD amendment does not change the density, zoning designation, increase the floor area or significantly alter any approved building scale and mass of the development; and
- c. The PUD amendment will not result in a net decrease in the amount of open

space nor result in a change in character of any of the open space proposed within the PUD.

2. **Major PUD Amendments.** A PUD amendment that is not classified as a minor amendment is considered a major amendment. Major PUD amendments shall follow the same PUD process steps as creation of a new PUD.

F. Enforcement of the PUD Plan

1. **By the Town.** The PUD development agreement shall run with and be a burden upon the land to which it applies. The rights and obligations set forth in the PUD development agreement shall run in favor of the Town and shall be enforceable at law or in equity by the Town without limitation on any power or regulation otherwise granted by law.
2. **By Residents, Occupants and Owners.** Those provisions of the PUD plan expressly running in favor of the residents, occupants and owners of the PUD, whether recorded by plat, covenant, easement or otherwise, may be enforced at law or in equity by such residents, occupants or owners acting individually, jointly or through an organization designated in the PUD plan to act on their behalf.
3. **Relinquishment of Resident and Owner Rights.** Residents and owners in a PUD may, to the extent and in the manner expressly authorized by the provisions of the PUD, modify, remove or release their rights to enforce the provisions of the plan, but no such action shall affect the right of the Town to enforce the provisions of the plan.

G. Revocation or Modification of a PUD by the Town.

1. The PUD development agreement shall provide for the right of the Town to modify or revoke a PUD for failure to comply with specific PUD requirements or without cause after the expiration of the vested rights for a PUD which has not commenced construction.
2. The owner(s) of property within the PUD boundary shall be notified of any modification, revocation or rezoning initiated by the Town.
3. Any Town Council action to revoke a PUD shall result in the reversion of the subject property to the land use in effect prior to the PUD approval including and not limited to the former zoning, density, and platting. The Town Council may elect to exempt the reversion of platting for good cause and/or for reasons such as land exchanges, or land conveyance within or outside of the PUD boundaries that were contemplated by the original PUD approval.
4. In the event the Town initiates a modification to a PUD for failure to comply with specific requirements of a PUD, the Major PUD amendment process shall be followed.
5. In order to revoke a PUD, the Town shall hold one Town Council worksession, one preliminary revocation public meeting, and one final revocation Town Council public hearing all of which shall be noticed in accordance with the notice requirements for class 4 applications even though the revocation process is not a class 4 application.

H. Expiration of a PUD.

1. Expiration of a Final PUD approval shall result in the reversion of the subject property

to the land use in effect prior to the PUD approval including and not limited to the former zoning, density, and platting. The Town Council may exempt the reversion of platting for good cause and/or for reasons such as land exchange, or land conveyance within or outside of the PUD boundaries. An exemption from the reversion of platting can be contemplated as part of the PUD approval, amendment or modification process for good cause or for reasons set forth in this section. Exemptions to platting for new, amended or modified PUD's shall be documented in the PUD Agreement.

I. Prior-Approved PUDs.

1. PUDs approved prior to the effective date of the CDC are valid and enforceable under the terms and conditions of the approved development agreements. Modifications to such PUDs may be proposed pursuant to the PUD amendment process.
2. A developer of a PUD approved prior to the effective date of the CDC may propose to create a new PUD pursuant to the PUD Regulations following the process and requirements set forth herein. If a new PUD is approved it shall automatically revoke and supersede the prior PUD.

17.4.12 **PLANNED UNIT DEVELOPMENT REGULATIONS**

A. Purpose and Intent

The purpose and intent of the Planned Unit Development (“PUD”) Regulations is to:

1. Permit variations from the strict application of ~~certain standards zoning, land use, supplementary and/or design regulations~~ of the CDC in order to allow for flexibility, creativity and innovation in land use planning and project design;
2. ~~Allow for a creative planning approach to the development and use of land and related physical facilities to produce a better development;~~
- 3.2. Provide for ~~community public~~ benefits ~~in exchange for land use~~ variances and design variation consideration;
- 4.3. ~~Promote and implement the Comprehensive Plan; Comprehensive Plan.~~
5. ~~Promote more efficient use of land, public facilities and governmental services; and~~
6. ~~Encourage integrated planning in order to achieve the above purposes.~~

A. ~~Overview of the PUD Process~~

~~SPUD. A development application for a SPUD may be made for a single parcel of land or contiguous parcels of land controlled by a single landowner or by a group of landowners to be developed as a unified plan pursuant to the PUD Regulations.~~

~~MPUD. A development application for a MPUD may be made for either a single parcel of land, contiguous parcels of land or noncontiguous parcels of land controlled by a single landowner or by a group of landowners to be developed as a unified project.~~

6. ~~A PUD may be created in either of two ways: the Site-specific PUD Process (“SPUD”) or the Master PUD Process (“MPUD”).~~
 - e. ~~The SPUD results in approval of rezoning to a PUD district and a detailed set of design plans, a PUD development agreement, a subdivision (if needed), a density transfer (if needed), a site-specific development plan and a vested property right.~~
 - f.a. ~~The MPUD results in the approval of rezoning to a PUD district and a PUD development agreement that outlines permitted land use, density, maximum height and floor area, required community benefits and a vested right, but which requires a detailed final plan for individual phases prior to actual development.~~

B. General Standards

1. **PUD Application.** ~~A Planned Unit Development (“PUD”) application can be made for a single parcel of land, contiguous parcels of land or noncontiguous parcels of land, controlled by a single landowner or by a group of landowners to be developed as a unified plan (in the case of a single parcel) or unified project (in the case of two or more contiguous or noncontiguous parcels).~~
 - a. ~~The minimum density to be included in a PUD is ten (10) dwelling units. Commercial, public and other non-residential projects may also be proposed as part of a PUD.~~

2. **Authority to Initiate.** A development application for a PUD may be filed only by the owner(s) of fee title to all land to be included within such PUD or other person holding written consent thereto from the owner(s) of all land to be included in such PUD, or any combination thereof. No PUD may be approved without the written consent of the landowner(s) whose property is included in the PUD. Authority to initiate a PUD amendment may be by the owner(s) of fee title to at least sixty-seven percent (67%) of the real property within the PUD, an individual or entity having written permission of the property owner described above, or the Town.

3. **Minimum PUD Size.** There is no minimum land area or property size to be included in a PUD application.

4. **Concurrent Review.** The combination of application types into one submittal with concurrent review, is required as part of the PUD application process including and not limited to the following types of applications:

- a. **Rezone application.**
- b. **Density transfer application.**
- c. **Initial and Final Architectural Design Review applications,**
- d. **Subdivision application.**

The PUD process shall govern concurrent review of additional applications. The associated criteria for review for each type of application is required to be met consistent with the CDC, unless a land use variance or design variation is sought through the PUD process.

5. **Design Review.** The application may include the Initial and Final DRB Architectural Review as part of the PUD application. In lieu of the Initial and Final DRB Architectural Review approval, the minimum design requirements are listed below under Sketch PUD Plan. [insert cite here]

6. **Final PUD Plan.** The final PUD plan ~~shall~~ must be approved by Ordinance.

7. **Phasing.** An applicant can propose to phase ~~the development of a PUD a project~~ and if approved, the phasing terms would be outlined in the final PUD Agreement. Each phase of the development proposed shall be self-sufficient and not dependent upon later phases. Phases shall be structured so that the failure to develop subsequent phases shall not have any adverse impacts on the PUD, the surrounding environment, neighborhood and area. Town Council ~~may prioritize~~ -phasing of hot-beds and workforce housing -in advance of ~~or concurrent with~~ other zoning designations as deemed appropriate.

8. **PUD Development Agreement Required.**

- a. An application for approval of a final PUD plan shall include a proposed PUD development agreement setting forth, at a minimum, the permitted uses and accessory uses, density, maximum and average building height and massing, zoning designations, floor area, site coverage, CDC and Design Regulations variations, rezonings, density transfers, subdivisions, requirements for the construction of any public improvements and facilities, public benefits, timetable and schedule of development, phasing requirements and conditions, any proposed conditions of approval and a statement establishing a vested

property right.

- b. The final PUD development agreement shall be executed by the owner(s) of the property included in the PUD development application and the Town and shall be recorded with the San Miguel County Clerk and Recorder at the applicant's expense.

9. **Public Improvements Agreement Required.** A PUD developer shall be responsible for the construction of all infrastructure, public facilities and improvements that are necessary for the development of the PUD, are required as a condition of approval of the PUD and consistent with CDC Section 17.4.13.F.L. Public Improvements Policy.

10. **Vested Property Rights.** Approval of a PUD constitutes approval of a site-specific development plan and an associated vested property right. See CDC Section 17.4.17 Vested Property Rights. A separate vested property right application is not required through the PUD process. Extension of a Vested Property Right requires a class 4 design review application consistent with CDC Section 17.4.17.

11. **Conflict.** To the extent of conflict between these PUD Regulations and C.R.S. 29-67-101 et seq., these regulations shall supersede that statute.

C. **Criteria for Decision**

1. The following criteria shall be met for the review authority to approve a- **PUD:** ~~rezoning to the PUD Zone District, along with the associated PUD development agreement:~~

- a. The proposed PUD is in general conformity~~ance~~ with the policies, principles and standards set forth in the Comprehensive Plan;
- b. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;
- c. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible; ~~and will provide amenities for residents of the PUD and the public in general;~~
- d. The proposed PUD is consistent with and furthers the PUD purposes and intent;
- e. The PUD meets the PUD general standards;
- f. The PUD provides adequate ~~community~~ **public** benefits;
- g. Adequate public facilities and services are or will be available to serve the intended land uses;
- h. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
- i. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

D. **PUD Community ~~Public~~ Benefits**

1. One or more of the following public benefits shall be considered in the evaluation of a PUD application:

- a. Hot bed zoning designations, commercial area, or workforce housing above the existing platted zoning designations or density assigned to the lot or lots.
- b. Attainment of principles, policies or actions envisioned in the Comprehensive Plan and/or public benefits as identified in the public benefits table in the Comprehensive Plan.
- c. Public improvements above what would otherwise be required with development consistent with the CDC.
- d. Public facilities offered and/or identified as a public benefits within the principles, policies or actions envisioned in the Comprehensive Plan.
- e. Land dedications or easements.
- f. Payment in lieu dedicated for town facilities, infrastructure, public parking or workforce housing.
- g. Open space or park dedications.
- h. The provision of onsite public parking.
- i. A deed restriction and/or management agreement committing to onsite short-term rental of condominium or lodge zoning designation units for short term bed base when not occupied by the owner.
- j. The provision of commercial space deed restricted for non-profit, public or community use.

~~7. The provision of hotbeds, commercial area, workforce housing or the attainment of other subarea plan principles, policies and actions on development parcels identified in a subarea plan development table shall not be considered community benefits as required by this section, and are instead required in order to achieve general conformance with the Comprehensive Plan.~~

8. E. **PUD Process.** The primary steps in the SPUD Process are as follows:

1. Conceptual PUD Plan review (DRB and Town Council). The Conceptual PUD Plan is a Class 4 application. Approval of the Conceptual PUD Plan constitutes the ability for the applicant to move to the next development review step. Conceptual approval will include, but not be limited to the following key elements of approval:

- i. Mass (height, site coverage)
 - ii. Scale (including zoning designations and density)
 - iii. Use (mix of use and site planning consistent with the Comprehensive Plan Eight Key Elements).
 - iv. Public Benefits
- a. The DRB shall focus its review and comments on design-related issues pursuant to the Design Regulations including mass and scale. The Town Council shall focus its review on the other issues associated with a PUD, such as mass and scale, public benefits, density, use and general conformance with the Comprehensive Plan.
 - b. Conceptual PUD Plan approval is effective for a period of twelve (12) months —from the date of approval, unless the Town Council, upon request of the —applicant, grants an extension of the approval.

2. Sketch PUD plan review. The Sketch PUD Plan is a Class 4 Application. Sketch PUD plan review consists of a preliminary review and recommendation to Town Council regarding the PUD application ~~PUD review~~ (DRB) and Sketch PUD review by the Town Council.

- a. The purpose of the Sketch PUD plan review is for the applicant to present its

development application to the DRB with Design Review Process plans that are designed/engineered solutions to the issues and concerns identified during the conceptual PUD stage and to address the criteria for decision.

- b. Sketch PUD approval authorizes the applicant to submit a final PUD application.
- c. Sketch PUD approval shall be effective for a period of twelve (12) months from the date of approval, unless the DRB, upon request of the applicant, grants an extension of the approval.
- d. This The Sketch PUD plan application may also include the initial architectural design review application. If the PUD plan application does not include the initial and final architectural review applications, then the following minimal design submittal requirements shall be met with the Sketch PUD plan:
 - i. Conceptual Site Plan. A conceptual site plan prepared by a qualified consultant (architect, engineer, planner, etc.) in accordance with the applicable regulations of the CDC (Design Regulations, Zoning Regulations, etc.) shall be submitted to show the proposed location of any roads, driveways, buildings, sidewalks, trails, parking areas, amenity areas, plaza areas, easements, or other intended or required development.
 - ii. Conceptual Building Elevations and Floorplans: Conceptual architectural plans prepared by a Colorado licensed architect designed in accordance with the applicable regulations of the CDC (Design Regulations, Zoning Regulations, etc.) including but not limited to building elevations and floorplans with a scale of 1/4" = 1' to 1/16" = 1' for larger scale projects.
 - iii. Computer Massing Model. A computer massing model with interactive viewing capability (360 degree rotation, fly by, etc.) showing the proposed buildings and surrounding development to scale so the land uses and the visual impacts of the project can be evaluated pursuant to the CDC Comprehensive Plan project standards.
 - iv. Conceptual Access Plan. A conceptual access plan providing access to and from the site of the rezoning shall be provided, including any needed infrastructure improvements as may be required by the Subdivision Regulations and the Road and Driveway Standards
- e. A draft PUD Agreement and draft ordinance are required to be submitted at this stage of Town review.
- e.f. The DRB and Town Council must approve the Sketch PUD plan in order for the applicant to continue to the Final PUD application. the next step.

3. Final Architectural Plan Review. Final architectural plan review by the Design Review Board – when applicable. The Final Architectural Plan Review is a Class 3 Application. The final DRB review must occur prior to the Final PUD plan review by Town Council.

4. Final PUD plan review rezoning ordinance and PUD development agreement (DRB and by the Town Council). The Final PUD Plan review is a Class 5 application.;

- a. Final PUD approval shall include approval of an ordinance and PUD

- ~~development agreement.~~
- ~~b. Final PUD approval shall remain in effect for three (3) years following the date of the Town Council ordinance approving the PUD, unless the time frame is extended by Town Council. The Town Council may approve a longer vesting period for a final SPUD based on unique circumstances or development objectives.~~
- ~~c. In the event a Final PUD plan is approved absent an initial and final architectural review approval, and was approved with the minimal design submittal requirements at sketch plan review, the applicant must submit a class 3 initial architectural and design review application during the PUD Plan approval period (3 year approval). The final architectural design review application will also need to be filed during the PUD plan approval period and will require a class 4 application. The DRB will review and render a decision on the final architectural design. The Town Council will also approve the final architectural review plan to assure that the final design plan is consistent with the Final PUD plan approval.~~

~~Challenge. The final PUD plan approval is subject to review under C.R.C.P. §106(a)(4), but not subject to referendum.~~

B.E. Planned Unit Development Amendment Process

- ~~a. 1. **Minor Amendments.** A Minor PUD amendment development application shall be processed as a class 1 development application. A proposed PUD amendment is considered minor, as determined by the Director of Community Development, if it meets the following criteria for decision:

 - ~~i.a.~~ The PUD amendment is not substantial and maintains the intent and integrity of the PUD development agreement and the associated plan sets, including but not limited to the required community benefits, or other public benefits or improvements outlined in the PUD development agreement;
 - ~~ii.b.~~ The PUD amendment does not change the density, zoning designation, increase the floor area or significantly alter any approved building scale and mass of the development; and
 - ~~iii.c.~~ The PUD amendment will not result in a net decrease in the amount of open space nor result in a change in character of any of the open space proposed within the PUD.~~
- ~~b. 2. **Major PUD Amendments.** A PUD amendment that is not classified as a minor amendment is considered a major amendment. Major PUD amendments shall follow the same PUD process steps as creation of a new PUD.~~

- ~~e. Concurrent subdivision and density transfer, as applicable; and~~
- ~~d. Final PUD review.~~

~~1. The primary steps in the MPUD Process are:~~

- ~~h. Conceptual worksession (DRB and Town Council);~~
- ~~i. Outline MPUD rezoning ordinance and outline PUD development agreement (DRB and Town~~

Council);

j. ~~Final MPUD approval and final MPUD development agreement for all or portions of the outline MPUD (DRB and Town Council); and~~

k. ~~Subdivision and density transfer, as applicable.~~

~~1. PUD Development Agreement Required.~~

e. ~~An application for approval of a final PUD plan shall include a proposed PUD development agreement setting forth, at a minimum, the permitted uses, density, maximum building height and massing, zoning designations, CDC and Design Regulations variations, rezonings, density transfers, subdivisions, requirements for the construction of any public improvements and facilities, timetable and schedule of development, phasing requirements and conditions, any proposed conditions of approval and a statement establishing a vested property right.~~

p. ~~The final PUD development agreement and any other required legal instruments, including but not limited to subdivision plats, easements and maintenance agreements shall be executed by the owner(s) of the property included in the PUD development application, the Director of Community Development, the Town Manager and the Mayor and shall be recorded in the records of the San Miguel County Clerk and Recorder at the applicant's expense.~~

~~C. Applicability~~

~~The SPUD Process is available only for a single parcel of land or contiguous parcels of land, where the owner/owners of the site desire to develop the site as a unified development which achieves the goals of the Comprehensive Plan through the flexibility afforded by the SPUD Process. The MPUD Process is available only for a large phased PUD project where the property included in the MPUD development application need not be contiguous and the owner/owners desire to achieve the goals of the Comprehensive Plan through the flexibility afforded by the MPUD Process. To the extent of conflict between these PUD Regulations and C.R.S. 29-67-101 et seq., these regulations shall supersede that statute.~~

~~D. Review Process~~

~~1. SPUD:~~

a. ~~Step 1, Conceptual SPUD.~~ The conceptual SPUD is processed as a class 4 application:

i. ~~The purpose of the conceptual SPUD is to provide the DRB, the Town Council, the applicant and the public an opportunity to engage in an exploratory discussion of the SPUD development proposal (including proposed uses, density, maximum building height and floor area and community benefits), to raise issues and concerns and to examine alternative approaches to development.~~

~~— The DRB shall focus its review and comments on design-related issues pursuant to the Design Regulations.~~

(a) ~~The Town Council shall focus its review on the other issues associated with a SPUD, such as mass and scale, public benefits, density, and general conformance with the Comprehensive Plan.~~

i. ~~Conceptual SPUD approval authorizes the applicant to submit a sketch~~

PUD development application.

- Conceptual SPUD approval is effective for a period of twelve (12) months from the date of approval, unless the Town Council, upon request of the applicant, grants an extension of the approval.

a. — **Step 2, Sketch SPUD.** The sketch SPUD is processed as a class 3 application.

- ii. — The purpose of the sketch SPUD is for the applicant to present its development application to the DRB with Design Review Process plans that are designed/engineered solutions to the issues and concerns identified during the conceptual SPUD stage and to address the criteria for decision.
- ii. — Sketch SPUD approval authorizes the applicant to submit a final PUD application.
- ii. — Sketch SPUD approval shall be effective for a period of twelve (12) months from the date of approval, unless the DRB, upon request of the applicant, grants an extension of the approval.

a. — **Step 3, Final SPUD.** The final SPUD is processed as a class 4 application.

- ii. — The purpose of the final SPUD is for the applicant to address to the DRB and Town Council, in a detailed manner, all issues and concerns raised during the sketch PUD stage and to present the Final SPUD plans and associated documents for consideration.
 - (-) — The DRB shall focus its review and comments on design-related issues pursuant to the Design Regulations.
 - (-) — The Town Council shall consider all issues associated with the SPUD, such as mass and scale, public benefits, density, and general conformance with the Comprehensive Plan.
- ii. — Final SPUD approval shall include approval of an ordinance rezoning the property to a SPUD and approving the SPUD development agreement.
- ii. — Final SPUD approval shall remain in effect for three (3) years following the date of the Town Council ordinance approving the PUD, unless the time frame is extended by Town Council. The Town Council may approve a longer vesting period for a final SPUD based on unique circumstances or development objectives.

a. — **Concurrent Review.** Separate rezoning, density transfer and design review process development applications are not required to be submitted concurrent with a SPUD development application; such applications are considered a part of the overall SPUD development application process. If a subdivision is necessary for the proposed SPUD, a subdivision application shall be concurrently processed with a SPUD per the Subdivision Regulations.

a. — **Rezoning.** A SPUD application shall concurrently request to rezone to the PUD Zone District.

a. — **Final SPUD Development Agreement.**

- ii. — The final SPUD development application shall be accompanied by a proposed development agreement for consideration by Town Council. The SPUD development agreement shall include:

- Proposed, permitted and accessory uses;
- (a) — Density and zoning designations;
- (a) — Maximum and average building heights;
- (a) — Floor area;
- (a) — Permitted variations to the CDC;
- (a) — Massing as reflected in associated design review plans;
- (a) — Required hotbed mix (if any per the Comprehensive Plan);
- (a) — Maximum building height and floor area;
- (a) — Any project phasing; and,
- (g) — A list of community benefits for the entire SPUD agreement, which specifies which dedications, conditions, contributions etc. are to be made and the triggers of such benefits in connection with any phasing of the project. The development agreement must specify the individual trigger for the required conveyance or payment of the listed community benefit. The final SPUD development agreement shall also address providing the needed requirements for security and completion and warranty of improvements as for any development.

a. — **Vested Rights.** Approval of a SPUD plan application by the Town Council may constitute a site-specific development plan and a vested property right if a developer requests such a concurrent vested property rights development application.

1. — MPUD Review Process:

a. — **Step 1: Conceptual Worksession with Town Council.** A conceptual worksession application shall be submitted prior to submitting a MPUD development application to discuss overall proposed development, phasing, uses and densities and community benefits. No outline MPUD application may be submitted until the conceptual worksession has been completed.

a. — **Step 2: MPUD Development Application for Outline MPUD.** The outline MPUD shall be processed as a class 5 application, with the following additional requirements:

ii. — **Development Agreement.** The development application shall be accompanied by a proposed development agreement for consideration by Town Council. The MPUD development agreement shall include:

- (a) — Proposed, permitted and accessory uses;
- (a) — Density and zoning designations for each included parcel;
- (a) — Required hotbed mix (if any per the Comprehensive Plan);
- (a) — Maximum and average building heights;
- (a) — Floor area;
- (a) — Permitted variations to the CDC;
- (a) — The general building massing for each parcel include in the MPUD;
- (a) — Project phasing; and
- (a) — A list of community benefits for the entire MPUD shall be made a part of the development agreement, which specifies which dedications, conditions, etc. are to be made in connection with each parcel or phase of the project when brought in for final MPUD approval. The development

agreement must specify the individual trigger for the required conveyance or payment of the listed community benefit:

- **Density.** Allowed densities are approved subject to density transfer; applicant may choose to process a density transfer at this stage for all or a part of the entire property, which is the subject of the outline MPUD application.
- iii. **Rezoning.** A MPUD application shall concurrently request to rezone to the PUD Zone District.
- iii. **Application of Zoning Designations.** Zoning designations assigned to the property in a MPUD can occur at the outline MPUD stage or the final MPUD stage.
- iii. **Subdivision.** Typically not addressed until final MPUD stage; however, applicant may choose to process a subdivision of all or a part of the entire property, which is the subject of the outline MPUD application.
- iii. **Town Council Action.** Town Council approves, with or without conditions of approval, or denies. The form of approval is a rezoning ordinance and an outline MPUD development agreement that shall be recorded in the records of the San Miguel County Clerk and Recorder.
- iii. **Vested Rights.** Approval of an outline MPUD plan application by the Town Council shall constitute a vested property right to the extent covered by the outline PUD development agreement, including zoning, permitted uses, density, maximum building height and floor area.
- iii. **Concurrent Review.** The owner or developer of a MPUD may submit concurrent development applications for density transfer, subdivision and design review that are processed concurrently with the final MPUD per the applicable Development Review Procedures. If not, then the required outline MPUD development agreement shall include a requirement to submit such applications in the future in a logical, phased manner.

a. **Step 3: Final MPUD Plan Stage.** The final MPUD plan development applications shall be processed as a class 4 application to allow individual parcels or phases of the outline MPUD to be brought forward for final approval and development, with the following additional requirements:

- iii. **Final PUD Plan Development Applications.** The final MPUD plan stage shall include subdivision, density transfer and Design Review Process applications (as set forth below), to the extent such applications have not already been approved for the site/phase under consideration pursuant to the outline MPUD Process.
 - () The Town Council's approval of final MPUD plan development applications shall be by resolution recorded in the records of the San Miguel County Clerk and Recorder.
 - () In the event there is a conflict between the Development Review Procedures, regarding PUD development applications and the PUD Regulations, the PUD Regulations shall prevail.
- iii. **Final MPUD Development Agreement.** This agreement is in addition to and supplements the outline MPUD development

agreement, providing the needed requirements for security and completion and warranty of improvements as for any development. This agreement shall repeat the time frame for actual conveyance, construction or payment, as appropriate, and of the relevant community benefits for this phase or parcel, as originally set forth in the development agreement executed as a condition of outline MPUD approval.

- **Vested Rights.** Approval of a final PUD plan application by the Town Council shall constitute a site-specific development plan and a vested property right and replaces the vesting period given at the outline stage with respect to that phase, to the extent covered by the PUD development agreement, including zoning, permitted uses, density and building height and floor area.
- iv. — **Challenge.** The final MUPD plan approval is subject to review under C.R.C.P. §106(a)(4), but not subject to referendum;

D.A. — Criteria for Decision

The following criteria shall be met for the review authority to approve a rezoning to the PUD Zone District, along with the associated PUD development agreement:

- 1. — The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;
- 1. — The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;
- 1. — The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general;
- 1. — The proposed PUD is consistent with and furthers the PUD purposes and intent;
- 1. — The PUD meets the PUD general standards;
- 1. — The PUD provides adequate community benefits;
- 1. — Adequate public facilities and services are or will be available to serve the intended land uses;
- 1. — The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
- 1. — The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

D. — PUD Relationship to the CDC

The development regulations and standards contained in an approved PUD and its associated development agreement shall supersede the provisions of the CDC to the extent of conflict. Where an approved PUD development agreement does not address specific CDC standards, the specific provisions contained in the CDC shall apply as determined by the Planning Division, subject to a final determination by the relevant review authority. In making this determination, the Planning Division and review authority shall consider the original intent of the PUD, the type of use, intensity of use, type of structure and similar factors to identify the situation covered by the CDC closest in comparison to the situation in the PUD. Notwithstanding the foregoing, when possible, the PUD and the CDC should be read to be consistent with one another.

D. — PUD Community Benefits

~~2. — One or more of the following community benefits shall be provided in determining whether any of the CDC requirements should be varied or if the rezoning to the PUD Zone District and concurrent (for SPUD) or subsequent (for MPUD) rezoning, subdivision, or density transfer request should be granted for a PUD:~~

~~Development of, or a contribution to, the development of public benefits or public improvements, or the attainment of principles, policies or actions envisioned in the Comprehensive Plan (unless prohibited under number 2 below), such as benefits identified in the public benefit table.~~

~~2. — The provision of hotbeds, commercial area, workforce housing or the attainment of other subarea plan principles, policies and actions on development parcels identified in a subarea plan development table shall not be considered community benefits as required by this section, and are instead required in order to achieve general conformance with the Comprehensive Plan.~~

~~D. — Comprehensive Plan Project Standards~~

~~Each final SPUD or MPUD plan shall include specific criteria and requirements to satisfy the following Comprehensive Plan project standards:~~

~~2. — Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. It is understood that visual impacts will occur with development.~~

~~2. — Appropriate scale and mass that fits the site(s) under review shall be provided.~~

~~2. — Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table.~~

~~2. — Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points shall be addressed to the satisfaction of the Town.~~

~~2. — The skier experience shall not be adversely affected, and any ski run width reductions or grade changes shall be within industry standards.~~

~~D. — General Standards~~

~~2. — **Authority to Initiate.** A development application for a PUD may be filed only by the owner(s) of fee title to all land to be included within such PUD or other person holding written consent thereto from the owner(s) of all land to be included in such PUD, or any combination thereof. No PUD may be approved without the written consent of the landowner(s) whose property is included in the PUD.~~

~~2. — **Eligible Property.**~~

~~g. — **SPUD.** A development application for a SPUD may be made for a single parcel of land or contiguous parcels of land controlled by a single landowner or by a group of landowners to be developed as a unified plan pursuant to the PUD Regulations.~~

~~h. — **MPUD.** A development application for a MPUD may be made for either a single parcel of land, contiguous parcels of land or noncontiguous parcels of land controlled by a single landowner or by a group of landowners to be developed as a unified project.~~

~~2. — **Minimum PUD Size.** There is no minimum land area or property size to be included in a SPUD or MPUD application.~~

~~2. — **Minimum Density.**~~

- m. — **SPUD.** The minimum density to be included in a SPUD is ten (10) dwelling units. Commercial, public and other non-residential projects may also be proposed as part of an SPUD.
- n. — **MPUD.** The minimum density to be included in a MPUD is fifty (50) dwelling units. Commercial, public and other non-residential projects may also be proposed as part of an MPUD.

2. — Rezoning Ordinance Required. Any PUD application shall be required to request rezoning to the PUD Zone District as a part of the PUD Process. The PUD development review process is a Rezoning Process, and a concurrent rezoning development application shall not be required. Because a PUD results in a rezoning to the PUD Zone District, any PUD approval shall be by ordinance.

- r. — All ordinances for rezonings that change the zone district to PUD shall be accompanied by a map that shows the new zoning and the boundaries of such district. A PUD development agreement shall not become effective or be recorded until thirty (30) days after the date of the ordinance approving the same.

PUD Development Agreement Required.

An application for approval of a final PUD plan shall include a proposed PUD development agreement setting forth, at a minimum, the permitted uses, density, maximum building height and massing, zoning designations, CDC and Design Regulations variations, rezonings, density transfers, subdivisions, requirements for the construction of any public improvements and facilities, timetable and schedule of development, phasing requirements and conditions, any proposed conditions of approval and a statement establishing a vested property right.

— The final PUD development agreement and any other required legal instruments, including but not limited to subdivision plats, easements and maintenance agreements shall be executed by the owner(s) of the property included in the PUD development application, the Director of Community Development, the Town Manager and the Mayor and shall be recorded in the records of the San Miguel County Clerk and Recorder at the applicant's expense. **Phasing.** Each phase (if any) of the development proposed for the PUD shall be self-sufficient and not dependent upon later phases. Phases shall be structured so that the failure to develop subsequent phases shall not have any adverse impacts on the PUD, the surrounding environment, neighborhood and area.

To the extent of conflict between these PUD Regulations and C.R.S. 29-67-101 et seq., these regulations shall supersede that statute.

s.

Prior-Approved PUDs.

— PUDs approved prior to the effective date of the CDC are valid and enforceable under the terms and conditions of the approved development agreements. Modifications to such PUDs may be proposed pursuant to the PUD amendment process.

— A developer of a PUD approved prior to the effective date of the CDC may propose to create a new PUD pursuant to the PUD Regulations following the process and requirements set forth herein.

3. — Density Transfer. An increase in density shall require the transfer of density to the property from the density bank or other lot(s) within the town boundaries, except for the creation of additional workforce housing, subject to the workforce housing restriction.

— For SPUD, a separate density transfer development application is not required.

— For outline MPUD, the PUD development agreement shall require a separate density transfer application unless a concurrent density transfer is requested at the outline MPUD stage.

~~a. — All density transfer requests shall conform to the Density Limitation and the CDC.~~

~~**Landscaping and Buffering.** The landscaping and public spaces proposed for the PUD shall provide buffering of uses from one another to minimize adverse impacts and shall create attractive public spaces consistent with the character of the surrounding environment, neighborhood and area.~~

~~4. — **Infrastructure.** The development proposed for the PUD shall include sufficient infrastructure, including but not limited to vehicular and pedestrian access, mass transit connections, parking, traffic circulation, fire access, water, sewer and other utilities.~~

~~5. — **Phasing.** Each phase (if any) of the development proposed for the PUD shall be self-sufficient and not dependent upon later phases. Phases shall be structured so that the failure to develop subsequent phases shall not have any adverse impacts on the PUD, the surrounding environment, neighborhood and area.~~

~~D. — Vested Rights~~

~~5. — The PUD Zone District applied to property included in a PUD shall be valid in perpetuity unless the Town Council rezones such land to another zone district, upon application by the owner or on Town Council's own motion.~~

~~5. — The PUD development agreement shall establish a vested property right to allow for development envisioned in the PUD development agreement as provided for in the PUD Regulations.~~

~~5. — Upon the expiration of the vesting period set forth in the relevant PUD development agreement, the agreement shall require the owner(s) or developer(s) to submit a new SPUD or MPUD development application, as applicable, in order to proceed with development.~~

~~D. — Guarantee of Public Improvements~~

~~A PUD developer shall be responsible for the construction of all infrastructure, public facilities and improvements that are necessary for the development of the PUD or that are required as a condition of approval of the PUD or by the CDC. The developer shall also be responsible for entering into an improvements agreement for the construction of public improvements in a form and amount satisfactory to the Town. The guarantee of public improvements shall be contained in the PUD development agreement and be in general conformance with the public improvements policy set forth in the Subdivision Regulations.~~

E.F. **Enforcement of the PUD Plan**

1. **By the Town.** The PUD development agreement shall run with and be a burden upon the land to which it applies. The rights and obligations set forth in the PUD development agreement shall run in favor of the Town and shall be enforceable at law or in equity by the Town without limitation on any power or regulation otherwise granted by law.
2. **By Residents, Occupants and Owners.** Those provisions of the PUD plan expressly running in favor of the residents, occupants and owners of the PUD, whether recorded by plat, covenant, easement or otherwise, may be enforced at law or in equity by such residents, occupants or owners acting individually, jointly or through an organization designated in the PUD plan to act on their behalf.
3. **Relinquishment of Resident and Owner Rights.** Residents and owners in a PUD may, to the extent and in the manner expressly authorized by the provisions of the PUD, modify, remove or release their rights to enforce the provisions of the plan, but no such action shall affect the right of the Town to enforce the provisions of the plan.

G. Revocation or Modification of a PUD by the Town.

- ~~5.~~ 1. The PUD development agreement shall provide for the right of the Town to modify or revoke a PUD for failure to comply with specific PUD requirements or without cause after the expiration of the vested rights for a PUD which has not commenced construction.
- a. ~~2.~~ In order to modify or revoke a PUD the Town shall follow the same Development Review Procedures required to create a PUD as outlined in the PUD Regulations. In order to revoke a PUD, the Town shall hold one Town Council worksession, one preliminary revocation public meeting, and one final revocation Town Council public meeting .
- b. 3. The owner(s) of property within the PUD boundary shall be notified of any modification, revocation or rezoning initiated by the Town.
4. Any Town Council action modifying or to revoking a PUD will result in the reversion of the subject property to the land use in effect prior to the PUD approval including and not limited to the former zoning, density, subdivision and platting. The Town Council may elect to exempt the reversion of platting for good cause and/or for reasons such as land exchanges, or land conveyance within or outside of the PUD boundaries that were contemplated by the original PUD approval. leave the PUD Zone District, density and zoning designations on a site, nullify the PUD development agreement and shall require the submission of a new PUD development application to allow any further development. The modification or revocation shall consider the effect of the modification or revocation on the completed development areas within the PUD which have been issued a certificate of occupancy and sold to a bonafide third party purchaser who is not affiliated with the original applicant or developer.
5. Should the Town initiates a modification to a PUD, for development of only a portion of, or lack of fully executing the terms of the PUD for failure to comply with specific requirements of a PUD , the Major PUD amendment process shall be followed.
6. In order to revoke a PUD, the Town shall hold one Town Council worksession, one preliminary revocation public meeting, and one final revocation Town Council public meeting all of which shall be noticed in accordance with the notice requirements for class 4 applications even though the revocation process is not a class 4 application.

H. Expiration of a PUD.

1. Expiration of a Final PUD approval shall result in the reversion of the subject property to the land use in effect prior to the PUD approval including and not limited to the former zoning, density, subdivision and platting. The Town Council could may exempt the reversion of platting for good cause and/or for reasons such as land exchange, or land conveyance within or outside of the PUD boundaries. An exemption from the reversion of platting can be contemplated as part of the PUD approval, amendment or modification process for good cause or for reasons set forth in this section. agreement, or contemplated during a PUD modification or revocation process. Exemptions to platting for new, amended or modified PUD's shall be documented in the PUD Agreement.
Any Town Council action modifying or revoking a PUD development agreement will leave the PUD Zone District, density and zoning designations on a site, nullify the PUD

~~development agreement and shall require the submission of a new PUD development application to allow any further development. The modification or revocation shall consider the effect of the modification or revocation on the completed development areas within the PUD which have been issued a certificate of occupancy and sold to a bonafide third party purchaser who is not affiliated with the original applicant or developer.~~

I. Prior-Approved PUDs.

~~1. PUDs approved prior to the effective date of the CDC are valid and enforceable under the terms and conditions of the approved development agreements. Modifications to such PUDs may be proposed pursuant to the PUD amendment process.~~

~~6.2. A developer of a PUD approved prior to the effective date of the CDC may propose to create a new PUD pursuant to the PUD Regulations following the process and requirements set forth herein. If a new PUD is approved it This process would shall automatically revoke and supersede the prior PUD, and apply a new PUD onto the property/ies consistent with the PUD general standards and criteria for review.~~

F. Review Process

~~a. Minor Amendments. Minor PUD amendment development applications shall be processed as class 1 development applications.~~

~~b. Major Amendments. Major PUD amendment development applications shall be processed as class 4 development applications.~~

2. Authority to Initiate a PUD Amendment

~~a. Amendments to a PUD plan may be initiated by any of the following persons or entities acting alone or together:~~

~~i. The owners of fee title to at least sixty-seven percent (67%) of the real property within the PUD;~~

~~ii. An individual or entity having written permission of the property owner(s) described in section 1.1 above; or~~

~~iii. The Town.~~

~~3. Criteria for Decision. The criteria for decision for a PUD amendment are the same as for the creation of a PUD.~~

17.3.15 HOTBED DEVELOPMENT AND CONDOMINIUM-HOTEL REGULATIONS

- A.** Any rezoning, subdivision, density transfer, PUD (~~SPUD or MPUD~~) or PUD amendment process and related Design Review Process development ~~applications shall be in general conformance with the Comprehensive Plan's hotbed policies and the hotbed policies of the CDC, including the Condominium-hotel Regulations applications on properties designated by the Comprehensive Plan as a flag hotel site, shall conform to the Condominium Hotel Regulations set forth in the CDC.~~
- ~~**B.** Any development application on a site identified as a flag hotel site in a subarea plan's development table shall include a rezoning development application to rezone such site to the PUD Zone District to ensure the provision of hotbed development as envisioned in the Comprehensive Plan pursuant to the Condominium-hotel Regulations and to allow variations to the requirements of the CDC to strive to achieve the density and building heights listed in each subarea plan's development table consistent with the policies set forth in the CDC.~~
- C.B.** Other lots not identified by the Comprehensive Plan for a flag hotel may submit a rezoning development application following the class 4 development application process to apply the Condominium-hotel Regulations to a lot as an overlay zoning requirement upon a property.
- 1.** The development application for a rezoning shall include the appropriate homeowners association consent and a copy of resolution of the homeowners association consenting to such application.
- D.C.** The Condominium-hotel Regulations are set forth in the supplementary regulation of the CDC and are considered a part of these Zoning and Land Use Regulations.

17.6.3 CONDOMINIUM-HOTEL REGULATIONS

A. Purpose and Intent

The purpose of this section is to establish polices and requirements for condominium-hotels in order to provide for hotbed development as envisioned in the Comprehensive Plan and as required by the zoning regulations. In addition, an existing property may request the application of the Condominium-hotel Regulations as a zoning overlay as outlined in Chapter 3.

B. Applicability

The Condominium-Hotel Regulations are applicable to any developer who ~~proposes~~ applies for a to rezone, subdivision, density transfer, PUD (SPUD or MPUD) or PUD amendments for prior approved but unbuilt PUD's, or applications on a rezone a site identified in the Comprehensive Plan as a flag hotel site in a subarea plan's development table. The Condominium-hotel Regulations may also be applied at the request of an applicant absent identification as a flag hotel site.

C. Review Process

Hotbed development and condominium-hotel development are evaluated pursuant to any applicant which applies for a rezone, subdivision, density transfer, PUD (SPUD or MPUD) or PUD amendment process development applications on any site identified in the Comprehensive Plan as a flag hotel site. The Condominium-hotel Regulations are implemented through the applicable review process-PUD Process outlined in the PUD Regulations.

D. General Standards for Review

1. ~~Hotbed development on a flagship hotel site is created when the following requirements are met:~~
 - a. ~~The site is rezoned to the PUD Zone District;~~
 - b. ~~The target density of the subarea plan's development table as envisioned by the Comprehensive Plan is met, with the hotbed mix and average room size as set forth in Table 6-1, with forty percent (40%) lodge units and forty percent (40%) efficiency lodge units.~~
 - c. ~~The Town Council may approve another configuration that differs from that shown in Table 6-1 if it finds that the project will still meet the target density in the applicable subarea plan development table and hotbeds will be provided. In no event should the amount of net floor area dedicated to condominium units be over twenty percent (20%) of the net floor area of the full development.~~
 - d. ~~The condominium hotel will be restricted by a development agreement that can be enforced by the Town with such agreement including key requirements of the Condominium hotel Regulations.~~

Table 6-1, Required Unit Configuration for Condominium Hotels

Zoning Designation of Unit	Approximate Average Unit Size	Building Efficiency	Maximum Net Floor Area By Unit Type
Condominium	1,250 sq. ft.	70%	20%
Lodge	800 sq. ft.	70%	40%

Efficiency Lodge	450 sq. ft.	55%	40%
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2.1. Hotbed development on each flagship hotel site or any other site as requested by an owner will be ensured by the following condominium-hotel requirements, which are a part of the Town's Zoning Regulations for a hotbed development:

a. Hotel Operator Requirements:

- i. Each condominium-hotel project shall be ~~either: (i)~~ operated and managed by, ~~and/or (ii) an franchised-as-an-~~ internationally or nationally recognized full service hotel operator/brand ~~(as applicable)~~ with significant experience in full service operations with existing broad marketing distribution capabilities (hotel operator) for the life of the condominium-hotel.
- ii. The hotel operator shall be capable of operating the project in a manner consistent with hotel standards as set forth below. ~~thea project operational standards.~~ The hotel operator shall have a high level of name, brand awareness and marketing breadth with the general public and offer customers incentives such as a customer loyalty program.
- iii. ~~Examples of internationally or nationally recognized full service hotel operators and brands include (but are not limited to) the following: Westin, Marriott (all full service brands), Hyatt (all full service brands), Hilton (all full service brands, including Waldorf Astoria), Fairmont, Intercontinental (all full service brands), Morgans Hotel Group, Wyndham, Le Meridien, Luxury Collection (Starwood) and similarly styled operators, as recognized by accepted industry standards and brands from time to time.~~
- iv.iii. Prior to and as a condition of the issuance of a building permit, the developer of the condominium-hotel will notify the Director of Community Development of the proposed hotel operator which notice shall contain written confirmation from the hotel operator.
- v.iv. The Town Council shall review and take action on the proposed hotel operator at the next available meeting where the proposal can be placed on the agenda. In no event will a decision be rendered more than forty-five (45) days from the date of the developer's notice to the Town Council.
- vi.v. The Town Council action on a proposed hotel operator shall be based on the standards and guidelines for the hotel operator as set forth in this section by motion and recorded in the official minutes.
- vii.vi. The Director of Community Development shall provide a written notice of the Council's action and the grounds for such determination within seven (7) business days of the date of the Council meeting where action was taken.
- viii.vii. After the Town Council's decision on the hotel operator, the developer may meet with the Town Council to discuss and attempt to resolve the Town Council's rejection of any proposed hotel operator.
- ix.viii. The hotel operator may be changed by the condominium-hotel homeowners association from time to time. In the event that the developer or homeowners association elects to terminate the approved hotel operator at any time, the developer or homeowners association shall provide the Director of Community Development with: (a) thirty

(30) days' prior written notice of such termination including the reasons for such termination ~~(which shall be held in confidence by the Town)~~; and (b) within one hundred eighty (180) days of termination of the hotel operator, notice of the replacement hotel operator, which notice shall include a letter of intent from the replacement hotel operator. The Town shall promptly provide notice of acceptance or non-acceptance within forty-five (45) days of receipt of the notice and the failure to provide a response shall be deemed to be an approval of the replacement hotel operator by the Town. In considering the acceptability of the replacement hotel operator, the developer and Town shall adhere to the standards and guidelines of this section.

~~xix.~~ In the event of a dispute between the developer or the homeowners association and the Town concerning the adequacy of the designation of a hotel operator consistent with this section, the parties shall mutually identify a qualified, neutral third-party recognized as an authority in the hospitality industry to mediate and resolve this dispute through a binding mediation process.

b. Hotel Standards:

~~xi.i.~~ The condominium-hotel project shall provide certain full service amenities, facilities and services within the project, which are intended to help promote hotbed development for lodge and efficiency lodge units, such as a restaurant, bar, spa, concierge and similar full service hotel/lodging amenities. The provision of full service hotel/lodging amenities will be reflected in the development agreement with the Town.

~~xii.ii.~~ Each lodge and efficiency lodge unit shall be incorporated in a condominium-hotel by the creation of a condominium community and each lodge and efficiency lodge unit and the condominium-hotel will meet the following conditions, restrictions and requirements, which shall be set forth in a development agreement with the Town and the condominium's declaration:

- (a) The hotel operator shall be responsible for the implementation, management and operation ~~of the condominium-hotel, including the national and international marketing of each of the condominium-hotel units (management and marketing program). The management and marketing program is intended to manage, market and promote the condominium-hotel project and the use and occupancy of the associated lodge and efficiency lodge units in the condominium-hotel as accommodation styled rooms. The management and marketing program is further intended to provide for the use and rentals of all lodge and efficiency lodge units, which are required to be made available to the general public as hotel-type lodging units except when the condominium-hotel units are occupied by an owner as allowed by this section.~~ an onsite rental management program, which shall include the national and international marketing of the condominium-hotel for transient guest occupancy ("Hotel Rental Program"). The Hotel Rental Program is intended to manage market and promote the hotel and the use and occupancy of the condominium-hotel and the use and occupancy of the hotel,

lodge and efficiency lodge units within the condominium-hotel as accommodation styled rooms. The Hotel Rental Program is further intended to provide for the use and rental of such units to the general public except when such units are occupied by the owners of such units (subject to occupancy limits).

~~xiii.(b) Condominium units in a condominium-hotel may also voluntarily be put into the accommodations rental pool and the management and marketing program.~~

~~xiv.(c) Each lodge and efficiency lodge unit in the condominium-hotel shall be included in the hotel operator's management and marketing program and managed by the hotel operator. A separate unit management agreement for each unit must be executed at the time of closing on a lodge and efficiency lodge unit, consistent with this section and the required development agreement. In accordance with the Zoning Designations under the CDC, efficiency lodge units and hotel units and hotel efficiency units shall not be the primary residence of the owner of such units and when not in use by the owner of the unit, such Units shall be made available for short-term transient rental occupancy and accommodations through the Hotel Rental Program a Qualified Rental Program (defined below) or a direct rental by the owner. Such units shall not be rented or occupied on a long-term basis. A long-term basis shall mean any period of thirty (30) or more consecutive days or ninety (90) or more days in a calendar year by an occupant including the owner.~~

~~xv. The lodge and efficiency lodge units shall not be the primary residence of the owner.~~

~~(a) When not in use by the owner of a lodge or efficiency lodge unit, such units shall be included in the condominium-hotel's accommodations rental pool and available for rental occupancy and accommodations by guests.~~

~~(b) The owner of a lodge or efficiency lodge shall provide lead-time on notice of occupancy to the hotel operator with February 28th as the deadline for providing intended summer occupancy dates and September 30th for winter occupancy dates.~~

~~(c) The owner may use their lodge or efficiency lodge unit at other times without any lead-time notice if the unit is not reserved for lodging purposes.~~

(d) With respect to each lodge and efficiency lodge unit, the restrictions set forth in this section shall be reflected in a separate deed restriction for each lodge and efficiency lodge unit so that the owner of each unit is affirmatively stating that their unit(s) will be available to the hotel operator and their for transient lodging to the general public as set forth herein. paying guests when not in use by the owner in accordance with the requirements of this section.

(e) Qualified Rental Program shall be any third party rental management service and program which can achieve the Hotel Operator Standards and Hotel Standards.

(e) All unit owners will be required to obtain and maintain all business license(s) which allow for the rental of units as required by the Town of Mountain Village, and to pay any and all associated transient room and lodging taxes. Unit owners who participate in the Hotel Rental Program are not required to obtain a separate business license(s).

xvi. The hotel operator and not the individual owners of lodge and efficiency lodge units will establish maximum room rental rates and yield manage the inventory, other than during owner's allowed usage periods.

(f) Parking spaces in the condominium-hotel shall meet the Parking Regulations. An owner of a unit in a condominium-hotel shall not be allowed to park or store a vehicle in a parking space during times that the owner is not occupying their unit. All parking spaces allocated to all units subject to these condominium hotel regulations shall be either limited or general common elements to the community and managed either through valet parking or another appropriate mechanism by the hotel operator or the community home-owners association for the use of the occupants of such units.

c. Hotel Operator Exclusive Services.

i. In order to ensure compliance with the Condominium-Hotel Regulations contained herein, the Hotel Operator must maintain control over the operations, services and facilities within a condominium hotel community. Therefore, the Hotel Operator shall be the sole provider of the following services to all efficiency lodge, hotel and hotel efficiency units within the community:

(a) Accepting reservations by, from and through any unit owner and or its agents, including any Qualified Rental Program for the use and occupancy of the Unit.

(b) Establish and enforce check in procedures for all occupants.

(c) Housekeeping and cleaning services necessary or desired for the units.

(d) All routine repairs and maintenance services necessary or desired for the units.

(e) Valet parking services (if applicable)

(f) Manage and maintain the unit electronic locking system, and all associated keys, including issuance and replacement of room keys.

(g) Setting and collection of all service fees for the provisions of these exclusive services.

(h) Make arrangements for or cause to be arranged, internet service and basic television service to the unit. No separate internet, cable or satellite television services may be provided to the units.

(i) Acquire and maintain a liquor license allowing the Hotel Operator to (i) operate mini-bars in the unit and (ii) provide room service to the units including the sale and dispensing of alcoholic beverages and food to the units.

d. Reporting Requirements:

- i. The Hotel Operator shall be required to report to the Town on an annual basis by no later than February 28th of each year which report shall include the following information:
 - a. The number of efficiency lodge, hotel and hotel efficiency units sold to third parties.
 - b. The number of such units sold to third parties participating in the Hotel Rental Program
 - c. The number of such units utilizing a third party Qualified Rental Program and the name of each program.
 - d. The number of such units directly rented by owners of the units.
 - e. Occupancy rates for the previous fiscal year broken down by participants in the Hotel Rental Program, the Qualified Rental Program and the direct owner rentals.

e. Unit Configuration:

xviii.i. A condominium-hotel project or other project with lodge and efficiency lodge units may consist of lodge and efficiency lodge units that are connected by lock-off doors between the individual units. When such a configuration of lodge and efficiency lodge units is desired in a lock-off configuration, the following requirements will be met:

- (a) Doors that lock-off one unit from another unit shall be maintained as a separate, lockable door, and doors or locks shall not be removed for any reason;
- (b) Each unit shall maintain a separately keyed entry from the other attached unit;
- (c) Each unit shall be shown as a separate condominium unit on the condominium map with an owner allowed to own up to a maximum of three (3) units in a lock-off unit configuration;
- (d) Each lock-off unit shall maintain a separate, unique unit designation in the common hallway; and
- (e) Each unit shall contain a freestanding bed that does not include a sleeper sofa or Murphy bed.

xix.ii. A block of lodge and efficiency lodge units may be owned by one (1) owner provided such units meet the requirements of this section.

xx.iii. Alteration or elimination of any walls shown on the condominium map, or changes to the individual rooms that eliminate the number of beds approved by the Town are prohibited unless such changes are reviewed and approved by the Town in accordance with these regulations and provided that such change will not reduce the number of beds available in the condominium-hotel project.

xxi.iv. The developer, in consultation with the Town-approved hotel operator, will establish uniform furniture, fixtures and equipment packages that will be provided for each of the lodge and efficiency lodge units exclusive of the condominium units. The furniture, fixture and

equipment packages will be developed to insure a quality of decor, furniture, furnishings and appliances suitable to meet the condominium-hotel operational standards, which may include without limitation appropriate and suitable fixtures (including bathroom fixtures), cabinetry, carpeting, floor covering, paint, wall covering, furniture (including built-in furniture, if any), lighting, mirrors, decor items, color television, clock, radio, drapes, shades and other window treatments and any and all other fixtures, equipment, utilities and decorative accessories within the units. The design and content of the furniture, fixture and equipment packages may be offered in different variations and themes intended to achieve the condominium-hotel operational standards.

~~“Project operational standards” means the standards for operating the project as determined by the hotel operator, in consultation with the developer and project homeowners association, consistent with the terms and conditions of the Town approvals and the operating standards customarily followed by the hotel operator for similar projects managed by hotel operator located in mountain resort locations which are intended to promote a high standard of quality. The project operational standards are intended to be followed for purposes of promoting the use and operation of the project as a full-service hotel within the hotel facilities unit and those residential condominium units participating in the rental management program. When developing and implementing the project operational standards, the hotel operator shall exercise its good faith, commercially reasonable judgment and adhere to industry standards for similar projects located in mountain resort locations as well as the actual operational needs of the hotel and/or hotel guest. It is recognized and agreed that the project operational standards may vary from time to time given due consideration to winter periods, summer periods and shoulder seasons between winter and summer periods.~~

- f. Development Agreement. The condominium-hotel will be restricted by a development agreement that can be enforced by the Town with such agreement including all requirements of the Condominium-hotel Regulations.

We recommend the addition of the following definition of General Conformance in the CDC Definition section:

General Conformance: When the term “general conformance” is used, it shall mean compliance with the overall goals and policies of the comprehensive plan, but need not require strict adherence to every provision, table, chart or detail of the comprehensive plan.

We recommend editing the definition of General Conformance in the Comprehensive Plan with the recommended definition above. Below is the existing definition found only in the Comprehensive Plan:

General Conformance: a suggested review criteria of the Comprehensive Plan that is intended to be applied to certain development review applications such as rezoning, density transfers and subdivisions. When a development application is evaluated regarding its general conformance with the Comprehensive Plan, the Town Council and Design Review Board (DRB) should evaluate the application against the entirety of the goals, polices and actions contained in the Comprehensive Plan and need not require compliance with every provision contained therein. Nonetheless, the Town Council and DRB may require that an applicant satisfy any particular goal, action or policy if such compliance is deemed necessary to attain general conformance.



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Item No. 9

TO: Town of Mountain Village Housing Authority

FROM: Michelle Haynes, Planning and Development Services Director

FOR: Meeting of February 20, 2020

RE: A) Consideration of the Village Court Apartments (VCA) Resident Advisory Committee Framework and B) Consideration of the Recommendation from the VCA Committee Regarding Five VCA Resident Seats and Appointment of Five Resident Committee Members- *Interviews are Optional*

Introduction

The Town Council directed staff to create a VCA resident advisory committee (“Committee”) framework and solicit applications from VCA residents who wish to serve on the Committee at the December 12, 2019, regular Town Council meeting. We solicited applications from December through January 31, 2020. We received 16 applications. Town Council, acting as the Town of Mountain Village Housing Authority, will review the Committee framework and consider the VCA Committee’s recommendation of five resident members.

Attachments:

- A. VCA Resident Advisory Committee Framework
- B. Applications of the five committee members recommended by the VCA Committee

VCA Resident Advisory Committee Framework

The purpose and intent of the Committee are for residents to provide input to staff. No specific Council member will be appointed to the Committee, but a Town Council member will elect to attend the Committee meetings. A staff person will be present to hear resident concerns and ideas. The framework is provided as attachment A.

VCA Committee Selection

The VCA Committee met on February 4, 2020, to review applications and interview candidates. Thirteen of the sixteen applicants were interviewed, and each candidate was exceptional. The committee strove to select for recommendation a composition of resident committee members with diversity in age, ethnicity, experience, interest and tenure living at VCA. Each VCA Committee member shared their top five candidates after the interview process which were then ranked in aggregate. The top five candidates recommended by the VCA Committee are listed below.

1. Matthew Lewis
2. Pam Pettee
3. Ursula Cristol
4. Amelia Martin
5. Citlali Casillas

As a point of information, the following additional candidates were chosen but did not receive as many votes as the top five applicants listed above:

- *Ron Cheroske*
- *Trevor Browning*
- *Frances Nelson*

Staff recommends two members are appointed for one-year terms initially, and three members are appointed for two-year terms to create a stagger. Two-year term appointments will occur thereafter. Residency is a requirement to serve on this Committee, therefore, if a Committee member is no longer a resident, they will be replaced via a similar process utilized in this appointment.

Recommended Motions – Two Parts

Staff has prepared the following motions for your convenience:

Motion #1

- 1) *I move to approve the VCA Resident Advisory Committee Framework, provided as Attachment A.*

Motion #2

- 2) *I move to appoint the following candidates to the VCA Resident Advisory Committee*

1. *Matthew Lewis – one-year term*
2. *Pam Pettee- one-year term*
3. *Ursula Cristol- two-year term*
4. *Amelia Martin – two-year term*
5. *Citlali Casillas – two-year term*

/mbh

**ADVISORY COMMITTEE
VILLAGE COURT APARTMENTS (VCA) RESIDENT COMMITTEE
FRAMEWORK**

Mission Statement

VCA strives to provide a safe, clean and comfortable living environment for the residents of our community. In furtherance to this goal, VCA is creating a VCA Resident Advisory Committee (“Committee”), which functions as a resident working group. The Committee will meet to provide input and feedback to VCA administration.

VCA Resident Committee Composition

- Five VCA residents

Terms

The Telluride Mountain Village Housing Authority (“TMVHA”) will appoint five VCA residents. Initially, two members will be appointed for one-year terms, and three members will be appointed for two-year terms, to establish a stagger of term appointments. After the first year, all members will be appointed for two year terms.

Residency at VCA is a requirement to serve on the Committee, therefore, if a Committee member is no longer a resident, they will be replaced via a similar process utilized in the appointment of members.

Town Support

The Town will provide one VCA administrator at each meeting and when advised of the meeting dates and times, a Town Council member, at Town Council’s discretion.

Form of Organization and Recommendations

The Committee will not be a decision-making body. Rather it will be an advisory committee that will provide recommendations to VCA management regarding maintaining and improving the living conditions at VCA.

1. The TMVHA requests that feedback from the Committee be shared with Town Council twice yearly.
2. The Committee can elect to have an all VCA resident meeting. Town staff can assist the coordination of the meeting space and communications of such a gathering.

Meeting Procedures

The TMVHA recommends meetings to be held every two months. The committee may elect a chairperson who would schedule the Committee meetings and manage the meeting.

Meeting Notifications

The town will not require agendas to be drafted or public noticed; however, the Committee can request that meeting dates be shared with VCA residents. Meetings are open to the public.

Committee Limitations

1. The VCA administrator and Committee will maintain resident confidentiality and will not disclose private or confidential information regarding residents on any matter, except in a case

where information is of public record.

2. Committee meetings are not the forum for resident complaints against other residents. Complaints are managed by the VCA administrative office staff. The VCA resident committee shall not arbitrate complaints between residents.
3. The Committee does not direct the actions of staff or budget, but rather, the Committee is a forum for resident input in concert with town staff and a Town Council member.
4. The Committee is not an arbiter of staff personnel issues. Personnel matters are handled in accordance with TMVHA and Town of Mountain Village policies and procedures. Concerns or complaints about staff will be directed to focus on matters of safety, civility, expectations and results. The Committee does not make recommendations regarding staffing matters, except in the case where there are observations of too much or too little and whether staffing is meeting the expectations of comfort and safety.

/mbh

Form Name: Website Form - VCA Resident Committee Application
Submission Time: January 13, 2020 10:54 pm
Browser: Firefox 71.0 / Windows
IP Address: 75.166.133.88
Unique ID: 571980349
Location: 39.813098907471, -105.1257019043

Name	Matthew Lewis
Email	mattlewisdesign@gmail.com
Phone	(970) 708-4873
Best way to reach you?	Email
Unit Number	1032
How many years have you lived at VCA?	6.5

What is your interest in serving on the committee?

I have lived in the Village Court Apartments since I moved to town 6 years ago. This community has provided me a supportive, safe, and stable living situation unmatched in the region. Having lived in the studios and 1 bedroom buildings, walked my dog through the complex and used the dog park daily, I have had an opportunity to get to know many of my neighbors on a very personal level. I can count some of my closest friends in the region as former VCA neighbors of mine. Even those that I don't know on a first-name basis I smile and greet as I feel instantly connected to them through our shared desire to be treated with respect as the lower and middle-class citizens of Mountain Village.

I am eternally grateful for the housing security that VCA (and the Town of Mountain Village) provides me and the opportunity to live in the place that I love; a place that I could not see myself ever being able to leave.

I know that many of my neighbors feel the same. For that reason, I would like to offer my abilities as a property manager and local non-profit board member to advocate for them.

Our common bonds as citizens of this stunning and boundless mountain paradise obligate us to look-out for one another. Just as the beauty of nature harbors danger for the uninitiated, the difficulties of our region's housing scarcity can provide challenges for newcomers and old-time locals alike.

Form Name: Website Form - VCA Resident Committee Application
Submission Time: January 3, 2020 2:07 pm
Browser: Chrome 79.0.3945.88 / Windows
IP Address: 216.237.245.130
Unique ID: 569211441
Location: 39.574401855469, -106.09750366211

Name	Pam Pettee
Email	ppetteesbox@gmail.com
Phone	(970) 728-7071
Best way to reach you?	Email
Unit Number	1413
How many years have you lived at VCA?	5.5
What is your interest in serving on the committee?	Participating in decisions regarding the place where I live.
What is your contribution to the committee?	Experience in elected office; past service on community boards and commissions (Telluride region and San Diego); familiarity with state and some national housing issues; resort industry career background.
How often can you meet?	monthly
Which is your preference?	monthly
Are you willing to promote the best interests of VCA residents and the community?	Other: This question echos one in a recent Washington Post article about colleges tracking students. An affirmative answer indicated to the college that students agreed to the tracking function. That wasn't clear in the question. What do you mean by promote?

Form Name: Website Form - VCA Resident Committee Application
Submission Time: December 19, 2019 2:13 pm
Browser: Chrome 77.0.3865.90 / OS X
IP Address: 205.220.219.2
Unique ID: 566179437
Location: 38.071098327637, -84.593399047852

Name	ursula cristol
Email	ucristol@telluride.k12.co.us
Phone	(970) 729-0473
Best way to reach you?	Email
Unit Number	1304
How many years have you lived at VCA?	3.0
What is your interest in serving on the committee?	<p>Im a single mother of two boys. they spend time with me two weeks a months. I need to assure that they will be spending half of their time growing up in a safe, highly supported surrounded areas. Specially coming back after school activities on their own when they will grow up. We have the potential due to location to have a very high end residence area in our town , its very well cared but there is always margin of improvement</p>
What is your contribution to the committee?	<p>I moved to Telluride in 2001 . Im bicultural and bilingual . always work on community development through different agencies in the region. From Ouray to paradoz valley with diverse communities and developing program for cultural diversity.. At the time, Im the family liason for the TSD and many of our families are residents in VCA.</p> <p>I would like to bring my expertise in cultural diversity and my vision to expand what VCA can offer with the supportive management that they have now. to be able to improve what they can provide to our kids when we are on school break and work with partnerships to bring programs like the library to do story times to our kids in VCA.</p> <p>Thank you for your attention</p>
How often can you meet?	monthly
Which is your preference?	bi-monthly (every two months)
Are you willing to promote the best interests of VCA residents and the community?	Yes

Form Name: Website Form - VCA Resident Committee Application
Submission Time: December 13, 2019 6:59 pm
Browser: Chrome 78.0.3904.87 / Windows
IP Address: 216.237.240.3
Unique ID: 564417558
Location: 39.574401855469, -106.09750366211

Name	Amelia Martin
Email	amartin277@gmail.com
Phone	(614) 561-0788
Best way to reach you?	Phone Call
Unit Number	1046
How many years have you lived at VCA?	6.5
What is your interest in serving on the committee?	To advocate for the residents, as it can often feel like our feedback is unimportant, or that focus is being misdirected away from what will best serve the people living in VCA. Many residents have concerns or observations that they are hesitant to voice because they don't want to be singled out as a complainer, and having a strong committee that can work together with management and Town Council is crucial to making VCA a better community that can grow along with the rest of Mountain Village. I also think it is important that residents be able to understand what is going on with VCA, and what is going in to it as well, as we don't always see where improvements are being made, or understand why certain projects are being done. We work to live in one of the most beautiful towns, but doing so shouldn't mean we also relinquish our right to a nice place to live that people are happy to come home to. VCA is currently an okay place to live, but it can be tough to be happy when residents also feel like they are being ignored solely because they are in "affordable housing".
What is your contribution to the committee?	My contribution would be as someone who can assess situations, whether that be in a meeting or reviewing information, with a clear head to make sure that what the committee discusses is an appropriate use of time, and that the outcomes are conveyed to the proper people reasonably. It is easy for people to use a shared time to complain about things that might be wrong or unpopular, when what should be coming out of this committee is time to be constructive, and take the comments and feedback already received (whether that be at the start of the meetings or by surveys/comment cards or whatever) and determine what the best method of approach is so that the tenants are not only heard, but also feel like they are being responded to. I want to make sure the committee starts strong, with people that are there to make VCA better and improve the resident experience, rather than as a channel for negativity and rants.
How often can you meet?	monthly
Which is your preference?	bi-monthly (every two months)

Form Name: Website Form - VCA Resident Committee Application
Submission Time: December 30, 2019 10:02 am
Browser: Chrome Mobile 79.0.3945.93 / Android
IP Address: 174.209.17.116
Unique ID: 568231329
Location: 39.61669921875, -104.6695022583

Name	Citlali Casillas
Email	talicg1985@yahoo.com.mx
Phone	(970) 708-1071
Best way to reach you?	Email
Unit Number	1302
How many years have you lived at VCA?	2.5
What is your interest in serving on the committee?	I want to be a voice and a serve/be part of my community.
What is your contribution to the committee?	<p>I been a resident of Telluride for 16 years and this is my second time leaving in VCA. I rented here right after I finished High School back in 2006. I gave seen the changes in VCA.</p> <p>Also I am bilingual (Spanish/English) and I feel as this town is growing there is a big Spanish speaking community. I would like to serve as a voice for them and also for my new odopted community.</p> <p>Gracias, Citlali Casillas</p>
How often can you meet?	bi-monthly (every two months)
Which is your preference?	bi-monthly (every two months)
Are you willing to promote the best interests of VCA residents and the community?	Yes

What is your contribution to the committee?

I have worked in management since moving to Telluride, 6 years ago.

I started in Food and Beverage management holding both the position of F&B Manager for the Madelaine Hotel for two years with a staff of 50 employees and General Manager of a Main St restaurant in Telluride. Leading a team of that size requires a high level of conflict resolution and leadership while limiting the amount of visible personal stress that comes with organizing a demanding business model.

After realizing a career in Food and Beverage was not a healthy goal to pursue in my thirties I embarked on a career in property management. After nearly three years in this field, I have gained a new wealth of knowledge ranging from Limited Liability Insurances, hands-on facilities maintenance/construction skills, and further growing my organizational/task management abilities.

One major feather in my cap that would hopefully set me apart is my now 2-year membership on the Board of the local non-profit student advocacy group, True North. I volunteer my time helping local teens (many of whom live in VCA) find a way to give back to their community while learning new skills and trying out new outdoor/team-building experiences. I have also volunteered with One to One for the last 4 years, my mentee will be graduating high school this year. Though I am very proud of my chaperoning and activity organizational work, for this purpose my decisive and receptive professionalism which allows me to contribute high consequence well-informed financial rulings to our budget and annual spending makes me uniquely qualified to directly advocate for my Village Court neighbors.

How often can you meet?

bi-monthly (every two months)

Which is your preference?

bi-monthly (every two months)

Are you willing to promote the best interests of VCA residents and the community?

Yes



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Item No. 10

TO: Town Council

FROM: Michelle Haynes, Planning and Development Services Director & Finn Kjome, Public Works Director

FOR: Meeting of February 20, 2020

DATE: February 10, 2020

RE: Village Court Apartments Update

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 have identified a potential hire for this position.

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

The VCA Committee met on February 4, 2020 and interviewed 13 of 16 applicants. We chose our top five candidates to recommend to Town Council. Adoption of bylaws, consideration of the five resident committee applicants, and appointment of one Town Council member is agendaized to occur at the February 20, 2020 Town Council meeting. Once formed, the resident committee is tasked with assisting creating the resident satisfaction survey. This item has been moved from February to March in the 2020 workplan.

Capital Reserve Study

Kjome, Haynes and Carlson walked the property this month to identify the scope of work necessary for the capital reserve study. A scope and fee were agreed to. A draft contract is in legal review.

Programmable Thermostats

Programmable thermostats were ordered. We will install them in a handful of units to see whether the transition is smooth, and the thermostat is the correct choice in terms of tenant functionality.

Once we establish the thermostats will work well, we will proceed with a full order to retrofit units. This is on target for the March install.

Heat Registers

Heat registers have been ordered and are being installed.

Laundry Room

We are doing preventative maintenance in the building 11 laundry room which includes cleaning the vents and relacing the flooring.

Security

We have deferred the key pad access locks for buildings 10-14 until after we receive input from the resident satisfaction survey. In speaking with residents who live in the buildings they are unsure whether this will solve a problem, or create a problem. Security and access may not be an issue in buildings with interior hallways. We initially priced the locks which came in quite high and feel we need a locksmith professional to help assess whether the doors can be retrofitted with the chosen keypad lock. This workplan item is being deferred until May.

Interior Hallway Lights

We have received the fixtures and accessories. The install for March is on target.

Wait List

Applicants on the wait list can now view their ranking on the town's website.

Weatherstripping of windows

Supplies have been received, and subcontractor bids were higher than anticipated. We are pursuing additional bids. Staff is weatherstripping windows with unit turnovers and work orders.

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 submetering

This project has been completed. Residents are switching over the new rent structure (as applicable) and paying their own electric bill with lease renewal.

Building Signs

Building identification signs have been ordered and are set to be installed in later February or beginning of March. This is ahead of the April target date.

/mbh & fk

Memo

To: Mayor and Town Council

From: Andrew M. Boyko

Date: February 13, 2020

Re: *Resolution establishing and adopting bylaws for an Advisory Committee on Compensation and Benefits.*

Introduction.

The Town Council expressed an interest in a committee made up of Council Members and Town Staff whose task involves the review of the Town of Mountain Village's policies concerning compensation and benefits of Town Staff. Legal and Staff have reviewed several comparable boards, commissions, and committees from both the public and private sectors. Attached are the draft bylaws for the Town of Mountain Village Advisory Committee on Compensation and Benefits.

Discussion.

Pursuant to the proposed bylaws, the Advisory Committee on Compensation and Benefits ("Advisory Committee") shall be made up of a total of four members. The Membership will include two Town Council Members, who will be joined by the Town Manager, and the Town Human Resource Direction as the remaining Committee Members. The Advisory Committee shall meet three times per year to review and discuss the Town's policies on compensation and benefits for Town Staff. The goal and intent, as represented in both proposed resolution and bylaws, is for the Advisory Committee to allow a portion of the Town Council to more directly review the Town's policies related to compensation and benefits packages. The Advisory Committee will be tasked with the review and subsequent advice concerning such policies while mindful of the Town's employment objectives of the recruitment, motivation, and retention of a qualified and competent staff.

While the Advisory Committee is generally tasked with policy review and providing recommendations to the Town Council based on compensation and benefits, the Advisory Committee will have to be mindful of its authority over Town Staff. Council, as a legislative and policy making body, has certain restrictions outlined in the Town Charter regarding its authority over Town Staff. Specifically, the Mayor and Town Council have the authority to make employment decisions concerning a delineated list of employees. All other employment decisions concerning Town Staff are within the discretion of the Town Manger.

The Advisory Committee role is to execute three specific tasks and one general task. First, the Advisory Committee is tasked with providing a review and determination of market comparisons. Second, the Advisory Committee is tasked with performing an internal review of the Town's goals and objectives concerning the recruitment, motivation, and retention of a qualified and competent work force. Third, the Advisory Committee is to provide the Town Council with a report based upon the aforementioned findings, and review and advise on the development of succession plans. While the Advisory Committee is made up of four Members, the Town Staff may provide staff support in the performance of these tasks. More generally, the Advisory Committee may be tasked with further review and recommendations at the request of the Town Council while being mindful of the limitation of the Advisory Committee.

Conclusion.

The proposed resolution and bylaws establish the Advisory Committee and provides that committee with tasks and direction to proceed with the evaluation of the Town's policies on compensation and benefits. Again, the Advisory Committee is tasked to proceed with the overarching goal and objective of the recruitment, motivation, and retention of a qualified and competent staff.

**BYLAWS OF THE TOWN OF MOUNTAIN VILLAGE
ADVISORY COMMITTEE ON COMPENSATION AND BENEFITS**

**ARTICLE I
Formation and Authority**

Section 1 Name. The name of this Committee shall be the Advisory Committee on Compensation and Benefits ("Advisory Committee"). The Advisory Committee is authorized by the Town of Mountain Village ("Town") Town Council to perform the tasks set forth herein. The Advisory Committee shall not have any binding authority on the Town and shall be limited to the scope specifically set forth herein.

Section 2 Formation. This Advisory Committee shall be formed at the direction and approval of the Town Council. This Advisory Committee is organized pursuant to Section 3.6(d) of the Town Charter, which states that the power to create and dissolve advisory or fact-finding boards, commissions, committees in the course of carrying out its legislative responsibilities.

Section 3 Authority. In the performance of the Responsibilities outlined in Article II of these Bylaws, the Advisory Committee shall comply with all requirements and provisions of local and state law, including but not limited to the Town Charter and Municipal Code. Specifically, the provisions of Article VI of the Town Charter, which states that all Town personnel, other certain expressly stated administrative staff, shall be hired, suspended or dismissed by the Town Manager, with the advice and consent of the Mayor. The Advisory Committee shall at all times act in an advisory capacity to the Town Council and shall not have the authority to unilaterally make employment decisions or make changes Town compensation and benefits packages.

**ARTICLE II
Responsibilities**

Section 1 Tasks. With the purpose of ensuring the recruitment, motivation, and retention of a qualified and competent work force and advising the Town Council with regard to the same, the Advisory Committee shall be tasked with the following:

- A. Task 1: Review and determine a comparable market, considering both public and private employers, to provide reliable and comparative comparisons to the Town's compensation and benefits policies.
- B. Task 2: Perform an internal review of the Town's goals and objectives concerning the recruitment, motivation, and retention of a qualified and competent work force.
- C. Task 3: Provide for consideration of the Town Council an annual report concerning the Town's compensation and benefits policies in light of the Town's goals and objectives regarding employment and recruitment.

- D.** Task 4: At the request of the Mayor and Town Council, perform further review and further advise within the scope of the above outlined tasks and in accordance with the limitations imposed by the local and state law, including but not limited to the Town Charter and Municipal Code.

ARTICLE III Membership

Section 1 Appointments.

- A.** The Town Council shall appoint the Members of the Advisory Committee. There shall be a total of not more than four (4) Members of the Advisory Committee, which shall include two (2) currently serving Town Council Members, the Town Manager, and the Human Resources Director.
- B.** The Town Council may discuss candidates prior to appointment to the Advisory Committee as an action at its regular meeting.

Section 2 Purpose. The responsibilities of the Advisory Committee members are outlined in Article II.

Section 3 Term. The Advisory Committee shall continue at the discretion of the Town Council. Town Councilors appointed to the Advisory Committee shall serve for a period of two (2) years provided they meet the qualifications as set forth herein.

Section 4 Qualifications. Members of the Advisory Committee shall be either currently serving Town Council Members, and must meet all qualifications of such, or current employees of the Town.

Section 5 Replacement. Upon the vacation, removal or expiration of an Advisory Committee member seat, a replacement Advisory Committee member(s) shall be appointed by the Town Council following the same process as the original appointment.

Section 6 Removal. An Advisory Committee member may be removed from the Advisory Committee by majority vote of the non-committee members of the Town Council. Either Member may request the Town Council to remove an Advisory Committee member who is absent from 50% of the regularly scheduled meetings within a 12-month period. (In case of extenuating circumstances, the Advisory Committee may choose to make an exception to this point).

ARTICLE IV Officers and Staff Support

Section 1 Officers. Due to limited membership, the Advisory Committee shall not elect officers. Membership shall share duties and responsibilities to efficiently and appropriately conduct the business of the Advisory Committee.

Section 2 Staffing Support. The Office of the Human Resources, the Town Manager, and other Town Staff at the discretion of the Town Manager shall provide staff support to the Advisory Committee to accomplish the tasks set forth above or as directed by the Town Council. Secretarial duties for the Advisory Committee will be maintained by the Department of Human Resources. Secretarial responsibilities involve the following:

1. To keep minutes at the discretion of the Advisory Committee; and
2. To keep records of the Advisory Committee; and
3. To attend all Advisory Committee meetings; and,
4. To assist with other matters as the Advisory Committee may direct to accomplish the tasks outlined above.

The Advisory Committee shall not direct any Town Staff member in any manner in how to perform their duties as a Town employee.

ARTICLE V Meetings

Section 1 Regular Meetings. The schedule for the meetings shall be collectively determined by the Advisory Committee in consultation with Advisory Committee Members. The Advisory Committee shall hold no more than three (3) regular meetings, which shall be held within the first three fiscal quarters. Attendance by Advisory Committee members shall be in person.

Section 2 Special Meetings. The Advisory Committee shall not call any special meetings outside of the regular meetings.

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

1. Approval of the meeting summary of last meeting
2. Old business
3. New business
4. Adjourn

Section 4 Voting. Due to limited membership, the Advisory Committee shall not have voting authority; rather any and all actions arising out of the Advisory Committee regular meetings shall require unanimous consent of the members. Any such action of the Advisory Committee is intended only to provide a means of creating a recommendation to the Town Council for consideration.

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

Section 6 Rules of Order. Unless otherwise specified in these bylaws, the Advisory Committee will follow procedures outline in Robert's Rules of Order, Newly Revised.

Section 7 Agenda. A Member or appointed staff shall prepare the agenda with input from other Members of the Advisory Committee, and copies distributed in advance of the meeting. Other items of the agenda shall include but not be limited to disposition of minutes of the previous meeting and Committee reports, as well as old and new business.

ADOPTED AND APPROVED by the Town Council at a regular public meeting held on the ____ day of February, 2020.

TOWN OF MOUNTAIN VILLAGE,
TOWN COUNCIL

By: _____
Laila Benitez, Mayor

ATTEST:

Kim Montgomery, Acting Town Clerk

APPROVED AS TO FORM:

Jim Mahoney, Assistant Town Attorney

**RESOLUTION OF THE TOWN OF MOUNTAIN, COLORADO
ESTSABLISHING AND ADOPTING BYLAWS OF AN
ADVISORY COMMITTEE ON COMPENSATION AND BENIFITS**

RESOLUTION No. 2020 - ____

RECITALS:

WHEREAS, the Town Council of the Town of Mountain Village, pursuant to the Town of Mountain Village Home Rule Charter Section 3.6(d), has the authority to create and dissolve advisory or fact-finding boards, commissions or committees which are considered necessary or desirable by the Town Council in the course of carrying out its legislative responsibilities of enacting, amending or repealing ordinance; and

WHEREAS, while pursuant to the Town of Mountain Village Home Rule Charter Section 6.1(a)(2)(I) the Town Council does not have the authority to hire, suspend, or dismiss Town Staff, the Town Council does desire to ensure the recruitment, motivation, and retention of a qualified and competent work force of public servants within the Town of Mountain Village (“Town”); and

WHEREAS, the Town Council wishes to create an Advisory Committee on Compensation and Benefits (“Advisory Committee”); and

WHEREAS, the Advisory Committee will provide advice and recommendations to the Town Council in order to meet the Town’s goals and objectives for the recruitment, motivation, and retention of a qualified and competent staff; and

WHEREAS, the Town Council desires to adopt bylaws for purposes of setting forth the operational structure and mission of the Advisory Committee.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

Section 1. The Bylaws of the Town of Mountain Village Advisory Committee on Compensation and Benefits attached as Exhibit A are hereby adopted and approved.

Section 2. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town Council at a regular public meeting held on the _____ day of February, 2020.

TOWN OF MOUNTAIN VILLAGE,
TOWN COUNCIL


By: _____
Laila Benitez, Mayor

ATTEST:

Kim Montgomery, Acting Town Clerk

APPROVED AS TO FORM:

Jim Mahoney, Assistant Town Attorney

 Business and Government Activity Report For the month ending: January 31st								
Activity	2020			2019			YTD or MTD Variance	
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %
Cable/Internet								
# Residential & Bulk Basic Cable	813	5		867	60		(54)	-6.2%
# Premium Channel Residential & Bulk Subscribers	358	(50)		431	(18)		(73)	-16.9%
# Digital Subscribers	192	(10)		218	11		(26)	-11.9%
# Internet Subscribers	2,010	27		1,989	111		21	1.1%
Average # Phone Subscribers	92	0		101	2		(9)	-8.91%
Village Court Apartments								
Occupancy Rate %	99.09%	-0.46%	99.09%	99.09%	-0.46%	99.09%	0.00%	0.0%
# Vacated Units	2	0	2	0	(2)	0	2	#DIV/0!
# Work Orders Completed	20	(2)	20	21	(7)	21	(1)	-4.8%
# on Waiting List	202	4		145	(9)		57	39.3%
Public Works								
Service Calls	574	(40)	574	251	(87)	251	323	128.7%
Snow Fall Inches	57	19	57	73	20	73	(16)	-21.9%
Snow Removal - Streets & Prkg Lots Hours	967	(163)	967	1,062	210	1,062	(95)	-9.0%
Roadway Maintenance Hours	11	8	11	31	13	31	(20)	-63.9%
Water Billed Consumption Gal.	25,965,000	(20,857,000)	25,965,000	36,111,000	(21,555,000)	36,111,000	(10,146,000)	-28.1%
Sewage Treatment Gal.	10,157,000	(87,403,000)	10,157,000	9,756,000	(82,071,000)	9,756,000	401,000	4.1%
Child Development Fund								
# Infants Actual Occupancy	6.41	0.46		4.78	2.20		1.63	34.1%
# Toddlers Actual Occupancy	14.59	(1.53)		14.90	1.17		(0.31)	-2.1%
# Preschoolers Actual Occupancy	15.77	0.21		17.32	2.73		(1.55)	-8.9%
Transportation and Parking								
GPG (noon snapshot)	10,725	156	10,725	10,074	437	10,074	651	6.5%
GPG Parking Utilization (% of total # of spaces occupied)	75.2%	1.10%	75.2%	70.60%	0.80%	70.6%	4.6%	6.5%
HPG (noon snapshot)	2,068	32	2,068	2,217	284	2,217	(149)	-6.7%
HPG Parking Utilization (% of total # of spaces occupied)	62.9%	0.90%	62.9%	67.50%	6.70%	67.5%	-4.6%	-6.8%
Total Parking (noon snapshot)	16,841	99	16,841	17,036	1,119	17,036	(195)	-1.1%
Parking Utilization (% of total # of spaces occupied)	67.2%	0.40%	67.2%	70.20%	4.60%	70.2%	-3.0%	-4.3%
Paid Parking Revenues	\$58,749	\$17,741	\$58,749	\$37,328	\$10,742	\$37,328	\$21,421	57.4%
Bus Routes # of Passengers	0	(685)	0	0	0	0	0	#DIV/0!
Employee Shuttle # of Passengers	1,446	12	1,446	1,655	236	1,655	(209)	-12.6%
Employee Shuttle Utilization Rate %	46.00%	0.50%	46.0%	59.70%	3.80%	59.7%	-13.70%	-22.9%
Inbound (Vehicle) Traffic (Entrance) # of Cars	72,373	1,646	72,373	68,303	(374)	68,303	4,070	6.0%
<small>part time ee's: town council (7), child care (6), judge seasonal ee's: vehicle mechanic (1) new hires: gondola ops (2), vehicle mechanic (1) terms: gondola ops (3), planner, child care (2), vehicle mechanic reason for terms: moving, no call/ no show (2), personal/ family (3), other job, moved</small>								
Human Resources								
FT Year Round Head Count	84	(2)		82	1		2	2.4%
Seasonal Head Count (FT & PT)	1	(1)		1	(1)		0	0.0%
PT Year Round Head Count	13	(2)		20	(3)		(7)	-35.0%
Gondola FT YR, Seasonal, PT YR Head Count	59	1		61	(3)		(2)	-3.3%
Total Employees	157	(4)		164	(6)		(7)	-4.3%
Gondola Overtime Paid Hours	598	212	598	231	(213)	231	367	158.8%
Other Employee Overtime Paid	79	40	79	121	98	121	(42)	-34.9%
# New Hires Total New Hires	3	(2)	3	7	1	7	(4)	-57.1%
# Terminations	7	1	7	4	1	4	3	75.0%
# Workmen Comp Claims	1	(1)	1	2	1	2	(1)	-50.0%
Workmen Comp Claims Costs	\$0	\$0	\$0	\$2,500	\$2,260	\$2,500	(\$2,500)	-100.0%
Number of Reported Injuries	1	(1)	1	2	0	2	(1)	-50.0%
Marketing & Business Development								
Town Hosted Meetings	4	1	4	4	0	4	0	0.0%
Email Correspondence Sent	16	6	16	11	(2)	11	5	45.5%
E-mail List #	7,403	571		6,181	(2,222)		1,222	19.8%
Ready-Op Subscribers	1,706	1,706		na	na		#VALUE!	#VALUE!
News Articles	21	(10)	21	5	na	5	16	320.0%
Press Releases Sent	3	0	3	0	(1)	0	3	#DIV/0!
Gondola and RETA <i>Current RETA revenues are unaudited</i>								
Gondola # of Passengers	373,223	43,257	373,223	355,781	31,688	355,781	17,442	4.9%
Chondola # of Passengers	32,095	2,253	32,095	33,869	6,293	33,869	(1,774)	-5.2%
RETA fees collected by TMVOA	\$ 369,645	\$ (269,246)	\$ 369,645	\$ 478,098	\$ 154,286	\$ 478,098	(\$108,453)	-22.7%
Recreation <i>Winter = Nov 1 - Apr 30</i>								
Platform Tennis Registrations	46	6	46	45	5	45	1	2.2%
Ice Rink Skaters	1327	(860)	1327	1763	(350)	1763	(436)	-24.7%
Snow Cat Hours	126	36	126	109	106	109	17	15.6%



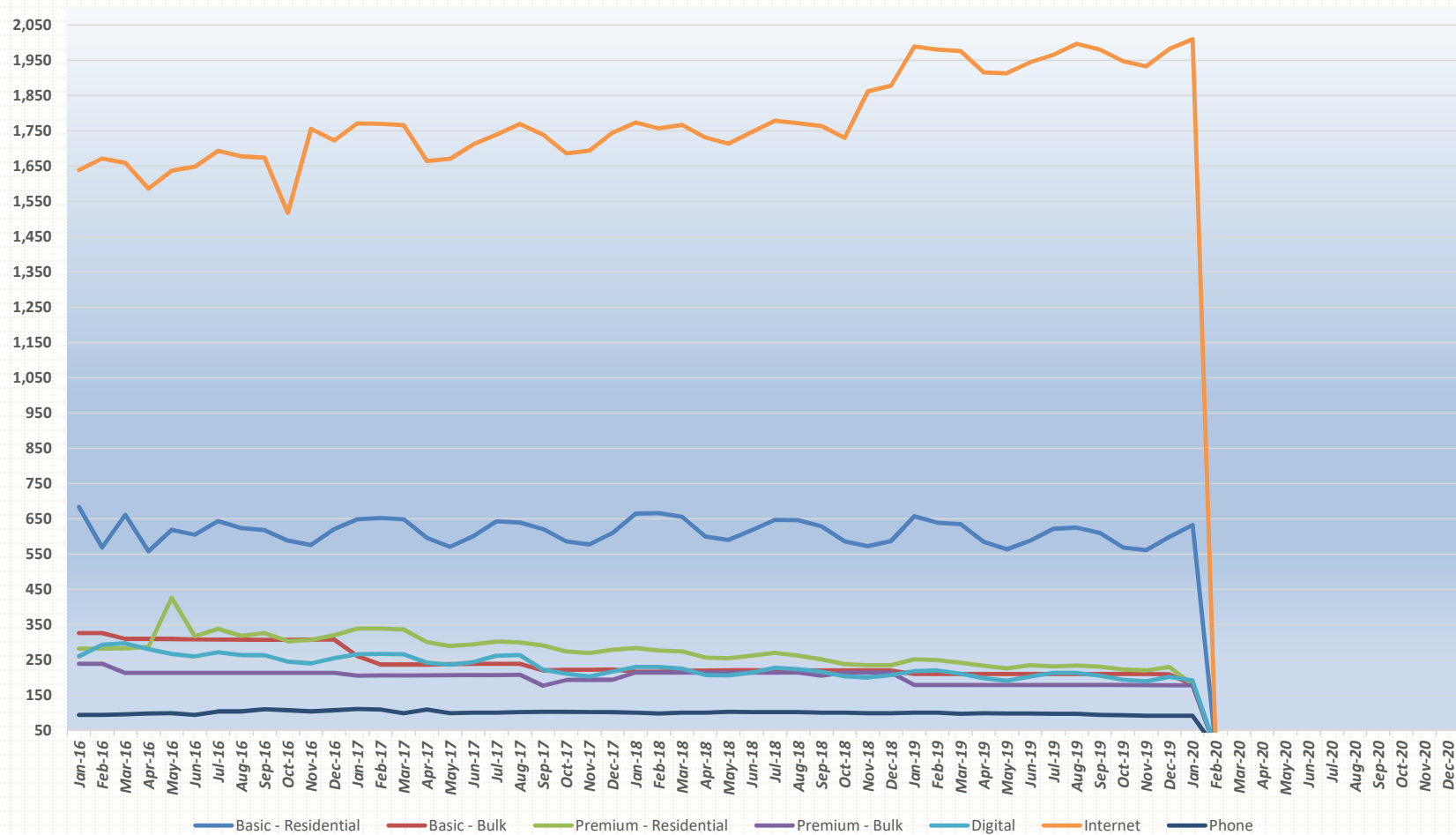
Business and Government Activity Report
For the month ending: January 31st

Activity	2020			2019			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Police									
<i>"non custodial" Summons taken out of Arrests line</i>									
Calls for Service	#	429	(45)	429	370	(36)	370	59	15.9%
Investigations	#	16	(11)	16	23	5	23	(7)	-30.4%
Alarms	#	25	(13)	25	37	(9)	37	(12)	-32.4%
Arrests	#	2	1	2	5	(1)	5	(3)	-60.0%
Summons	#	3	(6)	3	8	#VALUE!	8	(5)	-62.5%
Traffic Contacts	#	25	13	25	2	(9)	2	23	1150.0%
Traffic Tickets Written	#	1	0	1	0	(8)	0	1	#DIV/0!
Parking Tickets Written	#	481	(101)	481	441	(49)	441	40	9.1%
Administrative Dismissals	#	13	5	13	11	4	11	2	18.2%
Building/Planning									
Community Development Revenues		\$12,034	(\$21,761)	\$12,304	\$17,828	\$7,491	\$17,828	(\$5,524)	-31.0%
# Permits Issued		37	4	37	13	-18	13	24	184.6%
Valuation of Mtn Village Remodel/New/Additions Permits		\$185,000	(\$343,184)	\$185,000	\$25,000	(\$216,500)	\$25,000	\$160,000	640.0%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$104,000	(\$19,432)	\$104,000	\$34,800	\$13,100	\$34,800	\$69,200	198.9%
Valuation Telluride Electric/Plumbing Permits		\$171,757	\$56,291	\$171,757	\$285,626	(\$192,124)	\$285,626	(\$113,869)	-39.9%
# Inspections Completed		288	-150	288	142	-64	142	146	102.8%
# Design Review/Zoning Agenda Items		9	-10	9	9	6	9	0	0.0%
# Staff Review Approvals		5	-4	5	6	-28	6	(1)	-16.7%
Plaza Services									
Snow Removal Plaza	Hours	506	(13)	506	762	302	761.8	(256)	-33.5%
Plaza Maintenance	Hours	443	132	443	315	(8)	315	128	40.5%
Lawn Care	Hours	0	0	0	0	0	0	0	#DIV/0!
Plant Care	Hours	37	37	37	8	8	8	28	342.4%
Irrigation	Hours	0	0	0	0	0	0	0	#DIV/0!
TMV Trash Collection	Hours	96	(1)	96	95	7	95	1	1.1%
Christmas Decorations	Hours	191	(122)	191	132	(218)	132	59	44.7%
Residential Trash	Pound	24600	4,350	24,600	26,100	8,400	26100	(1,500)	-5.7%
Residential Recycle	Pound	42000	16,501	42,000	30,246	3,747	30246	11,754	38.9%
Diversion Rate	%	63.06%	7.33%	63.06%	53.68%	-6.27%	53.68%	9.38%	17.5%
Vehicle Maintenance									
# Preventive Maintenance Performed		14	1	14	27	13	27	(13)	-48.1%
# Repairs Completed		18	3	18	18	(1)	18	0	0.0%
Special Projects		0	0	0	9	8	9	(9)	-100.0%
# Roadside Assists		0	0	0	1	1	1	(1)	-100.0%
Finance									
# Other Business Licenses Issued		789	767	789	721	699	721	68	9.4%
# Privately Licensed Rentals		61	59	61	62	62	62	(1)	-1.6%
# Property Management Licensed Rentals		401	397	401	401	400	401	0	0.0%
# Unique VRBO Property Advertisements Listings for MV		437	0		397	(132)		40	10.1%
# Paperless Billing Accts (total paperless customers)		1,103	11		905	15		198	#DIV/0!
# of TMV AR Bills Processed		2,185	7	2,185	2,136	8	2,136	49	2.3%
Accounts Receivable						General Fund Investment Activity			
	TMV Operating Receivables (includes Gondola funding)	Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments					
Current	\$383,638	99.3%	\$430,443	89.2%	\$3,169	50.6%	Change in Value (Month) (\$229,149)		
30+ Days	1,162	0.3%	37,797	7.8%	321	5.1%	Ending Balance \$10,260,001		
60+ Days	160	0.0%	9,936	2.1%	700	11.2%	Investment Income (Month) \$17,831		
90+ Days	15	0.0%	3,939	0.8%	2,079	33.2%	Portfolio Yield 1.94%		
over 120 days	1,369	0.4%	529	0.1%	-	0.0%	Yield Change (Month) -0.06%		
Total	\$ 386,344	100.0%	\$ 482,644	100.0%	\$ 6,269	100.0%			
	Other Billings - CDF, Construction Parking	Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics			
Current	\$35,011	84.4%	\$ 852,261	93.0%	(\$27,883)	76.5%	Population (estimated) 1,434		
30+ Days	2,954	7.1%	42,234	4.6%	(16,298)	44.7%	(Active) Registered Voters 871		
60+ Days	1,538	3.7%	12,334	1.3%	5,710	-15.7%	Property Valuation 314,681,000		
90+ Days	906	2.2%	6,939	0.8%	2,461	-6.8%			
over 120 days	1,065	2.6%	2,963	0.3%	(430)	1.2%			
Total	\$ 41,474	100.0%	\$ 916,731	100.0%	\$ (36,440)	100.0%			

Town of Mountain Village Broadband Subscriber Statistics

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 EBU Subscribers												
Basic - Residential	633	0	0	0	0	0	0	0	0	0	0	0
Increase (Decrease) - Prior Year	-3.65%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Basic - Bulk	180	0	0	0	0	0	0	0	0	0	0	0
Increase (Decrease) - Prior Year	-14.29%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Premium - Residential	180	0	0	0	0	0	0	0	0	0	0	0
Increase (Decrease) - Prior Year	-28.57%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Premium - Bulk	178	0	0	0	0	0	0	0	0	0	0	0
Increase (Decrease) - Prior Year	-0.56%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Digital	192	0	0	0	0	0	0	0	0	0	0	0
Increase (Decrease) - Prior Year	-11.93%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Internet	2,010	0	0	0	0	0	0	0	0	0	0	0
Increase (Decrease) - Prior Year	1.06%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Phone	92	0	0	0	0	0	0	0	0	0	0	0
Increase (Decrease) - Prior Year	-8.91%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
2019 EBU Subscribers												
Basic - Residential	657	639	635	585	564	588	622	625	610	569	561	599
Increase (Decrease) - Prior Year	-1.20%	-4.05%	-3.20%	-2.50%	-4.41%	-4.85%	-3.86%	-3.25%	-3.02%	-2.90%	-2.09%	2.04%
Basic - Bulk	210	210	210	210	210	210	210	210	210	210	210	209
Increase (Decrease) - Prior Year	-2.78%	-2.78%	-4.11%	-4.55%	-4.55%	-4.55%	-4.55%	-4.55%	-4.55%	-4.55%	-4.55%	-5.00%
Premium - Residential	252	249	242	233	226	235	232	234	231	223	220	230
Increase (Decrease) - Prior Year	-11.27%	-10.11%	-11.68%	-9.34%	-11.37%	-10.31%	-14.07%	-10.69%	-8.33%	-6.30%	-6.38%	-2.13%
Premium - Bulk	179	179	179	179	179	179	179	179	179	179	179	178
Increase (Decrease) - Prior Year	-16.36%	-16.36%	-16.36%	-16.36%	-16.36%	-16.36%	-16.36%	-16.36%	-12.68%	-16.36%	-16.36%	-16.82%
Digital	218	220	211	198	191	203	213	213	205	194	189	202
Increase (Decrease) - Prior Year	-5.22%	-4.35%	-6.22%	-4.35%	-7.28%	-5.14%	-6.58%	-4.91%	-5.09%	-4.90%	-5.50%	-2.42%
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
Increase (Decrease) - Prior Year	12.12%	12.75%	11.83%	10.69%	11.67%	11.33%	10.51%	12.70%	12.30%	12.60%	3.81%	5.59%
Phone	101	101	97	99	98	98	97	97	94	93	92	92
Increase (Decrease) - Prior Year	0.00%	3.06%	-3.96%	-1.98%	-4.85%	-3.92%	-4.90%	-4.90%	-6.93%	-7.92%	-7.07%	-7.07%
2018 EBU Subscribers												
Basic - Residential	665	666	656	600	590	618	647	646	629	586	573	587
Increase (Decrease) - Prior Year	2.47%	1.99%	1.08%	0.67%	3.33%	2.83%	0.62%	0.94%	1.29%	0.00%	-0.69%	-3.77%
Basic - Bulk	216	216	219	220	220	220	220	220	220	220	220	220
Increase (Decrease) - Prior Year	-17.24%	-8.86%	-7.59%	-7.17%	-7.56%	-7.95%	-7.95%	-7.95%	0.00%	-0.90%	-0.90%	-1.35%
Premium - Residential	284	277	274	257	255	262	270	262	252	238	235	235
Increase (Decrease) - Prior Year	-16.22%	-18.29%	-18.45%	-14.62%	-11.76%	-10.88%	-10.60%	-12.67%	-13.40%	-13.14%	-12.64%	-15.77%
Premium - Bulk	214	214	214	214	214	214	214	214	205	214	214	214
Increase (Decrease) - Prior Year	4.39%	3.88%	3.88%	3.88%	3.38%	3.38%	3.38%	2.88%	15.82%	10.88%	10.31%	10.31%
Digital	230	230	225	207	206	214	228	224	216	204	200	207
Increase (Decrease) - Prior Year	-13.53%	-13.86%	-15.41%	-14.46%	-13.08%	-12.30%	-12.98%	-15.15%	-2.70%	-3.32%	-1.48%	-4.61%
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
Increase (Decrease) - Prior Year	0.17%	-0.73%	0.06%	3.96%	2.57%	2.04%	2.30%	0.11%	1.38%	2.61%	9.92%	7.62%
Phone	101	98	101	101	103	102	102	102	101	101	99	99
Increase (Decrease) - Prior Year	-9.01%	-10.09%	2.02%	-7.34%	4.04%	2.00%	2.00%	0.00%	-1.94%	-1.94%	-2.94%	-2.94%
2017 EBU Subscribers												
Basic - Residential	649	653	649	596	571	601	643	640	621	586	577	610
Increase (Decrease) - Prior Year	-5.12%	14.76%	-1.82%	6.81%	-7.75%	-0.66%	-0.16%	2.56%	0.49%	-0.34%	0.17%	-1.77%
Basic - Bulk	261	237	237	237	238	239	239	239	220	222	222	223
Increase (Decrease) - Prior Year	-19.94%	-27.30%	-23.55%	-23.55%	-23.23%	-22.40%	-22.40%	-22.40%	-28.34%	-27.69%	-27.92%	-27.60%
Premium - Residential	339	339	336	301	289	294	302	300	291	274	269	279
Increase (Decrease) - Prior Year	20.21%	20.21%	18.73%	4.88%	-32.16%	-7.26%	-10.65%	-5.66%	-10.74%	-9.57%	-12.38%	-12.81%
Premium - Bulk	205	206	206	206	207	207	207	208	177	193	194	194
Increase (Decrease) - Prior Year	-14.23%	-13.81%	-3.29%	-3.29%	-2.82%	-2.82%	-2.82%	-2.35%	-16.90%	-9.39%	-8.92%	-8.92%
Digital	266	267	266	242	237	244	262	264	222	211	203	217
Increase (Decrease) - Prior Year	2.31%	-8.87%	-10.44%	-13.88%	-11.24%	-6.15%	-3.68%	0.00%	-15.59%	-13.88%	-15.42%	-14.90%
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
Increase (Decrease) - Prior Year	8.05%	5.86%	6.45%	4.98%	2.08%	3.82%	2.72%	5.48%	3.94%	11.07%	-3.53%	1.28%
Phone	111	109	99	109	99	100	100	102	103	103	102	102
Increase (Decrease) - Prior Year	18.09%	15.96%	3.13%	11.22%	0.00%	6.38%	-3.85%	-1.92%	-6.36%	-3.74%	-1.92%	-4.67%
2016 EBU Subscribers												
Basic - Residential	684	569	661	558	619	605	644	624	618	588	576	621
Increase (Decrease) - Prior Year												
Basic - Bulk	326	326	310	310	310	308	308	308	307	307	308	308
Increase (Decrease) - Prior Year												
Premium - Residential	282	282	283	287	426	317	338	318	326	303	307	320
Increase (Decrease) - Prior Year												
Premium - Bulk	239	239	213	213	213	213	213	213	213	213	213	213
Increase (Decrease) - Prior Year												
Digital	260	293	297	281	267	260	272	264	263	245	240	255
Increase (Decrease) - Prior Year												
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
Increase (Decrease) - Prior Year												
Phone	94	94	96	98	99	94	104	104	110	107	104	107
Increase (Decrease) - Prior Year												

Cable/Phone/Internet Subscribers 2016-present



TOWN OF MOUNTAIN VILLAGE

Account Number: 1AB22317

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

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
3133EJCN7	FEDERAL FARM CREDIT BANK	02/14/20	2.070%	250,000.000	100.0188	250,047.03		N
3134G9AY3	FREDDIE MAC	04/28/20	1.350%	250,000.000	99.9509	249,877.35		Y
9128284J6	UNITED STATES TREASURY NOTE	04/30/20	2.375%	250,000.000	100.1680	250,419.92		
3130ACN83	FEDERAL HOME LOAN BANK	05/15/20	1.700%	250,000.000	100.0420	250,105.10		Y
3133EGAZ8	FEDERAL FARM CREDIT BANK	02/17/21	1.580%	250,000.000	99.9127	249,781.78		Y
3133EK4J2	FEDERAL FARM CREDIT BANK	07/28/21	1.820%	500,000.000	100.0010	500,005.21		Y
3134GT2Q5	FREDDIE MAC	08/19/21	2.000%	500,000.000	100.0204	500,102.13		Y
3130AGZN8	FEDERAL HOME LOAN BANK	09/24/21	1.750%	500,000.000	100.1107	500,553.56		Y
3130AHEG4	FEDERAL HOME LOAN BANK	04/28/22	1.800%	500,000.000	100.0462	500,231.09		Y
3134GUPJ3	FREDDIE MAC	05/11/22	1.820%	500,000.000	100.0043	500,021.51		Y
3134GUSF8	FREDDIE MAC	05/19/22	1.800%	500,000.000	100.0540	500,269.94		Y
3134GUBH2	FREDDIE MAC	06/16/22	2.050%	500,000.000	100.0313	500,156.44		Y
3133EKQ90	FEDERAL FARM CREDIT BANK	09/23/22	2.000%	500,000.000	100.1331	500,665.42		Y
3134GTB77	FREDDIE MAC	04/17/23	2.150%	500,000.000	100.0493	500,246.42		Y
3134GULW8	FREDDIE MAC	07/28/23	2.000%	500,000.000	100.0336	500,168.09		Y
3133EKM94	FEDERAL FARM CREDIT BANK	09/11/23	1.900%	500,000.000	100.1540	500,770.20		Y
3133EKG59	FEDERAL FARM CREDIT BANK	02/27/24	2.030%	500,000.000	100.0093	500,046.39		Y
3134GTQS5	FREDDIE MAC	06/03/24	2.625%	500,000.000	100.2677	501,338.49		Y
3134GTQR7	FREDDIE MAC	06/05/24	2.650%	500,000.000	100.3491	501,745.62		Y
459058HG1	INTL BK RECON & DEVELOP	09/23/24	2.200%	500,000.000	100.3195	501,597.37		Y
3130AHUU5	FEDERAL HOME LOAN BANK	10/28/24	1.875%	1,000,000.000	100.1482	1,001,482.25		Y
3135G0X57	FANNIE MAE	01/24/25	2.000%	500,000.000	100.0740	500,369.99		Y
				10,250,000.000		10,260,001.30	0.00	

*See important information regarding security pricing on Page 2.

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



Memorandum

To: Town Council
From: Kevin Swain, Finance Director
Date: February 11, 2020
Re: Town of Mountain Village Financial Statements through December 2019

Mountain Village Financials Statements through December 2019

General Fund Summary

These financials are unaudited. Changes to some of the items may be made in year-end adjustments. Budgets have been updated to reflect the revised 2019 budget, adopted December 12, 2019. The General Fund reflects a surplus of \$1.7 million. Permit and use taxes are now over prior year but under budget. Sales taxes show an increase of 13% over prior year and 2% over budget. Revenues of \$11.7 million were over budget by \$173,555.

Total GF operating expenditures of \$8.9 million were under budget by \$826,000.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ -	\$ 17,970	\$ -	(17,970)
Child Development Fund	\$ 17,180	\$ 154,911	\$ 107,323	(47,588)
Conference Center Subsidy	\$ -	\$ 215,833	\$ 197,239	(18,594)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 81,481	\$ 547,108	\$ 560,214	13,106
Broadband Fund	\$ 423,361	\$ 648,805	\$ 423,361	(225,444)
Vehicle & Equipment Acquisition Fund	\$ 50,673	\$ 216,081	\$ 156,440	(59,641)

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	\$ (15,665)	\$ 583,013	\$ 567,972	(15,041)
*Tourism Fund	\$ 2,213	\$ 34,924	\$ 18,402	(16,521)
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific ownership taxes)	\$ 2,658	\$ 32,000	\$ 27,548	(4,452)
AHDF (Housing Office Support)	\$ 21,404	\$ 20,706	\$ 21,404	698

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, a community services vehicle, and Police equipment have been purchased. A transfer from the General Fund in the amount of \$156,440 has been made and \$14,725 in gains on the sale of an asset has been recorded.

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.

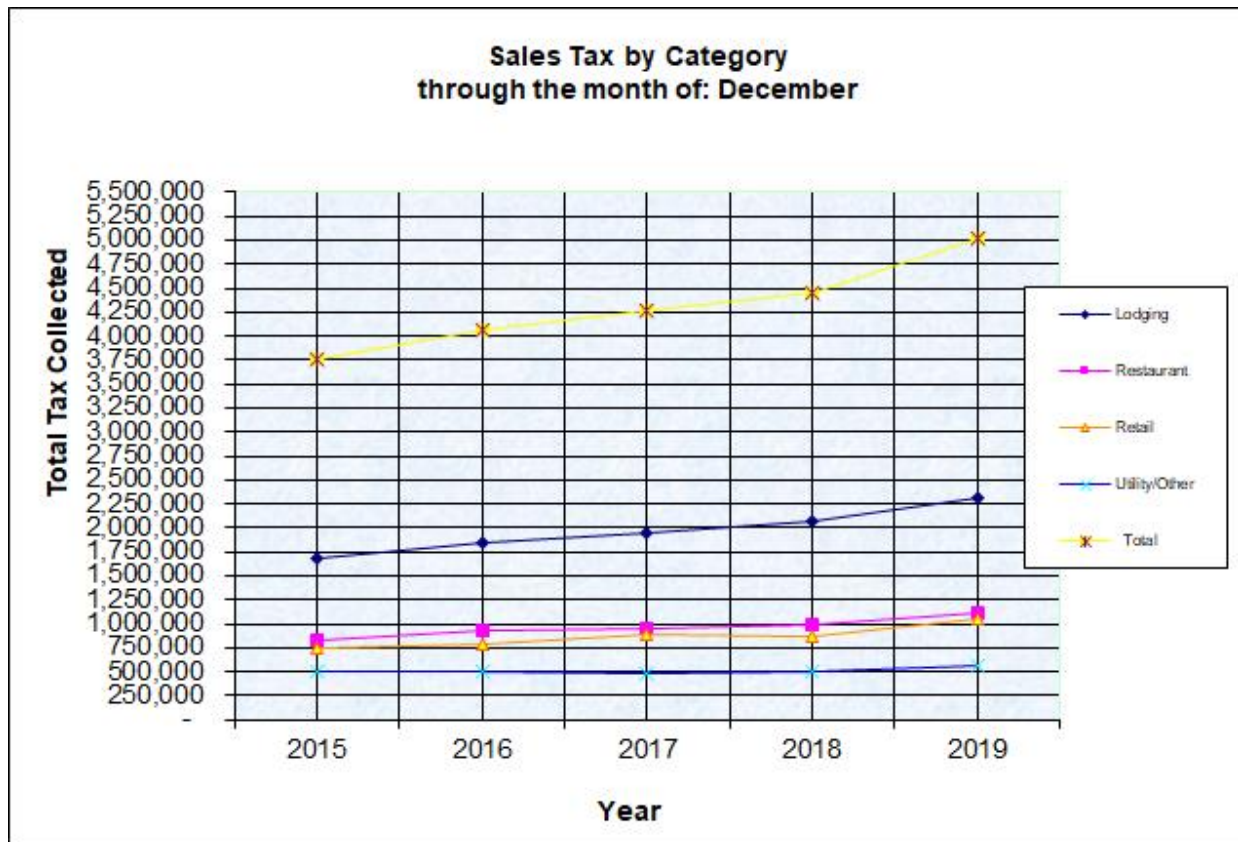
Mortgage Assistance Fund – No Fund Income Statement Attached

\$60,000 in employee down payment assistance has been granted and paid. \$54,489 was transferred from the AHDF.

Sales Tax

Sales taxes of \$5 million are 13% over 2018 and are over budget by 2%. Retail shows the highest growth at 20.3%, followed by utility/other at 11.7%. 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 December 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	37,582,678	40,954,783	9%	43,143,970	5%	46,181,397	7%	51,436,308	5,254,911	11.38%
Restaurant	18,425,565	20,589,021	12%	21,149,461	3%	22,136,428	5%	24,574,558	2,438,130	11.01%
Retail	16,511,742	17,407,997	5%	19,663,256	13%	19,245,580	-2%	23,159,641	3,914,061	20.34%
Utility/Other	10,964,840	11,122,171	1%	10,939,985	-2%	11,205,285	2%	12,517,706	1,312,421	11.71%
Total	83,484,824	90,073,972	8%	94,896,671	5%	98,768,690	4%	111,688,213	12,919,523	13.08%



Tourism Fund

2019 restaurant taxes totaling \$492,476 have been collected and \$484,370 was tendered to the airline guarantee program. \$2,059,379 in lodging taxes were collected and \$2,033,720 was tendered to the airline guarantee program and to MTI. Previous year lodging and restaurant taxes of \$7,091 were collected in 2019. Additional Funding of \$50,995 was also made for the guest services agent. The Town retained \$33,765 in administrative fees, and penalties and interest of \$3,330. These fees are offset by the additional funding for the guest services agent.

Lodging taxes are exceeding prior year by 11.6% and trailing budget by 1.1%. Restaurant taxes are ahead of prior year and budget by 11.3% and 3.9%, respectively.

Town of Mountain Village Colorado Lodging Tax Summary													
	2015		2016		2017		2018		2019		2018	2019	Budget
	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Var %	Budget	Var %
	(4%)	(4%)	(4%)	(4%)	(4%)	(4%)	(4%)	(4%)	(4%)	(4%)			
January	216,904	193,315	245,628	273,707	300,246	9,70%	310,670	-3.47%					
February	231,700	243,339	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	138,748	0.72%	154,465	-11.33%					
July	136,711	153,342	158,585	170,730	195,548	14.54%	192,684	1.46%					
August	88,990	111,760	112,264	136,080	160,617	18.03%	153,322	4.54%					
September	113,475	139,363	148,624	171,040	156,543	-8.48%	193,298	-23.48%					
October	22,812	31,322	34,399	34,696	46,479	33.96%	40,217	13.47%					
November	11,372	14,725	18,535	17,307	14,492	-16.27%	19,477	-34.40%					
December	226,508	261,808	290,808	283,658	292,389	3.08%	316,017	-8.08%					
Total	1,463,449	1,590,676	1,725,680	1,846,001	2,059,379	11.56%	2,082,475	-1.12%					
Tax Base	36,586,237	39,766,902	43,142,003	46,150,032	51,484,466		52,061,875						

Town of Mountain Village Colorado Restaurant/Bar Tax Summary													
	2015		2016		2017		2018		2019		2018	2019	Budget
	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Activity	Var %	Budget	Var %
	(2%)	(2%)	(2%)	(2%)	(2%)	(2%)	(2%)	(2%)	(2%)	(2%)			
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	42,795	15.91%	39,292	8.19%					
October	9,492	11,312	13,519	12,695	17,556	38.29%	13,729	21.80%					
November	6,637	5,099	5,352	7,221	3,426	-52.56%	7,575	-121.09%					
December	55,055	59,070	54,303	53,383	56,574	5.98%	55,861	1.26%					
Total	366,759	411,969	423,017	442,390	492,476	11.32%	473,400	3.87%					
Tax Base	18,337,941	20,598,437	21,150,852	22,119,524	24,623,794		23,670,000						

Business license fees of \$321,392 are over budget 2% and over prior year (\$7,839). \$302,108 was remitted to MTI and \$26,713 in admin fees and penalties were transferred to the General Fund.

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

	2019					2018	2017	2016	
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Revenues									
Charges for Services	\$ 364,489	\$ 323,457	\$ 41,032	12.69%	\$ 323,457	\$ (41,032)	\$ 388,660	\$ 489,267	\$ 268,083
Contributions	39,781	43,438	(3,657)	-8.42%	43,438	3,657	8,783	74,551	45,209
Fines and Forfeits	10,151	12,241	(2,090)	-17.07%	12,241	2,090	61,398	8,282	11,157
Interest Income	285,023	200,000	85,023	42.51%	200,000	(85,023)	156,638	32,522	47,908
Intergovernmental	629,801	563,978	65,823	11.67%	563,978	(65,823)	475,260	374,212	377,290
Licenses and Permits	422,603	411,010	11,593	2.82%	411,010	(11,593)	353,865	566,818	302,975
Miscellaneous Revenues	82,058	72,843	9,215	12.65%	72,843	(9,215)	65,618	245,763	86,312
Taxes and Assessments	9,885,648	9,919,032	(33,384)	-0.34%	9,919,032	33,384	9,050,695	9,460,884	8,485,683
Total Revenues	11,719,554	11,545,999	173,555	1.50%	11,545,999	(173,555)	10,560,917	11,252,299	9,624,617
Operating Expenses									
Legislation & Council	86,096	89,253	(3,157)	-3.54%	89,253	3,157	84,204	96,623	59,066
Town Manager	271,328	273,874	(2,546)	-0.93%	273,874	2,546	254,752	250,003	227,719
Administrative Services	376,454	394,981	(18,527)	-4.69%	394,981	18,527	361,634	367,609	365,761
Finance	829,302	856,263	(26,961)	-3.15%	856,263	26,961	833,372	811,431	793,106
Technical	367,223	429,516	(62,293)	-14.50%	429,516	62,293	336,654	193,434	163,641
Human Resources	325,618	356,675	(31,057)	-8.71%	356,675	31,057	352,818	296,357	291,849
Town Attorney	422,153	475,000	(52,847)	-11.13%	475,000	52,847	414,772	450,145	538,421
Communications and Business Development	564,004	596,673	(32,669)	-5.48%	596,673	32,669	426,418	241,594	315,756
Municipal Court	31,494	32,541	(1,047)	-3.22%	32,541	1,047	29,981	30,713	28,827
Police Department	946,113	971,859	(25,746)	-2.65%	971,859	25,746	828,532	779,607	781,208
Community Services	54,216	54,529	(313)	-0.57%	54,529	313	52,017	50,184	47,130
Community Grants and Contributions	124,863	125,350	(487)	-0.39%	125,350	487	122,850	106,000	77,500
Roads and Bridges	1,076,068	1,129,614	(53,546)	-4.74%	1,129,614	53,546	1,033,147	1,067,792	1,061,715
Vehicle Maintenance	441,427	465,143	(23,716)	-5.10%	465,143	23,716	423,267	579,205	461,527
Municipal Bus	244,774	272,681	(27,907)	-10.23%	272,681	27,907	217,479	195,188	186,049
Employee Shuttle	49,102	88,032	(38,930)	-44.22%	88,032	38,930	72,359	44,498	44,219
Parks & Recreation	457,796	542,841	(85,045)	-15.67%	542,841	85,045	536,834	513,115	443,790
Plaza Services	1,273,114	1,332,738	(59,624)	-4.47%	1,332,738	59,624	1,194,366	1,094,831	1,240,457
Public Refuse Removal	61,684	62,083	(399)	-0.64%	62,083	399	64,707	50,937	47,230
Building/Facility Maintenance	214,389	251,152	(36,763)	-14.64%	251,152	36,763	203,608	193,090	167,933
Building Division	270,591	466,614	(196,023)	-42.01%	466,614	196,023	322,544	296,639	7,301
Housing Division Office	21,404	20,706	698	3.37%	20,706	(698)	19,630	18,998	364,795
Planning and Zoning Division	349,758	394,167	(44,409)	-11.27%	394,167	44,409	534,894	390,394	494,556
Contingency	84,246	86,723	(2,477)	-2.86%	86,723	2,477	-	-	33,501
Total Operating Expenses	8,943,217	9,769,008	(825,791)	-8.45%	9,769,008	825,791	8,720,839	8,118,387	8,243,057
Surplus / Deficit	2,776,337	1,776,991	999,346	56.24%	1,776,991	(999,346)	1,840,078	3,133,912	1,381,560
Capital Outlay	271,964	296,500	(24,536)	-8.28%	296,500	24,536	181,646	940,709	101,004
Surplus / Deficit	2,504,373	1,480,491	1,023,882	69.16%	1,480,491	(1,023,882)	1,658,432	2,193,203	1,280,556
Other Sources and Uses									
Sale of Assets	14,953	15,000	(47)	-0.31%	15,000	47	30,533	-	4,822
Transfer (To) From Affordable Housing	(560,214)	(547,108)	(13,106)	2.40%	(547,108)	13,106	(493,047)	(474,477)	(445,361)
Transfer (To) From Affordable Housing-Housing Off	21,404	20,706	698	3.37%	20,706	(698)	19,630	18,998	-
Transfer (To) From Broadband	(423,361)	(648,805)	225,444	-34.75%	(648,805)	(225,444)	10,000	-	-
Transfer (To) From Child Development	(107,323)	(154,911)	47,588	-30.72%	(154,911)	(47,588)	(155,758)	(120,404)	(67,460)
Transfer (To) From Capital Projects	-	(17,970)	17,970	-100.00%	(17,970)	(17,970)	(11,247)	(266,071)	(355,658)
Transfer (To) From Debt Service	27,548	32,000	(4,452)	-13.91%	32,000	4,452	29,307	357,151	136,536
Transfer (To) From Overhead Allocation	567,972	583,013	(15,041)	-2.58%	583,013	15,041	540,924	482,133	431,654
Transfer (To) From Parking Services	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From Conference Center	(197,239)	(215,833)	18,594	-8.62%	(215,833)	(18,594)	(202,543)	(199,089)	(196,206)
Transfer (To) From Tourism	18,402	34,924	(16,521)	-47.31%	34,924	16,521	44,344	37,942	25,755
Transfer (To) From Vehicle/Equipment	(156,440)	(216,081)	59,641	-27.60%	(216,081)	(59,641)	(356,833)	(561,775)	(353,671)
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(794,298)	(1,115,064)	320,767	-28.77%	(1,115,065)	(320,768)	(544,691)	(725,592)	(819,589)
Surplus / Deficit	\$ 1,710,075	\$ 365,427	\$ 1,344,649	367.97%	\$ 365,426	\$ (1,344,650)	\$ 1,113,741	\$ 1,467,611	\$ 460,967

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
Beginning Fund Balance	\$ 11,955,996	\$ 10,243,321
<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	10,041,918	6,984,594
Ending Fund Balance	\$ 13,666,071	\$ 10,608,747

Revenues

Taxes & Assessments - Property taxes are lagging budget \$14,000. This is due to abatements. Specific Ownership taxes are exceeding budget by \$12,000 and are \$2,200 more than prior year. Sales tax revenues are 3% over budget and 13% over prior year. Construction use tax is greater than prior year but under budget.

Licenses & Permits - Construction permits are under budget \$18,800, plumbing permits are on budget, electrical permits are over budget.

Intergovernmental - Intergovernmental revenues are ahead of budget in highway user taxes, SMART billings, and conservation trust funds.

Charges for Services - DRB fees are over budget \$18,000, road impact fees are over budget \$28,000.

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

Building Division - \$196,023 Savings in employee costs due to turnover, energy mitigation funds, and environmental incentives.

Parks and Recreation - \$85,045 Wayfinding, vehicle repair, ice rink expense, and trail materials are under budget.

Technical - \$62,293 Under budget in contracted services and certain program support fees.

Plaza Services - \$59,624 Savings in personnel expense, paver/planter repair, and electricity.

Road & Bridge - \$53,546 Vehicle and bridges repair & maintenance and employee costs are under budget.

Town Attorney - \$52,847 Outside general counsel and general legal are under budget.

Planning & Zoning - \$44,409 Savings in personnel costs and consulting.

Employee Shuttle - \$38,930 Gasoline and repairs and maintenance is under budget.

Building/Facility Maintenance - \$36,763 Under budget in personnel costs and boiler and street light repair.

Over Budget

Housing Division (Office) - \$698 Employee costs are over budget due to worker's compensation.

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

	2019						2018	2017	2016
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
Tourism Fund									
Revenues									
Business License Fees	\$ 321,392	\$ 315,307	\$ 6,085	2%	\$ 315,307	\$ (6,085)	\$ 313,553	\$ 320,857	\$ 296,585
Lodging Taxes - Condos/Homes	1,130,092	1,143,519	(13,427)	-1%	1,143,519	13,427	1,005,648	965,419	912,743
Lodging Taxes - Hotels	929,287	938,956	(9,669)	-1%	938,956	9,669	834,041	755,468	725,343
Lodging Taxes - Prior Year	5,311	5,500	(189)	-3%	5,500	189	6,751	692	824
Penalties and Interest	10,759	10,500	259	2%	10,500	(259)	23,208	14,565	15,635
Restaurant Taxes	492,476	473,400	19,076	4%	473,400	(19,076)	440,611	422,623	411,969
Restaurant Taxes - Prior Year	1,779	1,800	(21)	-1%	1,800	21	394	-	85
Total Revenues	2,891,095	2,888,982	2,113	0%	2,888,982	(2,113)	2,624,206	2,479,623	2,363,183
Tourism Funding									
Additional Funding	50,995	40,000	10,995	27%	40,000	(10,995)	31,694	27,915	38,000
Airline Guaranty Funding	1,496,068	1,484,345	11,723	1%	1,484,345	(11,723)	1,336,941	1,257,744	1,206,879
MTI Funding	1,324,130	1,327,214	(3,084)	0%	1,327,214	3,084	1,208,727	1,153,787	1,090,050
Total Tourism Funding	2,871,193	2,851,558	19,635	99%	2,851,558	(19,635)	2,577,363	2,439,446	2,334,929
Surplus / Deficit	19,902	37,424	(17,521)	-47%	37,424	17,521	46,844	40,177	28,255
Administrative Fees									
Audit Fees	1,500	2,500	(1,000)	-40%	2,500	1,000	2,500	2,235	2,500
Total Administrative Fees	1,500	2,500	(1,000)	-40%	2,500	1,000	2,500	2,235	2,500
Surplus / Deficit	18,402	34,924	(16,521)	-47%	34,924	16,521	44,344	37,942	25,755
Other Sources and Uses									
Transfer (To) From Other Funds	(18,402)	(34,924)	16,521	-47%	(34,924)	(16,521)	(44,344)	(37,942)	(25,755)
Total Other Sources and Uses	(18,402)	(34,924)	16,521	-47%	(34,924)	(16,521)	(44,344)	(37,942)	(25,755)
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Parking Services Fund									
Revenues									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ 5,985	\$ 12,230	\$ 9,953
Fines and Forfeits	48,269	46,929	1,340	3%	46,929	(1,340)	40,283	10,156	48,374
Gondola Parking Garage	93,914	84,805	9,109	11%	84,805	(9,109)	87,360	115,680	105,111
Heritage Parking Garage	247,733	243,326	4,407	2%	243,326	(4,407)	207,257	195,112	157,278
Parking in Lieu Buyouts	-	-	-	#DIV/0!	-	-	-	80,000	6,214
Parking Meter Revenues	25,527	27,174	(1,647)	-6%	27,174	1,647	21,914	18,105	14,605
Parking Permits	11,350	11,855	(505)	-4%	11,855	505	14,115	12,546	-
Special Event Parking	135,833	106,000	29,833	28%	106,000	(29,833)	50,628	49,286	65,897
Total Revenues	562,626	520,089	42,537	8%	520,089	(42,537)	427,542	493,115	407,432
Operating Expenses									
Other Operating Expenses	107,505	104,769	2,736	3%	104,769	(2,736)	20,491	53,327	5,874
Personnel Expenses	136,350	138,461	(2,111)	-2%	138,461	2,111	116,607	120,937	113,641
Gondola Parking Garage	55,751	70,084	(14,333)	-20%	70,084	14,333	42,640	76,389	38,268
Surface Lots	20,578	28,900	(8,322)	-29%	28,900	8,322	46,338	63,794	18,802
Heritage Parking Garage	70,329	92,680	(22,351)	-24%	92,680	22,351	72,868	89,744	89,770
Meadows Parking	1,016	-	1,016	#DIV/0!	-	(1,016)	1,000	1,000	15,454
Total Operating Expenses	391,529	434,894	(43,365)	-10%	434,894	43,365	299,944	405,191	281,809
Surplus / Deficit	171,097	85,195	85,902	101%	85,195	(85,902)	127,598	87,924	125,623
Capital									
Capital	94,266	104,800	(10,534)	-10%	104,800	10,534	5,615	4,800	4,800
Surplus / Deficit	76,831	(19,605)	96,436	-492%	(19,605)	(96,436)	121,983	83,124	120,823
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(42,374)	(42,374)	-	0%	(42,374)	-	(33,571)	(32,899)	(30,285)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(42,374)	(42,374)	-	0%	(42,374)	-	(33,571)	(32,899)	(30,285)
Surplus / Deficit	\$ 34,457	\$ (61,979)	\$ -	0%	\$ (61,979)	\$ -	\$ 88,412	\$ 50,225	\$ 90,538
Beginning Fund Balance	\$ 232,422	\$ 85,864	\$ 146,558						
Ending Fund Balance	\$ 266,879	\$ 23,885	\$ 242,994						

Parking revenues are over budget \$42,500. HPG revenues are under budget 2% and over prior year 19%. Parking meter (surface lots) revenues are under budget 6% and over prior year 16%. GPG is over budget and prior year 11% and 7%. Parking fines are over budget 3%. Personnel costs and other (general parking) costs are on budget. GPG is under budget in supplies and general maintenance but over in elevator maintenance (due to damaged doors), and electrical work. Surface lots is under budget in general maintenance. HPG has budget savings in tech support, general maintenance, striping, supplies, and shared costs. The 2019 transfer to the General Fund is \$42,374, which is the overhead allocation.



To: TMVOA; Town Council
From: Kevin Swain, Finance Director
Date: February 12, 2020
Re: Gondola Quarterly Report, December 30, 2019

At quarter end December 2019, the gondola fund is \$392,370 under budgeted expenses.

Gondola Fund - Expenditures

1. Mobile Aerial Rapid Rescue System (MARRS):

Annual budget: \$76,246
YTD expenditures: \$68,079
YTD budget: \$76,246

MARRS is 10.7% under budget. This is primarily due to savings in personnel costs and no expenditure was made for the zip bikes.

2. Chondola Operations and Maintenance:

Annual budget: \$198,985
YTD expenditures: \$176,214
YTD budget: \$198,985

Chondola operations expenses are under budget by 13.9%. There are savings in utilities, TSG labor, personnel costs, and grip jaws.

3. Gondola Operations:

Annual budget: \$1.87 million (includes grant success fees)
YTD expenditures: \$1.82 million
YTD budget: \$1.87 million

Gondola operations were under budget by \$51,500. The main savings are in group insurance and personnel costs. There are savings in uniforms also.

4. Gondola Maintenance:

Annual budget: \$1.34 million
YTD expenditures: \$1.28 million
YTD budget: \$1.34 million

Gondola maintenance is under budget in employee costs, and parts.

5. Fixed, General, Overhead and Administration:

Annual budget: \$450,556

YTD expenditures: \$445,396

YTD budget: \$450,556

FGOA costs are \$5,160 under budget. Communications is over budget (due in part to the purchase of new radios) but there are budget savings in electricity and gondola shuttle expenses.

6. Town Administrative Overhead:

Annual Budget: \$55,000

YTD transfer: \$39,959

YTD budget: \$55,000

Administrative allocations are based on actual hours and are considered a transfer to the General Fund rather than an expense.

7. Major Repairs and Replacements:

Annual Budget: \$1.26 million (there are matching grant funds of \$690,800 towards expenses)

YTD expenditures: \$1.15 million

YTD budget: \$1.26 million

Expenditures made were for the fiber optics control system, cabin refurbishments, wayfinding, cabin window buffing, and station upgrades.

8. Capital Outlay:

Annual Budget: \$28,000

YTD expenditures: \$34,688

YTD budget: \$28,000

Capital expenditures were for a vehicle, bike racks, and a gondola cabin.

Overall Financial Performance through December 2019

Total gondola expenditures in 2019 of \$4.9 million were 7% under budget. Total funding for the period of \$5 million was primarily provided by TMVOA (78%), with contributions of approximately \$3.9 million, \$212,387 (4%) provided by TSG from lift ticket sales, grant funding of \$840,811 (16%) and miscellaneous revenues and event operations funding of \$43,043.

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

	2019					2018	2017	2016	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Event Operations Funding	\$ 6,262	\$ -	\$ 6,262	#DIV/0!	\$ -	\$ (6,262)	\$ 3,556	\$ 14,157	\$ 7,029
Event Operations Funding - TOT	36,000	36,000	-	0.00%	36,000	-	36,000	36,000	36,000
Operations Grant Funding	141,241	141,240	1	0.00%	141,240	(1)	145,719	149,982	150,100
Capital/MR&R Grant Funding	699,570	690,800	8,770	1.27%	690,800	(8,770)	737,063	88,000	808,977
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	591	-
Miscellaneous Revenues	781	-	781	#DIV/0!	-	(781)	7,164	-	3,658
Sale of Assets	-	-	-	#DIV/0!	-	-	-	1,672	3,350
TMVOA Operating Contributions	3,449,328	3,758,574	(309,246)	-8.23%	3,758,574	309,246	3,378,268	3,229,745	3,156,618
TMVOA Capital/MR&R Contributions	484,874	596,200	(111,326)	-18.67%	596,200	111,326	1,196,554	1,462,022	1,297,602
TSG 1% Lift Sales	212,387	200,000	12,387	6.19%	200,000	(12,387)	188,099	186,075	195,809
Total Revenues	5,030,444	5,422,814	(392,370)	-7.24%	5,422,814	392,370	5,692,423	5,168,244	5,659,143
Operating Expenses									
Overhead Allocation Transfer	39,959	55,000	(15,041)	-27.35%	55,000	15,041	54,138	43,161	43,097
MAARS	68,079	76,246	(8,167)	-10.71%	76,246	8,167	65,018	73,595	68,273
Chondola	171,267	198,985	(27,718)	-13.93%	198,985	27,718	232,529	319,109	272,107
Grant Success Fees	27,001	27,001	-	0.00%	27,001	-	8,474	8,736	30,606
Operations	1,816,715	1,868,255	(51,540)	-2.76%	1,868,255	51,540	1,707,746	1,646,363	1,616,274
Maintenance	1,277,583	1,340,912	(63,329)	-4.72%	1,340,912	63,329	1,271,316	1,140,923	1,117,757
FGOA	445,396	450,556	(5,160)	-1.15%	450,556	5,160	398,549	386,335	404,450
Major Repairs and Replacements	1,149,756	1,259,000	(109,244)	-8.68%	1,259,000	109,244	1,791,839	299,156	1,007,901
Contingency	-	118,859	(118,859)	-100.00%	118,859	118,859	21,036	-	-
Total Operating Expenses	4,995,756	5,394,814	(399,058)	-7.40%	5,394,814	399,058	5,550,645	3,917,378	4,560,465
Surplus / Deficit	34,688	28,000	6,688	0.16%	28,000	(6,688)	141,778	1,250,866	1,098,678
Capital									
Capital Outlay	34,688	28,000	6,688	23.89%	28,000	(6,688)	141,778	1,250,866	1,098,678
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Child Development Fund									
Revenues									
Daycare Fees	\$ 266,717	\$ 260,396	6,321	2.43%	\$ 260,396	\$ (6,321)	\$ 254,675	\$ 272,382	\$ 283,175
Fundraising Revenues - Daycare	15,008	12,000	3,008	25.07%	12,000	(3,008)	10,992	16,768	14,857
Fundraising Revenues - Preschool	5,000	5,000	-	0.00%	5,000	-	5,150	3,075	2,880
Regional Childcare Tax	27,260	27,260	-	0.00%	27,260	-	-	-	-
Grant Revenues - Daycare	33,103	39,250	(6,147)	-15.66%	39,250	6,147	34,005	25,650	32,354
Grant Revenues - Preschool	36,693	30,000	6,693	22.31%	30,000	(6,693)	32,900	13,000	14,168
Preschool Fees	193,895	182,167	11,728	6.44%	182,167	(11,728)	174,909	162,438	177,131
Total Revenues	577,676	556,073	21,603	3.88%	556,073	(21,603)	512,631	493,313	524,565
Operating Expenses									
Daycare Other Expense	90,023	91,010	(987)	-1.08%	91,010	987	65,545	70,112	70,244
Daycare Personnel Expense	367,144	381,843	(14,699)	-3.85%	381,843	14,699	383,771	345,127	332,421
Preschool Other Expense	53,801	60,264	(6,463)	-10.72%	60,264	6,463	55,596	39,395	39,518
Preschool Personnel Expense	174,031	177,867	(3,836)	-2.16%	177,867	3,836	163,477	159,083	149,842
Total Operating Expenses	684,999	710,984	(25,985)	-3.65%	710,984	25,985	668,389	613,717	592,025
Surplus / Deficit	(107,323)	(154,911)	47,588	-30.72%	(154,911)		(155,758)	(120,404)	(67,460)
Other Sources and Uses									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	107,323	154,911	47,588	30.72%	154,911	47,588	155,758	120,404	67,460
Total Other Sources and Uses	107,323	154,911	47,588	30.72%	154,911	47,588	155,758	120,404	67,460
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Child Development revenues are \$21,600 over budget or 3.9%. Daycare and preschool fees, as well as fundraising are over budget. The regional childcare tax helps offset staff expenses in the preschool and infant room. Operating expenses are \$26,000 under budget due primarily to personnel costs. Grant funds were received to help offset playground expenses of \$13,200. The program has required \$107,323 in funding from the General Fund in 2019. This compares to the budget of \$154,911 for support and prior year support of \$155,758.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 2,909,773	\$ 2,689,927	\$ 219,846	8.17%	\$ 2,689,927	\$ (219,846)	\$ 2,825,765	\$ 2,594,660	\$ 2,262,918
Other Revenues	10,294	13,450	(3,156)	-23.46%	13,450	3,156	8,693	10,373	9,753
Ski Ranches Water	193,132	190,273	2,860	1.50%	190,273	(2,860)	157,460	155,919	139,185
Skyfield Water	34,619	28,715	5,904	20.56%	28,715	(5,904)	27,749	29,474	26,165
Total Revenues	3,147,818	2,922,365	225,454	7.71%	2,922,365	(225,454)	3,019,667	2,790,426	2,438,021
Operating Expenses									
Mountain Village Sewer	500,590	561,137	(60,547)	-10.79%	561,137	60,547	475,835	507,191	479,585
Mountain Village Water	951,485	1,007,075	(55,590)	-5.52%	1,007,075	55,590	916,086	864,433	883,342
Ski Ranches Water	26,221	41,142	(14,921)	-36.27%	41,142	14,921	20,283	65,478	18,894
Contingency	-	32,187	(32,187)	-100.00%	32,187	32,187	-	-	-
Total Operating Expenses	1,478,296	1,641,541	(163,245)	-9.94%	1,641,541	163,245	1,412,204	1,437,102	1,381,821
Surplus / Deficit	1,669,522	1,280,824	388,698	30.35%	1,280,824		1,607,463	1,353,324	1,056,200
Capital									
Capital Outlay	802,059	842,910	(40,851)	-4.85%	842,910	40,851	562,700	389,153	392,577
Surplus / Deficit	867,463	437,914	429,549	98.09%	437,914		1,044,763	964,171	663,623
Other Sources and Uses									
Overhead Allocation Transfer	(159,945)	(159,945)	-	0.00%	(159,945)	-	(114,305)	(142,527)	(131,311)
Mountain Village Tap Fees	112,829	100,000	12,829	12.83%	100,000	(12,829)	113,108	255,316	42,960
Grants	-	-	-	#DIV/0!	-	-	-	-	-
Ski Ranches Tap Fees	6,000	5,000	1,000	20.00%	5,000	(1,000)	-	21,232	-
Skyfield Tap Fees	-	2,000	(2,000)	-100.00%	2,000	2,000	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	352	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(41,116)	(52,945)	11,829	-22.34%	(52,945)	(11,829)	(1,197)	134,373	(88,351)
Surplus / Deficit	\$ 826,347	\$ 384,969	\$ 441,378	114.65%	\$ 384,969		\$ 1,043,566	\$ 1,098,544	\$ 575,272
Beginning (Available) Fund Balance	\$ 4,471,994	\$ 3,875,233	\$ 596,761						
Ending (Available) Fund Balance	\$ 5,298,341	\$ 4,260,202	\$ 1,038,139						

Snowmaking water is over budget \$102,000. Excess and irrigation water fees are over budget \$79,000, base fees are over budget \$38,000. 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 10.8%, primarily for (TOT) regional sewer charges. MV water is under budget mainly in personnel costs due to vacancies, supplies, electricity, and legal costs. Ski Ranch operations is under budget in tank replacement, repair & maintenance and employee costs. Capital costs were for Ski Ranches capital, YBR well, regional sewer, a replacement pump, power generators, and a leak detection system.

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

	2019					2018	2017	2016	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Broadband Fund									
Revenues									
Cable User Fees	\$ 993,838	\$ 1,012,672	\$ (18,834)	-1.86%	\$ 1,012,672	\$ 18,834	\$ 954,525	\$ 890,845	\$ 860,098
Internet User Fees	1,112,465	953,279	159,186	16.70%	953,279	(159,186)	1,039,306	952,341	869,961
Other Revenues	48,364	68,640	(20,276)	-29.54%	68,640	27,777	63,876	65,219	51,050
Phone Service Fees	40,863	42,000	(1,137)	-2.71%	42,000	(6,364)	42,665	37,465	37,495
Total Revenues	2,195,530	2,076,591	118,939	5.73%	2,076,591	(118,939)	2,100,372	1,945,870	1,818,604
Operating Expenses									
Cable Direct Costs	836,649	874,963	(38,314)	-4.38%	874,963	38,314	810,900	792,333	784,883
Phone Service Costs	22,326	26,000	(3,674)	-14.13%	26,000	3,674	24,344	24,240	24,905
Internet Direct Costs	257,744	211,116	46,628	22.09%	211,116	(46,628)	205,620	214,500	232,132
Cable Operations	590,991	624,844	(33,853)	-5.42%	624,844	33,853	617,216	551,251	532,128
Contingency	-	3,000	(3,000)	-100.00%	3,000	3,000	2,313	55	-
Total Operating Expenses	1,707,710	1,739,923	(32,213)	-1.85%	1,739,923	32,213	1,660,393	1,582,379	1,574,048
Surplus / Deficit	487,820	336,668	151,152	44.90%	336,668		439,979	363,491	244,556
Capital									
Capital Outlay	992,508	1,066,800	(74,292)	-6.96%	1,066,800	74,292	227,622	131,574	51,774
Surplus / Deficit	(504,688)	(730,132)	225,444	-30.88%	(730,132)		212,357	231,917	192,782
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer from General Fund	433,361	658,805	(225,444)	-34.22%	658,805	225,444	-	-	-
Transfer (To) From General Fund	(10,000)	(10,000)	-	0.00%	(10,000)	-	(10,000)	-	-
Overhead Allocation Transfer	(169,531)	(169,531)	-	0.00%	(169,531)	-	(163,416)	(145,028)	(127,762)
Total Other Sources and Uses	253,830	479,274	(225,444)	-47.04%	479,274	225,444	(173,416)	(145,028)	(127,762)
Surplus / Deficit	\$ (250,858)	\$ (250,858)	\$ -	0.00%	\$ (250,858)		\$ 38,941	\$ 86,889	\$ 65,020
Beginning (Available) Fund Balance	\$ 250,858	\$ 250,858	\$ -						
Ending (Available) Fund Balance	\$ -	\$ -	\$ -						

Cable user revenues are under budget 1.86% but 4% over prior year. The prior year variance is mainly due to increased rates. Internet revenues are over budget and prior year 16.7% and 7%. Other revenues are under budget 29.5% due primarily to equipment rental, parts, 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 2.7%, while phone service expenses are under budget by 14.1%. Broadband operating expenses are under budget in repair & maintenance, marketing, and travel and training. Capital expenses are for system upgrades (under budget \$7,500). Other budgeted capital expenditures went unexpended.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Facility Rental	-	-	-	#DIV/0!	-	-	-	-	-
Operating/Other Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Total Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Operating Expenses									
General Operations	-	5,000	(5,000)	-100.00%	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!	-	-	-	-	-
Total Operating Expenses	190,768	195,833	(5,065)	-2.59%	195,833	5,065	189,813	193,525	182,422
Surplus / Deficit	(190,768)	(195,833)	5,065	-2.59%	(195,833)		(189,813)	(193,525)	(182,422)
Capital Outlay/ Major R&R	6,471	20,000	(13,529)	-67.65%	20,000	13,529	12,730	5,564	13,784
Surplus / Deficit	(197,239)	(215,833)	18,594	-8.62%	(215,833)		(202,543)	(199,089)	(196,206)
Other Sources and Uses									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	197,239	215,833	(18,594)	-8.62%	215,833	18,594	202,543	199,089	196,206
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	197,239	215,833	(18,594)	74.00%	215,833	18,594	202,543	199,089	196,206
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses for the year are HOA dues, contracted marketing \$'s, and HVAC repairs.

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

	2019				Annual Budget	Budget Balance	2018 Actual YTD	2017 Actual YTD	2016 Actual YTD
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)					
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	33,623	33,469	154	0.46%	33,469	(154)	13,050	13,165	13,135
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Total Revenues	33,623	33,469	154	0.46%	33,469	(154)	13,050	13,165	13,135
Operating Expenses									
Community Garden	487	750	(263)	-35.12%	750	263	-	-	-
Property Purchase Expenses	-	-	-	#DIV/0!	-	-	-	-	-
Leased Properties	20,729	20,729	-	0.00%	20,729	-	-	-	-
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	20,581	10,769	9,812	91.12%	10,769	(9,812)	19,719	11,694	10,004
Density Bank	14,580	14,580	-	0.00%	14,580	-	8,856	8,856	8,856
Total Operating Expenses	149,002	139,453	9,549	6.85%	139,453	(9,549)	136,243	113,226	107,360
Surplus / Deficit	(115,379)	(105,984)	9,395	-8.86%	(105,984)	9,395	(123,193)	(100,061)	(94,225)
Other Sources and Uses									
Transfer (To) From MAP	(54,489)	(54,489)	-	0.00%	(54,489)	-	(30,000)	-	-
Gain or Loss on Sale of Assets	(5,486)	-	(5,486)	#DIV/0!	-	5,486	(4,512)	-	-
Transfer (To) From General Fund - Sales Tax	560,214	547,108	13,106	2.40%	547,108	(13,106)	493,047	474,477	445,361
Transfer (To) From VCA (1)	-	(95,337)	95,337	-100.00%	(95,337)	(95,337)	-	-	-
Transfer (To) From General Fund Housing Office	(21,404)	(20,706)	(698)	3.37%	(20,706)	698	(19,630)	(18,998)	-
Total Other Sources and Uses	478,835	376,576	102,259	27.16%	376,576	(102,259)	438,906	455,479	445,361
Surplus / Deficit	\$ 363,456	\$ 270,592	\$ (92,864)	-34.32%	\$ 270,592	\$ (92,864)	\$ 315,713	\$ 355,419	\$ 351,136
Beginning Fund Equity Balance	\$ 1,820,664	\$ 1,816,107	\$ 4,557						
Ending Equity Fund Balance	\$ 2,184,120	\$ 2,086,699	\$ 97,421						

1. For the VCA phase 4 expansion.

Expenses consist of HOA dues, which were increased by 25% from prior year, RHA contribution, lease payments for a rental unit, maintenance and utilities on town owned properties. Maintenance items and residual dues from the purchase of a rental unit made this fund over budget. There was also a loss recorded on the purchase and resale of 2 deed restricted units.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 2,290,402	\$ 2,288,308	\$ 2,094	0%	\$ 2,288,308	\$ (2,094)	\$ 2,261,422	\$ 2,248,663	\$ 2,274,578
Other Operating Income	113,919	98,650	15,269	15%	98,650	(15,269)	124,701	105,106	59,251
Less: Allowance for Bad Debt	-	-	-	#DIV/0!	-	-	-	-	(1,917)
Total Operating Revenue	2,404,321	2,386,958	17,363	1%	2,386,958	(17,363)	2,386,123	2,353,769	2,331,911
Operating Expenses									
Office Operations	201,273	211,172	9,899	5%	211,172	9,899	188,876	175,688	138,114
General and Administrative	114,769	131,450	16,681	13%	131,450	16,681	108,484	127,667	115,696
Utilities	403,479	419,008	15,529	4%	419,008	15,529	376,517	370,625	353,617
Repair and Maintenance	489,646	523,933	34,287	7%	523,933	34,287	381,500	385,612	367,916
Major Repairs and Replacement	267,306	301,300	33,994	11%	301,300	33,994	316,385	195,032	164,548
Contingency	-	15,869	15,869	0%	15,869	15,869	-	-	9,338
Total Operating Expenses	1,476,473	1,602,732	126,259	8%	1,602,732	126,259	1,371,762	1,254,623	1,149,229
Surplus / (Deficit) After Operations	927,848	784,226	143,622	18%	784,226		1,014,361	1,099,145	1,182,682
Non-Operating (Income) / Expense									
Investment Earning	(7,830)	(3,500)	4,330	124%	(3,500)	4,330	(5,383)	(1,264)	(52)
Debt Service, Interest	381,884	381,884	-	0%	381,884	-	394,539	406,401	432,260
Debt Service, Fees	1,925	-	(1,925)	#DIV/0!	-	(1,925)	1,925	357,073	1,750
Debt Service, Principal	406,393	406,393	-	0%	406,393	-	393,738	1,750	367,621
Total Non-Operating (Income) / Expense	782,372	784,777	2,405	0%	784,777	2,405	784,819	763,960	801,580
Surplus / (Deficit) Before Capital	145,476	(551)	146,027	-26502%	(551)		229,542	335,186	381,102
Capital Spending	393,668	400,000	6,332	2%	400,000	6,332	398,386	6,713	5,496
Surplus / (Deficit)	(248,192)	(400,551)	152,359	-38%	(400,551)		(168,844)	328,473	375,606
Other Sources / (Uses)									
Transfer (To)/From General Fund	(156,163)	(156,163)	-	0%	(156,163)	-	(140,169)	(118,518)	(102,446)
New Loan Proceeds	-	-	-	100%	-	-	-	-	-
Sale of Assets	-	-	-	0%	-	-	-	(3,245)	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	95,337	(95,337)	0%	95,337	95,337	-	-	-
Total Other Sources / (Uses)	(156,163)	(60,826)	(95,337)	0%	(60,826)	95,337	(140,169)	(121,763)	(102,446)
Surplus / (Deficit)	(404,355)	(461,377)	57,022	-12%	(461,377)		(309,013)	206,710	273,160

Rent revenues are under budget by less than 1% and are 1% over the previous year. Other revenues are over budget 15% due mostly to interest income and carpet cleaning revenues. Office operations are under budget 5%. Worker's compensation, telephone, dues & fees, and consulting are under budget. General and administrative is under budget 13% due mainly to legal fees, bad debt expense, and credit card charges. Utilities are 4% under budget in electricity and over last year in electricity, water/sewer, and cable. Maintenance is under budget 7% caused by employee vacancies and supplies. MR&R is 11% under budget. Expenses include carpet replacement, vinyl replacement, appliances, roof and concrete repairs, signage, and the bobcat lease. Capital expenditures are for the expansion project for soft costs.

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

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Debt Service Fund									
Revenues									
Abatements	\$ (3,338)	\$ -	\$ (3,338)	#DIV/0!	\$ -	\$ 3,338	\$ (53,221)	\$ (68,358)	\$ -
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	3,438,748
Reserve/Capital/Liquidity Interest	5,301	2,000	3,301	165.03%	2,000	(3,301)	5,001	4,302	1,314
Specific Ownership Taxes	27,548	32,000	(4,452)	-13.91%	32,000	4,452	29,307	149,712	136,536
Total Revenues	786,779	792,745	(5,966)	140.00%	792,745	5,966	734,143	3,772,877	3,784,572
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
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
2005 Bonds - Telluride Conference Center - (refunding portion)									
2005 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	34,000	66,250
2005 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	680,000	645,000
2006/2014 Bonds - Heritage Parking									
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
2007 Bonds - Water/Sewer (refunding 1997)									
2007 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	89,513	174,825
2007 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	1,705,000	1,625,000
2009 Bonds - Telluride Conference Center (refunding 1998 bonds)									
2009 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	12,400	24,200
2009 Bond Issue - Principal	-	-	-	0.00%	-	-	-	310,000	295,000
Total Debt Service	738,925	738,925	-	0.00%	738,925	-	732,875	3,807,608	3,329,675
Surplus / (Deficit)	47,854	53,820	(5,966)	-11.08%	53,820	-	1,268	(34,731)	454,897
Operating Expenses									
Administrative Fees	2,236	3,158	(922)	-29.20%	3,158	922	3,158	2,175	11,764
County Treasurer Collection Fees	16,564	16,980	(416)	-2.45%	16,980	416	14,995	102,762	103,442
Total Operating Expenses	18,800	20,138	(1,338)	-6.64%	20,138	1,338	18,153	104,937	115,206
Surplus / (Deficit)	29,054	33,682	(4,628)	-13.74%	33,682	-	(16,884)	(139,669)	339,691
Other Sources and Uses									
Transfer (To) From General Fund	(27,548)	(32,000)	4,452	-13.91%	(32,000)	(4,452)	(29,307)	(149,712)	(136,536)
Transfer (To) From Other Funds (1)	-	-	-	#DIV/0!	-	-	-	(207,439)	-
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(27,548)	(32,000)	4,452	-13.91%	(32,000)	(4,452)	(29,307)	(357,151)	(136,536)
Surplus / (Deficit)	\$ 1,506	\$ 1,682	\$ (176)	-10.48%	\$ 1,682	\$ -	\$ (46,191)	\$ (496,820)	\$ 203,155
Beginning Fund Balance	\$ 404,087	\$ 450,633	\$ (46,546)						
Ending Fund Balance	\$ 405,593	\$ 452,315	\$ (46,722)						

2019 Financial Planning Management Summary* - Qtr 4

* This summary is a combined town revenue and expenditure summary not prepared in accordance with governmental budgeting and accounting standards, but rather to provide a summary look at the actual revenue and expenditures with debt service allocated to the appropriate fund or operation.

	Governmental Funds				Enterprise (Business-Type) Funds								Governmental Pass Through Funds Special Revenue Funds				
	General Fund	Vehicle Acquisition	Debt Service Fund	Capital Projects	Parking Services	Water/Sewer	Broadband	TCC	VCA	Affordable Housing Development Fund and Mortgage Assistance	Child Development Fund	Total	Percentage of Total	Tourism	Historical Museum	Gondola	
Inflows																	
Revenues	\$ 11,719,554	\$ -	\$ -	\$ -	\$ 562,626	\$ 3,147,818	\$ 2,195,530	\$ -	\$ 2,404,321	\$ 33,773	\$ 577,676	\$ 20,641,298		\$ 2,891,095	96,506	\$ 5,030,444	\$ 28,659,343
Debt Service Income																	
Property Tax (Income)	-	-	27,548	-	550,731	-	-	-	-	-	-	578,279		-	-	-	578,279
Other Income	-	-	-	-	5,301	-	-	-	7,830	-	-	13,131		-	-	203,200	216,331
Total Debt Service Income	-	-	27,548	-	556,032	-	-	-	7,830	-	-	591,410		-	-	203,200	794,610
Inflow Subtotal (Revenues)	11,719,554	-	27,548	-	1,118,658	3,147,818	2,195,530	-	2,412,151	33,773	577,676	21,232,708		2,891,095	96,506	5,233,644	29,453,953
Other Sources and Uses (Inflows)																	
Interfund Transfers In	645,326	156,439	-	-	-	-	433,361	197,239	-	614,703	107,323	2,154,391		-	-	-	2,154,391
Tax Fees	-	-	-	-	-	118,829	-	-	-	-	-	118,829		-	-	-	118,829
Sale of Assets	14,953	14,725	-	-	-	-	-	-	-	-	-	29,678		-	-	-	29,678
Other Sources and Uses (Inflows) Total	660,279	171,164	-	-	-	118,829	433,361	197,239	-	614,703	107,323	2,302,898		-	-	-	2,302,898
Total Inflows	12,379,833	171,164	27,548	-	1,118,658	3,266,647	2,628,891	197,239	2,412,151	648,476	684,999	23,535,606		2,891,095	96,506	5,233,644	31,756,851
Outflows																	
Operating Expense																	
Cable, Phone, and Internet Service Delivery Costs	-	-	-	-	-	-	1,122,647	-	-	-	-	1,122,647	7.56%	-	-	-	1,122,647
Consulting, Contract Labor, Professional Services	181,088	-	-	-	-	2,880	8,211	-	103,303	-	1,482	296,964	2.00%	1,500	-	47,976	346,440
Dues, Fees, and Licenses	171,039	-	-	-	103,285	34,995	20,755	90,768	41,157	28,325	369	490,693	3.31%	-	1,935	58,477	551,105
Environmental/Community Projects	131,727	-	-	-	-	6,231	-	-	4,369	-	-	142,327	0.96%	-	-	-	142,327
Equipment and Vehicle Maintenance	95,148	-	-	-	-	51,164	15,647	-	2,240	-	-	164,219	1.11%	-	-	9,552	173,771
Fuel (Vehicles)	130,342	-	-	-	683	8,136	2,758	-	3,155	-	48	145,122	0.98%	-	-	6,312	151,434
Funding Support to Other Agencies/Programs	149,863	-	-	-	-	-	-	-	-	92,625	53,034	295,522	1.99%	1,496,068	94,571	-	1,886,161
Government Buildings and Facility Expense	208,760	-	-	-	72,363	3,492	7,628	-	95,579	25,496	44,832	458,150	3.09%	-	-	60,678	518,828
Information Technology	287,411	-	-	-	4,155	5,169	50,191	-	8,033	-	-	354,959	2.39%	-	-	38,273	393,232
Legal Services	427,802	-	-	-	-	36,073	431	-	13,984	-	-	478,290	3.22%	-	-	4,894	483,184
Marketing, Public Communications, and Regional Promotion	158,556	-	-	-	22,311	-	-	100,000	2,045	-	-	282,912	1.91%	1,375,125	-	-	1,658,037
Other Expenses	343,194	-	-	-	14,454	-	-	-	4,063	61,187	10,244	433,142	2.92%	-	-	51,546	484,688
* Salaries and Wages	3,781,626	-	-	-	95,293	358,910	296,787	-	312,084	-	394,585	5,239,285	35.30%	-	-	2,137,201	7,376,486
* Other Personnel Expense	1,671,826	-	-	-	41,057	154,521	126,138	-	129,202	-	-	1,456,233	15.28%	-	-	767,182	3,035,549
Property Insurance	111,408	-	-	-	-	14,490	3,866	-	54,344	-	-	184,108	1.24%	-	-	35,185	219,293
Road, Bridge, and Parking Lot Paving, Striping, and Repair	428,071	-	-	-	12,840	-	-	-	-	-	-	440,911	2.97%	-	-	-	440,911
Supplies, Parts and Materials	175,598	-	-	-	1,694	65,270	25,287	-	74,367	-	13,598	355,814	2.40%	-	-	215,168	570,982
Travel, Education, and Conferences	50,094	-	-	-	-	2,327	32	-	7,130	-	3,039	62,622	0.42%	-	-	9,732	72,354
Utilities-W/S, Electric, Natural Gas, Internet, Communications	439,665	-	-	-	23,394	304,065	27,332	-	367,032	1,370	11,028	1,173,886	7.91%	-	-	357,996	1,531,882
Water/Sewer Service Delivery	-	-	-	-	-	452,621	-	-	-	-	-	452,621	3.05%	-	-	-	452,621
Total Expense	8,943,218	-	-	-	391,529	1,500,364	1,707,710	190,768	1,222,087	209,003	677,882	14,842,561	100.00%	2,872,693	96,506	3,800,172	21,611,933
Capital and Major Repairs	-	135,063	-	-	94,266	779,991	992,508	6,471	648,054	-	7,117	-		-	-	1,190,313	1,190,313
Debt Service Expense																	
Principal/Interest	271,964	-	-	-	535,725	-	-	-	788,277	-	-	1,595,966		-	-	203,200	1,799,166
County Treasurer and Trustee Fees	-	-	-	-	18,800	-	-	-	1,925	-	-	20,725		-	-	-	20,725
Total Debt Service Costs	271,964	-	-	-	554,525	-	-	-	790,202	-	-	1,616,691		-	-	203,200	1,819,891
Outflows (Expenses) Subtotal	9,215,182	135,063	-	-	1,040,320	2,280,355	2,700,218	197,239	2,660,343	209,003	684,999	16,459,252		2,872,693	96,506	5,193,685	24,622,137
Other Sources and Uses (Outflows)																	
Interfund Transfers Out	1,454,576	-	27,548	20,426	42,374	159,945	179,531	-	156,163	75,893	-	2,096,030		18,402	-	39,959	2,154,391
Other	-	-	-	-	-	-	-	-	-	5,486	-	5,486		-	-	-	5,486
Other Sources and Uses Total (Outflows)	1,454,576	-	27,548	20,426	42,374	159,945	179,531	-	156,163	81,379	-	2,101,516		18,402	-	39,959	2,159,877
Total Outflows	10,669,758	135,063	27,548	20,426	1,082,694	2,440,300	2,879,749	197,239	2,816,506	290,382	684,999	18,560,768		2,891,095	96,506	5,233,644	26,782,014
Net Budget Surplus (Deficit)	1,710,075	36,101	-	(20,426)	35,964	826,347	(250,858)	-	(404,355)	358,094	-	4,974,838		-	-	-	4,974,837
Outstanding Debt (end of previous year)	\$ -	\$ -	\$ -	\$ -	\$ 6,835,000	\$ -	\$ -	\$ -	\$ 11,881,789	\$ -	\$ -	\$ 18,716,789		\$ -	\$ -	\$ 2,140,000	\$ 20,856,789
* Total Personnel Expense - S&W and Benefits	5,453,452	-	-	-	136,350	513,431	422,925	-	441,286	-	540,208	7,507,652	50.58%	-	-	2,904,383	10,412,036



Memorandum

To: Town Council
From: Kevin Swain, Finance Director
Date: February 10, 2020
Re: Budget 2021 Calendar and process to adoption

Attached please find a recommended schedule of activities for the 2021 Budget Process to adoption. The Budget and Finance Committee met on Monday January 20 and discussed this timetable with staff and we now bring it to the entire Town Council to ratify.

The committee discussed the goal setting component and felt that staff should bring major funding objectives and project goals to the Town Council for its consideration at the May goals setting meeting. Town Council members will also have goals and the collaborative effect is expected to result in a better budget with all the stakeholders in agreement as to what the budget will look like from the start of the process. It is hoped that this will make a more streamlined and efficient process in getting to adoption.

If Town Council concurs with the schedule of activities and to have staff generate its goals for the budget as a starting point then please give us direction to proceed as outlined and discussed.

**Town of Mountain Village
2021 BUDGET PROCESS
Schedule of Activities**

Time Period	Activity
February 20, 2020	Town Council considers and ratifies the process to adoption
April 2, 2020	Budget and Finance Committee meeting to establish preliminary revenue and spending level targets, including a recommendation for total grant funding, for the 2021 budget.
May 21, 2020	Town Council regular meeting Budget Goal Setting Worksession
June 15, 2020 – July 17, 2020	Department heads and Managers to identify/or revise and develop: <ol style="list-style-type: none">1) Department Program Narratives2) Department Goals3) Performance Measures4) Mid-term Department performance evaluation5) 2020 Revised year end budget amounts6) 2021 - 2025 Budget and long-term projections7) Revenue Expectations for 20218) Capital Outlay requests
July 27 – August 7, 2020	Department Directors meet with Finance
August 24, 2020	Present draft to Finance and Budget Committee
August 27 – September 7, 2020	Departments revise proposed budget figures with finance.
September 17, 2020	Town Council Meeting Overview of first amended draft
October 7, 2020 8:30 am	Special Council Meeting Review of second draft and meet with all departments: <ul style="list-style-type: none">• Public Works, including Roads and Bridges, Vehicle Maintenance, Water and Sewer, Facility Maintenance, Vehicles and Equipment Acquisitions, Plaza & Trash Services• Public Safety including Police, Community Services and Municipal Court• Transportation and Parking, including Municipal Bus Service, Parking Services, Employee Shuttle and Gondola/Chondola• Parks and Recreation• Broadband Services

- Administration including, Town Council, Town Manager, Administrative Services, Human Resources, Marketing and Business Development, Finance, Legal
- Community Grants, Information Technology
- Capital Projects
- Child Care and Development
- Planning and Development Services including Building, Planning, Affordable Housing Development, Village Court Apartments, San Miguel Regional Housing Authority
- Town Council convening as the Mountain Village Metropolitan District for The Debt Service Fund
- Telluride Conference Center
- Tourism and Historical Museum Funds

October 8 – November 6, 2020	Finance works with departments to make requested changes and prepare proposed 2021 Budget and revised 2020 Budget for first reading.
November 19, 2020	Council meets for First Reading and Consideration of 2020 Revised Budget and 2021 Proposed Budget and for the 2021 fines and fees changes resolution
November 20 – Nov 27, 2020	Finance works with departments to make requested changes and prepares final 2020 Budget.
December 10, 2020	Second Reading, Public Hearing and Adoption of 2019 Revised Budget and 2021 Budget.
December 15, 2020	Certify Mill Levies with San Miguel County
December 31, 2020	Upload budgets to the Town website
December 31, 2020	Upload budgets to the Division of Local Governments
December 10 – January 31, 2021	Create, publish, and upload 2021 Budget Book



**IT AND BROADBAND SERVICES
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8205

Item No. 14

TO: Town Council

FROM: Jim Soukup, Chief Technology Officer

DATE: February 20, 2020

RE: Requesting a work session to review the following fiber construction requirements:
1) Fiber from the curb to the home.
2) Fiber from outside the home to inside the home, detached condominium, or multi-family condominium buildings.

Attachments: Curb-to-the-house-and-TAP-to-inside-house

INTRODUCTION

The Town of Mountain Village has partnered with Lightworks to address the construction requirements for properties that do not have conduit from the curb to their home. Lightworks has agreed to complete the fiber install requirements from outside the home to inside the home. This part of the install requirement also includes multi-dwelling units which are condominiums and multi-family. Lightworks has given TMV a bid and has agreed to do both construction projects not to exceed \$405,000. Lightworks has agreed not to charge TMV for those property owners who choose to opt out reducing the \$405,000 respectively.

This projected amount is not part of the approved 3.25M fiber budget. These numbers are based on industry standards for excavation and installation.

Fiber from the curb to the home

The Town of Mountain Village has 405 single family homes (SFH). 145 of these 405 SFH require conduit from the curb to their house. These properties were built before TMV required builders to install conduit from the road to the house. 260 of these 405 SFH have conduit and consequently require just fiber installation by Lightworks. However, some properties may have damaged conduit that will need to be repaired or replaced. In this case Lightworks will install a temporary fiber line and return within 2 weeks to repair or replace the broken conduit as part of the aforementioned bid. Regarding multi-family units (MDUs), all of them have or will have fiber connected to their distribution point but still have additional labor cost to get the fiber service up and running.

Fiber from outside the home to inside the home, detached condominium, or multi-family condominium building.

All 1097 properties require fiber to be run from outside the property to inside the property. Each property has an install time period of two-hours. However, some properties will require more than two-hours. The additional time needed for install has been factored into the overall cost average per category.

VCA Buildings

VCA has conduit and is included in the 3.25M fiber budget. TMV staff will handle the change over from cable to fiber.

Cost estimates

Estimated cost average per home for the 145 SFH that need curb to the home including install:	\$ 1,437.00
Estimated cost average per home for the 260 SFH that just need home install:	\$ 500.00
Estimated cost average per unit for the 692 MDU that just need home install:	\$ 95.00

Project options

TMV has a few different options regarding how to handle these projects and associated costs. The \$405,000 contract amount assumes that TMV will execute the contract to receive the guaranteed maximum price. Staff is asking for direction on the following:

- 1) Should TMV pay for the entire \$405,000 with no amount being billed back to customers?
- 2) Should TMV bill back customers for these improvements over some time period or in one installment on their monthly broadband bills?
- 3) Should TMV have individual customers/HOA's complete the necessary improvements for the fiber install and not have TMV execute a contract with Lightworks (this would likely result in a higher cost per installation per customer as there would be no guaranteed maximum price)?
- 4) As part of the procurement process, I ask that TMV authorize a waiver of bid with Lightworks if the decision is to proceed to contract with TMV for the work.
- 5) Depending upon "take rates" amongst current customers there may be a budget variance which would be made in the course of amending the 2020 budget in the normal timeline for our budget process.

Tech Committee Recommendation

The Tech Committee is unanimously recommending that Council directs staff to move forward using option 2 outlined above. The Committee also recommends the Council support TMV offering two billing options for customers, a one-time charge on their Broadband bills with no additional fee and/or interest or bill customers over a three-month period with a fee and/or interest for a smaller amount over time.



/jrs



**Agenda Item No. 15
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, February 20, 2020

DATE: November 8, 2019, *Updated February 2, 2020*

RE: Second Reading, Public Hearing, and Council vote on an Ordinance regarding 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
- Exhibit D: Meadows Subarea Plan
- Exhibit E: Public Benefits Table
- Exhibit F: Land Use Principles, Policies, and Actions



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 resulting in 42 total employee apartment units at Lot 640A. 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 replat, and ultimately 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.

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 provided supplemental information for the January meeting (also included within the February information) that attempts to document those specific details. It should be noted that while these supplemental documents are conceptual they are important in order to show that the criteria for a rezone can be meet; however, final design approval for the project would be determined by the Design Review Board and the CDC provisions related to new construction and landscaping.

Additional items of concerns were discussed at the January 16, 2020, Council meeting, such as:

1. Access to the OSP-35A (open-space parcel) from the Meadows Run Parking Lot.
2. Meadows Run Parking Lot current usage and future needs.
3. Potential year-round Chondola operations.
4. Meadows Subarea Infrastructure and Capacity.
5. Congestion within the Meadows Subarea and the potential for congestion to increase with increasing future density.
6. Future viability and use of the Meadows Park

Staff will address these items below but generally recognizes that these issues can be problematic for any future development within the Meadows and particularly recognizes that higher density development can exacerbate these issues as they relate to criteria 3.a, 3.d and 3.e below.

Table 1: Existing and Proposed Zoning/Densities

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

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.

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. Prior to submittal for future design review of the proposed apartment building, the Town Council will need to determine that the application for density transfer and rezone is appropriate. 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: Lot 640A is discussed within the Comprehensive Plan's Meadows Subarea Plan and is described as Parcel G / Telluride Apartments. Although the Comprehensive Plan lists Parcel G as having a target density of 91 deed-restricted units, subsequent to the adoption of the document there was a citizen-initiated ordinance (Ordinance 2015-8A) that limited the maximum number of units on Lot 640A to 45 total employee apartments superseding the Comprehensive Plan as such ordinance is law. The current proposal is within those parameters with 42 units as shown.

The Comprehensive Plan provides a number of areas of guidance which both support the application, but also provide guidance related to other criteria required for a rezone and density transfer. It is clear from the Comprehensive Plan that the plan supports additional deed-restricted housing in many forms for year-round residents. However, the Meadows Subarea Plan also addresses other needs that relate to other CDC criteria for a rezone and density transfer which are related to the public health safety and welfare (criteria 3.d) and adequate public facilities and services are available to serve the intended land use (criteria 3.e). Such Comprehensive Plan actions are to "Improve connection to Mountain Village Center and/or Town Hall Center Subareas with year-round chondola and/or pulse gondola connection..." (Pg 64 TMV Comp Plan), and to "construct improved pedestrian connections and enhanced community amenities".

In addition, under the Plans the Principles, Policies, and Actions for the Meadows Subarea Plan (Pg. 65-67, TMV Comp Plan), there is a requirement for Parcel G stating any application proposing a rezone, density transfer, or any other application that requires general conformance with the Comprehensive Plan meet the following Site Specific Policies:

- a. *Provide a playfield on or adjacent to Parcel G Telluride Apartments. At a minimum, provide park equipment desired by area neighbors such as a gazebo, grills, horseshoe pits, play equipment, a small playfield, and a regulation sand volleyball area. Consult with area neighbors to determine appropriate park equipment, site design, and landscaping.*
- b. *Provide a fence along the North Provide a fence along the North Star property line to the east.*

The Council will need to determine if the applicant's provision of the Site-Specific Policies listed above meet the intent of the goals, policies, and provisions of the Comprehensive Plan in a way that achieves General Conformance. Town Council

is deliberating on whether the provision of a park alone, as noted in the Comprehensive Plan satisfies General Conformance for the purposes of meeting the rezone criteria or rather if there are additional items that need to be addressed to satisfy general conformance with the Comprehensive Plan.

Below is a list of additional Public Benefits listed in the TSG Public Benefits table in the Comprehensive Plan (See Exhibit E) many of which were discussed at the hearing on January 20, 2020.

Chondola: *TSG conveys public easements to the TOMV for a new pulse gondola, tramway or other similar mass transit system on either: (i) the west side of Chair 10 from the base of Chair 10 to close proximity to Town Hall Plaza; or (ii) the existing chondola or new tramway to the north of such chondola from the base terminal to the top terminal facility in the Mountain Village Center Subarea. Necessary public easements will be provided to and from the terminal facilities to adjoining public spaces and/or right-of-way. (Concurrent with the redevelopment of Big Billies Apartments into a hotbed site)*

Meadows Run Parking Lot: *The Comprehensive Plan does not exclusively discuss who bears the costs of expansion of the Meadows Run Parking Lot. It does provide for standards and best practices for the design and construction and requires TSG to convey the property concurrent with the rezoning or PUD on TSG open space for hotbed development (Big Billies).*

Meadows Infrastructure and Capacity: *“In the creation of the Comprehensive Plan, the Town hired a traffic consulting firm to analyze the transportation and parking systems. This analysis was based on the full buildout and implementation of the Subarea Plans, presuming all of the planned density generated by the Subarea Plans would be built. The end result is the Town of Mountain Village Transportation Plan, which shows that Mountain Village has more than adequate road and parking infrastructure to support the full buildout of the Comprehensive Plan” (Pg. 82, TMV Comprehensive Plan).*

Pedestrian Access: *Meadows Subarea Plan calls for actions to “Improve pedestrian connections and enhanced community amenities” (page 64, TMV Comp Plan).*

Satisfying General Conformance with the Comprehensive Plan is a key discussion point by the Town Council associated with this application.

- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

Staff Finding: The proposed rezone and density transfer meets the general 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. By resolution, TSG can apply for up to an additional 15 employee apartments. TSG is requesting 12 employee apartments. With future applications, the applicant will need to demonstrate adequate access, circulation, parking and address zoning and land use regulations.

- c. The proposed rezoning meets the Comprehensive Plan project standards;

The Comprehensive Plan Project Standards are listed as follows:

1. Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. It is understood that visual impacts will occur with development.
2. Appropriate scale and mass that fits the site(s) under review shall be provided.
3. Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table.
4. Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points shall be addressed to the satisfaction of the Town.
5. The skier experience shall not be adversely affected, and any ski run width reductions or grade changes shall be within industry standards.

- d. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy (sic) in the use of land and its resources;

Staff Finding: The project is located within the existing Meadow View Apartment development and will provide additional housing aligned with the multi-family use of the property. No additional uses other than the current use of the property will occur with the only change being the increase of 12 units. The zoning of the lot determines the allowable uses to which the land may be put, and in turn, influences what environmental and/or human health impacts may result on the activities allowed to take place on the land and the adjacent neighborhood. The Town Council should consider whether the public health, safety, and welfare are impacted by the addition of 12 units and the associated additional residents in the Meadows Subarea.

- 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: As noted above in criteria 3.a, the Meadows Subarea Plan does envision additional infrastructure needs for the Meadows area and while the increase in density of 12 units is not a large increase in an of itself, it is an increase

in the number of people using the public facilities and services in the Meadows area. Therefore, the Town Council should determine if there are adequate public facilities and services and if not, what would be needed in order to increase adequate public facilities and services. At the January meeting, Town Council indicated increased transportation options such as a year-round chondola service, increased pedestrian connectivity, and parking facilities were desirable - all of which the applicant would be in a position to assist in.

Council will need to determine if the public facilities and services are in fact adequate for the proposed increase in density, or if they feel an increase in such public facilities and services are required and if so what commitment level they would need from the Applicant to address the public facilities and services in relation to the concerns discussed at the January meeting.

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

Staff Finding: Vehicular circulation and parking are important site planning issues and generally are focused on the interaction between cars and increasingly, people in the built environment. A number of factors contribute to decreased circulation hazards, such as parking design, sidewalk design, bike integration, as well as things like landscaping and enhanced paving or striping.

Generally speaking, Town-owned infrastructure located adjacent to Lot 640A does not appear to present a circulation hazard as the speed limit is 10-15mph, and there are adequate lane width and pedestrian amenities. Council may determine that certain circulation hazards do exist on 640A and are within their purview to require additional amenities that mitigate circulation hazards such as increased sidewalk connections, increased plantings, or changes to the parking plan.

If the council determines that additional vehicular and/or pedestrian circulation hazards do exist, staff recommends requiring a traffic and parking study be provided to better understand vehicular impacts that could arise from the project.

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 with 63 total spaces. Other services such as trash will remain generally unchanged with the additional 12 units but may require a relocation of the trash facility which could also impact pedestrian or vehicular circulation. 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. The Town Council could consider a condition that requires the applicant to resolve access to the Open Space area per the DRB request and ultimately require the applicant to dedicate pedestrian access to the open space area through an easement granted to the Town.

Trash and service delivery would be addressed through the subsequent subdivision and design review process unless the Council determines it should be addressed in advance.

- h. The proposed rezoning meets all applicable Town regulations and standards.

Staff Finding: Provided the Town Council determines whether the density transfer and rezone meets the applicable criteria as noted above, especially in relation to criteria 3.a, 3.e and 3.f the proposed rezone would meet all other applicable Town 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: This finding is contingent upon Town Council making a determination that the application has met the rezone criteria outlined 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". At its sole discretion, Town Council can create workforce housing density.

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

Staff Finding: Provided the Town Council determines that the rezone criteria are met, the application would meet 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: Town Council may approve, continue, deny or request modifications rezone and density transfer application at Lot 640A.

Two alternative motions have been provided for your consideration:

Motion for Approval: 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 on Second Reading, 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) based on the evidence provided within the Staff Report of Record dated February 2, 2020, 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. Parking shall be actively managed by the Property Owner and shall required parking passes to be issued to the residents in accordance with the Town's Parking Requirements.
2. The applicant will work with the Town to preserve park space and/or access to the open space area. At a minimum, the applicant will provide the features described and required in the Comprehensive Plan and detailed in the Staff Memo.
3. The applicant will provide additional fencing to augment the landscape buffer adjacent to Northstar per the Comprehensive Plan.
4. The applicant will resolve access to the park by granting the Town an easement for access from Adams Ranch Road to the Open Space Parcel OSP-35A.
5. 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.
6. 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.
7. 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.
8. 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, and February 20, 2020, with notice of such hearings as required by the Community Development Code.

Motion for Denial:

I move to deny a 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) as noted in the staff memo of record dated February 2, 2020, and with the following findings:

Findings:

1. *The application does not meet the criteria for decision, specifically rezone criteria 3.a, 3.e, and 3.f of the Community Development Code as detailed in the staff memo of Record, dated February 2, 2020, and through the record established at the hearings dated January 16 and February 20, 2020.*

/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		
APPLICANT INFORMATION		
Name: TSG Ski & Golf, LLC	E-mail Address: jeff@telski.com	
Mailing Address: 565 Mountain Village Boulevard	Phone: 970 728-7444	
City: Mountain Village	State: Colorado	Zip Code: 81435
Mountain Village Business License Number:		
PROPERTY INFORMATION		
Physical Address: 306 Adams Ranch Road		Acreage: 2.56 Acres
Zone District:	Zoning Designations: Employee Housing	Density Assigned to the Lot or Site: 30 Employee Apartments
Legal Description: Lot 640A, TELLURIDE MOUNTAIN VILLAGE		
Existing Land Uses: Employee Housing		
Proposed Land Uses: Employee Housing		
OWNER INFORMATION		
Property Owner: TSG Ski & Golf, LLC	E-mail Address: jeff@telski.com	
Mailing Address: 565 Mountain Village Boulevard	Phone: 970 728-7444	
City: Mountain Village	State: Colorado	Zip Code: 81435
DESCRIPTION OF REQUEST		
<p>TSG Ski & 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 & 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

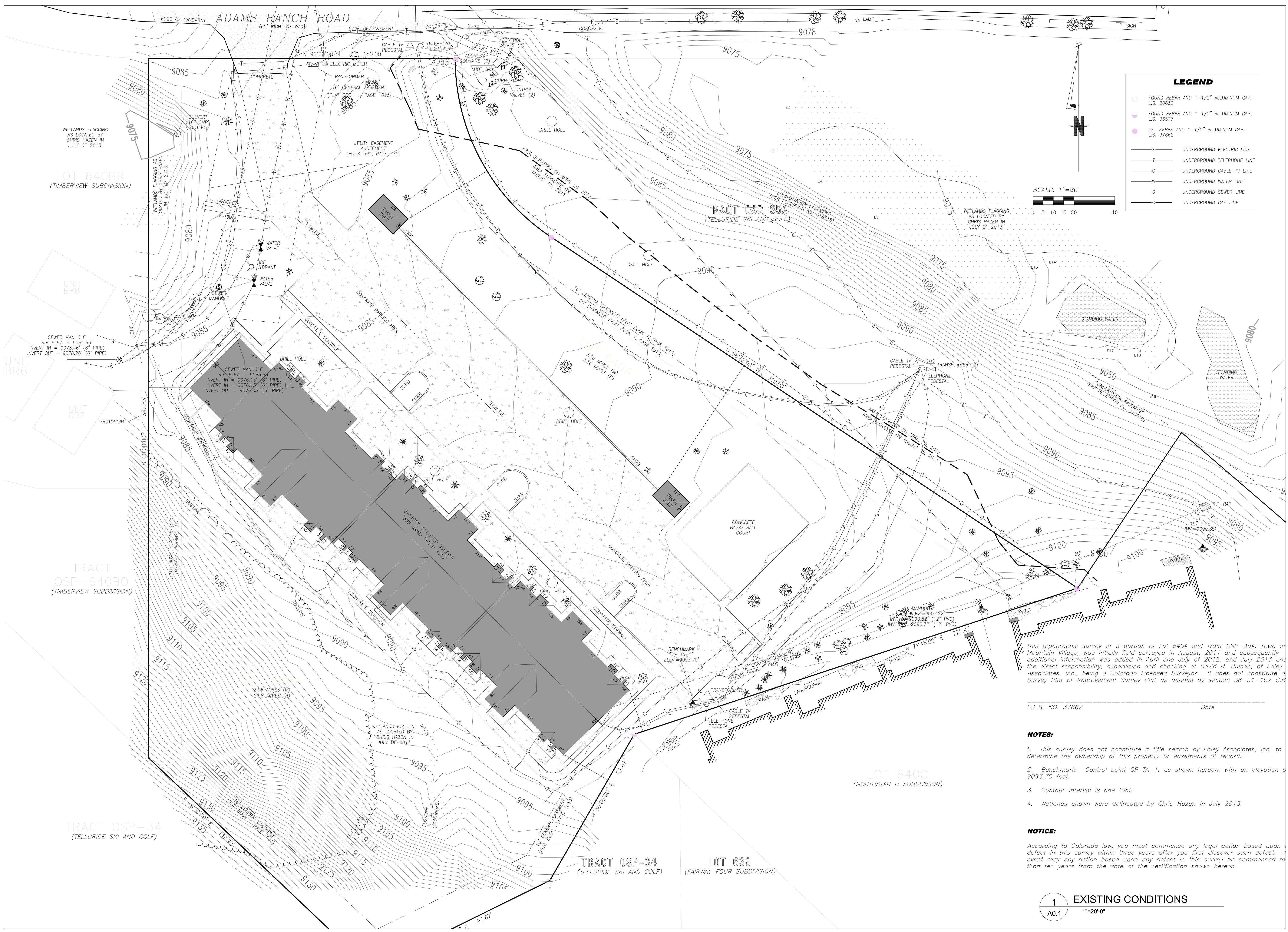
Document Date:
Sept. 30, 2019

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



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:

1. This survey does not constitute a title search by Foley Associates, Inc. to determine the ownership of this property or easements of record.
2. Benchmark: Control point CP TA-1, as shown hereon, with an elevation of 9093.70 feet.
3. Contour interval is one foot.
4. 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, or 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

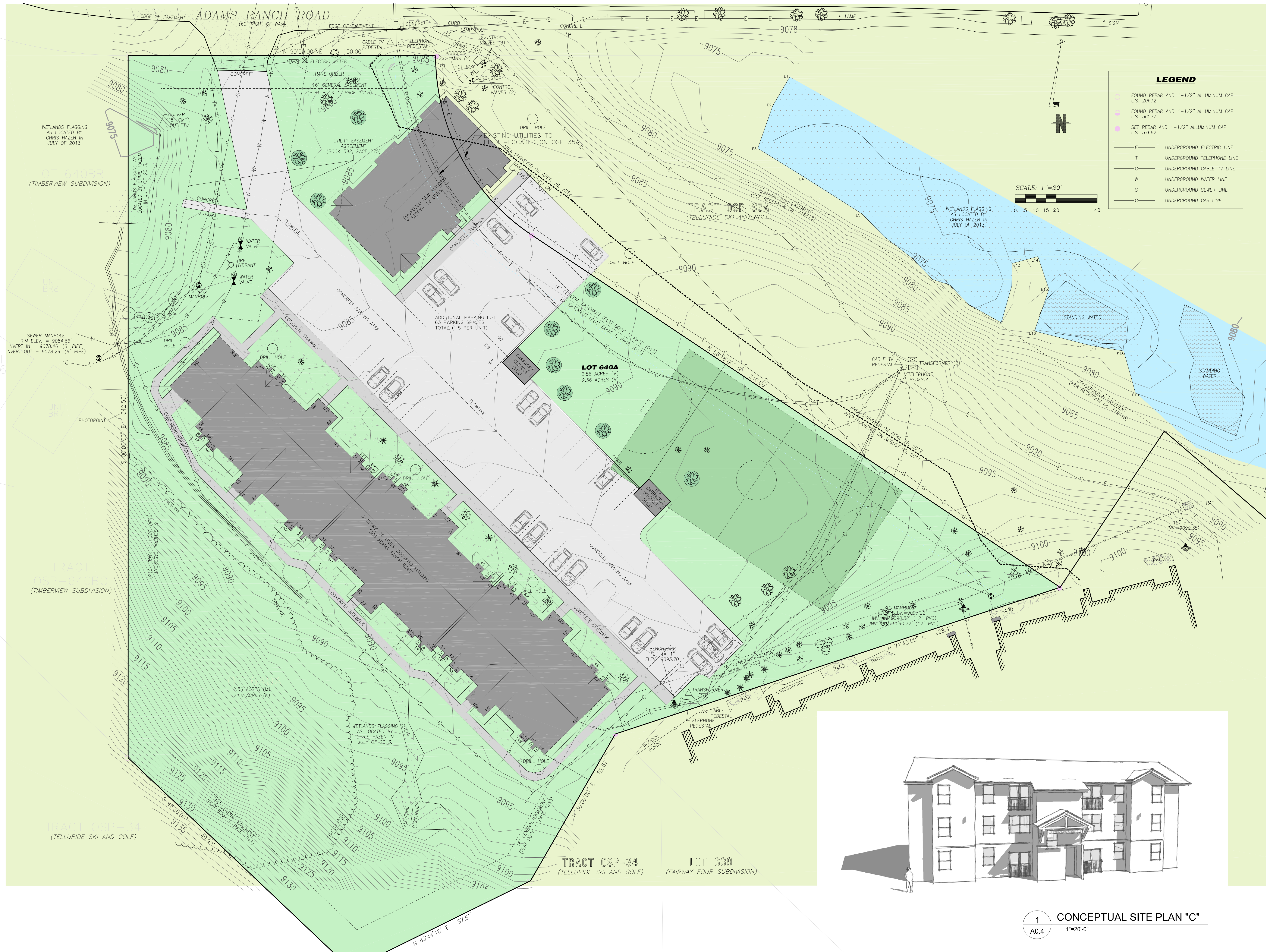
Document Date:
Sept. 30, 2019

Document Phase:
Schematic Design

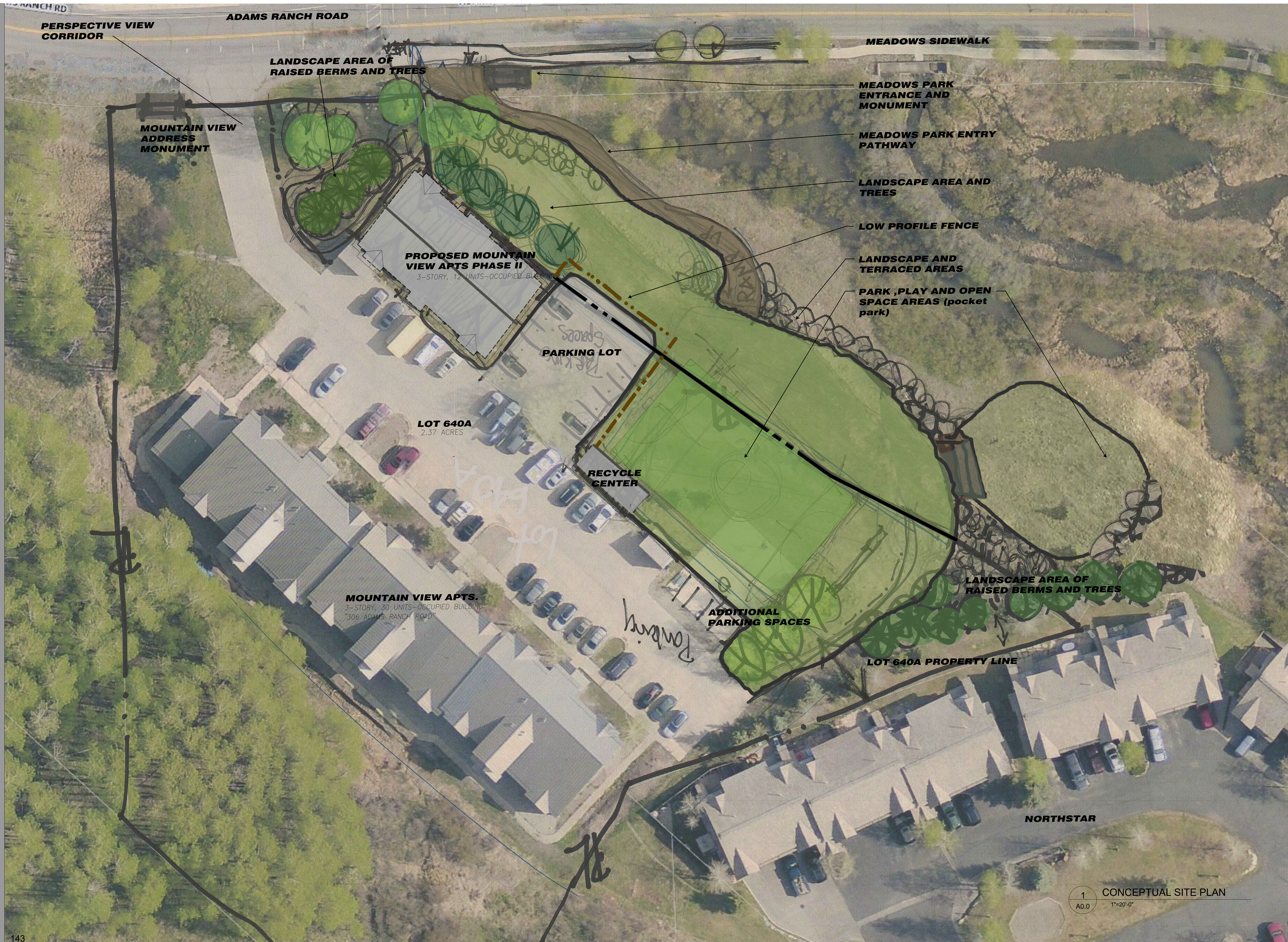
REV.	DATE	REMARK
1	9.1.19	CONCEPTUAL SITE
2	9.12.19	CONCEPTUAL SITE ALTS
3	9.30.19	DENSITY TRANSFER
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CONCEPTUAL
SITE PLAN "C"

A0.4



1 CONCEPTUAL SITE PLAN "C"
A0.4 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
4		
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CONCEPTUAL
SITE PLAN

A0.1

**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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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
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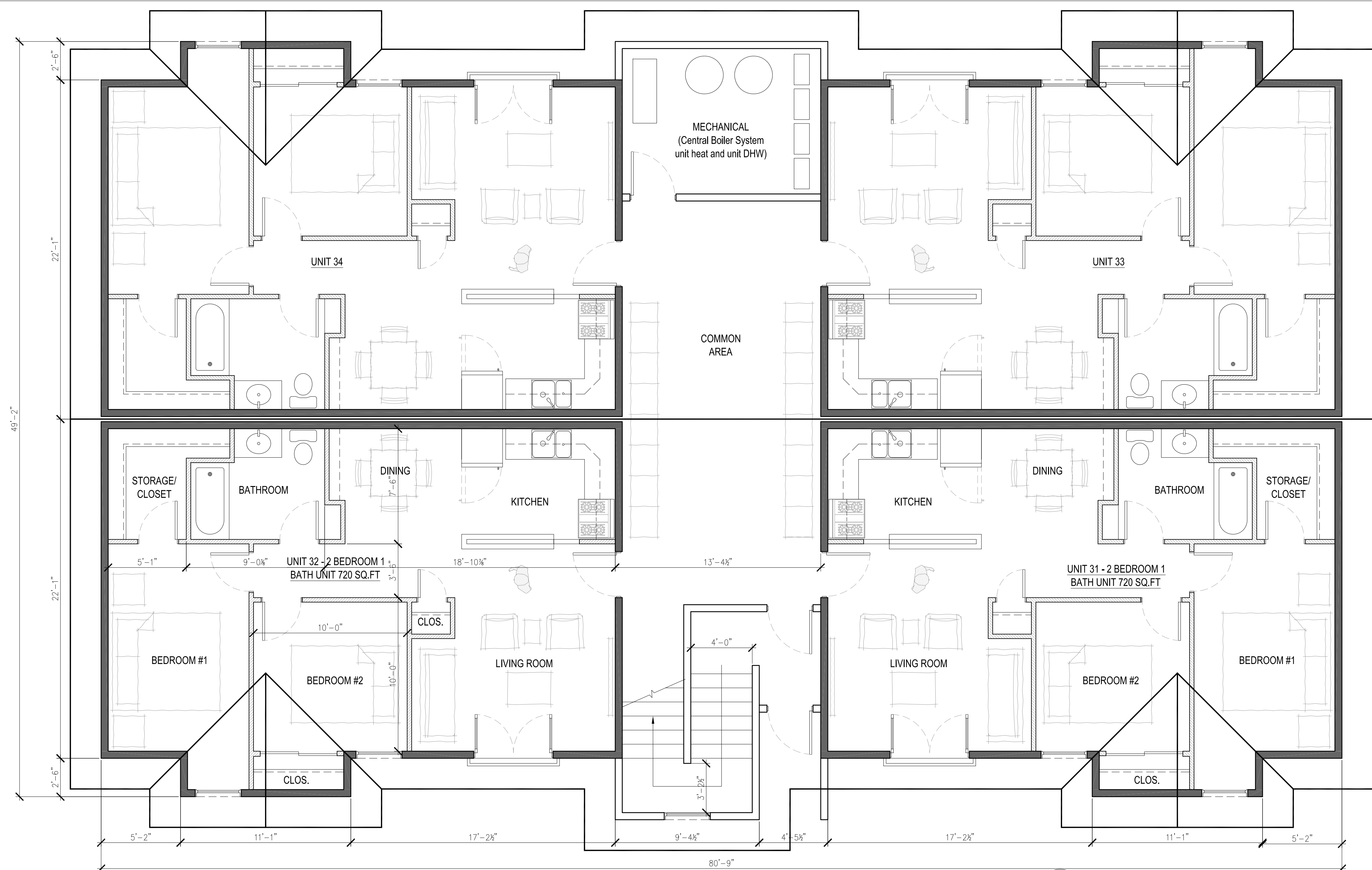
1 CONCEPTUAL PERSPECTIVE
A0.3 NTS

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.

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

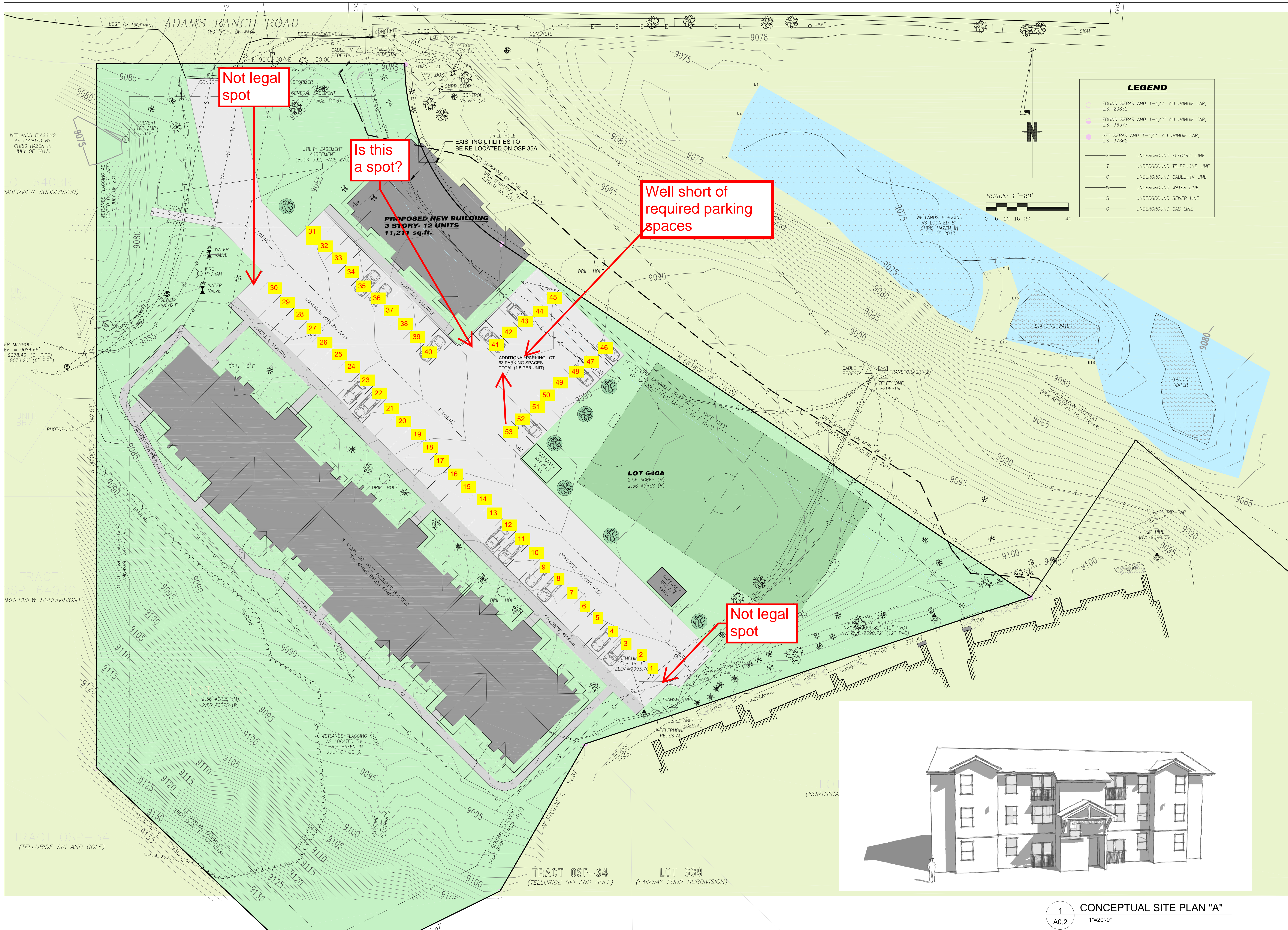
Document Date:
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Document Phase:
Schematic Design

REV.	DATE	REMARK
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3	9.30.19	DENSITY TRANSFER
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CONCEPTUAL
SITE PLAN "A"

A0.2



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

SCALE: 1"=20'

0 5 10 15 20 40



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

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

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

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

Unit No.	Zone District	Zoning Designation	Actual Units	Built Density	Person Equivalent
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 February 20, 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. Parking shall be actively managed by the Property Owner and shall required parking passes to be issued to the residents in accordance with the Town's Parking Requirements.
- 2. The applicant will work with the town to preserve park space and/or access to the open space area. At a minimum, the applicant will provide the features described and required in the Comprehensive Plan and detailed in the Staff Memo.

3. The applicant will provide additional fencing to augment the landscape buffer adjacent to Northstar per the Comprehensive Plan.
4. The applicant will resolve access to the park by granting the Town an easement for access from Adams Ranch Road to the Open Space Parcel OSP-35A.
5. 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.
6. 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.
7. 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.
8. 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 February 20, 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 20th of February 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 20th day of February 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, _____, 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 _____, 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)

MEADOWS SUBAREA PLAN

Principles, Policies and Actions

I. Mountain Village promotes a variety of land uses within Meadows to reinforce its strong role of providing deed restricted housing and bolstering community identity.

II. The Meadows Subarea is an important component of Mountain Village since it provides deed restricted housing for many of the year-round residents and a ski area base for the community. The Meadows Subarea is enhanced by strategic development and redevelopment in order to better serve the full-time residential population that resides there, improve the skier experience at the base of the mountain and Big Billie's Apartments area, and provide limited hotbed development.

- A. Provide additional deed restricted housing in Meadows, per the Meadows Subarea Plan, primarily through the free market without a town housing subsidy.
- B. Require any applicant who proposes a rezoning, density transfer, subdivision or any other application that requires general conformance with the Comprehensive Plan, such development proposals will strive to reach the target density outlined in the Meadows Development Table (Development Table). The Development Table is not intended to set in stone the maximum building height or target density, and an applicant or developer may propose either a different density and/or a different height provided such density and height "fits" on the site per the applicable criteria for decision-making for each required development review application. The town may also limit the maximum height and density, in the

Development Table, during a future development review based on the criteria listed in Land Use Principles, Policies and Actions I.G., page 40, and/or the applicable criteria in the LUO or Design Regulations.


Developers proposing a hotbed project on certain sites, in accordance with the Comprehensive Plan, are required to hire a flagship hotel operator; required flagship hotel parcels are shown with a flag. However, Town Council may require any site or parcel to be operated by a flagship hotel, in its sole discretion.

- 1. Any applicant proposing a development that is consistent with the underlying zoning and density assigned to the site, and does not require a subdivision or density transfer or other application that requires general conformance with the Comprehensive Plan, does not need to meet the requirements of the Development Table or the parcel-specific policies in the following section.
- C. Consider a community garden within the Meadows Subarea.
- D. Provide an easement for a new public pulse gondola or other mass transit system that connects Meadows to the Town Hall Center Subarea that is on the west side and parallel to the Chair 10 alignment, and/or a new public pulse gondola or other mass transit system that connects Meadows to the Mountain Village Center Subarea that is on the north side of and parallel to the Chair 1 alignment.
- E. Provide a new paved pathway connecting Meadows to Country Club Drive as a better way to connect the Meadows Subarea to

the Mountain Village Center Subarea, as shown on the Meadows Subarea Plan Map, to provide a year-round pedestrian connection to Mountain Village Center.

- F. Provide the following list of improvements to create a better sense of community:
 - 1. Plant trees and shrubs on the north side of Adams Ranch Road, especially between Coyote Court and the Boulders entrance.
 - 2. Plant trees and shrubs on south side of existing cement sidewalk.
 - 3. Plant trees and shrubs on the north side of the proposed park by Telluride Apartments.
 - 4. Repave Meadows Run Parking lot.
 - 5. Install guard rail on Adams Ranch Road above Coyote Court.
 - 6. Replace dying trees surrounding Meadows Run Parking lot.
 - 7. Replace the wetland bridge decking with green building material.
 - 8. Install a cement sidewalk from Big Billie's Apartments to the Post Office instead of a painted line as shown on the Meadows Subarea Plan Map.
 - 9. Construct two or more tree islands in the middle of Meadows Run Parking Lot.
 - 10. Work with private lot owners to plant flowers and flowering shrubs such as lilacs.
 - 11. Create a sidewalk from Spring Creek to Fairway Four as shown on the Meadows Subarea Plan Map.
 - 12. Improve the safety and efficiency of major road intersections for all users — pedestrians, drivers and cyclists.

Table 9. Meadows Development Table

Parcel Designation	Target Maximum Building Height	Zoned Units	Target Hotbed Mix	Target Condo Units	Target Deed Restricted Units	Target Restaurant/Commercial Area	Total Target Units
Parcel A Prospect Plaza	35-54	7 DRU	NA	NA	68	NA	68
Parcel B Town Shops	35	0	NA	NA	70	NA	70
Parcel C Lot 644	54	54 DRU	NA	NA	53	NA	53
Parcel D Lot 651-A	54	20 condos	NA	NA	53	NA	53
Parcel E Big Billie's Apartments (three- star hotel minimum) 	58	150 (dorm units)*	77	10	2 (dorm units)*	5,000	89
Parcel F Meadows Run Parking Lot	33	0	NA	NA	NA	NA	NA
Parcel G Telluride Apartments	48	30 DRU	NA	NA	91	NA	91
Total Units		261	77		337	5,000	424

*Target dorm units are calculated by multiplying the number of hotbed units by 10% to determine the number of employees required to be provided dorm housing. The resultant number of employees is then multiplied by 250 sq. ft per employee to determine the total floor area in dorm units. This dorm unit floor area is then divided by 1,000 to determine the number of dorm units based on 1,000 sq. ft. per dorm unit, each with ideally four separate bedrooms. Refer to Section IV.B.2. in the Land Use Principles, Policies and Actions, page 43.

G. Require that any application that proposes a rezoning, density transfer, subdivision or any other application that requires general conformance with the Comprehensive Plan meet the following site specific policies:

1. PARCEL A PROSPECT PLAZA

- a. Phase out the currently permitted light industrial uses and replace with multiunit deed restricted housing.
- b. Ensure deed restricted housing proposed on Lot 648-AR is subject to the Ridgeline Development Regulations, including a maximum height of 35 feet.
- c. Evaluate the legal access to Lot 648-AR through the parking garage on Lot 648-BR, both of which are located on Parcel A Prospect Plaza, and require such access to be used for any development on Lot 648-AR, to the extent practicable, with a new parking garage on Lot 648-AR if feasible to serve the envisioned housing.

2. PARCEL B TOWN SHOPS

- a. Ensure any deed restricted housing proposed on Lot 648-AR is subject to the Ridgeline Development Regulations, including a maximum height of 35 feet.
- b. Evaluate the relocation of the Town Shops from Parcel B Town Shops to civic land use polygon south of the existing TSG Shops on upper San Joaquin Road as shown on Land Use Plan Map.
 - i. Evaluate the cost of relocating the Town Shops including the removal of the underground gas tanks and any environmental cleanup and/or analysis.
- c. Relocate the TSG Golf Maintenance Facility on Parcel B Town Shops to an appropriate location within the golf course area as determined through the special use permit process or other similar process per the LUO.
- d. Allow for commercial solar projects on this site through the appropriate development review process.

3. PARCEL C LOT 644

- a. Participate in a public-private

- development of Parcel C Lot 644 for deed restricted housing.
- b. Combine Parcel C Lot 644 with an access tract and Parcel D Lot 651-A to create a large deed restricted housing site.
- c. Optimize the amount of deed restricted housing that “fits” on Parcel C Lot 644 per the applicable development review criteria in the LUO.
- d. Create a new paved trail as shown on the Meadows Subarea Plan.
- e. Reroute Jurassic Trail as necessary.

4. PARCEL D LOT 651-A

- a. Transfer free market density off Parcel D Lot 651-A to Parcel E Big Billie’s Apartments for any hotbed development on such parcel.
- b. Facilitate the TSG dedication of Parcel D Lot 651-A concurrent with any development proposal for Parcel E Big Billie’s Apartments as provided in the Public Benefits Table (page 46).
- c. Participate in a public-private development of Parcel D Lot 651-A for deed restricted housing.
- d. Maximize the amount of deed



restricted housing that "fits" on Parcel D Lot 651-A per the applicable development review criteria in the LUO.

5. PARCEL E BIG BILLIE'S APARTMENTS

- a. Relocate 150 dorm beds to another deed restricted housing location, envisioned by the Comprehensive Plan, with some dorm units on-site as outlined in the Meadows Development Table, if a hotbed project is proposed on Parcel E Big Billie's Apartments.
- b. Ensure the operation and maintenance of a pulse gondola or other tramway or mass transit system from the Meadows Subarea to Mountain Village Center Subarea, or a new pulse gondola, tramway or other mass transit system from the Meadows Subarea to the Town Hall Center Subarea if a hotbed project is proposed on Parcel E Big Billie's Apartments, with the hours and dates of operation closely tied to the town's operation of the gondola system.
- c. Provide a new pedestrian connection and all needed easements to the Chair 10 and chondola base area as envisioned by the Meadows Subarea Plan.

6. PARCEL F MEADOWS RUN PARKING LOT

- a. Provide enhanced resident and day skier parking opportunities with a two-story parking structure that may also have a green roof as a playground.
- i. Ensure the parking structure is constructed mostly below grade with very low structure height.
- b. Establish the appropriate height of the parking structure based on neighborhood compatibility and appropriate mitigation.
- c. Allow for a privately-operated day care facility on Parcel F Meadows

- d. Design existing and future commercial areas as outlined in the Meadows Development Table in order to cater to the local community, with hours of operation conducive to creating a community-based commercial area.
- e. Allow for a limited commercial area, such as a restaurant and skier services (i.e. small ski rental shop and a lift ticket office).
- f. Explore the possibility of constructing a seasonal play field to the south of Big Billie's Apartments and the dedication of an easement for such facility from the owner of such land.

- a. Provide a playground on or adjacent to Parcel G Telluride Apartments. At a minimum, provide park equipment desired by area neighbors such as a gazebo, grills, horseshoe pits, play equipment, a small play field, and a regulation sand volleyball area. Consult with area neighbors to determine appropriate park equipment, site design, and landscaping.
- b. Provide a fence along the North Star property line to the east.

7. PARCEL G TELLURIDE APARTMENTS

- a. Provide a temporary expansion of Meadows playground 10- to 15- feet into the Meadows Run Parking lot with a new landscape buffer to the lot until such point in time that a parking structure is constructed.

- d. Rehabilitate and expand the Meadows playground to provide a community focal point with a gazebo, picnic tables, grills and modern play equipment; place such facilities on the green roof of the garage envisioned by the Comprehensive Plan.
- e. Consider a temporary expansion of Meadows playground 10- to 15- feet into the Meadows Run Parking lot with a new landscape buffer to the lot until such point in time that a parking structure is constructed.

PUBLIC BENEFITS TABLE



- A. The following Public Benefits Table provides the foundation for rezoning, subdivision or density transfer requests whereby the development and density listed for each parcel in a Subarea Development Table may be requested based on the provision of the specific proposed benefits listed.
- B. The public benefits and their associated timing triggers are proposals that have emerged from Town Council's review of the Comprehensive Plan and are memorialized here to record the views of Town Council serving at the time the Comprehensive Plan was approved (June 2011). The proposed

- public benefits and the associated timing triggers may be changed by a future Town Council during a future development review process. If a proposed timing trigger is changed by a future Town Council, it should strive to ensure that the public benefits are realized.
- C. It is envisioned that provisions will be made for the proposed public benefits with a rezoning, PUD, subdivision or other application requiring general conformance with the Comprehensive Plan for a Subarea Plan parcel listed in the Public Benefits Table.
- D. Provide incentives and strive to

achieve the public benefits in the Public Benefits Table, and other public benefits that further the Comprehensive Plan, so that these benefits are realized sooner rather than later and prior to the timing/trigger listed in the Public Benefits Table. Nothing will prohibit the provision of a public benefit prior to the timing/trigger listed in the Public Benefits Table. If a public benefit is provided earlier than the timing/trigger, then the entity providing the public benefit will be given credit for the provision of the public benefit in a subsequent, future development review.



Table 6. Public Benefits Table

PROPOSED PUBLIC BENEFIT	PROPOSED TIMING TRIGGER
1. Provision of hotbeds.	Concurrent with the development of each parcel identified for hotbed development per the Subarea Plans' Development Program Tables.
2. Telluride Ski & Golf or successors in interest (TSG), conveys Parcel J Recreation Center/Multipurpose Facility in the Mountain Village Center Subarea to the Town of Mountain Village (TOMV). TSG vacates any easements and interest it holds on Parcel J Recreation Center/Multipurpose Facility, such as the Peaks Easement.	Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.
3. TSG provides any needed easements from current public pedestrian paths in the Mountain Village Center to Parcel J Recreation Center/Multipurpose Facility.	Concurrent with the dedication of Parcel J Recreation Center/ Multipurpose Facility as required above.

Public Benefits Table (continued)

<p>4. TSG conveys perpetual trail easements or land conveyance to the TOMV for all existing and proposed trails as shown on the then-current Potential Recreation Projects Plan that are located on TSG open space or TSG lots.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>5. TSG conveys land area in civic land use polygon south of the TSG Shops on upper San Joaquin Road to the TOMV as shown on Land Use Plan Map.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>6. TSG conveys easements and/or land for Parcel G Municipal Facility in the Town Hall Center Subarea under the Village Bypass ski run to the TOMV.</p>	<p>Concurrent with the rezoning or subdivision of Parcel F Town Hall East in the Town Hall Center Subarea.</p>
<p>7. TSG conveys land it owns within Town Hall Center, Parcel D Town Hall Center, to the TOMV and, if needed, an easement for a helicopter landing area on the Double Cabin ski run.</p>	<p>Concurrent with the rezoning or subdivision of Parcel F Town Hall East in the Town Hall Center Subarea.</p>
<p>8. TSG will convey all TSG open space land to the TOMV that is designated on the Land Use Plan Map as Passive Open Space or as Resource Conservation Active Open Space.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>9. TOMV rezones TSG open space to limit currently allowed uses consistent with the six open space classifications shown on the Land Use Plan Map.</p>	<p>Prior to or concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>10. Permanently eliminate any TSG parking agreements related to the Gondola Parking Garage, Meadows Run Parking lot, and any other parking location in the town to allow the TOMV to manage these public parking areas.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>11. Eliminate TSG-Gorrone water credit, and pay the full and current town water rates for all snowmaking water with the town.</p>	<p>Concurrent with the first Design Review Board application for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>12. The owner of Parcel F 161-CR in the Mountain Village Center Subarea provides utility, vehicular access, and other needed infrastructure easement through Parcel F 161-CR to Parcel G Gondola Station.</p>	<p>Concurrent with the development of Parcel F 161-CR of the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</p>
<p>13. TSG to provide utility, vehicular access and other needed infrastructure easement through Parcel D Pond Lots and Parcel G Gondola Station to Parcel F Lot 161-CR to facilitate vehicular access at a lower grade, with the goal of keeping the Gondola Plaza at one level grade as it is extended into Parcel F Lot 161-CR.</p>	<p>Concurrent with the development of Parcel D Pond Lots in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</p>
<p>14. TSG to provide utility, vehicular access and other needed infrastructure easement through Parcel D Pond Lots to Parcel E Le Chamonix to facilitate vehicular access to Parcel E Le Chamonix.</p>	<p>Concurrent with the development of Parcel D Pond Lots in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</p>
<p>15. Parcel F Lot 161-CR owner evaluates the technical feasibility of establishing a public loading dock and trash collection facility. If a public loading dock and trash collection facility is feasible, as determined by the town, Parcel F Lot 161-CR owner shall construct such facility and provide necessary delivery/access easements to and from the town's plaza areas.</p>	<p>Concurrent with development of Parcel F 161-CR in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</p>
<p>16. TSG conveys public pedestrian easements from the Gondola Plaza on Parcel G Gondola Station to The Beach and Heritage Plaza and Parcel F Lot 161-CR.</p>	<p>Concurrent with the development of Parcel G Gondola Station in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</p>

Public Benefits Table (continued)

<p>17. Provision of an enhanced riparian area along the west side of Parcel D Pond Lots and Parcel E Le Chamonix, and the east side of Parcel D Pond Lots with additional riparian planting, a footpath, benches and water features, with such stream lined to the pond to prevent groundwater encroachment in Mountain Village Center. Create more natural creek drainage and a bridge north of Centrum at pond outlet.</p>	<p>Concurrent with the development of the Parcel D Pond Lots, Parcel E Le Chamonix, or Parcel F Lot 161-CR of the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application for such parcels that require general conformance with the Comprehensive Plan.</p>
<p>18. TSG conveys land area in Parcel A-4 Telluride Conference Center Expansion to the TOMV to expand the Telluride Conference Center per the Mountain Village Center Subarea Plan.</p>	<p>Concurrent with any rezoning application for Parcel K Meadows Magic Carpet in the Mountain Village Center Subarea. This condition becomes moot should the Telluride Conference Center Expansion already have happened and if necessary easements or other require property interests have been obtained.</p>
<p>19. TSG provides necessary easements to and from sites or easements to be conveyed to the TOMV as required by the Public Benefits Table.</p>	<p>Concurrent with the required land or easement conveyance.</p>
<p>20. Developer of Parcel A-4 Telluride Conference Center Expansion will daylight Gorrone Creek and create an enhanced riparian stream/water feature around the site, lining such stream to prevent additional groundwater encroachment.</p>	<p>Concurrent with the development of Parcel A-4 Telluride Conference Center Expansion.</p>
<p>21. TSG conveys easement to the TOMV for the paved trail to Mountain Village Center as a non-motorized pathway to Country Club Drive as shown on the Potential Recreation Projects Plan.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>22. TSG conveys Parcel D Lot 651-A in the Meadows Subarea to the TOMV for deed restricted housing.</p>	<p>Concurrent with the TOMV decision to redevelop Parcel C Lot 644 in the Meadows Subarea.</p>
<p>23. TSG conveys public easements to the TOMV for a new pulse gondola, tramway or other similar mass transit system on either: (i) the west side of Chair 10 from the base of Chair 10 to close proximity to Town Hall Plaza; or (ii) the existing chondola or new tramway to the north of such chondola from the base terminal to the top terminal facility in the Mountain Village Center Subarea. Necessary public easements will be provided to and from the terminal facilities to adjoining public spaces and/or right-of-way.</p>	<p>Concurrent with the redevelopment of Parcel E Big Billie's Apartments in the Meadows Subarea into a hotbed site.</p>
<p>24. TSG conveys required land or permanent exclusive easements (as required by the town) for the construction of gondola cabin storage buildings at Station St. Sophia and Station Village Parking.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>25. TSG conveys perpetual easements for the recreation activities and facilities outlined on the Potential Recreation Projects Plan.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>26. Ski Area Capacity Improvements: TSG provides its ski area master plan for Town Council review and approval that includes all necessary ski area infrastructure improvements to maintain the skier experience along with proposed timing triggers for such improvements. Such ski area improvements to maintain the skier experience may be connected to any upzoning of open space for hotbed development to ensure improvements are installed or completed concurrent or prior to such hotbed development being occupied.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan. Timing and triggers to be developed concurrent with the creation of the first PUD agreement or other agreement associated with the first rezoning of TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>27. TSG conveys the amount of land necessary for the envisioned community park adjacent to Telluride Apartments.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>

LAND USE PRINCIPLES, POLICIES & ACTIONS

I. Mountain Village promotes a land use pattern, as envisioned by the Comprehensive Plan, that provides economic and social vibrancy, maintains a minimum of 60% open space, and better protects and preserves open space areas as shown on the Land Use Plan. The following policies and actions should be considered by Town Council:

- A. Implement the Comprehensive Plan's principles, policies and actions.
- B. Require rezoning, Planned Unit Developments (PUD), subdivisions, special use permits, density transfers, and other discretionary land use applications to 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.
 - 1. Create exemptions for applications considered minor in nature during the Land Use Ordinance (LUO) amendment process.
- C. Permit development applications in general conformance with the Comprehensive Plan per the applicable criteria for decision-making.
- D. Respect the integrity of single-family and duplex areas. Any proposed rezoning of single-family and duplex lots should be considered exceptional and must meet specific conditions, such as separation and buffering from other single-family and duplex lots.
 - 1. Allow for single-family and duplex units to be platted as detached condominiums pursuant to the LUO.
- E. Provide hotbed development consistent with the Subarea Plans to ensure the overall success of Mountain Village as envisioned by the Comprehensive Plan.
- F. Create incentives for a developer of

an already subdivided and zoned lot to provide the targeted number of hotbeds, dorm units, and commercial area as outlined in the Development Tables for each Subarea Plan.

- G. Require a rezoning, PUD, subdivision or density transfer to meet the following criteria:
 - 1. A proposal shall not increase the town's density beyond the 8,027 person equivalent density cap in accordance with the terms of the County Settlement Agreement.
 - 2. A proposal generally meets the targeted parcel density as identified in the Development Tables for each Subarea Plan.
 - 3. A proposal shall meet the adopted criteria for decision-making for the required development review processes.
 - 4. A proposal to rezone, subdivide or transfer density shall provide public benefits listed in the Public Benefits Table.
 - 5. A proposal that involves rezoning open space, as envisioned by the Comprehensive Plan, shall provide an equal or greater amount of replacement of open space within the original County PUD boundary in accordance with the terms of the County Settlement Agreement and LUO and Design Guidelines.
 - 6. The proposal will meet the following or equivalent standards:
 - a. Minimize and mitigate a project's visual impacts, to the extent practical, while also providing the targeted density identified in each Subarea Plan Development Table. It is understood that some visual impacts will occur with development.
 - b. Ensure appropriate scale

and mass that fits the site(s) under review.

- c. Avoid, minimize and mitigate environmental and geotechnical impacts, to the extent practical, consistent with the Comprehensive Plan while also providing the target density identified in each Subarea Plan Development Table.
 - d. Address all site-specific issues to the satisfaction of the town such as, but not limited to, the location of trash facilities, grease trap cleanouts, restaurant vents, and access points.
 - e. Ensure that any ski run width reductions or grade changes are within industry standards, and that the skier experience is not adversely affected. (Please see Preserving the Skier Experience, page 44.) Such criteria can be listed as specific PUD requirements or expanded as specific PUD design criteria for Design Review Board and Town Council approval, with the goal of ensuring that detailed design plans for each phase of a PUD or development agreement will be fully evaluated by a discretionary criteria prior to final plan approval by the town.
- H. Monitor and maintain the town density bank based on the following policies:
 - 1. Require density transferring out of the density bank to a site to be allocated to the hotbed requirements set forth in the policies and actions under Land Use Principle IV.
 - 2. The town has established a density transfer system at



Agenda Item No. 16.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: Regular Town Council Meeting, February 20, 2020

DATE: Updated February 7, 2020

RE: First Reading of an Ordinance considering a density transfer and rezone application to rezone Blue Mesa Lodge unit 21-C from an efficiency lodge zoning designation unit to a lodge zoning designation unit. Concurrent Consideration of a Resolution approving a variance to the Community Development Code (CDC) to allow deviations from parking requirements.

PROJECT GEOGRAPHY

Legal Description: *Condominium Unit 21-C, Blue Mesa Lodge Condominiums*

Address: 117 Lost Creek Lane

Owner: Gold Hill Holding, LLC

Zoning: Village Center

Existing Use: Accommodations and Commercial

Proposed Use: Multi-Family Residential and 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: Ordinance
- Exhibit C: Resolution



CASE SUMMARY:

Gold Hill Holding, LLC is requesting to rezone Blue Mesa Lodge Unit 21-C from an efficiency lodge zoning designation to a lodge zoning designation. In order to accomplish this request, the unit in question must meet the rezoning criteria, must fit within the definition of a lodge unit per the Community Development Code (CDC), and must have or acquire the requisite density for the increase in person equivalents. A lodge unit is defined as a two-room space plus a mezzanine with up to two separate baths and a full kitchen.

As part of the application, the owner is also requesting a Variance to the CDC, Section 17.5.8: Parking Regulations. Approval of the Variance request would allow for Unit 21-C to be rezoned to a Lodge Zoning designation without the 0.5 parking spaces required by the CDC. According to the CDC, the intent of the variance process is to establish procedures for granting a variance to the requirements of the Code because the strict application of CDC requirements would cause exceptional and undue hardship on the development and use of the lot due to special circumstances existing relative to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions. If the Council determines that the variance is not warranted, then the request for rezoning of Unit 21-C can be approved, with a condition that the applicant satisfy the .5 parking space requirement.

In order to determine the appropriateness of these concurrent requests, the Council has been provided the Criteria for Decision within the Criteria, Analysis, and Findings Section of this memo. These criteria must be met in their entirety for the Town Council to approve the request.

BLUE MESA LODGES HISTORY

Zoning Designation History of Blue Mesa Lodges:

Blue Mesa Lodges (Lot 42B) were originally platted by the 1992 zoning map and preliminary PUD plat for eight condominiums and four hotels with a total person equivalent of 30 persons.

In 1997, Resolution No. 1997-0923-23 rezoned Lot 42B from 10 condominiums which included 18 lock-offs (the lock-offs carried no zoning designation or person equivalent, they were considered bedrooms to the condominium units), to 28 efficiency lodge units with a total of 14-person equivalent density. The Town allowed for parking to remain at 10 spaces, as a pre-existing condition and waived the additional four required parking spaces. The Town approved of the rezoning for the building as is, meaning that no interior or exterior alterations were required.

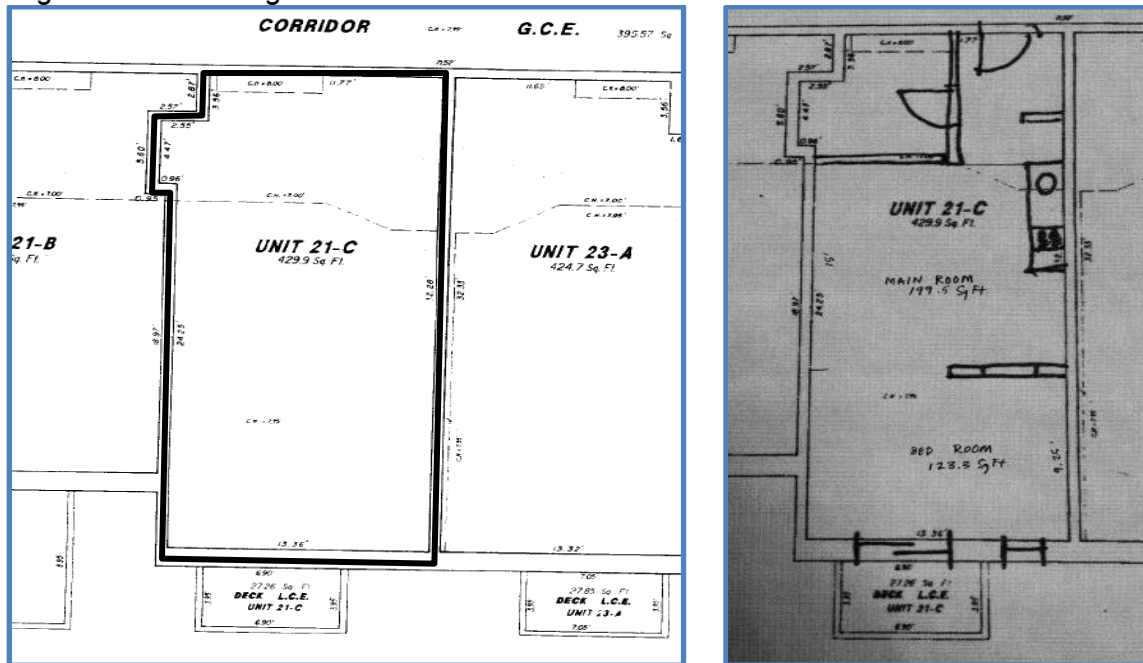
The condominium map unit configuration illustrates the units were labeled as Units A, B & C, units, for example, 20A, 20B, and 20C. These units had doors that connected the units between them. Each unit also had a door to the hallway so that they could be rented separately or used together. The most typical configuration was a former condominium unit and two lock-off bedrooms. In two cases, the 1998 condominium map only illustrated a unit A & B suite (no C unit).

Rezone and Parking History of Unit 21-C:

Unit 21-C was purchased by Gold Hill Holdings, LLC in 2012. When the property transferred ownership there was no associated parking space dedicated to the unit. Because a rezone application requires that the application conforms with land use and zoning regulations, a rezone to a lodge unit requires that the applicant meets the parking requirement of 0.5 parking spaces, or otherwise obtain a Variance to parking requirements to meet this requirement.

The condominium map for Blue Mesa Lodge demonstrates the overall floor area of the unit at 429.9 sq. ft. According to the applicant, this includes a “[living room, bedroom,], one full bath, a galley kitchen with appliances including an oven with 4 burner range, full-size microwave, and 13 [cubic feet] refrigerator/freezer”. See rezone criteria b. discussion of rooms on page 4. below.

Figure 1. Unit Configuration 21-C



CRITERIA, ANALYSIS, AND FINDINGS

The criteria for the decision to evaluate a variance and/or 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 the applications:

Chapter 17.4: DEVELOPMENT REVIEW PROCEDURES

17.4.16: Variance Procedure:

Staff has evaluated the following standards (a-h) as the criteria that must be met for Town Council to approve the 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;*

Staff: The Town Council needs to determine if applying the parking regulations would result in an exceptional and undue hardship upon the property owner due to extraordinary or exceptional physical conditions. The Council should also consider that a change of use from an efficiency lodge to a lodge zoning designation requires parking conformance and it is the applicants' burden to demonstrate hardship as part of this application in order to obtain this variance for parking or must otherwise meet the criteria of 0.5 spaces.

- b. *The variance can be granted without substantial detriment to the public health, safety, and welfare;*

Staff: The Council should consider if the change in zoning and potential change in use without the required parking will impact public health, safety, and welfare. Although the proposed variance would not permit any additional changes in the current use of the parking facilities, and no changes are discussed by the applicant to the unit or parking, there could be unintended impacts related to the change in the use which could allow for residential

occupancy as a lodge unit. The owner currently long-term leases a parking space for current parking needs and has not indicated an ability to purchase on or off-site 0.5 parking spaces to meet the requirement. The owner has indicated a desire for the Council to consider the constraints acknowledged within the provided narrative.

- c. *The variance can be granted without substantial impairment of the intent of the CDC;*

Staff: The code intends to bring properties into compliance whenever possible and this should be considered when weighing whether these criteria and granting of a variance would impair the intent of the CDC in regard to providing adequate parking.

- 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;*

Staff: The Council must evaluate whether granting a parking variance would constitute special privilege in excess of those enjoyed by other property owners in the same zoning district

The applicant has expressed that BML may warrant consideration when owners voluntarily bring units into compliance due to the past history of use as small residences, short term or long-term rentals and lack of on-site hotel-like amenities consistent with other properties with efficiency lodge units. The Council has indicated that conforming to parking requirements with rezone applications is important and otherwise a variance could be viewed as a special privilege.

- 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;*

Staff: Council needs to consider whether granting the variance requested in order to accommodate the rezone from efficiency lodge to lodge is necessary to accommodate a reasonable use of the property or whether the existing zoning designation provides a reasonable use of the property. There is no for sale in part or whole, parking located on-site due to the number of units in relation to the number of parking spaces. Failure to grant the variance would result in the owner having to purchase a portion of a parking space off-site or on-site to satisfy the requirement. It is the owner's preference to request a variance.

- 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;*

Staff: The lot is within a legally created subdivision and Unit 21-C is within a legally created condominium community.

- g. *The variance is not solely based on economic hardship alone; and*

Staff: There has been no indication that the variance is based solely on economic hardship.

- h. *The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.*

Staff: If a variance is granted, this request meets all applicable Town Regulations and Standards. If the Variance is not granted, the owner simply needs to meet the parking requirement in order to rezone the unit to lodge.

17.4.9: Rezoning Process

Staff has evaluated the following standards (a-h) as the criteria that must be met for Town Council to approve the rezoning request:

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

Staff: Blue Mesa Lodge is not contemplated for redevelopment or future visioning in the Comprehensive Plan and is simply mapped as within the Village Center Zone District which allows for broad uses. The application conforms with Mountain Village Center Subarea Plan Principles, Policies and Actions L., "Encourage deed-restricted units and full-time residency in Mountain Village Center, with provisions such as smaller units, the creation of a better sense of community, and other creative options."

- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

The Zoning and Land Use Regulations allow for the requested rezone from efficiency lodge to lodge provided these criteria are met and the unit meets the definition of a lodge unit. Generally speaking, the Village Center zoning designation allows for lodge units as a permitted use consistent with the Land Use Regulations.

The current configuration of Unit 21-C does include physical separation of the bedroom and living room area. The applicants have included a floorplan demonstrating the current layout of the unit. The Council should ultimately consider their comfort level of rezoning from efficiency lodge to lodge based on the conversion of one-room spaces to two-room spaces. There are no definitions of a room in the CDC. At the direction of the DRB and consistent with the authority granted to the Planning Director by the CDC, the Planning Director has provided two interpretations that both have a basis in existing codes and historical uses as to what could constitute a room when rezoning from one zoning designation to another. One interpretation is consistent with this application to create a partition wall in order to define more than one room consistent with building code definitions. (see Planning Director interpretation draft alternative #1)

The second interpretation (see Planning Director interpretation draft alternative #2) which premises the definition of a room consistent with our existing inventory of lodge units that are a minimum square footage of 550 square feet, maintain separation of rooms with a wall and a door and a distinction of use between a bedroom and a kitchen, living and dining room.

Staff recommends the Council determine whether the applicant's proposed changes meet the intent of the CDC in relation to the requirement for a two-room space in order to rezone to a lodge unit which will also inform the Planning Director as to the most appropriate interpretation. See additional discussion under DRB below.

- c. The proposed rezoning meets the Comprehensive Plan project standards;

Staff: There are no specific Comprehensive Plan project standards for Blue Mesa Lodge, thus, this criterion is not applicable.

- 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: The proposed rezoning presents no public health, safety or welfare issues and is an efficient use of what is a mixed-use building carrying residential attributes.

- 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: The proposed rezone is due to a change in condition in the vicinity, namely recent education and voluntary compliance regarding efficiency lodge zoning designations.

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

Staff: No additional public facilities are needed for the rezone thus, they are adequate.

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

Staff: No change or negative impact.

- h. The proposed rezoning meets all applicable Town regulations and standards.

Staff: Provided the Town Council determines that the addition of a partition wall is appropriate in order to meet the standards that a lodge unit has a two-room space the application will be compliant with all applicable Town regulations and standards if a parking variance is obtained, the additional 0.25-person equivalent density units are purchased, and the sale is finalized. Staff is requesting that any approval condition that requisite density has been obtained prior to the recordation of the associated ordinance rezoning the unit.

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.

Affirmed.

STAFF ANALYSIS

The existing configuration of the efficiency lodge unit meets the definition of a lodge unit per the CDC so long as the Council determines that a partition wall that creates visual separation defines one room from another room in this application for the purposes of a rezone. The applicants have a total of 0.5-person equivalent density for Unit 21-C and will be required to purchase an additional 0.25-person equivalent in order to comply with the 0.75-person equivalent density requirements

for a lodge unit prior to any finalization of the rezone request. During multiple Town Council discussions, the Town Council recognized that Blue Mesa Lodges have never had onsite property management or amenities that would indicate accommodations use like a hotel. Since Blue Mesa Lodges is also not identified in the Comprehensive Plan for redevelopment, rezoning the efficiency lodge unit to one lodge unit meets the Town criteria for a rezone application.

The rezone application triggers parking requirements which are requested to be varied in order to approve the rezone application based on today's CDC standards regarding parking and variances. The CDC recognizes that minimum parking requirements are based on standard parking requirements applied in similar jurisdictions, and that parking demands for a use may change over time due to changes in key variables that impact the amount of required parking.

There appears to be valid merit in the concerns related to potential increased parking impacts subsequent to changes in use from Efficiency Lodge to Lodge, such as increased traffic and increased use of the unit that may otherwise affect the current parking arrangement that may have worked in the past. For that reason, providing parking may be more preferable for this request.

DESIGN REVIEW BOARD RECOMMENDATION: The Design Review Board reviewed both applications for Lot 42B, Unit 21-C at their December 5, 2019, Regular Meeting.

1. In regards to the Rezone and Density Transfer request, the Board voted to 6-0 to recommend approval to Town Council.
2. In regards to the Variance request, the board vote was evenly split and therefore continued to the February 6, 2020 DRB meeting. At the February meeting, the Board voted 3-1, Eckman dissenting, to recommend approval of the Variance to Town Council.

The DRB also asked staff to prepare a definition of a room for the purposes of current and future rezone applications when an owner of a one-room efficiency lodge unit applies to reclassify it as a lodge and create a second room within the unit. Staff received direction that the more generous interpretation, that a room can be created by a floor to ceiling partition wall so long as minimum room size, fire sprinkler, fire alarm, egress, electrical code requirements, and maximum openings are building code compliant is adequate to create more than one room for the purposes of a rezone application. Staff also believes it's important for the Town Council to determine whether a generous interpretation meets the purpose and intent of the lodge zoning designation. The other alternative interpretation is to consider a minimum lodge size in square feet, or otherwise only allow the combination of two efficiency lodge or hotel units to rezone to one lodge unit if the unit does not otherwise meet the square footage minimum. This meets the more typical purpose and intent that a lodge unit has traditionally been a minimum of 550 square feet in size, one room functioned as a bedroom, and a wall and door separated the bedroom from the living/dining/kitchen room.

As a point of information, in the review of the efficiency lodge units having a one-room configuration currently in the Mountain Village, only Blue Mesa Lodge units and one efficiency lodge unit in La Chamonix could request to rezone to a lodge unit. All of the other efficiency lodge units are on properties that have onsite hotel-like amenities precluding those units from meeting rezone criteria. This means that with existing inventory the number of applications we would contemplate are in the single digits. We have a number of platted and not constructed efficiency lodge units that could be subject to an interpretation of room in the future and any future rezone application that could be contemplated. Staff will take direction from Town Council and can finalize an interpretation with Council input.

RECOMMENDED MOTION: The Town Council may approve, continue, deny or request modifications to the application regarding the proposed Density Transfer and Rezone for Unit 20-B, Lot 42B. In addition, the Council may choose to bifurcate the approvals.

Motion of Approval for Both Items: *I move to approve, the first reading of an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge, Unit 21-C to rezone from an efficiency lodge zoning designation to lodge zoning designation and to ask the Town Clerk to set a public hearing for March 19, 2020. In addition, I move to approve by Resolution, a variance to the CDC parking requirement standards granting deviations to the required 0.5 parking spaces for Unit 21-C.*

Both approvals are based on the evidence and testimony provided at a public hearing held on February 20, 2020, with notice of such hearing as required by the Community Development Code, and with the following findings and conditions:

Findings:

- 1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.*
- 2. If the Town Council determines the variance request meets the requirements of the CDC, then the parking requirement for Unit 21-C will be met.*
- 3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.*
- 4. A 2/3 partition wall is adequate to interpret that the unit consists of two rooms, comporting with the definition of a lodge zoning designation unit.*

Conditions:

- 1. The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 21-C as one Lodge unit.*
- 2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.*
- 3. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Unit 21-C from efficiency lodge to lodge unit.*
- 4. Prior to recordation of the Resolution approving variation to the parking requirement standards, the applicant shall obtain final approval of the requested Density Transfer and Rezone.*

If Town Council determines that the Parking Variance is not appropriate, the Staff has provided a bifurcated approval allowing for the conditional approval of the Density Transfer and Rezone, which could not be recorded unless the parking requirements are satisfied within 18 months of the date of the approval. This would allow for the Blue Mesa Lodge to work internally to resolve the parking issues holistically.

Motion for Approval of Density Transfer and Rezone:

I move to approve, the first reading of an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 21-C to rezone from an efficiency lodge zoning designation to lodge zoning designation with the following findings and conditions as noted in the staff report of record dated February 7, 2020, and to ask the Town Clerk to set a public hearing for March 19, 2020:

Findings:

- 1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.*
- 2. At the time the requisite parking is obtained, then the parking requirement for Unit 21-C will be met.*
- 3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.*
- 4. A 2/3 partition wall is adequate to interpret that the unit consists of two rooms, comporting with the definition of a lodge zoning designation unit.*

Conditions:

- 1. The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 21-C as one Lodge unit.*
- 2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.*
- 3. Prior to the recordation of the Ordinance approving the Density Transfer and Rezone, the applicant shall demonstrate that the requisite parking of 0.5 units has been obtained within the Blue Mesa Lodge.*
- 4. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Unit 21-C from efficiency lodge to lodge unit.*

In addition, I move to deny the Resolution regarding a variance to the CDC parking requirement standards granting deviations to the required 0.5 parking spaces for Unit 21-C with the following findings:

Findings:

- 1. The Variance application does not meet the criteria for decision as detailed in the staff memo of Record dated February 7, 2020.*

These motions are based on the evidence and testimony provided at a public hearing held on February 20, 2020, with notice of such hearing as required by the Community Development Code.

Motion for Denial: *I move to deny, the first reading of an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 20-B to rezone from an efficiency lodge zoning designation to lodge zoning designation;*

In addition, I move to deny the resolution regarding a variance to the CDC parking requirement standards granting deviations to the required 0.5 parking spaces for Unit 21-C with the following findings:

Findings:

2. *The applications do not meet the criteria for decision as detailed in the staff memo of Record dated February 7, 2020.*

This motion is based on the evidence and testimony provided at a public hearing held on February 20, 2020, with notice of such hearing as required by the Community Development Code.

/jjm

Rezoning variance application Blue Mesa Lodge Condominiums, Lot 42B, Unit 21C

Gold Hill Holding, LLC

Staff have requested we provide a more in-depth discussion for the Design Review Board to consider as we move forward with our application to rezone unit 21C at Blue Mesa Lodge from an 'efficiency lodge' to 'lodge'.

Background

This rezoning has been pursued exclusively in response to recent changes to the Community Development Code ordinance made by the Town of Mountain Village. The 2019 revision of CDC ordinances for efficiency lodge units unreasonably restricts use of this property in a manner that had never been intended or applied in the over 20 year history since the conversion to efficiency lodge was made in 1997. This regulatory change damages the value of our investment in a condominium unit ideally located in the pedestrian core of our village, to a comparable value of a timeshare unit with minimal options for use. This hardship is not tolerable and as a measure of goodwill the Town has graciously extended the opportunity to rezone properties in our building to a less restrictive 'lodge' definition.

Blue Mesa Lodge has filled an important niche in the village with mixed use; short term rentals, long term rentals, and one owner established permanent residency in our building. Rezoning our properties allows property owners to provide badly needed seasonal rentals to area employees and travelers who intend a longer stay than the typical short-term rental (30 days or less). There is a severe shortage of seasonal rental properties in Mountain Village, which directly impairs employers ability to retain workers, and directly impacts everything from the coffee shop to the construction company. There is much less demand for the short term stays that the new efficiency lodge ordinances would impose. Our short term occupancy rate is about 20%, and the town does not appear to have a shortage of short term lodging. Blue Mesa Lodge is an ideal building for mixed use; we have no central booking agency, front desk, or other amenities typical to the hotel condominium properties that are more prominently represented in the list of efficiency lodge units within Mountain Village.

Until recently, the town had demonstrated no interest in constraining use of our properties which were all converted to efficiency lodge zoning in 1997. Permitted renovations in our building have combined units larger than the lodge definition, smaller spaces have been improved to more livable lodge configurations, many units in our building have functional kitchens and multiple restrooms. A variance to the defined parking requirements allowed some properties to have fractional ownership of parking spaces less than 0.5 (Which is the CDC defined requirement for

both efficiency lodge and lodge units). With the variance granted by the town in 1997, some units have no deeded parking—such as the subject of this application.

The Design Review Board and Town Council have approved a group of rezoning applications from Blue Mesa Lodge property owners recently. It is important work to continue with this if we are going to preserve the value of our properties and continue to attract development to the village core. The variance process exists for this specific purpose: development of a unique and vital community is sometimes messy and mistakes will be made that can only be resolved by allowing that some ordinances and definitions do not apply to all circumstances. Loft spaces and partitioned rooms should be allowed as they meet the definition for lodge ‘rooms’, larger and smaller spaces should as well. Parking space requirements do not need to apply to all properties in the core. We hope that through a well-reasoned approach to the variance process the town can maintain values and encourage investment.

The founders of Mountain Village had a brilliant vision for developing a unique community unlike any in North America, inspired by European models. Thriving mountain communities with a lively and economically productive pedestrian core are attractive places to resemble. The clogged roads and noisy busses in Snowmass and Vail serve as a keen reminder of how special this place is. We have the landscape, and we are building the community. This vision did not include motor vehicles in the village core. Like our European archetype, a centralized parking scheme was seen as the best way to allow our development to continue in this vision. As building continues and the town attracts more investment, increasing our parking capacity in the central garage was the intended approach. This is why they did not require deeded parking spaces for all properties in the core, and thus created situations like ours.

When the town allowed parking spaces to be sold away from the condominium unit owners in our building, investors had an opportunity to buy and now there is a market to rent and sell these parking spaces. We have maintained access to parking for our property by engaging realtors and owners to provide for both short and long-term rental agreements for parking. For example, over the years we have run this property: many of our winter guests don’t need a parking space at all, parking was available in our garage at a nightly rate brokered by a realtor ideal for short-term renters, an engineer for a local project needed long term housing for six months and we negotiated a six month parking lease to accommodate that need, we have a current long-term agreement to lease a space on annually renewing terms. The town is still collecting property tax on these spaces and also collects revenue from renters paying to park in the municipal garages when there isn’t enough room for all. The town could increase supply and lower prices if further pressure is desired, proposing a bond measure to build more decks on our current parking structure would be a good start. As there were never enough spaces built in the village core for everyone to have a deeded parking space, this truly American model of market-based use has been the solution.

We are asking that the parking requirement be reconsidered for our case, as it does not significantly affect our parking usage for rezoning the property. Any future owners will have the

same options to consider for parking as we have: use the town garage, rent a space as needed, secure a long term parking lease, or buy a space. This variance is very important to our rezoning, please consider these responses carefully and recognize the greater challenges that are created with changes to the CDC regulations.

Responses

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;

The strict application of the CDC regulations for 0.5 parking space requirement imposes an unreasonable hardship as no parking was deeded to this property by a previously approved variance recorded in rezoning resolution 1997-0923-23. Rezoning this property is now essential to maintaining its value and preserving the vital characteristics of the village core. The development of the village core was specifically limited in vehicle access, properties in this area have a special circumstance for which variance to the parking requirements was and is still the best solution for non-conforming properties.

b. The variance can be granted without substantial detriment to the public health, safety and welfare;

This variance poses no substantial detriment to the public health, safety or welfare and does not constitute any change in the current property use. There would, if anything, be an increase in vehicle traffic into the village core if variances are not given to rezoning properties as demand for parking in the core may drive further development of parking structures in the village. It was wisely within our founders vision to develop parking outside of the village core in order to preserve the attractive and healthy pedestrian zone, with minimal noise and pollution.

c. The variance can be granted without substantial impairment of the intent of the CDC;

The same 0.5 parking space requirement exists for both efficiency lodge and lodge zoning. The variance that allowed this property to be sold without a space has not impaired mixed use of the property. The intent of the CDC is better reflected by rezoning our property as the new ordinances surrounding

efficiency lodge uses are not compatible with our property, building or history of use. Any perceived impairment to the intent of the CDC parking requirement was made over 20 years ago and has never been challenged. We are only asking that this previous variance continue to be honored, placing no more or less demand on the available spaces.

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;

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; the 1997 variance was given for 4 full parking spaces leaving multiple units of Blue Mesa Lodge Condominiums without deeded parking. The variance is needed in order to continue similar use of our property to other units in our building by rezoning to lodge status.

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;

Rezoning the property is necessary to allow reasonable use of the property due to new restrictions being imposed on efficiency lodge units. Blue Mesa Lodge is not a hotel property, the individual units should not be restricted as such. Granting of this parking variance to allow for rezoning 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;

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;

This variance is not exclusively an issue of economic hardship, though if unable to rezone our property it will be expected to suffer a significant loss of value. The basis for needing this variance is because a previously approved variance to parking requirements allowed this property to be separated from deeded parking over 20 years ago.

and h. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

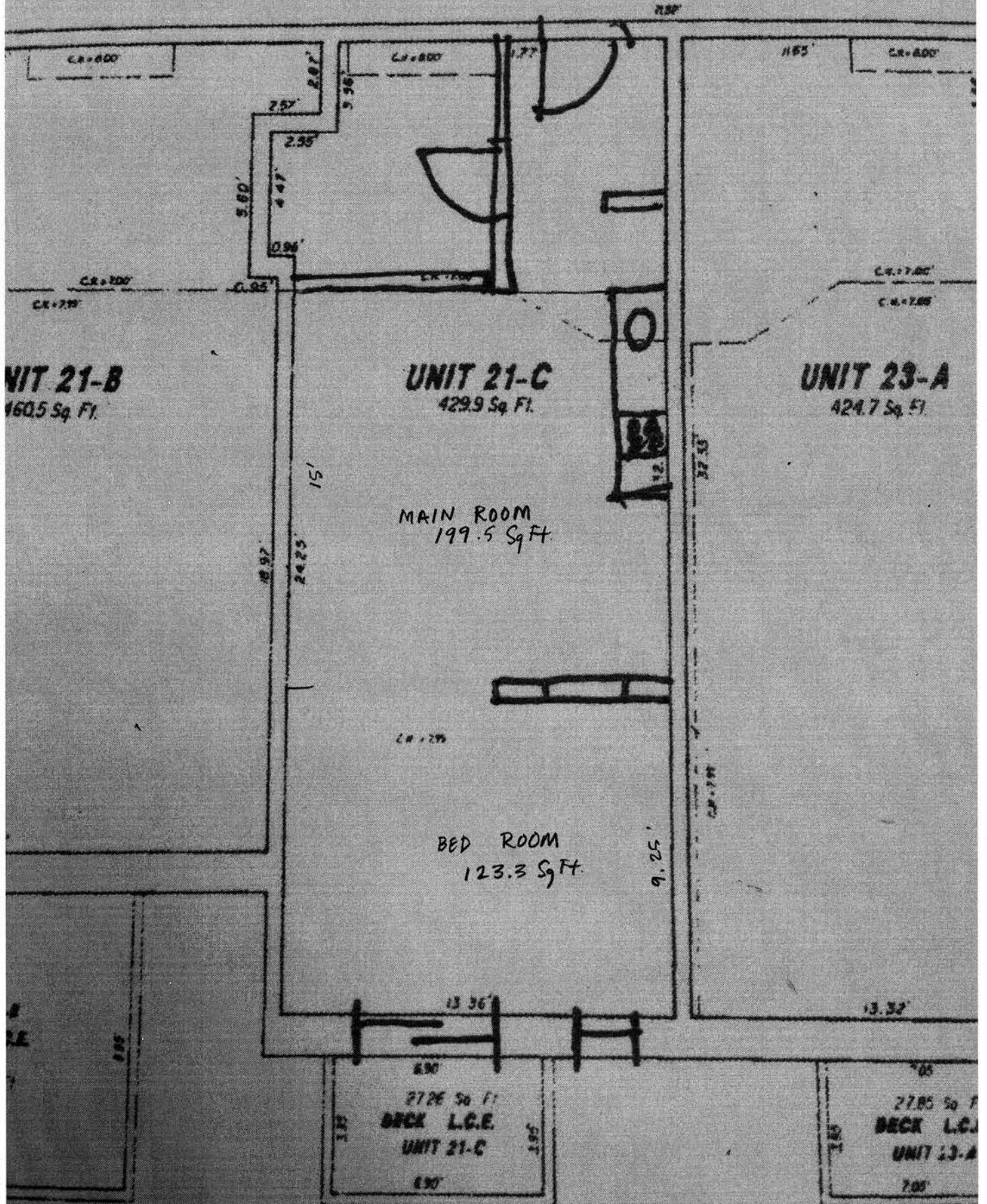
The proposed variance is sought for relief from regulations requiring 0.5 parking spaces for a property to be zoned as a lodge unit. This is not a significant difference in requirements that existed for the previous zoning, both zoning categories have the same 0.5 space requirements. If the standard did not need to apply once, it seems sensible that with no difference in the substantive requirement, it need not apply again.

Narrative for Application of Rezone for Blue Mesa Lodge Condominiums lot 42B, Unit 21C

Criteria for a Decision to Rezone: The following criteria shall be met for the review authority to approve a rezoning application:

1. The proposed rezoning is in general conformance with the goals, policies, provisions, and standards of the Comprehensive Plan
 - a. The Blue Mesa Lodge Condominiums are not referenced in the Comprehensive Plan.
 - b. The location in the Town of Mountain Village Core appeals to individual use, long and short term rentals and can improve TMV core economic development with more consistent occupancy.
2. The proposed rezoning is consistent with the Zoning and Land Use Regulations
 - a. The 21C property has been used for both long and short term rentals as since purchased in 2012. Prior to purchase the unit was used for long term rentals.
 - b. The layout of the combined unit conforms with the specifications which define a Lodge unit (two separated rooms with net floor area of 199.5 square feet in the main room and bedroom with 123.3 square feet, one full bath, a galley kitchen with appliances including an oven with 4 burner range, full size microwave and 13 Cft. refrigerator/freezer).
 - c. This property (and several others at Blue Mesa Lodge Condominiums) was platted by waiver without deeded parking, adequate spaces are available for rent in the Blue Mesa Garage.
 - d. The property will have the appropriate density units associated with a Lodge unit (0.75 density units, sale pending from other conversion).
3. 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
 - a. The infrastructure already exists to meet public health, safety and welfare, the proposed rezone will not create an additional burden.
 - b. No additional hazards will be created by this proposed rezone. No additional burden of trash or parking as underground parking is available to residents of this unit and sufficient method of trash disposable is in place.
 - c. The unit is either used by the owner or rented, consistent with existing use therefore the proposed rezone will not contribute to an increase in vehicular or pedestrian circulation.
4. The applicant is submitting appropriate documentation.
 - a. Copy of Deed that includes legal description of the property
 - b. Variance application to parking space requirement
 - c. Post a public notice of the proposed rezone
 - d. Map amendment of the property showing layout of the property (pending approval)

e. Bill of sale to acquire additional 0.25 density units (pending approval)



UNIT 21-B
160.5 Sq Ft.

UNIT 21-C
429.9 Sq Ft.

UNIT 23-A
424.7 Sq Ft.

MAIN ROOM
199.5 Sq Ft.

BED ROOM
123.3 Sq Ft.

2726 Sq Ft
DECK L.G.E.
UNIT 21-C

2785 Sq Ft
DECK L.G.E.
UNIT 23-A

ORDINANCE NO. 2020-__

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER TO CONVERT BLUE MESA LODGES UNIT 21-C FROM AN EFFICIENCY LODGE ZONING DESIGNATION UNIT TO A LODGE ZONING DESIGNATION UNIT.

RECITALS

- A. Gold Hill Holding, LLC (“**Owner**”) has submitted to the Town: (1) a rezoning and density transfer development application for a rezone of Unit 21-C, Blue Mesa Lodge Condominiums (Lot 42B) from one efficiency lodge units to one lodge unit (“**Application**”); pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Gold Hill Holding, LLC is the owner of Unit 21-C Blue Mesa Lodge Condominiums, and the associated development rights and density allocated to Unit 21-C, Blue Mesa Lodge Condominiums.
- C. The proposed rezoning and density transfer is to convert one efficiency lodge unit into one lodge unit pursuant to the requirements of the CDC.
- D. In order to rezone Unit 21-C, the owner needs an additional .25-person equivalent density to satisfy the CDC requirements. The owners intend to purchase the required .25-person equivalent density prior to the recordation of this ordinance.
- E. In order to rezone Unit 21-C, the owner needs to meet the parking requirement of 0.5 parking spaces, prior to recordation of this Ordinance.
- F. 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 21-C, Lot 42B Blue Mesa Lodge Condominiums

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
21-C	Village Center	Efficiency Lodge	1	.5

Figure 2. Proposed Zoning Designation

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
21-C	Village Center	Lodge	1	.75 ¹

¹ As noted above the deficient density of .25 will be acquired by the owner of unit 21-C, Lot 42B, prior to recordation of this ordinance.

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

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

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

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
42B	Village Center	Efficiency Lodge	27	.5	13.5
	Village Center	Lodge	1	.75	.75
	Village Center	Commercial	n/a	n/a	n/a

- G. 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.
- H. At its regularly scheduled meeting held on February 20, 2020 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- I. On March 19, 2020, Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.
- J. The meeting held on December 5, 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.
- K. 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.
- L. 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. At the time that the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation
2. If Town Council determines the variance request meets the requirements of the CDC, then the parking requirement for Unit 21-C will be met.
3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.
4. A 2/3 partition wall is adequate to interpret that the unit consists of two rooms, comporting with the definition of a lodge zoning designation unit.

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

1. The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 21-C as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. The applicant shall demonstrate the required density has been acquired prior to recording the associated ordinance rezoning unit 21-C from efficiency lodge to lodge unit.
4. Prior to recordation of the Resolution approving variation to the parking requirement standards, the applicant shall obtain final approval of the requested Density Transfer and Rezone.

Section 1. Effect on Zoning Designations

- A. This Resolution does not change any other zoning designation on the Properties it only affects Unit 21-C.

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 ___th day of _____ 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 XXst 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 _____, 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.

Kim Montgomery, Town Clerk

(SEAL)

**RESOLUTION APPROVING A VARIANCE TO THE COMMUNITY DEVELOPMENT CODE
REQUIREMENTS FOR LOT 42B, UNIT 21-C TO ALLOW FOR DEVIATIONS TO THE
PARKING REQUIREMENTS FOR A LODGE UNIT ZONING DESIGNATION.**

Resolution No. 2020-____ - __

- A. Gold Hill Holdings, LLC (“**Owner**”) is the owner of record of real property described as Lot 42B, Unit 21-C (“**Property**”).
- B. The Owner has submitted a Class 4 application for a Variance to allow for deviations in parking requirements for Unit 21-C (**Application**).
- C. The Application was submitted in compliance with the provisions of section 17.4.16 of the Community Development Code (“**CDC**”).
- D. The Design Review Board (“**DRB**”) considered the Application, along with evidence and testimony, at a public meeting held on February 6, 2020. Upon concluding their review, the DRB recommended approval of the Application to the Town Council with a 3-1 vote.
- E. The Town Council considered and approved the Application, along with evidence and testimony, at a public hearing on February 20, 2020.
- F. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates and/or dates from which such hearings were continued on the Town website, and by mailing of public notice to property owners within four hundred feet (400') of the Property, as required by the public hearing noticing requirements of the CDC.
- G. After the public hearings referred to above, the DRB and the Town Council each individually considered the Applications’ submittal materials, and all other relevant materials, public letters, and public testimony, and approved the Application with conditions as set forth in this Resolution.
- H. The Owner has addressed or agreed to address, all conditions of approval of the Applications imposed by Town Council and Design Review Board.
- I. The Town Council finds the Applications meets the variance criteria for decision contained in CDC Section 17.4.16(D) as follows:

Variance Findings:

- 1. The strict application of the CDC building height regulations would result in exceptional and undue hardship upon the property owner in the development of the property because the geographical constraints of the site such as slope and delineated wetlands;
- 2. The variance can be granted without substantial detriment to the public health, safety and welfare due to visual mitigation, and will actually will help protect the public health, safety and welfare by ensuring the provision of critically needed employee housing;
- 3. The variance can be granted without substantial impairment of the intent of the CDC, with the proposed use meeting the provisions for employee housing;
- 4. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district;

5. Reasonable use of the property for additional employee housing is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;
6. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
7. The variance is not solely based on economic hardship alone; and
8. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A VARIANCE TO THE COMMUNITY DEVELOPMENT CODE REQUIREMENTS FOR LOT 42B, UNIT 21-C TO ALLOW FOR DEVIATIONS TO THE PARKING REQUIREMENTS FOR A LODGE UNIT ZONING DESIGNATION AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION.

Be It Further Resolved that Lot 42B, Unit 21-C may be developed as submitted in accordance with Resolution NO. 2020-____-____ .

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 February 20, 2020 (the “Effective Date”) as herein referenced throughout this Resolution.

Section 4. Public Hearing

A public meeting on this Resolution was held on the 20th day of February 2020 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Town Council at a public hearing held on February 20, 2020.

Town of Mountain Village, Town Council

By: _____
Laila Benitez, Mayor

Attest:

By: _____
Kim Montgomery, Town Clerk

Approved as to Form:

Jim Mahoney, Town Attorney



PLANNING DIRECTOR INTERPRETATION **- DRAFT ALT #1**

Date: December 9, 2019
Purpose: Community Development Code (CDC) Interpretation pursuant to CDC Section 17.1.8.A.
Re: Room interpretation as it relates to zoning designation definitions

INTRODUCTION

With clarification provided by the Town Council and staff during multiple work sessions regarding zoning designations in 2019, and a subsequent Community Development Code amendment, the Planning Director is providing a definition of Room for the purposes of zoning designation definitions and in order to evaluate future rezone applications from efficiency lodge, hotel or hotel efficiency to lodge zoning designation.

BACKGROUND

The term “room” is referenced within each definition below. See the definitions below.

Efficiency Lodge: A zoning designation that means a habitable, one (1) room space with separate bath and limited kitchen facilities used for Short-Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and six (6) cubic foot (maximum) refrigerator trash compactor and garbage disposal. These units may be in a condominium community.

Hotel: A zoning designation that means a habitable (1) room space with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Hotel Efficiency: A zoning designation that means a habitable two (2) room space, or one (1) room plus a mezzanine, with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Lodge: A zoning designation that means a two (2) room space plus a mezzanine with up to two separate baths and a full kitchen. These units may be in a condominium community.

QUESTION ANSWERED BY THE INTERPRETATION

How can an efficiency lodge or hotel zoning designation unit be rezoned to a lodge zoning designation unit when an efficiency lodge zoning designation unit is defined as one room and a lodge zoning designation unit is defined as two rooms?

BUILDING CODE FOUNDATION TO THE INTERPRETATION

Building safety is the town’s primary consideration; therefore, we relied upon the definition of habitable space, room, openings, egress and fire-related safety concerns to inform this interpretation.

INTERPRETATION

Two rooms can be created from a one-room habitable space, so long as the following can be achieved:

- 1) One room shall have no less than 120 square feet of habitable net floor area.
- 2) A partition wall must be constructed (pursuant to the building code) to provide partial visual separation between the two rooms, with no greater than a six-foot opening (also called a pass-through), be at least 50% of the room length, and the wall must be constructed from floor to ceiling.
- 3) The newly created room must minimally be seven (7) feet by seven (7) feet in dimension.
- 4) Sleeping rooms must be provided with an emergency escape rescue opening per IBC section 1029.1 or meet exception #2 of IBC section 1029.1.

And the following must be verified and/or conditioned by staff:

- 1) The fire marshal must inspect the unit prior to the rezone application process to assure that fire requirements are being met primarily that a sprinkler and smoke detector is provided in each room.
- 2) A building permit must be conditioned as part of the planning approval process to construct the wall between rooms to assure electrical codes are met, fire codes and egress (as needed) is addressed.

BACKGROUND BUILDING CODE INFORMATION

IBC Section 1208.3. Room Area. Is defined as Every *dwelling unit* shall have not less than one room that shall have not less than 120 square feet (11.2 m2) of *net floor area*. Other habitable rooms shall have a *net floor area* of not less than 70 square feet (6.5 m2). Exception: Kitchens are not required to be of a minimum floor area.

IBC Section 1208.1. A room must be seven (7) feet by seven (7) feet minimum habitable space

IBC Definitions: Habitable Space. Habitable space is defined as space in a building used for living, sleeping, eating or cooking

IBC Section 1210.2.2. Wall means a floor to ceiling separation.

The building official interpretation allows for a six-foot opening between rooms. A door is not required to separate one room from another room.

IBC 1208.4. Efficiency Dwelling Units. For the purposes of the interpretation, efficiency lodge units are not defined as efficiency dwelling units (as defined in the IBC) because efficiency lodge zoning designation units are in almost all cases, in excess of the minimum 220 square feet.

Other IBC sections referenced: egress, R-2 occupancy, fire protection.



Michelle Haynes, MPA
Planning and Development Services Director



PLANNING DIRECTOR INTERPRETATION - **DRAFT ALT #2**

Date: February 20, 2020
Purpose: Community Development Code (CDC) Interpretation pursuant to CDC Section 17.1.8.A.
Re: Room interpretation as it relates to zoning designation definitions

INTRODUCTION

With clarification provided by the Town Council and staff during multiple work sessions regarding zoning designations in 2019, and a subsequent Community Development Code amendment, the Planning Director is providing a definition of Room for the purposes of zoning designation definitions and in order to evaluate future rezone applications from efficiency lodge, hotel or hotel efficiency to lodge zoning designation.

BACKGROUND

The term “room” is referenced within each zoning designation definition below. See the definitions below.

Efficiency Lodge: A zoning designation that means a habitable, one (1) room space with separate bath and limited kitchen facilities used for Short-Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and six (6) cubic foot (maximum) refrigerator trash compactor and garbage disposal. These units may be in a condominium community.

Hotel: A zoning designation that means a habitable (1) room space with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Hotel Efficiency: A zoning designation that means a habitable two (2) room space, or one (1) room plus a mezzanine, with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Lodge: A zoning designation that means a two (2) room space plus a mezzanine with up to two separate baths and a full kitchen. These units may be in a condominium community.

QUESTION ANSWERED BY THE INTERPRETATION

How can an efficiency lodge or hotel zoning designation unit be rezoned to a lodge zoning designation unit when an efficiency lodge zoning designation unit is defined as one room and a lodge zoning designation unit is defined as two rooms?

INTERPRETATION

In order to maintain the purpose and intent of a lodge unit zoning designation two rooms may not be created from an existing one room habitable space in order to meet the two room requirement for a lodge designation unless the existing efficiency lodge unit is at least 550 square feet and otherwise is capable of meeting the definition of a lodge zoning designation unit. For the purposes

of defining a room, a room is defined as being separated from another room by a floor to ceiling wall and door.

This does not preclude two existing one room efficiency lodge or hotel zoning designation units from being combined in order to rezone from two (2) efficiency lodge units/hotel units to a lodge unit, because the two efficiency lodge units/hotel units are already separated by a floor to ceiling wall and a door.

FOUNDATION TO THE INTERPRETATION

The foundation of the interpretation is to maintain the integrity of what a two room space meant historically in the Mountain Village. Traditionally, in the Mountain Village a lodge unit meant one room functioned as a bedroom (including a closet), provided code compliant egress and included a floor to ceiling wall and door that separated the bedroom from the second room. The second room functioned as a living room/kitchen/hide-a-bed couch with one to two separate bathrooms and/or a mezzanine pursuant to the lodge zoning designation definition.

BACKGROUND LODGE UNIT ZONING DESIGNATION INFORMATION

In review of early condominium map when efficiency lodge units and lodge units were constructed, the smallest lodge units on average were approximately no less than 550 square feet. Lodge units functioned as one bedroom accommodations units, and efficiency lodge units functioned as one room accommodations units. The look and feel of lodge units would remain the same under this room interpretation as lodge zoning designations unit configurations were created historically.



Michelle Haynes, MPA
Planning and Development Services Director



Agenda Item No. 16.b
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: Regular Town Council Meeting, February 6, 2020

DATE: January 20, 2020, *updated February 7, 2020*

RE: First reading of an Ordinance considering a rezone and density transfer application to rezone Blue Mesa Lodge unit 20-B from an efficiency lodge zoning designation unit to a lodge zoning designation unit.

PROJECT GEOGRAPHY

Legal Description: *Condominium Unit 20-B, Blue Mesa Lodge Condominiums*
Address: 117 Lost Creek Lane
Owner: Gulf Realty Trust, Irene Cochran
Zoning: Village Center
Existing Use: Accommodations and Commercial
Proposed Use: Multi-Family Residential and 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: Proposed Modifications
- Exhibit C: Existing Conditions
- Exhibit D: Ordinance



CASE SUMMARY:

Keith Brown, acting on behalf of the Gulf Realty Trust, is requesting to rezone Blue Mesa Lodge Unit 20-B from an efficiency lodge zoning designation to a lodge zoning designation. In order to accomplish this request, the unit in question must meet the rezoning criteria, must fit within the definition of a lodge unit per the Community Development Code (CDC) and acquire the requisite density for the increase in personal equivalents. A lodge unit is defined as a two-room space plus a mezzanine with up to two separate baths and a full kitchen.

BLUE MESA LODGES HISTORY

Zoning Designation History of Blue Mesa Lodges:

Blue Mesa Lodges (Lot 42B) were originally platted by the 1992 zoning map and preliminary PUD plat for eight condominiums and four hotels with a total person equivalent of 30 persons.

In 1997, Resolution No. 1997-0923-23 rezoned Lot 42B from 10 condominiums which included 18 lock-offs (the lock-offs carried no zoning designation or person equivalent, they were considered bedrooms to the condominium units), to 28 efficiency lodge units with a total of 14-person equivalent density. The Town allowed for parking to remain at 10 spaces, as a pre-existing condition and waived the additional four required parking spaces. The Town approved of the rezoning 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, units, for example, 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. In two cases, the 1998 condominium map only illustrated a unit A & B suite (no C unit).

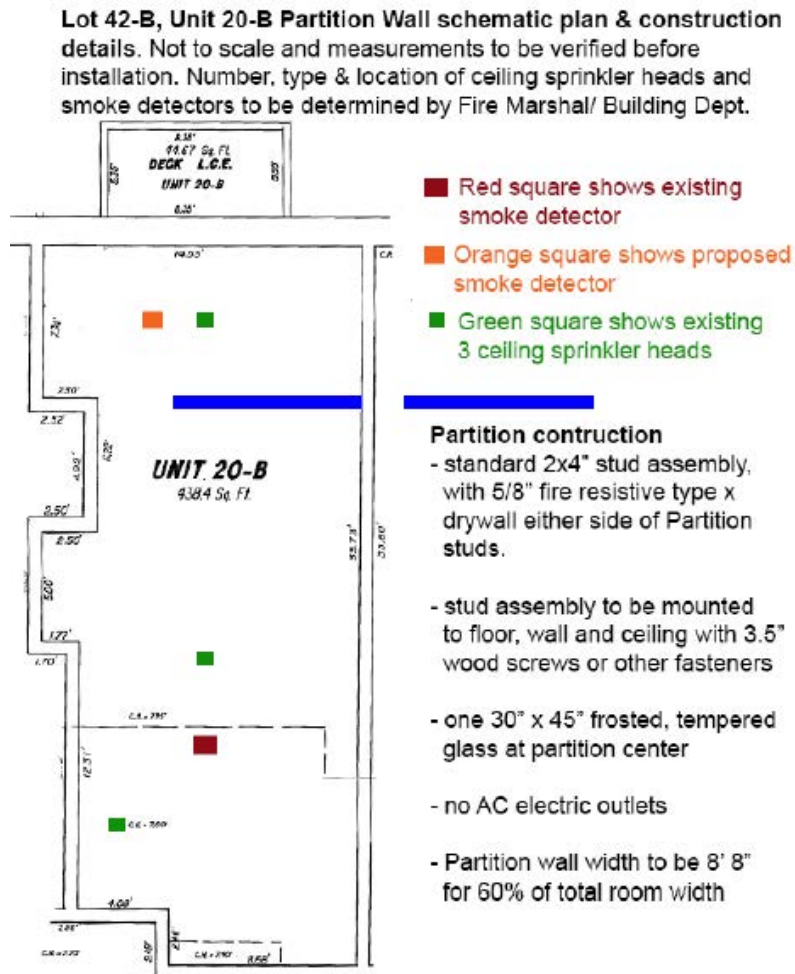
Rezone and Parking History of Unit 21-C:

Unit 20-B was purchased by Gulf Realty Trust in December of 2004. According to the applicants, since the purchase of the property, the unit has been used exclusively as a long-term rental.

The condominium map for Blue Mesa Lodge demonstrates the overall floor area of the unit at 438.4 sq. ft. In addition to the living area, there is also a 45 square foot exterior deck, a full kitchen that includes an oven with 4 burner range, full-sized microwave, and a full-size refrigerator/freezer. It should also be noted that when the owners purchased the unit, the sale included 2/3's ownership of a parking space in Blue Mesa Lodge. The owners maintain that interest in the parking and currently comply with the required parking standards.

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Figure 1. Unit 20-B configuration and proposed modifications



CRITERIA, ANALYSIS, AND FINDINGS

The criteria for the decision to evaluate a variance and/or 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 the applications:

Chapter 17.4: DEVELOPMENT REVIEW PROCEDURES

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;

Blue Mesa Lodge is not contemplated for redevelopment or future visioning in the Comprehensive Plan and is simply mapped as within the Village Center Zone District which allows for broad uses. The application conforms with Mountain Village Center Subarea Plan Principles, Policies, and Actions L., "Encourage deed-restricted units and full-time residency in Mountain Village Center, with provisions

such as smaller units, the creation of a better sense of community, and other creative options.”

- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

The Zoning and Land Use Regulations allow for the requested rezone from efficiency lodge to lodge provided these criteria are met and the unit meets the definition of a lodge unit. Generally speaking, the Village Center zoning designation allows for lodge units as a permitted use consistent with the Land Use Regulations.

It should be noted that because the current configuration of the space does not include physical separation of the bedroom and living room area, that in order to meet the intent of the definition of lodge, there will be a required installation of at least a partition wall to separate the spaces. The applicants have included a proposal to demonstrate the modifications that staff would require prior to the finalization of the rezoning process. This includes the installation of a partition wall, fire sprinklers, and smoke detectors. The Council should ultimately consider whether allowing the rezone to proceed with conditions requiring reconfiguration of the space to meet the special requirements of a Lodge unit is appropriate.

There are no definitions of a room in the CDC. At the direction of the DRB and consistent with the authority granted to the Planning Director by the CDC, the Planning Director has provided two interpretations that both have a basis in existing codes and historical uses as to what could constitute a room when rezoning from one zoning designation to another. One interpretation is consistent with this application to create a partition wall in order to define more than one room consistent with building code definitions. (see Planning Director interpretation draft alternative #1)

The second interpretation (see Planning Director interpretation draft alternative #2) which premises the definition of a room consistent with our existing inventory of lodge units that are a minimum square footage of 550 square feet, maintain separation of rooms with a wall and a door and a distinction of use between a bedroom and a kitchen, living and dining room.

Staff recommends the Council determine whether the applicant’s proposed changes meet the intent of the CDC in relation to the requirement for a two-room space in order to rezone to a lodge unit which will also inform the Planning Director as to the most appropriate interpretation. See additional discussion under DRB below.

- c. The proposed rezoning meets the Comprehensive Plan project standards;

There are no specific Comprehensive Plan project standards for Blue Mesa Lodge, thus, this criterion is not applicable.

- 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 proposed rezoning presents no public health, safety or welfare issues and is and is an efficient use of what is a mixed-use building carrying residential attributes.

- 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;

The proposed rezone is due to a change in condition in the vicinity, namely recent education and voluntary compliance regarding efficiency lodge zoning designations.

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

No additional public facilities are needed for the rezoning thus, they are adequate.

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

No change or negative impact.

- h. The proposed rezoning meets all applicable Town regulations and standards.

Provided the Town Council determines that the addition of a partition wall is appropriate in order to meet the standards that a lodge unit has a two-room space the application would be compliant with all applicable Town regulations and standards at the time that the proposed partition wall is constructed, and the purchase of the additional 0.25-person equivalent density units is finalized. Staff is requesting that any approval condition the completion of these items prior to the recordation of the associated ordinance rezoning the unit.

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.

Affirmed.

STAFF ANALYSIS

Although the current configuration of the efficiency lodge unit does not meet the definition of a lodge unit per the CDC, the owners are proposing modifications to the space in order to provide for a 2/3 partition wall between the living room area and bedroom area in order to create two rooms consistent with the lodge definition. If the Council determines that these proposed changes meet the intent of the lodge definition per the CDC, then the proposed layout would be compliant. If it's determined by Council that the proposed layout does not meet the intent of the CDC, then the Council should review the more restrictive room interpretation provided by staff and provide direction overall as it relates to the conversion of a one-room efficiency lodge unit to a two-room lodge unit. The applicants have a total of 0.5-person equivalent density for Unit 20-B and will be required to purchase an additional 0.25-person equivalent in order to comply with the 0.75-person equivalent density requirements for a lodge unit prior to any finalization of the rezone request. During multiple Town Council discussions, the Town Council recognized that Blue Mesa Lodges have never had onsite property management or amenities that would indicate accommodations use like a hotel. Since Blue Mesa Lodges is also not identified in the Comprehensive Plan for redevelopment, rezoning the efficiency lodge unit to one lodge unit meets the Town criteria for a rezone application related to conformance with the Comprehensive Plan.

DESIGN REVIEW BOARD RECOMMENDATION: The Design Review Board reviewed the application for rezoning and density transfer for Lot 42B, Units 20-B at their February 6, 2020, Regular Meeting and voted 5-0 to recommend approval to Town Council with staffs' recommended conditions.

The DRB also asked staff to prepare a definition of a room for the purposes of current and future rezone applications when an owner of a one-room efficiency lodge unit applies to reclassify it as a lodge and create a second room within the unit. Staff received direction that the more generous interpretation, that a room can be created by a floor to ceiling partition wall so long as minimum room size, fire sprinkler, fire alarm, egress, electrical code requirements and maximum openings are building code compliant is adequate to create more than one room for the purposes of a rezone application. Staff also feels it's important for the Town Council to determine whether a generous interpretation meets the purpose and intent of the lodge zoning designation. The other alternative interpretation is to consider a minimum lodge size in square feet, or otherwise only allow the combination of two efficiency lodge or hotel units to rezone to one lodge unit. This meets the more typical purpose and intent that a lodge unit has traditionally been minimally 550 square feet in size, one room functioned as a bedroom, and a wall and door separated the bedroom from the living/dining/kitchen room.

As a point of information, in the review of the efficiency lodge units having a one-room configuration currently in the Mountain Village, only Blue Mesa Lodge units and one efficiency lodge unit in La Chamonix could request to rezone to a lodge unit. All of the other efficiency lodge units are on properties that have onsite hotel-like amenities precluding those units from meeting rezone criteria. Staff will take direction from Town Council and can finalize an interpretation with Council input.

RECOMMENDED MOTION: The Town Council may approve, continue, deny or request modifications to the application regarding the proposed Density Transfer and Rezone for Unit 20-B, Lot 42B.

Motion for Approval: *I move to approve, the first reading of an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 20-B to rezone the subject unit from an efficiency lodge zoning designation to a Lodge zoning designation with the following*

findings and conditions as noted in the staff report of record dated February 7, 2020, and to ask the Town Clerk to set a public hearing for March 19, 2020:

Findings:

1. *At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.*
2. *At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, the applicant will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall is adequate to interpret that the unit consists of two rooms, comporting with the definition of a lodge zoning designation unit.*
3. *Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.*

Conditions:

1. *The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 20-B as one Lodge unit.*
2. *The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.*
3. *The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Unit 20-B from efficiency lodge to lodge unit.*
4. *The applicant shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning Unit 20-B from efficiency lodge to lodge unit.*

This motion is based on the evidence and testimony provided at a public hearing held on February 20, 2020, with notice of such hearing as required by the Community Development Code.

Motion for Denial: *I move to deny, the first reading of an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 20-B to rezone from an efficiency lodge zoning designation to lodge zoning designation, with the following findings:*

Findings:

1. *The application does not meet the criteria for decision as detailed in the staff memo of Record dated February 7, 2020.*

This motion is based on the evidence and testimony provided at a public hearing held on February 20, 2020, with notice of such hearing as required by the Community Development Code.

/jjm

Keith Brown
117 Lost Creek Lane, Apt 41-A
Mountain Village, CO 81435 (970) 417-9513

December 19, 2019

Development Narrative for the Rezone to a Lodge designation of Apt. 20- B, 117 Lost Creek Lane, Lot 42-B, Mountain Village, CO 81435

I am the Owner Agent for Gulf Realty Trust, benefiting Irene Cochran and Denis Palmisciano for an application for the Rezone to a Lodge designation of Apt. 20-B.

The Owner seek a Rezone to a Lodge designation so the designation is in conformance with the physical attributes and intended uses of the property. The owners purchased on 12.02.2004 on the basis the property was a Residential Condo. They would not have purchased if an Efficiency Lodge designation had been known. They first learned their condo had an Efficiency Lodge designation on May 14, 2019.

20-B condo is 438 square feet with a 45 square foot deck and a full, original kitchen and a 2/3's parking ownership. Gulf Realty Trust is the 2nd owner of the Condo. The condo has been used exclusively for long-term rentals. The current tenant is an employee of Telluride Ski and Golf.

The owners intend to install a partition wall in accordance with the December 9, 2019 Room interpretation as it relates to zoning designation definitions.

The application meets the applicable criteria for a Rezone to a Lodge designation as follows:

A. The proposed rezoning is in General Conformance with the goals, policies and provisions of the Comprehensive Plan (CP) because:

- A Lodge designation of 20-B will help promote a rich social fabric within the community (page 9 CP) by allowing the continued use of the condo for locally employed housing meeting the goal of where "small-town values are important and people can make social and emotional connections."
- A Lodge designation of 20-B is in compliance with the intended mixed-use of the Village Center Zone District.

B. The proposed rezoning is consistent with the Zoning and Land Use Regulations because:

- The Lodge designation is in keeping with the Land Use Plan Policy (page 39 CP) for a Mixed-Use Center.
- Given the prior use, the applicant believes a designation of Lodge is appropriate and reasonable for 20-B

C. The proposed rezoning meets the Comprehensive Plan project standards because:

- The 20-B building was designed, approved, built and managed as a Residential Condominium property.

D. The proposed rezoning is consistent with public health, safety and welfare as well as the efficiency and economy in the use of land and its resources because:

- The 20-B building was designed and approved as a residential condominium building and is physically suitable for Lodge use.
- A Lodge designation provides for a higher property valuation and range of use. That in turn helps create pride of ownership and a willingness to upgrade and improve the property beyond interior condo renovations.

The 20-B owners, along with the other owners of the property made substantial financial and personal contributions in upgrading and maintaining not only condominium interiors but also the building and plaza infrastructure. A partial list of infrastructure improvements includes garage fireproofing (2019), roof drainage, a snow melt system, heat tape safety circuit breakers (2009-2017), extensive waterproofing and plaza repairs (2016) and building structural repairs from snow melt salt damage (2009-10). Additionally the property owners allowed the town an easement to install the Sunset Plaza snow melt system and another easement allowing the town to use delivery vehicles across HOA property.

E. The proposed rezoning is justified because there are the following errors in the current zoning:

- 20-B condo as well as other units in the property have been used as long-term residences since the original construction. The history of the property is mixed-use, with long-term occupancy in multiple units, including 20-B. The original Lot 42 plat was for Condominium-Commercial, not Efficiency Lodge-Commercial use. Blue Mesa Lodge Lot 42-B had Residential Condominium designation for the first decade, until the 1998 Town resolution that changed the condominiums to Efficiency Lodge designation. There was no removal of full kitchens and no enforcement of the parking obligations in 1998 or afterwards.
- The 20-B condo has an original full kitchen, which is in error to an Efficiency Lodge designation.
- The 1997 application for conversion to Efficiency Lodge was at the request of the developer/declarant and not by a properly constituted HOA on behalf of Owners. The developer/declarant then recorded a misleading amended declaration (recording nbr 321574) as part of the HOA governing documents. The amended declaration stated the conversion was from a Residential Condo designation to a 'Residential Studio Apartment' designation 'for Residential use', which is a designation that did not and does not exist. The full chain of buyers (23 past & present owners contacted) thinking they had purchased Residential Condos. In sum, the rezone to Efficiency Lodge appears in error because the purchases and uses were for Residential Condominium.

F. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion because:

- 20-B has a 2/3's parking space ownership (Unit 46 parking space) at the property.

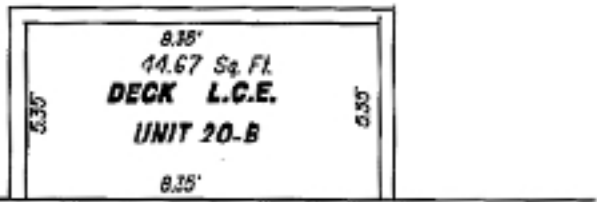
G. The proposed rezoning meets all applicable Town regulations and standards because:

- The subject property was constructed to a Residential Condo standard.
- The Lodge designation allows for the intended use.

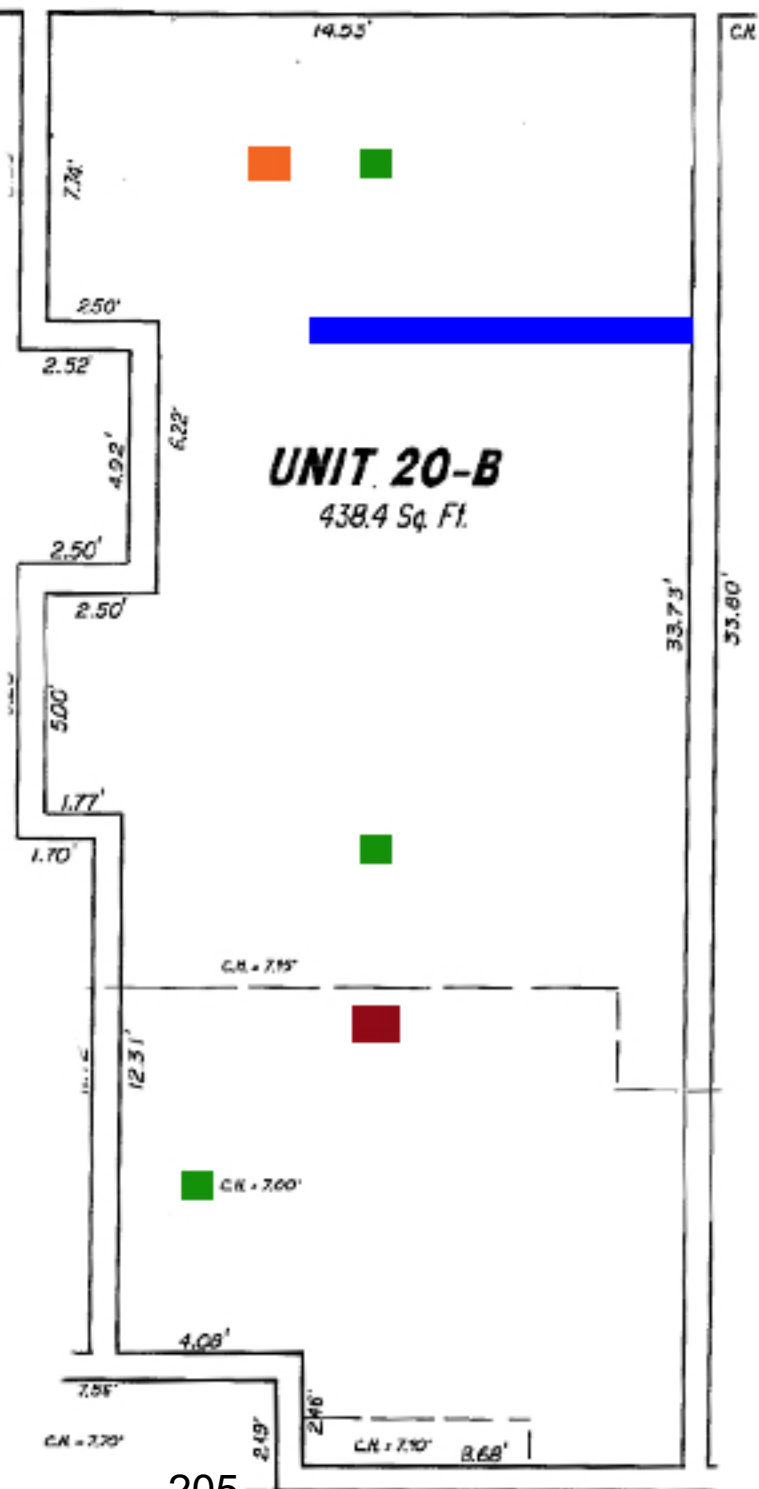
We want to thank town Planning and Town Council for considering this application and for the Council direction for the town to consider waiving related application fees.

Thank you,
Most Sincerely, Keith Brown, for Gulf Realty Trust

Lot 42-B, Unit 20-B Partition Wall schematic plan & construction details. Not to scale and measurements to be verified before installation. Number, type & location of ceiling sprinkler heads and smoke detectors to be determined by Fire Marshal/ Building Dept.

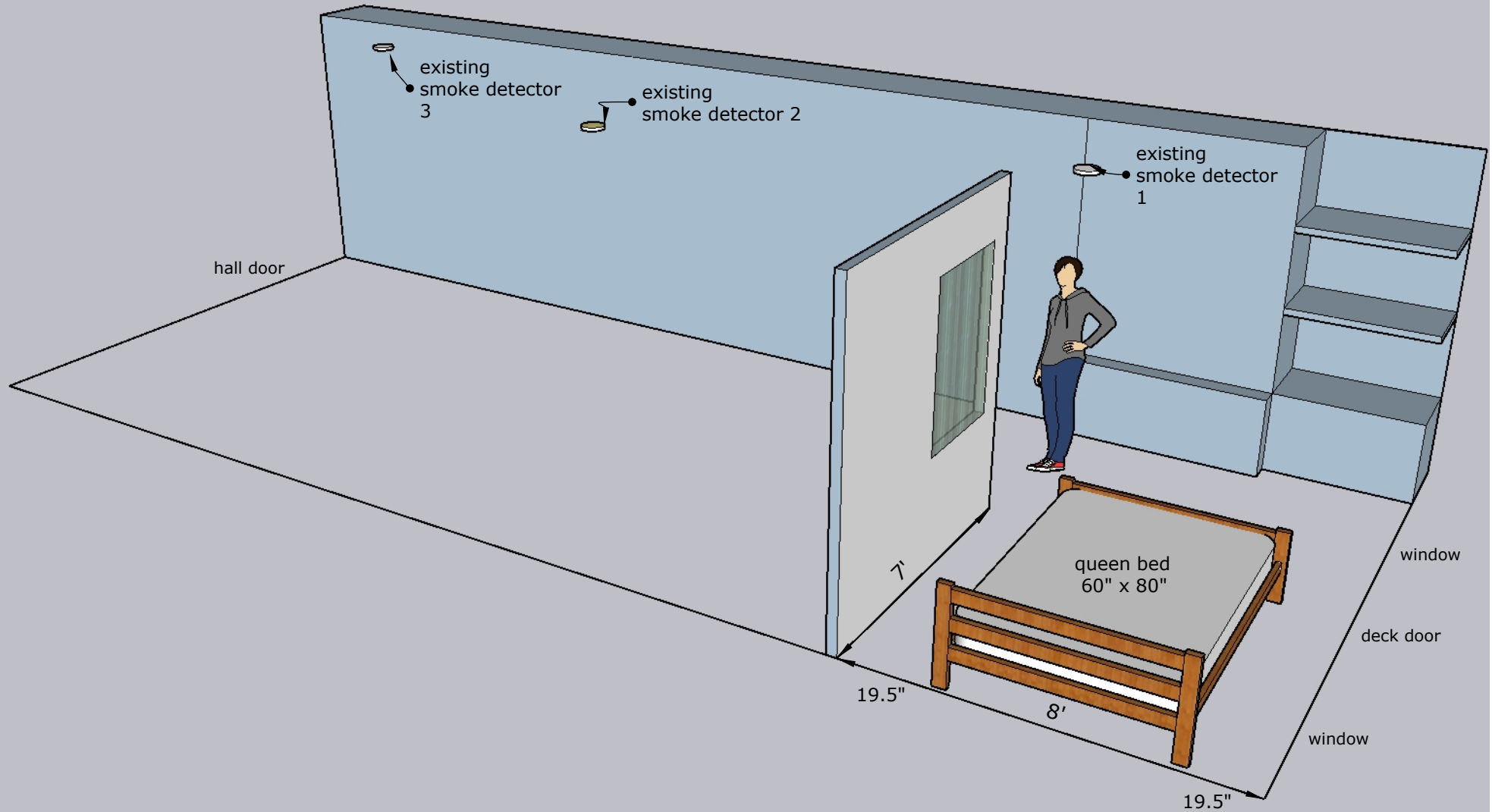


- Red square shows existing smoke detector
- Orange square shows proposed smoke detector
- Green square shows existing 3 ceiling sprinkler heads

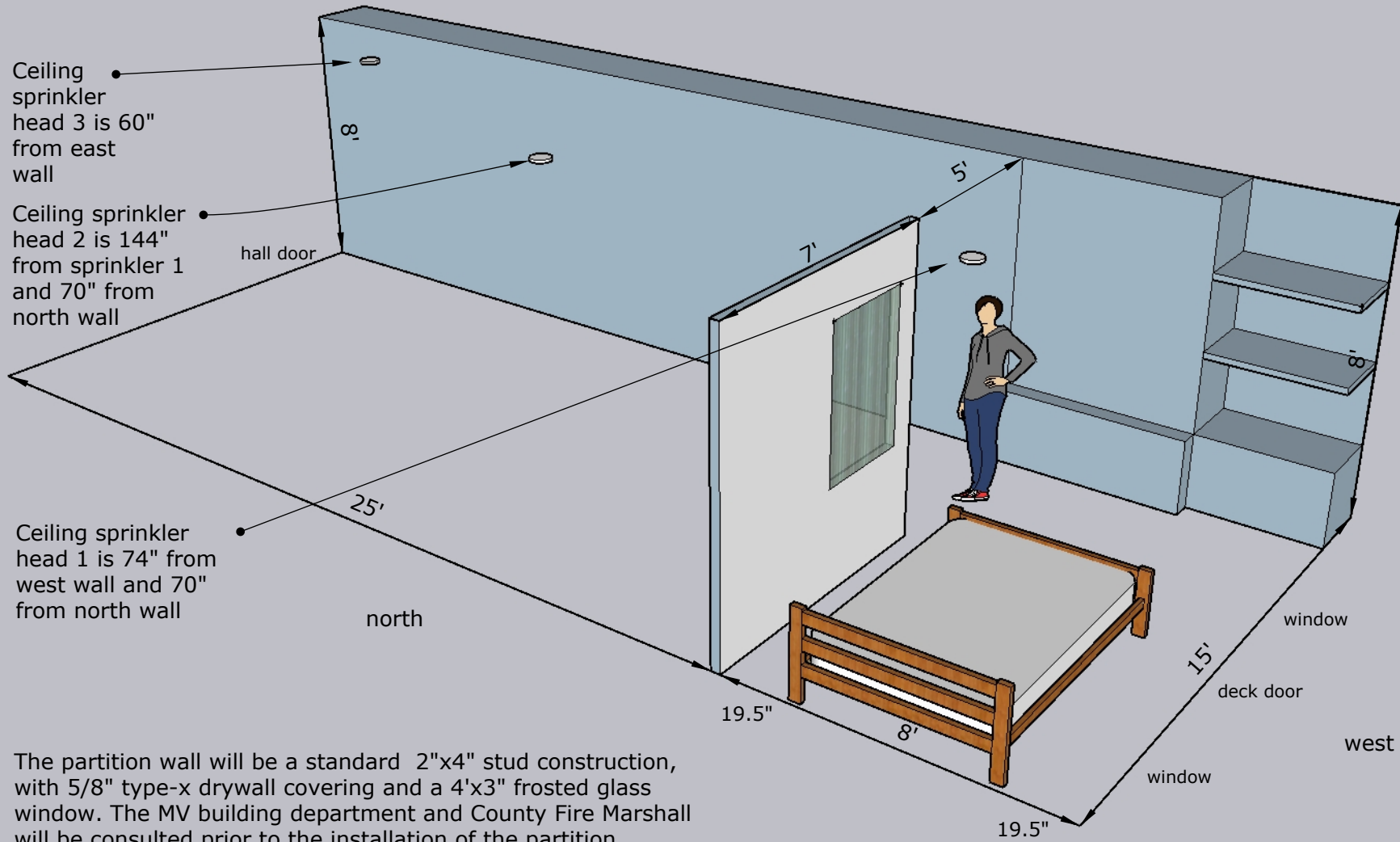


- Partition construction**
- standard 2x4" stud assembly, with 5/8" fire resistive type x drywall either side of Partition studs.
 - stud assembly to be mounted to floor, wall and ceiling with 3.5" wood screws or other fasteners
 - one 30" x 45" frosted, tempered glass at partition center
 - no AC electric outlets
 - Partition wall width to be 8' 8" for 60% of total room width

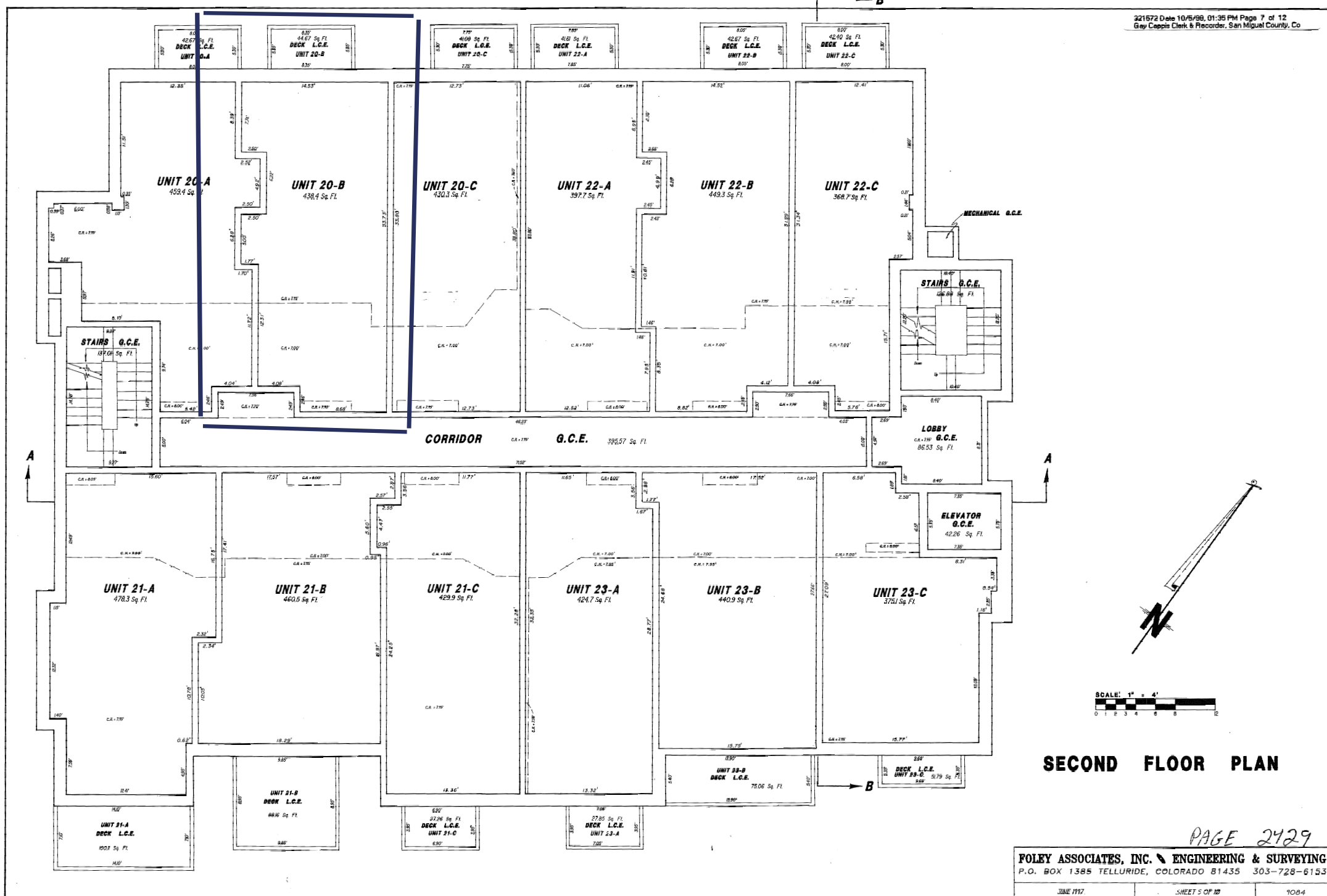
Lot 42-B, Unit 20-B showing the proposed partition wall and room clearance with a queen bed



Lot 42-B, Unit 20-B showing the proposed partition wall and location of existing ceiling sprinkler heads



The partition wall will be a standard 2"x4" stud construction, with 5/8" type-x drywall covering and a 4'x3" frosted glass window. The MV building department and County Fire Marshall will be consulted prior to the installation of the partition.



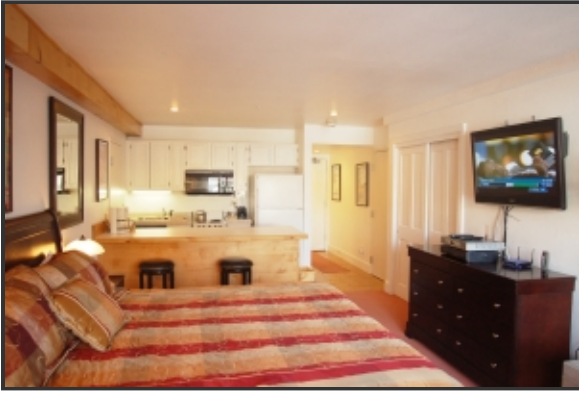
SECOND FLOOR PLAN

PAGE 2429

FOLEY ASSOCIATES, INC. ENGINEERING & SURVEYING
 P.O. BOX 1385 TELLURIDE, COLORADO 81435 303-728-6153

JUNE 1997	SHEET 5 OF 10	9084
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20B



20B

full kitchen



full kitchen

20B



20B

20B



20B

20B



20B deck

VIEW



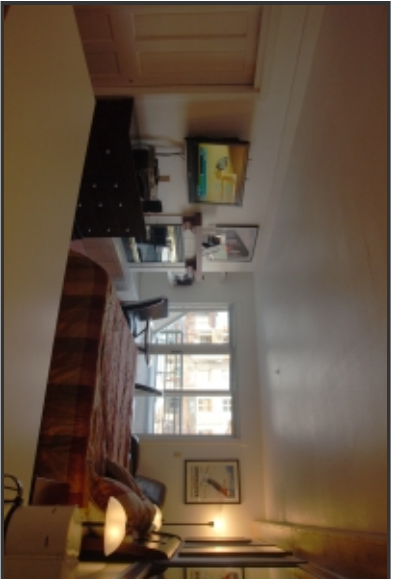
deck and view



bath

bath

20B



20B

ORDINANCE NO. 2020-__

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER TO CONVERT BLUE MESA LODGES UNIT 20-B FROM AN EFFICIENCY LODGE ZONING DESIGNATION UNIT TO A LODGE ZONING DESIGNATION UNIT.

RECITALS

- A. Gulf Realty Trust (“**Owner**”) has submitted to the Town a rezoning and density transfer development application for a rezone of Unit 20-B, Blue Mesa Lodge Condominiums (Lot 42B) from one efficiency lodge units to one lodge unit (“**Application**”); pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Gulf Realty Trust is the owner of Unit 20-B Blue Mesa Lodge Condominiums, and the associated development rights and density allocated to Unit 20-B, Blue Mesa Lodge Condominiums.
- C. The proposed rezoning and density transfer is to convert one efficiency lodge unit into one lodge unit pursuant to the requirements of the CDC.
- D. In order to rezone Unit 20-B, the owner needs an additional .25-person equivalent density to satisfy the CDC requirements. The owners intend to purchase the required .25-person equivalent density prior to the recordation of this ordinance.
- E. The owner of Unit 20-B has a 2/3rd parking space ownership, meeting the parking requirement of at least 0.5 parking spaces.
- F. 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 20-B, Lot 42B Blue Mesa Lodge Condominiums

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
20-B	Village Center	Efficiency Lodge	1	.5

Figure 2. Proposed Zoning Designation

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
20-B	Village Center	Lodge	1	.75 ¹

¹ As noted above the deficient density of .25 will be acquired by the owner of unit 20-B, Lot 42B, prior to recordation of this ordinance.

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

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

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

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
42B	Village Center	Efficiency Lodge	27	.5	13.5
	Village Center	Lodge	1	.75	.75
	Village Center	Commercial	n/a	n/a	n/a

- G. 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.
- H. At its regularly scheduled meeting held on February 20, 2020 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- I. On March 19, 2020, Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.
- J. The meeting held on December 5, 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.
- K. 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.
- L. 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. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.
2. At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, the applicant will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall is adequate to interpret that the unit consists of two rooms, comporting with the definition of a lodge zoning designation unit.
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 should work with the Blue Mesa HOA to update the declarations to recognize Unit 20-B as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. The applicant shall demonstrate the required density has been acquired prior to recording the associated ordinance rezoning unit 20-B from efficiency lodge to lodge unit.
4. The applicant shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning Unit 20-B from efficiency lodge to lodge unit.

Section 1. Effect on Zoning Designations

- A. This Resolution does not change any other zoning designation on the Properties it only affects Unit 20-B.

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 ___th day of _____ 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 XXst 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 _____, 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.

Kim Montgomery, Town Clerk

(SEAL)



PLANNING DIRECTOR INTERPRETATION - DRAFT ALT #1

Date: December 9, 2019
Purpose: Community Development Code (CDC) Interpretation pursuant to CDC Section 17.1.8.A.
Re: Room interpretation as it relates to zoning designation definitions

INTRODUCTION

With clarification provided by the Town Council and staff during multiple work sessions regarding zoning designations in 2019, and a subsequent Community Development Code amendment, the Planning Director is providing a definition of Room for the purposes of zoning designation definitions and in order to evaluate future rezone applications from efficiency lodge, hotel or hotel efficiency to lodge zoning designation.

BACKGROUND

The term “room” is referenced within each definition below. See the definitions below.

Efficiency Lodge: A zoning designation that means a habitable, one (1) room space with separate bath and limited kitchen facilities used for Short-Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and six (6) cubic foot (maximum) refrigerator trash compactor and garbage disposal. These units may be in a condominium community.

Hotel: A zoning designation that means a habitable (1) room space with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Hotel Efficiency: A zoning designation that means a habitable two (2) room space, or one (1) room plus a mezzanine, with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Lodge: A zoning designation that means a two (2) room space plus a mezzanine with up to two separate baths and a full kitchen. These units may be in a condominium community.

QUESTION ANSWERED BY THE INTERPRETATION

How can an efficiency lodge or hotel zoning designation unit be rezoned to a lodge zoning designation unit when an efficiency lodge zoning designation unit is defined as one room and a lodge zoning designation unit is defined as two rooms?

BUILDING CODE FOUNDATION TO THE INTERPRETATION

Building safety is the town’s primary consideration; therefore, we relied upon the definition of habitable space, room, openings, egress and fire-related safety concerns to inform this interpretation.

INTERPRETATION

Two rooms can be created from a one-room habitable space, so long as the following can be achieved:

- 1) One room shall have no less than 120 square feet of habitable net floor area.
- 2) A partition wall must be constructed (pursuant to the building code) to provide partial visual separation between the two rooms, with no greater than a six-foot opening (also called a pass-through), be at least 50% of the room length, and the wall must be constructed from floor to ceiling.
- 3) The newly created room must minimally be seven (7) feet by seven (7) feet in dimension.
- 4) Sleeping rooms must be provided with an emergency escape rescue opening per IBC section 1029.1 or meet exception #2 of IBC section 1029.1.

And the following must be verified and/or conditioned by staff:

- 1) The fire marshal must inspect the unit prior to the rezone application process to assure that fire requirements are being met primarily that a sprinkler and smoke detector is provided in each room.
- 2) A building permit must be conditioned as part of the planning approval process to construct the wall between rooms to assure electrical codes are met, fire codes and egress (as needed) is addressed.

BACKGROUND BUILDING CODE INFORMATION

IBC Section 1208.3. Room Area. Is defined as Every *dwelling unit* shall have not less than one room that shall have not less than 120 square feet (11.2 m2) of *net floor area*. Other habitable rooms shall have a *net floor area* of not less than 70 square feet (6.5 m2). Exception: Kitchens are not required to be of a minimum floor area.

IBC Section 1208.1. A room must be seven (7) feet by seven (7) feet minimum habitable space

IBC Definitions: Habitable Space. Habitable space is defined as space in a building used for living, sleeping, eating or cooking

IBC Section 1210.2.2. Wall means a floor to ceiling separation.

The building official interpretation allows for a six-foot opening between rooms. A door is not required to separate one room from another room.

IBC 1208.4. Efficiency Dwelling Units. For the purposes of the interpretation, efficiency lodge units are not defined as efficiency dwelling units (as defined in the IBC) because efficiency lodge zoning designation units are in almost all cases, in excess of the minimum 220 square feet.

Other IBC sections referenced: egress, R-2 occupancy, fire protection.



Michelle Haynes, MPA
Planning and Development Services Director



PLANNING DIRECTOR INTERPRETATION - **DRAFT ALT #2**

Date: February 20, 2020
Purpose: Community Development Code (CDC) Interpretation pursuant to CDC Section 17.1.8.A.
Re: Room interpretation as it relates to zoning designation definitions

INTRODUCTION

With clarification provided by the Town Council and staff during multiple work sessions regarding zoning designations in 2019, and a subsequent Community Development Code amendment, the Planning Director is providing a definition of Room for the purposes of zoning designation definitions and in order to evaluate future rezone applications from efficiency lodge, hotel or hotel efficiency to lodge zoning designation.

BACKGROUND

The term “room” is referenced within each zoning designation definition below. See the definitions below.

Efficiency Lodge: A zoning designation that means a habitable, one (1) room space with separate bath and limited kitchen facilities used for Short-Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and six (6) cubic foot (maximum) refrigerator trash compactor and garbage disposal. These units may be in a condominium community.

Hotel: A zoning designation that means a habitable (1) room space with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner, and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Hotel Efficiency: A zoning designation that means a habitable two (2) room space, or one (1) room plus a mezzanine, with separate bath and limited kitchen facilities used for Short Term Accommodations. Limited kitchen facilities may include a sink, microwave, two-element burner and a six (6) cubic foot (maximum) refrigerator. These units may be in a condominium community.

Lodge: A zoning designation that means a two (2) room space plus a mezzanine with up to two separate baths and a full kitchen. These units may be in a condominium community.

QUESTION ANSWERED BY THE INTERPRETATION

How can an efficiency lodge or hotel zoning designation unit be rezoned to a lodge zoning designation unit when an efficiency lodge zoning designation unit is defined as one room and a lodge zoning designation unit is defined as two rooms?

INTERPRETATION

In order to maintain the purpose and intent of a lodge unit zoning designation two rooms may not be created from an existing one room habitable space in order to meet the two room requirement for a lodge designation unless the existing efficiency lodge unit is at least 550 square feet and otherwise is capable of meeting the definition of a lodge zoning designation unit. For the purposes

of defining a room, a room is defined as being separated from another room by a floor to ceiling wall and door.

This does not preclude two existing one room efficiency lodge or hotel zoning designation units from being combined in order to rezone from two (2) efficiency lodge units/hotel units to a lodge unit, because the two efficiency lodge units/hotel units are already separated by a floor to ceiling wall and a door.

FOUNDATION TO THE INTERPRETATION

The foundation of the interpretation is to maintain the integrity of what a two room space meant historically in the Mountain Village. Traditionally, in the Mountain Village a lodge unit meant one room functioned as a bedroom (including a closet), provided code compliant egress and included a floor to ceiling wall and door that separated the bedroom from the second room. The second room functioned as a living room/kitchen/hide-a-bed couch with one to two separate bathrooms and/or a mezzanine pursuant to the lodge zoning designation definition.

BACKGROUND LODGE UNIT ZONING DESIGNATION INFORMATION

In review of early condominium map when efficiency lodge units and lodge units were constructed, the smallest lodge units on average were approximately no less than 550 square feet. Lodge units functioned as one bedroom accommodations units, and efficiency lodge units functioned as one room accommodations units. The look and feel of lodge units would remain the same under this room interpretation as lodge zoning designations unit configurations were created historically.



Michelle Haynes, MPA
Planning and Development Services Director



To: Mayor and Town Council
From: Jim Loebe
For: February 20th, 2020 Town Council Meeting
Date: February 11th, 2020
Re: Consideration of a Funding Agreement with SMART to Provide Regional Transportation Services

In your packets under agenda item 17 you will find an updated intergovernmental agreement between the Town and the San Miguel Authority for Regional Transportation (SMART) for funding of 2020 regional transportation services. The only substantive change when compared to the 2019 agreement is Town's hourly charge for service, which has been updated to reflect the current year's budget. SMART funded TMV bus service continues to backfill the shoulder season bus routes formerly operated by the Town of Telluride.

Proposed Motion:

I move to approve the 2020 SMART Funding Agreement as drafted.

OR

I move to approve the SMART Funding Agreement conditioned upon the following changes:

**FUNDING AGREEMENT
BETWEEN THE TOWN OF MOUNTAIN VILLAGE
AND
THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION**

THIS FUNDING AGREEMENT (“**Agreement**”) is entered into as of the date set forth below between the Town of Mountain Village, Colorado, home rule municipality and political subdivision of the State of Colorado (the “**Town**”) and the San Miguel Authority for Regional Transportation, a political subdivision of the State of Colorado created pursuant to title 43, article 4, part 6, Colorado Revised Statutes (“**SMART**”).

RECITALS

WHEREAS, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended, Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and

WHEREAS, the Town, the Town of Telluride and San Miguel County approved an Intergovernmental Agreement dated November 9, 2016 providing for the creation of SMART as a regional transportation authority pursuant to Colorado Regional Transportation Authority Law, Title 43, Article 4, Part 6, C.R.S., as amended, which IGA was entered into following the approval of the establishment and funding of SMART by the registered electors of the Town, Town of Telluride and San Miguel County, respectively, at the general election conducted on November 9, 2016 (hereinafter referred to as the “**SMART IGA**”); and

WHEREAS, the process leading to the formation of SMART originally began with the San Miguel County Transit Advisory Committee formed in July of 2010 to provide regional transit coordination and planning, and was pursued in various forms after that time until the formation of SMART; and

WHEREAS, the members of SMART each currently operate their own inter-transit services; and

WHEREAS, the goal of SMART is to provide cost-effective and efficient transportation service to the region by centralizing resources and funding; and

WHEREAS, SMART eventually plans to own and operate vehicles for transportation purposes, employ drivers and other staff to operate such vehicles and manage SMART, and establish short-term and long-term service plans and levels for the region; and

WHEREAS, although SMART has begun collecting tax revenue, it does not yet have any staff or own any vehicles, but desires to begin supporting regional transportation by providing initial funding to the Town while continuing to pursue the goals outlined above; and

WHEREAS, it is expected that the Town of Telluride and San Miguel County will be entering into similar intergovernmental agreements with SMART to provide for funding on a temporary basis; and

WHEREAS, pursuant to title 29, article 1, part 2, C.R.S., as amended, and article XIV, section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS Section 6.02(b) of the SMART IGA states “The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of the contracts;” and

WHEREAS Section 6.02(a) of the SMART IGA states that “The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D, the Initial Service Plan, as may be amended from time to time per Article XI herein;”

WHEREAS, Section 6.04 of the SMART IGA states that “The Authority shall not assume responsibility for the operation, funding or maintenance of any transit services provided by a member as set forth in Appendix D without the approval of that Member and of the Authority;”

WHEREAS, SMART and the Town entered into an agreement dated October 19, 2018 which provided for SMART funding certain regional transit services provided by the Town, as approved by the Town (the October 19, 2017 Funding Agreement) which provided for a term of January 1, 2018 through December 31, 2018 which could be annually renewed based on mutual consent.

WHEREAS, SMART and the Town desire to replace and supersede the January 1, 2019 Funding Agreement with this Agreement effective as of January 1, 2020, which terms and conditions are set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, SMART and the Town hereby agree as follows:

I. Scope of Services. SMART and the Town agree that the Town will continue to provide regional transit services along established routes prescribed by the Town. The Town transit services shall operate in accordance with the levels of service set forth on the Service Schedules attached hereto and made a part hereof as Exhibit A (collectively, the “**Services**”). During the Term (as defined below in Section VII), such Service Schedule and Route Map may be amended by written agreement of the Executive Director of SMART and the Town Manager of the Town. The Town agrees to notify SMART in writing of any change in the Services.

II. Vehicles. During the Term (as defined below) of this Agreement, the Town will continue to own and operate any and all equipment used in connection with providing the Services. Town employees shall serve as the drivers of Town vehicles for the purpose of providing the Services. The Town will license and maintain such equipment, and shall ensure such equipment is kept in a good quality, attractive, and safe condition at all times. The Town will generally use the vehicles set forth on Exhibit B attached hereto and incorporated herein by reference.

III. Insurance. The Town shall insure the equipment listed on Exhibit B. In the event of an accident involving any of the equipment listed on Exhibit B, the Town's general liability insurance shall be primary. The Town further agrees to maintain worker's compensation and/or employer's liability insurance as required under applicable law to cover all of its employees performing the Services under this Agreement. SMART and the Town understand and agree that each relies on and does not waive or intend to waive by any provision of this Agreement the monetary limitation or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town and SMART and their respective officers, agents, or employees.

IV. Costs for Service.

A. SMART shall reimburse to the Town for all costs and expenses associated with providing the Services (including, but not limited to, those associated with maintenance and repair of equipment, operational costs, wear and tear on equipment, administrative costs, marketing expenses, proportionate employee costs, insurance, fuel, and any other costs incurred by the Town in connection with providing such Services), less any amounts the Town receives in user fares and other contributions that are specifically reserved for transportation.

B. The Town shall calculate the amount expended for the Services, the amount of user fares received and the amount of other contributions received on a quarterly basis and shall invoice SMART for such net balance (the "**SMART Contribution**") no later than thirty (30) days following the end of the applicable quarter. SMART shall pay such invoices within thirty (30) days of receipt of invoice. During the initial year of the Term, the SMART Contribution shall not exceed Two Hundred and Seventy-two Thousand One Hundred Seventy and 00/100 Dollars (\$272,170.00).

C. The Town shall have the sole discretion to establish, change, charge and collect fares for the Services.

V. Passenger Complaints. SMART shall provide the Town with copies of all communications received by users on a monthly basis, by the 15th of the month following the month in which they occurred. Every complaint, concern or suggestion concerning the Services received by the Town shall be responded to as promptly as practicable by the Town. The parties agree to meet on an as-needed basis to discuss complaint or other feedback received by either party.

VI. Notice of Accidents and Legal Action. Each party shall notify the other party of any accident concerning the Services provided pursuant to this Agreement as promptly as

practicable. Each party shall give the other party prompt notice of any suit or action filed and prompt notice of any claim made against either party arising out of the performance of this Agreement.

VII. Term. The term of this agreement shall be effective as of January 1, 2020 and terminate December 31, 2020. To the extent SMART and the Town desire to extend this Agreement, the term shall be automatically renewed for successive one-year terms on the effective date hereof, subject to the provisions of Section IX.K below. Additionally, either party may terminate this Agreement upon ninety (90) days written notice.

VIII. Expanding Services and/or Equipment. The parties agree to meet annually, in the first quarter of each calendar year, to discuss expansion of the Services and/or equipment used in providing the Services.

IX. Miscellaneous Provisions.

A. Amendment. This Agreement may only be amended by a written agreement signed by the parties hereto. This Agreement may be amended from time to time by written agreement duly authorized and signed by representatives of the parties hereto.

B. Successors. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

C. Severability. Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

D. Adoption. This Agreement shall be effective on the approval of both the Town Council of the Town and the Board of Directors of SMART.

E. Notices. All notices, demands, statements, and requests required or permitted to be given under this Agreement shall be served in writing and shall be deemed to have been properly given or served in any event upon actual receipt, whether received or not, three (3) working days following the depositing of the same in the United States mail, addressed to a party, first class, postage prepaid, by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated in accordance herewith:

Town: Town of Mountain Village
 c/o Town Manager
 455 Mountain Village Blvd
 Mountain Village, CO 81435

SMART: San Miguel Authority for Regional Transportation
c/o Executive Director/Administrator
P.O. Box 3140
Telluride, Colorado 81435

F. Conformance with Laws. Each party hereto agrees to abide by and to conform to all applicable laws of the federal government, the state, and any body corporate and politic having any jurisdiction over the subject matter of this Agreement. Nothing in this section contained, however, shall require any party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and by appropriate legal proceedings.

G. Execution of Documents; Counterparts. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

H. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as any waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether the same or of a different provision of this Agreement. Nothing in this Agreement shall be construed as a waiver of any defense or limitation available to either party through the Colorado Governmental Immunity Act (Colorado Revised Statutes § 24-10-101, *et seq.*, as amended).

I. Enforcement. Every obligation assumed by or imposed upon either party by this Agreement shall be enforceable by the other party by appropriate action, suit, or proceeding at law or equity.

J. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this Agreement.

K. TABOR Compliance. Notwithstanding anything to the contrary contained in this Agreement, neither the Town nor SMART shall have any obligations under this Agreement, nor shall any payments be made in respect of any period after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefore by the Board of Directors of SMART or the Town Council of the Town in accordance with a budget adopted by the SMART Board of Directors or the Town's Town Council, whichever is applicable, in compliance with the provisions of the Local Government Budget law (C.R.S. §29-1-101 *et seq.*), and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

[Signatures on following page]

IN WITNESS WHEREOF, the Town and SMART have caused this Agreement to be executed this _____ day of February 2020 to be effective retroactively to January 1, 2020.

TOWN OF MOUNTAIN VILLAGE:

BY: _____
_____, Mayor

Approved as to Form:

Jim Mahoney, Assistant Town Attorney

ATTEST:

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION:

BY: _____
_____, _____

ATTEST:

EXHIBIT A
2019 SERVICE SCHEDULES

TMV COMMUTER SHUTTLE SCHEDULE WINTER 2019-2020

Cortez/Rico

To Mountain Village

Time	Place	Operating Days
D 3:30 AM	Walmart	Sun - Wed
A 5:15 AM	Market Plaza	

To Cortez

Time	Place	Contact
D 3:30 PM	Market Plaza	Rayland Begay 970.560.4115
A 5:15 PM	Walmart	Gondola Ops Sup 970.729.3435

Montrose/Ridgway

To Mountain Village

Time	Place	Operating Days
D 3:45 AM	Safeway	Mon - Sat
D 4:10 AM	Ridgeway Fair Gds	
A 5:00 AM	Market Plaza	
D 4:00 AM	Safeway	Wed - Sat
D 4:25 AM	Ridgeway Fair Gds	
A 5:30 AM	Market Plaza	
D 5:35 AM	Colona	Mon - Thu
D 5:45 AM	Ridgway Fair Gds	
A 7:00 AM	Market Plaza	
D 6:15 AM	Safeway	Mon - Fri
D 6:40 AM	Ridgway Fair Gds	
A 8:00 AM	Market Plaza	
D 12:30 PM	Safeway	Sun - Sat
A 2:00 PM	Market Plaza	

To Montrose

Time	Place	Contact
D 4:00 PM	Market Plaza	Daniel Gleason 970.729.3404
A 4:50 PM	Ridgeway Fair Gds	Justin Vigil 970.210.0732
A 5:10 PM	Safeway	
D 3:30 PM	Market Plaza	G Ops Supe. 970.729.3435
A 4:20 PM	Ridgeway Fair Gds	
A 5:00 PM	Safeway	
D 5:15 PM	Market Plaza	Hector Delgado 970.729.3415
A 6:15 PM	Ridgway Fair Gds	
A 6:25 PM	Colona	
D 5:05 PM	Town Hall	Kate Burns 970.369.6410
A 6:05 PM	Ridgway Fair Gds	
A 6:30 PM	Market Plaza	
D 1:00 AM	Market Plaza	John McPhail 970.596.5334
A 2:30 AM	Safeway	Larry Baird 925.354.6897

Norwood/Nucla/Naturita

To Mountain Village

Time	Place	Operating Days
D 4:00 AM	Redvale	Sun - Sat
A 5:30 AM	Market Plaza	
D 5:55 AM	Norwood FGds	Mon - Thu
A 7:00 AM	Fire House	
D 5:55 AM	Norwood FGds	Fri-Sat
A 7:00 AM	Fire House	
D 6:45 AM	Norwood FGds	Mon - Fri
A 7:45 AM	Market Plaza	

To Norwood/Redvale

Time	Place	Contact Person
D 4:00 PM	Market Plaza	Nolan Merrill 970.729.3420
A 5:15 PM	Redvale	
D 5:10 PM	Market Plaza	Finn Kjome 970.729.3441
A 6:10 PM	Norwood FGds	
D 5:10 PM	Market Plaza	Shawn Cline 970.729.3455
A 6:10 PM	Norwood FGds	
D 4:45 PM	Market Plaza	Kathy Smith 970.369.6405
A 5:45 PM	Norwood FGds	

FAQ's

- Price:** \$2.00 each-way (rates subject to change)
- Tickets:** Purchase Tickets from Lindsay Niehaus at Town Hall Monday-Friday.
- Arrival/Departure Time:** Confirm Arrival & Departure Times with route's contact person before 5pm the day prior
- Arrival/Departure Place:** Confirm Arrival & Departure Place with route's contact person before 5pm the day prior
- Space Available**
Information: Confirm space available with route's contact person before 5pm the day prior
 Call TMV Transit Operations Manager, Rob Johnson, at 970.729.3433 for information regarding reservations, tickets and routes.
- Telluride Service:** Shuttles depart/arrive in MV. Telluride commuters must connect with the Gondola or Transit Bus service in MV for Service to Telluride.

The Town will make every reasonable effort to operate each route based on applicable Town Commuter Shuttle policies. Minimum ridership and available seat restrictions apply. Actual operating days and arrival/departure times may vary. Please confirm with the contact person.



TELLURIDE/MOUNTAIN VILLAGE



April 6 - May 20
6 de Abril hasta el 20 de Mayo
MONDAY - FRIDAY
el lunes al viernes

DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:
TELLURIDE COURTHOUSE	TELLURIDE TOWNPARK	TELLURIDE COURTHOUSE	LAWSON HILL	MEADOWS POST OFFICE	MARKET PLAZA	BLUE MESA BUS STOP	MARKET PLAZA	MEADOWS POST OFFICE	LAWSON HILL
→		→		→		→		→	
							6:15 AM	6:25 AM	6:35 AM
				6:35 AM	6:45 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM
6:45 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM
7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM	8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM
8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM	9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM
9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM	9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM
9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM	10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM
10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM	11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM
11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM	12:00 PM	12:05 PM	12:15 PM	12:25 PM	12:35 PM
12:00 PM	12:05 PM	12:15 PM	12:25 PM	12:35 PM	12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM
12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM	1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM
1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM	2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM
2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM	3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM
3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM	3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM
3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM	4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM
4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM	5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM
5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM
6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM
6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM	7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM
7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM	8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM
8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM	9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM
9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM	9:45 PM	9:50 PM	10:00 PM	10:10 PM	10:20 PM
9:45 PM	9:50 PM	10:00 PM	10:10PM	10:20 PM	10:30 PM	10:35 PM	Route ends La ruta termina		
10:30 PM	10:35 PM	10:45 PM	10:55 PM	11:05 PM	11:15 PM	11:20 PM	Route ends La ruta termina		

SATURDAY & SUNDAY el sábado y el domingo									
DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:
TELLURIDE COURTHOUSE	TELLURIDE TOWNPARK	TELLURIDE COURTHOUSE	LAWSON HILL	MEADOWS POST OFFICE	MARKET PLAZA	BLUE MESA BUS STOP	MARKET PLAZA	MEADOWS POST OFFICE	LAWSON HILL
→				→		→		→	
				6:35 AM	6:45 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM
7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM	8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM
9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM	9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM
10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM	11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM
NOON	12:05 PM	12:15 PM	12:25 PM	12:35 PM	12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM
1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM	2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM
3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM	3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM
4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM	5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM
6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM
7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM	8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM
9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM	9:45 PM	9:50 PM	10:00 PM	10:10 PM	10:20 PM
10:30 PM	10:35 PM	10:45 PM	10:55 PM	11:05 PM	11:15 PM	11:20 PM	Route ends La ruta termina		
Route operated by Mountain Village - Buses are Silver ph. 970-729-3433 La ruta operada por Mountain Village - autobus es plata - numero telefonico 970-729-3433									
GENERAL INFORMATION / Información general									
1. Watches are seldom in agreement - be at your stop early. Los relojes no son siempre de acuerdo - sea temprano.									
2. Please wait for passengers to disembark before boarding. Por favor, espere a los pasajeros a desembarcar antes de embarcar.									
3. Smoking or the consumption of alcoholic beverages on bus is prohibited. El fumar o el consumo de bebidas alcohólicas en el autobús está prohibida.									
4. Loading and unloading bicycles is the responsibility of passengers. SMART and Town of Mountain Village are not liable for any damage to bicycles. Carga y descarga de las bicicletas es la responsabilidad de los pasajeros. SMART y de Ciudad de Mountain Village no son responsables por cualquier daño a las bicicletas.									
5. Road and weather conditions may cause delays; your patience is appreciated. / Las condiciones del camino pueden causar demoras; su paciencia es apreciada. Las condiciones del camino pueden causar demoras; su paciencia es apreciada.									



TELLURIDE/MOUNTAIN VILLAGE EXPRESS ROUTE

April 6 - May 20
6 de Abril hasta el 20 de Mayo

MONDAY - FRIDAY
el lunes al viernes



DEPART: PARTA:	ARRIVE: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	
TELLURIDE COURTHOUSE	BLUE MESA BUS STOP							BLUE MESA BUS STOP	MARKET PLAZA	TELLURIDE COURTHOUSE
6:45 AM	7:05 AM							7:10 AM	7:12 AM	7:30 AM
7:35 AM	7:55 AM							8:00 AM	8:02 AM	8:20 AM
8:25 AM	8:45 AM							8:50 AM	8:52 AM	9:10 AM
9:30 AM	9:50 AM							9:55 AM	9:57 AM	10:15 AM
5:00 PM	5:20 PM							5:25 PM	5:27 PM	5:45 PM
5:50 PM	6:10 PM							6:15 PM	6:17 PM	6:35 PM



Route operated by the Town of Mountain Village - Buses are Silver phone 970-729-3433
La ruta operada por Ciudad de Mountain Village - autobus es plata - numero telefonico 970-729-3433

GENERAL INFORMATION / Información general

1. Watches are seldom in agreement - be at your stop early.
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Por favor, espere a los pasajeros a desembarcar antes de embarcar.
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Las condiciones del camino pueden causar demoras; su paciencia es apreciada.



TELLURIDE/MOUNTAIN VILLAGE



October 19 - November 19
19 de Octubre hasta el 19 de Noviembre

MONDAY - FRIDAY
el lunes al viernes

DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:
SHANDOKA	TELLURIDE POST OFFICE	TELLURIDE COURTHOUSE	LAWSON HILL	MEADOWS POST OFFICE	MARKET PLAZA	BLUE MESA BUS STOP	MARKET PLAZA	MEADOWS POST OFFICE	LAWSON HILL
→	→	→	→	→	→	→	→	→	→
				6:35 AM	6:45 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM
6:45 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM
7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM	8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM
8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM	9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM
9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM	9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM
9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM	10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM
10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM	11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM
11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM	12:00 PM	12:05 PM	12:15 PM	12:25 PM	12:35 PM
12:00 PM	12:05 PM	12:15 PM	12:25 PM	12:35 PM	12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM
12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM	1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM
1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM	2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM
2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM	3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM
3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM	3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM
3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM	4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM
4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM	5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM
5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM
6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM
6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM	7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM
7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM	8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM
8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM	9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM
9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM	9:45 PM	9:50 PM	10:00 PM	10:10 PM	10:20 PM
9:45 PM	Route ends La ruta termina								
10:30 PM	10:35 PM	10:45 PM	10:55 PM	11:05 PM	11:15 PM	11:20 PM	Route ends La ruta termina		

SATURDAY & SUNDAY el sábado y el domingo									
DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:
SHANDOKA	TELLURIDE POST OFFICE	TELLURIDE COURTHOUSE	LAWSON HILL	MEADOWS POST OFFICE	MARKET PLAZA	BLUE MESA BUS STOP	MARKET PLAZA	MEADOWS POST OFFICE	LAWSON HILL
→	→	→	→	→	→	→	→	→	→
				6:35 AM	6:45 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM
7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM	8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM
9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM	9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM
10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM	11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM
NOON	12:05 PM	12:15 PM	12:25 PM	12:35 PM	12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM
1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM	2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM
3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM	3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM
4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM	5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM
6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM
7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM	8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM
9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM	9:45 PM	9:50 PM	10:00 PM	10:10 PM	10:20 PM
10:30 PM	10:35 PM	10:45 PM	10:55 PM	11:05 PM	11:15 PM	11:20 PM	Route ends La ruta termina		
Route operated by Mountain Village - Busses are Silver ph. 970-369-6444 operada por Mountain Village - autobus es plata - numero telefonico 970-369-6444									
Route operated by the Town of Telluride - Busses are Gold ph. 728-5700 La ruta operada por Telluride - autobus es oro - numero telefonico 728-5701									
GENERAL INFORMATION / Información general									
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TELLURIDE/MOUNTAIN VILLAGE EXPRESS ROUTE



October 21 - November 21
21 de Octubre hasta el 21 de Noviembre

MONDAY - FRIDAY
el lunes al viernes

DEPART: PARTA:	ARRIVE: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	
TELLURIDE COURTHOUSE	BLUE MESA BUS STOP							BLUE MESA BUS STOP	MARKET PLAZA	TELLURIDE COURTHOUSE
6:45 AM	7:05 AM							7:10 AM	7:12 AM	7:30 AM
7:35 AM	7:55 AM							8:00 AM	8:02 AM	8:20 AM
8:25 AM	8:45 AM							8:50 AM	8:52 AM	9:10 AM
9:30 AM	9:50 AM							9:55 AM	9:57 AM	10:15 AM
5:00 PM	5:20 PM							5:25 PM	5:27 PM	5:45 PM
5:50 PM	6:10 PM							6:15 PM	6:17 PM	6:35 PM



Route operated by the Town of Telluride - Busses are Gold ph. 728-5700
La ruta operada por Telluride - autobus es oro - numero telefonico 728-5701

GENERAL INFORMATION / Información general

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EXHIBIT B
EQUIPMENT

TMV Employee Shuttles & Municipal Bus Equipment Inventory

Veh #	Title	Year	Make	Model	Vin #	Dept.	Name	License #
5512-08	50E071154	2006	TOYOTA	HIGHLANDER LTD HYBRID	JTEEW214060012208	ES	CREW	646JJO
5512-16	50E079961	2009	FORD	E350 SD 12 PASSENGER VAN	1FBNE31L69DA90071	ES	CREW	685JJO
5512-17	50E079962	2009	FORD	E350 SD 12 PASSENGER VAN	1FBNE31L69DA90072	ES	CREW	686JJO
5512-18	50E071153	2006	TOYOTA	HIGHLANDER HYBRID	JTEEW21A760013324	ES	CREW	647JJO
5512-21	50E088583	2015	CHEVROLET	EXPRESS VAN	1GAZGZFF4F1104988	ES	CREW	196OSQ
5512-22	50E088587	2015	CHEVROLET	EXPRESS VAN	1GAZGZFFOF1104924	ES	CREW	200OSQ
5512-23	50E088586	2015	CHEVROLET	EXPRESS VAN	1GAZGZFF4F1102867	ES	CREW	199OSQ
5512-24	50E088584	2015	CHEVROLET	EXPRESS VAN	1GAZGZFF6F1104975	ES	CREW	197OSQ
5512-25	50E088585	2015	CHEVROLET	EXPRESS VAN	1GAZGZFF1F1102499	ES	CREW	198OSQ
5512-26	50E093387	2017	FORD	TRANSIT CONNECT	NM0GS9F74H1299156	ES	CREW	396UQV
5512-27	50E093388	2017	FORD	TRANSIT CONNECT	NM0GS9F74H1299162	ES	CREW	CQH257
5512-28		2018	TOYOTA	PRIUS PRIM	JTDKARFP1J3084375	ES	CREW	WUO581
5511-14	50E075194	2007	GOSHEN	GCII BUS	1FDWE35S57DA59079	TRANSIT	CREW	551IWD
5511-15	50E090169	2016	STARTRANS	SENATOR II	1FD4E4FS3GDC03992	TRANSIT	CREW	212OSQ
5511-16	50E091234	2016	STARTRANS	SENATOR II	1FD4E4FS6GDC26179	TRANSIT	CREW	384UQV
5511-17	50E093799	2017	STARTRANS	SENATOR II	1FD4E4FS9HDC41664	TRANSIT	CREW	CQH258

EXHIBIT C
2019 TMV SHUTTLE AND BUS HOURLY RATES

2020 Shuttle and Bus Hourly Rates

Commuter Shuttles	2020 Adopted Budget Plus Additional Costs	Municipal Bus Service	2020 TMV Adopted Budget With SMART	
Gross Expenditures GL	\$ 88,614	Employee Costs	\$ 256,442	
Shop Labor	6,700	Non-Employee Costs	66,440	
Operating Costs	<u>94,608</u>	Total Budgeted Costs	<u>322,882</u>	
Van Rider Fees	-29,654			
TMVOA	<u>-13,438</u>			
Revenues	<u>-41,154</u>			
		Additional Costs		
		-Agency Compliance	600	
Net Expenditures Less Adm	53,454	-Recruiting	1,500	
Estimated Insurance	812	-Insurance	2,441	
Estimated Admin (14% net costs)	7,604	-Administration	<u>31,711</u>	
Net Expenditures	<u><u>61,870</u></u>	Total Budgeted Costs	<u><u>359,134</u></u>	
Estimated Hours	4,650	Projected Revenue Hours	5,935	
		Budgeted Cost Per Revenue Hr	60.52	
Fully Loaded Costs Per Hour	13.31	Depreciation Per Hour	<u>3.98</u>	
		Fully Loaded Costs Per Hour	<u>64.49</u>	
		Shoulder Season Operating Days	77	
		Offseason Avg. Operating Hours/Day	<u>35.51</u>	
		Total Operating Hours	<u>2,734</u>	
Projected Shuttle Cost 2020	<u><u>\$ 61,870</u></u>	Projected Shoulder Season Cost 2020	<u><u>\$ 176,346</u></u>	
Total Projected SMART Costs 2020			\$ 238,216	
Total SMART Costs 2019			<u>227,449</u>	
Difference			<u><u>\$ 10,768</u></u>	
Maximum SMART 2020 Expenditures			<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px;">\$ 272,170</td></tr></table>	\$ 272,170
\$ 272,170				



Agenda Item No. 18
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, February 20, 2020
DATE: February 10, 2020
RE: Second Reading, Public Hearing, and Council vote on an Ordinance regarding 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 Condo Map
- Exhibit C: Ordinance

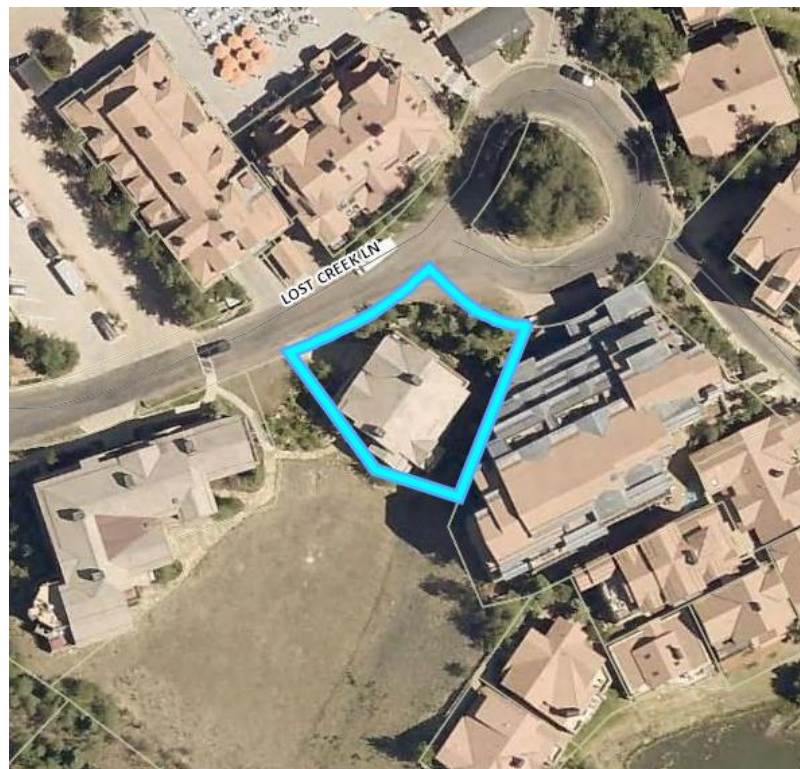


Figure 1: Vicinity Map

BELVEDERE CONDOMINIUMS HISTORY

Platting and Land Use History

The Belvedere Project was developed under a Master Development Plan in 2005 envisioning three phases of construction. The total density on the property includes 27 Condominium Units, 10 Lodge Units, and 2 Efficiency Lodge Units. Currently, only 10 condominiums 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: Decommission one Kitchen to a wet-bar per the CDC requirements, 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 must determine if the proposed unit reconfiguration, parking, and other applicable criteria for the decision outlined below have been met.

As a note, a “wet bar” is defined as an area intended for the preparation and serving of beverages and food that is limited to common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit. A wet bar shall not be located in a bedroom.

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. Prior to submittal for future design review of the proposed apartment building, the Town Council will need to determine that the application for density transfer and rezone is appropriate. 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: Although Lot 27A is located within the Mountain Village Center Subarea and identified in the Comprehensive Plan as Parcel N / Lot 27, there are no site-

specific policies associated with the parcel provided in the Mountain Village Center Development Table. 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 27A, 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.”

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.

- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

Staff Finding: The proposed rezone and density transfer meets the general 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.

- c. The proposed rezoning meets the Comprehensive Plan project standards;

The Comprehensive Plan Project Standards are listed as follows:

1. Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. It is understood that visual impacts will occur with development.
2. Appropriate scale and mass that fits the site(s) under review shall be provided.

3. Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table.
 4. Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points shall be addressed to the satisfaction of the Town.
 5. The skier experience shall not be adversely affected, and any ski run width reductions or grade changes shall be within industry standards.
- d. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;

Staff Finding: The project is located within the existing Belvedere Phase One, and no additional uses other than the current use of the property will occur with the only change being the decrease in one unit. The zoning of the lot determines the allowable uses to which the land may be put, and in turn, influences what environmental and/or human health impacts may result on the activities allowed to take place on the land and the adjacent neighborhood. The Town Council should consider whether the public health, safety, and welfare are impacted by the reduction of one unit and if the reduction is an efficient use of the 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;

Staff Finding: The proposed rezone is due to a change in the ownership and use of the condominium units. Town Council must determine if the change in use is adequate to meet this condition or if there are other changes in the conditions in the vicinity that warrant the density transfer and rezoning of the two units into one unit.

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

No additional public facilities are needed for the rezoning thus, they are adequate.

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and,

No change or negative impact.

- h. The proposed rezoning meets all applicable Town regulations and standards.

The application will be compliant with all applicable town regulations and standards at the time that one of the kitchen units are decommissioned into a wet bar, and the remaining density is transferred into the Town Density Bank. Staff is requesting that any approval condition the completion of these items prior to the recordation of the associated ordinance rezoning the unit.

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 and 3(e) related to the justification of the rezone.

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: This finding is contingent upon Town Council making a determination that the application has met the rezone criteria outlined 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 remaining density will be required to be transferred into the Density Bank.

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

Staff Finding: Provided the Town Council determines that the rezone criteria are met, the application would meet all applicable regulations and standards.

Design Review Board Recommendation:

At the January 9th, 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.

RECOMMENDATION: 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 approve on Second Reading, 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 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 February 10, 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 a 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 shall transfer excess condominium 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.*
5. *The applicant has agreed to keep two parking spaces, above the one parking space requirement, consistent with the DRB's recommendation to Town Council.*
6. *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.*

Motion for Denial:

I move to deny 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 February 10, 2020, and with the following findings:

Findings:

1. *The application does not meet the criteria for a decision as detailed in the staff memo of Record, dated February 20, 2020.*

/jjm



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.

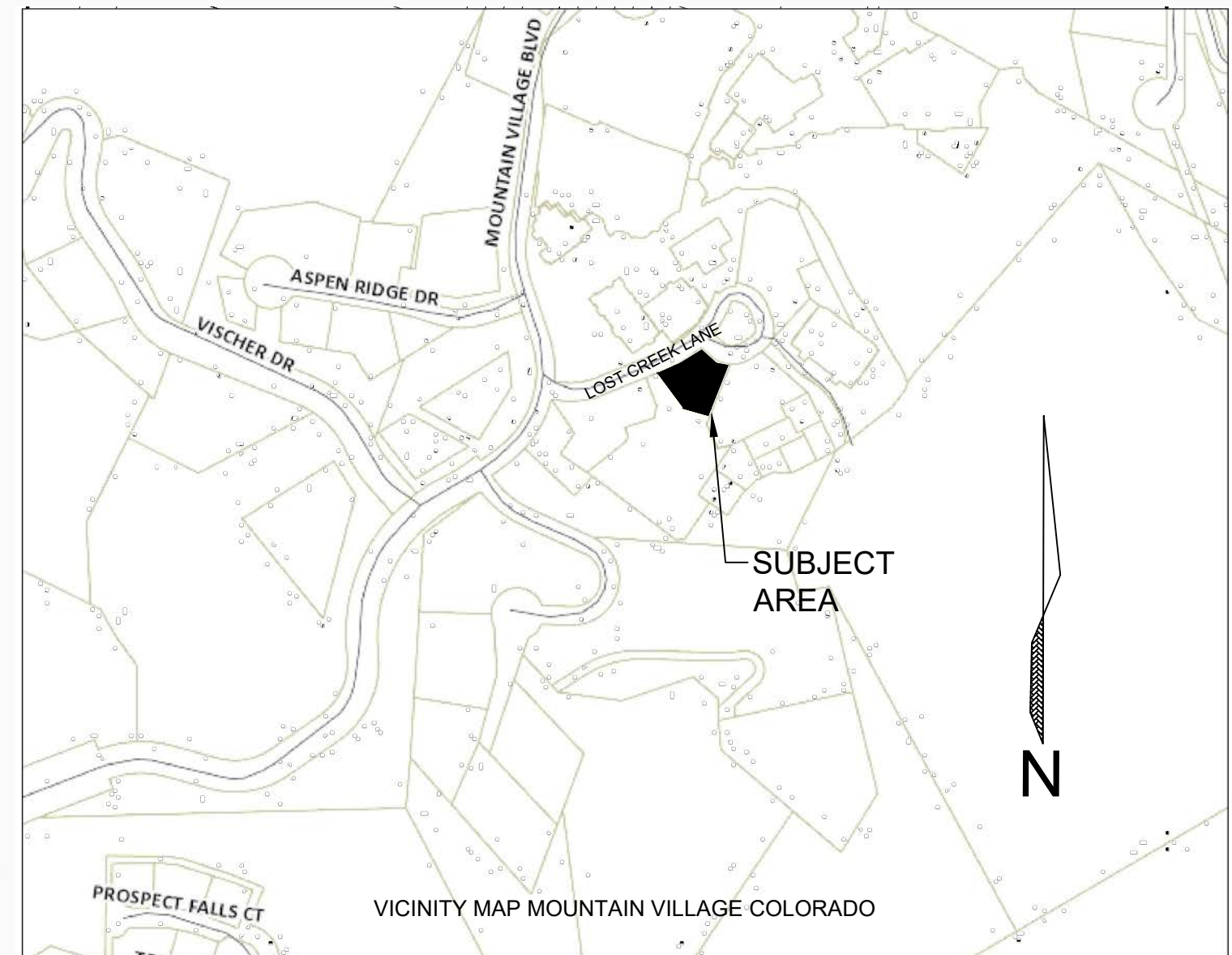
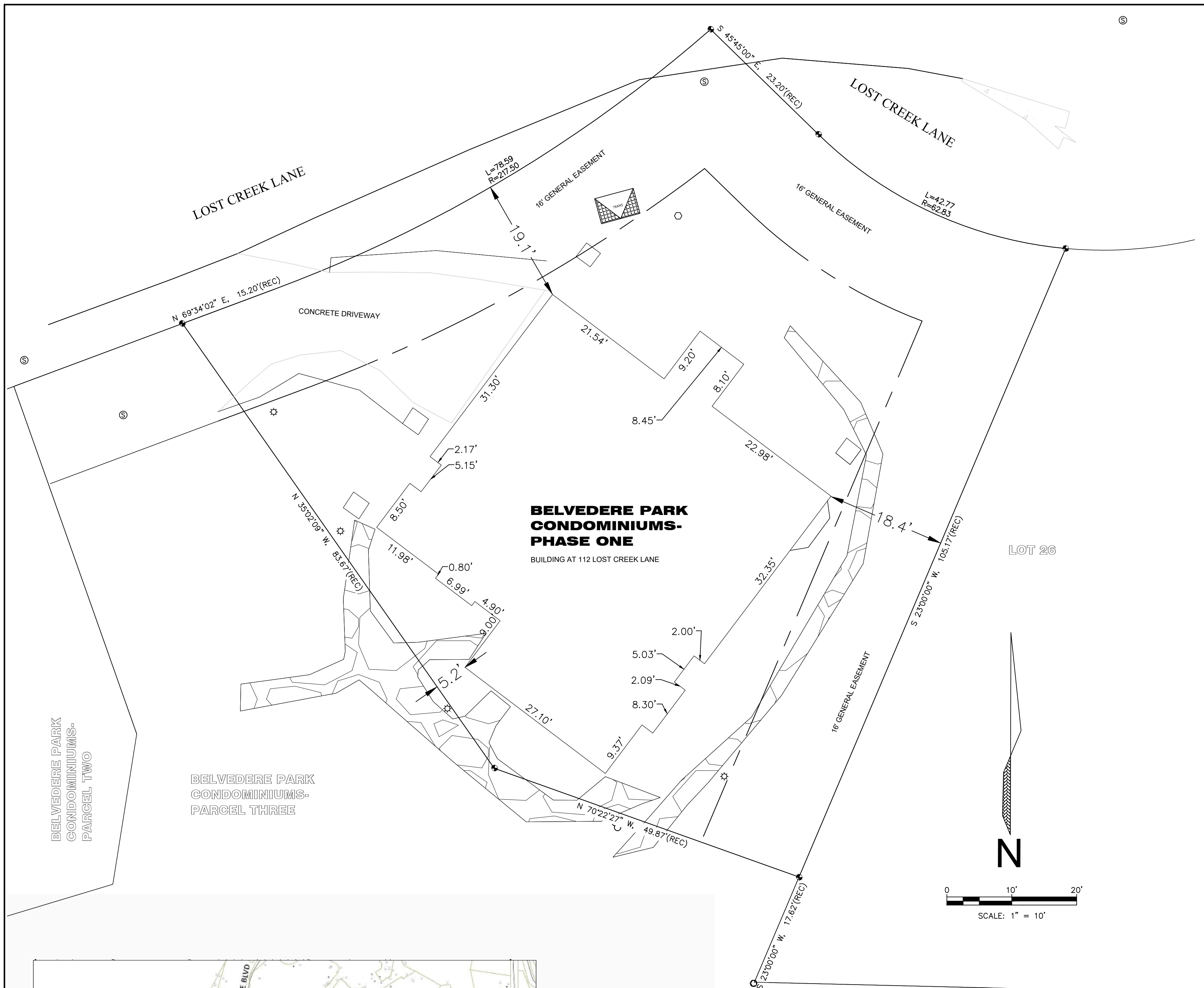
Sincerely,

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.

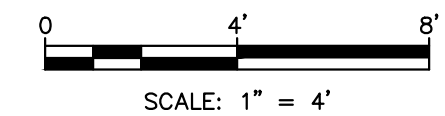
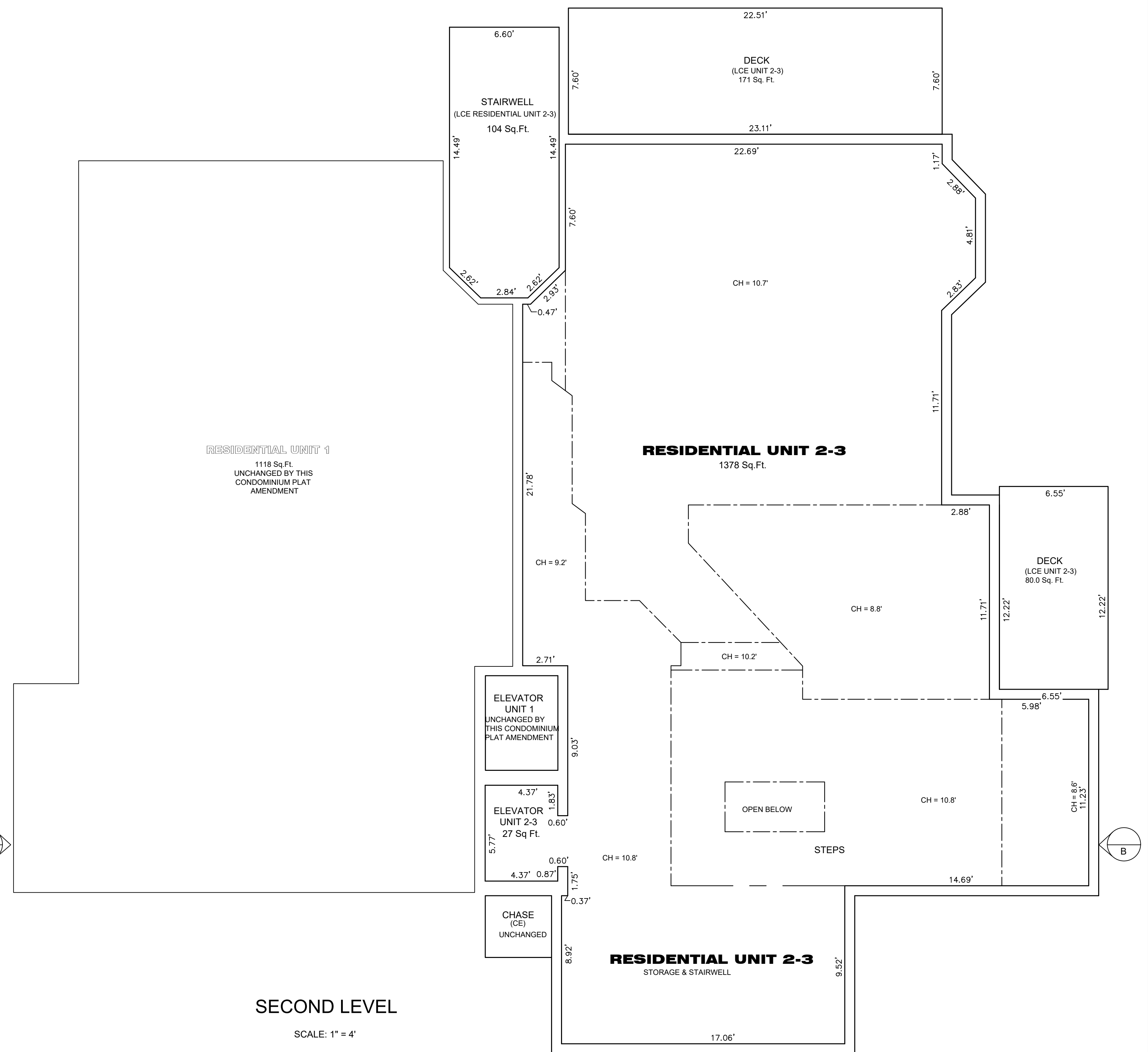
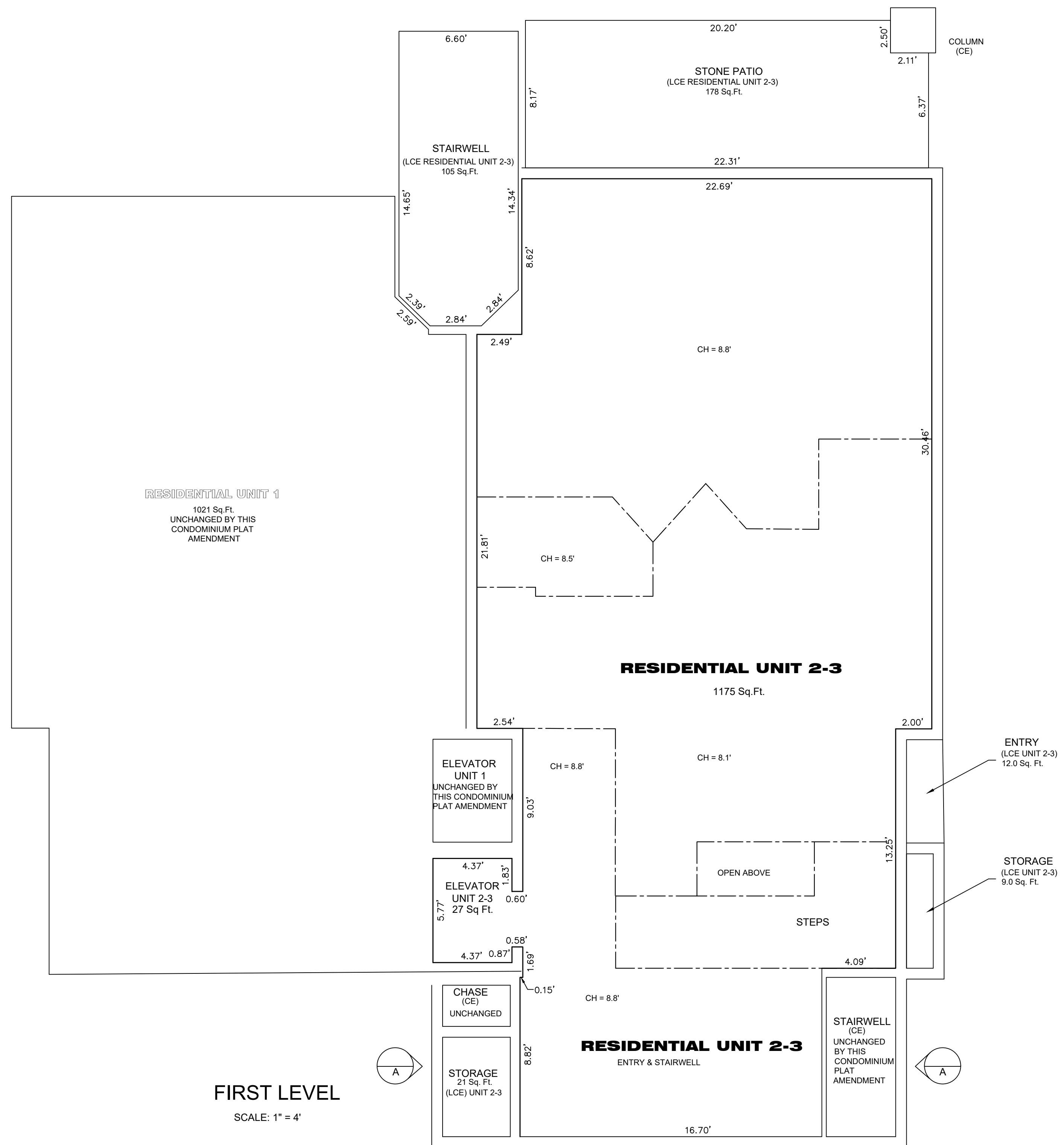
County Treasurer Date

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

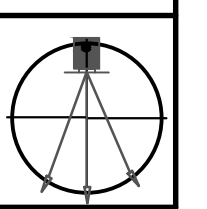


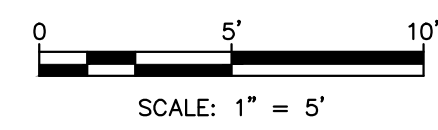
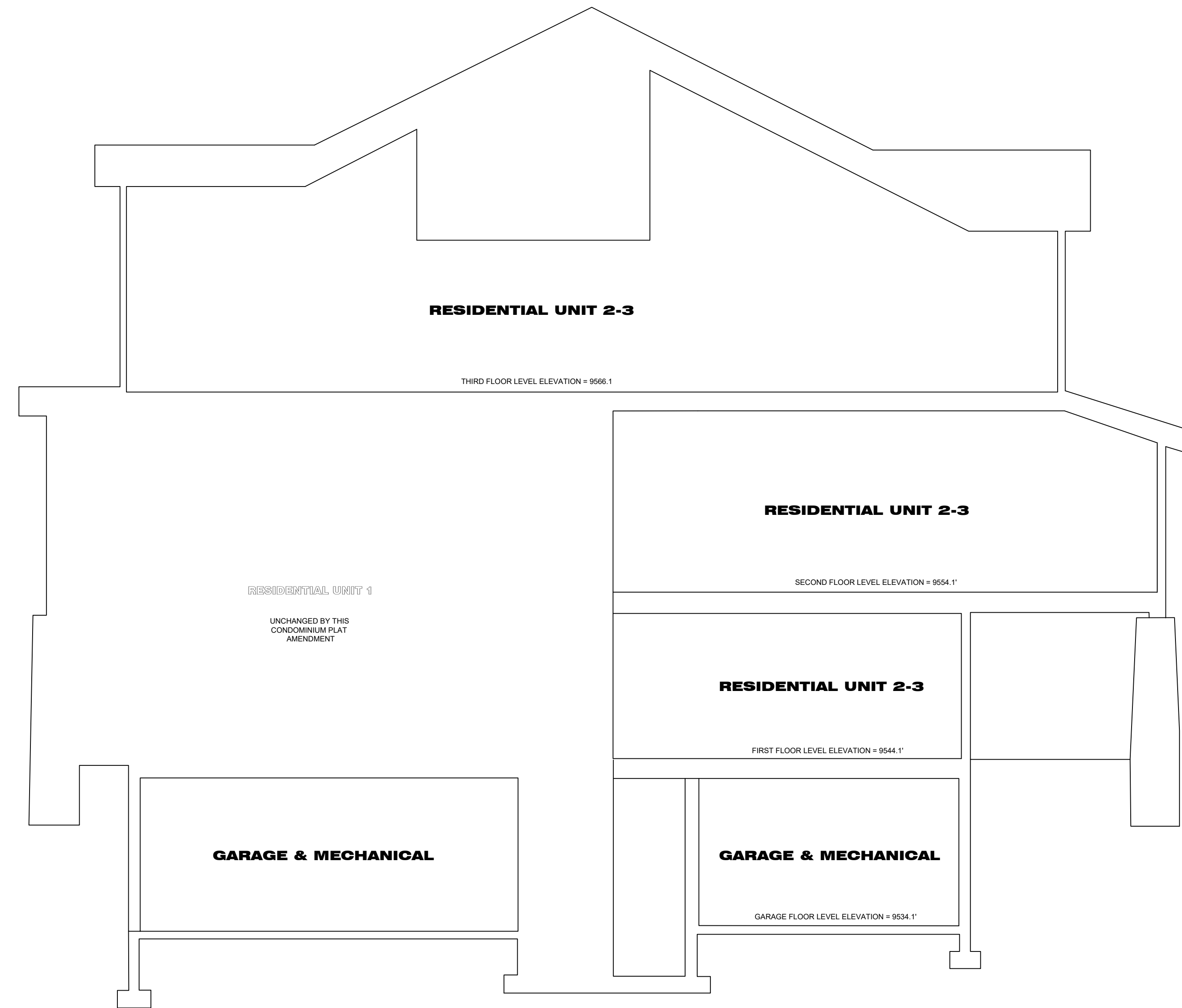
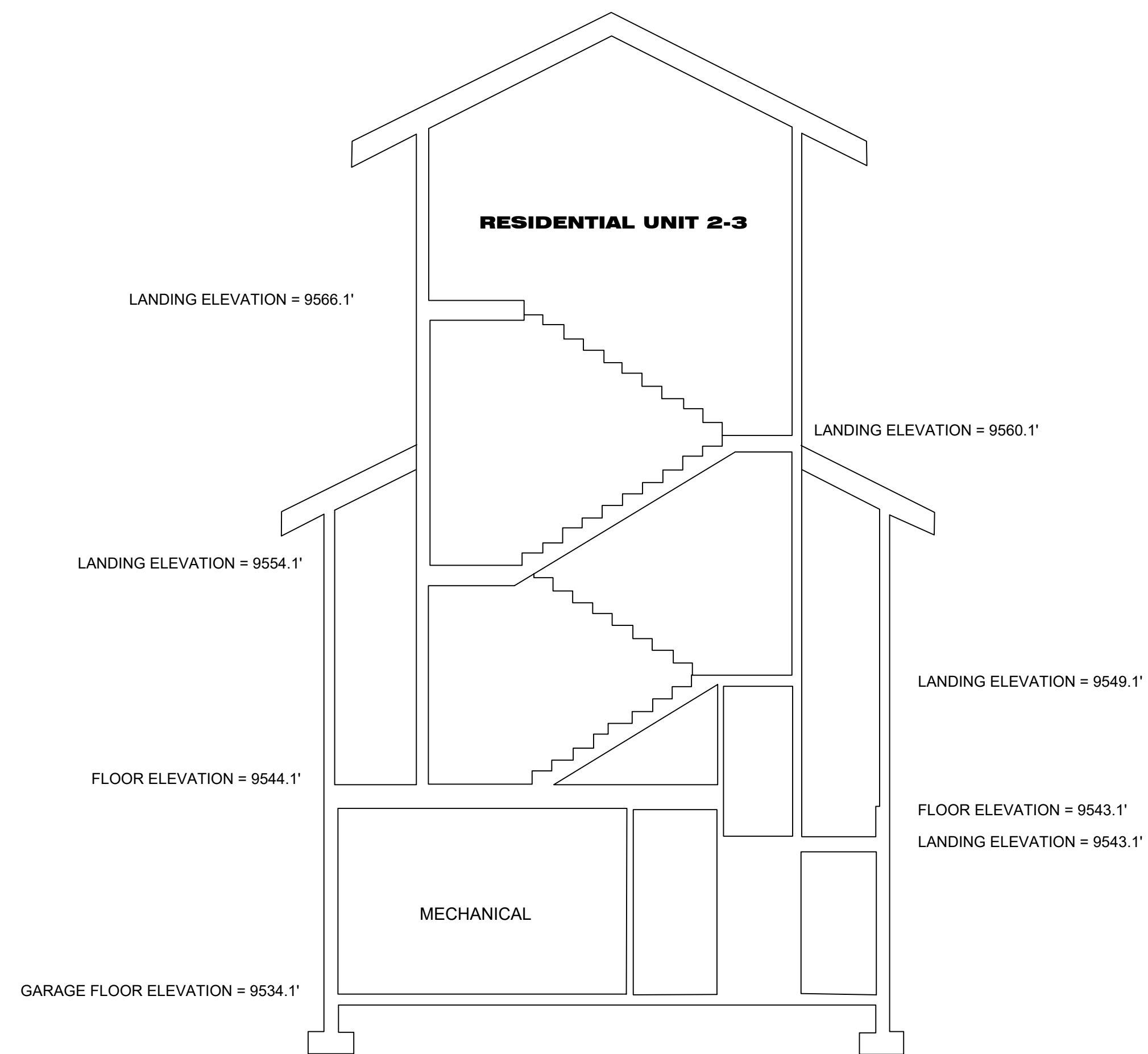
**FIRST AMENDMENT TO BELVEDERE PARK
CONDOMINIUMS - PHASE ONE CONDOMINIUM MAP**

PARCEL ONE, BELVEDERE PARK CONDOMINIUMS, A COLORADO COMMON INTEREST COMMUNITY IN THE TOWN OF MOUNTAIN VILLAGE, SAN MIGUEL COUNTY, COLORADO SITUATED IN THE N.E. 1/4, SECTION 3, T42N, R9W, N.M.P.M.

ALL POINTS LAND SURVEY L.L.C.
PO BOX 754 OPHIR, COLORADO 81435
(970) 708-9694

DATE: 9/3/2019	JOB# _19022
DRAWN BY: TC	SHEET-2-OF-4
CHECKED BY: JCC	





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

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
2	Village Center	Condominium	1	3
3	Village Center	Condominium	1	3

Figure 2. Proposed Zoning Designation

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
2-3	Village Center	Condominium	1	3

Figure 3. Lot 27A Current Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
27A	Village Center	Condominium	27	3	81
	Village Center	Efficiency Lodge	2	.5	1
	Village 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
	Village Center	Efficiency Lodge	2	.5	1
	Village Center	Lodge	10	.75	7.5
To be Transferred to Density Bank					
		Condominium	1	3	3

- F. At a duly noticed public hearing held on January 9, 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 16th, 2020 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- H. On February 20th, 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 9th, 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 voluntary 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.
5. The applicant has agreed to keep two parking spaces, above the one parking space requirement, consistent with the DRB's recommendation to Town Council.
6. 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.

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 20th day of February 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 9th 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

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 20th day of February 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 _____, 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



AGENDA ITEM 19
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

FROM: Michelle Haynes, Planning and Development Services Director & John Miller, Senior Planner

FOR: Regular Town Council Meeting of February 20, 2020

DATE: February 2, 2020

RE: Second 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: Ordinance and CDC Redline

PART I. Introduction and Background

This memo is substantially the same as the first reading of an ordinance memo provided to Town Council on January 16, 2020.

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.” ⁽¹⁾

Architectural lighting works to serve and enhance the architecture, not merely as an accessory, to create a cohesive spatial experience. ⁽¹⁾ 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.

Town Council: The Town Council approved on first reading of an ordinance the proposed amendment as presented at their January 16, 2020 regular meeting.

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:

I move to approve on second reading of an ordinance amendments to the Community Development Code Chapter 17.5 Design Regulations, Sections 17.15.12 – Lighting Regulations and Chapter 17.8 – Definitions with the findings set forth in the staff memo of record dated February 2, 2020.

This motion is based on the evidence and testimony provided at a public hearing held on February 20, 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 _____, 2020

A public hearing on this Ordinance was held on the 20th day of February, 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**

ATTEST:

By: _____
Laila Benitez, Mayor

Susan Johnston, Deputy Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 20th day of February, 2020.

TOWN OF MOUNTAIN VILLAGE:

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

ATTEST:

By: _____
Laila Benitez, Mayor

Susan Johnston, Deputy 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 January 16, 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				
Marti 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.

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 February 20, 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				
Marti 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.

Susan Johnston, Deputy 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.



**Agenda Item No. 20
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: Regular Town Council Meeting, February 20, 2020
DATE: February 10, 2020
RE: Consideration of a Resolution regarding a Minor Subdivision on Lots AR-34, AR-35, and AR-36, 102 Singletree Ridge

Project Geography:

Legal Description: *Lots AR-34, AR-35, and AR-36, Adams Ranch and Town of Mountain Village, according to the Plat recorded June 1, 1999, in Plat Book 1 at Page 2570.*

Address: 102 Singletree Ridge
Applicant: Thomas G. Kennedy
Owner: Multiple Owners – See Narrative
Zoning: Single Family
Existing Use: Single Family and Vacant Land
Proposed Use: No Change
Lot Size: AR-34 – 0.54ac
AR-35 – 0.50ac
AR-36 – 0.60ac

Adjacent Land Uses:

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

Attachments:

- Exhibit A: Applicant's Narrative
- Exhibit B: Improvement Survey Plat
- Exhibit C: Referral Comments
- Exhibit D: Resolution
- Exhibit E: Easement Termination Agreement



Figure 1: Vicinity Map – AR, 34-36

Case Summary:

Thomas Kennedy, representing the owners of Lots AR-34, AR-35, and AR-36, is proposing to vacate a 15-foot irrigation easement (**easement**) as shown in Exhibit B: Improvement Survey Plat. From the provided documentation, it appears that the subject easement was first established with the platting of Lot 613D which occurred in 1990. Lot 613D was subsequently replatted in 1999 into Lots AR-34, AR-35, and AR-36, and under prior ownership, a home was constructed on Lot AR-35 directly over the subject easement.

The 15' irrigation easement is the only easement to be removed as part of this application; all general easements will remain in place on the three lots. According to the applicant's narrative, "the application does not propose any modifications or adjustments to the [properties] with respect to the existing lot lines, nor does it propose any changes to zoning, density or other similar land use issues".

CRITERIA, ANALYSIS, AND FINDINGS

The criteria for the decision to evaluate a variance and/or 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 the applications:

Chapter 17.4: Development Review Procedures

17.4.13: Subdivisions Regulations

Staff has evaluated the following standards (a-e) as the criteria that must be met for Town Council to approve a lot line vacation, lot line adjustment, easement vacation or similar subdivision:

Criteria for Decision:

- a. The lots resulting from the adjustment or vacation are in compliance with the Town Zoning and Land Use Regulations and Subdivision Regulations;

Staff: There are no proposed changes to the existing Lots AR-34, AR-35, and AR-36. This proposal would only remove the 15' irrigation easement.

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

Staff: Lots AR-34, AR-35, and AR-36 are not contemplated within the Comprehensive Plan for redevelopment. The proposed change does not affect the lots other than the removal of the irrigation easement.

- 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;

Staff: This application does not affect access to the subdivision.

- 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 vacation has been consented to the by the benefited party under the easement; and

Staff: The only easement affected by this proposal is the subject 15' irrigation easement proposed to be vacated. Other easements would be unaffected by the proposal. By authorizing the vacation of the subject easement, the benefited party (Town) will have consented through the Councils' decision.

- e. The proposed subdivision meets all applicable Town regulations and standards

Staff: If the Town Council deems Criteria for Decision provided for a Minor Subdivision met, then the proposed minor subdivision will meet all applicable regulations and standards.

Referral Comment:

Director Finn Kjome, Public Works Department, stated the easement appears to be a remnant from the old Adams Ranch, and the Town does not have a need for this easement in the future.

Staff Analysis:

Based on the analysis of the Criteria for Decision provided above, it appears that the granting of this request would have little to no impact on the existing and future development in the vicinity of the project. Given that the home located at AR-35, 102 Singletree Ridge was constructed over the subject easement, the functionality of the easement has been eliminated. Otherwise, staff finds that the subdivision meets all applicable Town regulations and standards and recommends Town Council approve the Resolution regarding a Minor Subdivision on Lots AR-34, AR-35 and AR-36, to remove the existing 15' town irrigation easement on the property.

Motions: The Town Council may approve, continue, deny or request modifications to the application regarding the Minor Subdivision for Lots AR-34, AR-35, and AR-36.

Motion for Approval: *I move to approve, a resolution approving a Minor Subdivision to vacate an irrigation easement on Lots AR-34, AR-35, and AR-36, with the findings contained within the staff memo of record dated February 10, 2020, with the following conditions:*

Conditions:

- 1. The applicant shall work with Town Staff to record the finalized resolution approving the vacation of the irrigation easement and associated improvement survey plat.*
- 2. The applicant shall pay all necessary fees associated with the recordation of all required documents with the San Miguel County Clerk and Records Office.*
- 3. Town Staff and Legal have the authority to provide ministerial changes on any associated legal instruments prior to recordation with the San Miguel County Clerk and Records Office, provided the changes are not substantial.*

These motions are based on the evidence and testimony provided at a public hearing held on February 20, 2020, with notice of such hearing as required by the Community Development Code.

Motion for Denial: *I move to deny, a resolution for a Minor Subdivision to vacate an irrigation easement on Lots AR-34, AR-35, and AR-36, with the following findings:*

Findings:

- 1. The application does not meet the criteria for decision as detailed in the staff memo of record dated February 10, 2020.*

This motion is based on the evidence and testimony provided at a public hearing held on February 20, 2020, with notice of such hearing as required by the Community Development Code.

/jjm

NARRATIVE IN SUPPORT OF MINOR SUBDIVISION APPLICATION

January 30, 2020

Owners. The following parties (“Owners”) are the owners of the Property affected by this Application.

- A. William W. Deupree (also known of record as William W. Deupree, Jr.) and Margaret R. Deupree, as to Lot AR-34 (described below);
- B. William W. Deupree, Margaret R. Deupree, William W. Deupree, III and A. Reed Deupree, as to Lot AR-35 (described below); and
- C. William W. Deupree, Jr. (also known of record as William W. Deupree) , as to Lot AR-36 (described below)

Property. The Application concerns the following described property (“**Subject Property**”)

Lots AR-34, AR-35 and AR-36, Adams Ranch At Town of Mountain Village, according to the plat recorded June 1, 1999 in Plat Book 1 at Page 2570.

Proof of Ownership. A title commitment confirming title in the name of the above owners is attached to this Narrative.

Existing Conditions. An Improvement Survey Plat of Lots AR-34, AR-35 and AR-36 showing current, existing conditions is attached to this Narrative.

Summary of Application.

This is an Application for a Minor Subnivism, through which the Owners are requesting that the Town approve an instrument that terminates and vacates a certain 15’ Irrigation Easement that burdens a portion of Lots AR-34, AR-35 and AR-36 and runs for the benefit of the Town of Mountain Village.

Discussion. The following factual background information supports the Application.

1. In connection with the platting of Lot 613D, Town of Mountain Village, a certain “15’ Irrigation Easement” was reflected on the Plat recorded on April 5, 1990 in Plat Book 1, page 1030 (“**1990 Plat**”). An electronic copy of the 1990 Plat was sent to the Town under separate cover.
2. Lot 613D was replatted into Lots AR-34, AR-35 and AR-36, per the Plat recorded June 1, 1999 in Plat Book 1 at Page 2570 (“**1999 Plat**”). The 1990 Plat continued to reference the 15’ Irrigation Easement. An electronic copy of the 1999 Plat was sent to the Town under separate cover.
3. As currently platted, the 15’ Irrigation Easement crosses over the center of Lots AR-34, AR-35 and AR-36 as indicated on the attached ISP.
4. Under prior ownership, a residence was constructed on Lot AR35 and it crosses directly over the 15’ Irrigation Easement as indicated on the attached ISP. We assume that the requisite building permits were applied for and issued allowing these improvements to be places over the 15’ Irrigation Easement, had the continuation of the 15’ Irrigation Easement continued to be relevant and necessary for the Town.
5. The 15’ Irrigation Easement does not appear to have any continuing need by the Town for the use and operation of any Town infrastructure improvements and it is certainly not needed or required for the development and use of Lots AR-34, AR-35 and AR-36.

Review Criteria. In accordance with Section 17.4.13 of the CDC, the following review standards are relevant in connection with a review of a Minor Subdivision application.

- 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.

The Application does not propose any modifications or adjustments to the Subject Property with respect to the existing lot lines, nor does it propose any changes to zoning, density or other similar land use issues, thus the request is compliant with the applicable review provisions of the Community Development Code and Comprehensive Plan.

Based upon the above stated factual background information, the request of the Owners to terminate and vacate the 15' Irrigation Easement is necessary and appropriate and would not impact the ability of the Town to maintain adjacent public streets.

The Owner would like to accomplish this termination and vacation through the use of an easement termination agreement and not as part of a replat as that seems unduly cumbersome and costly for a simple matter. A draft of the proposed Easement Termination is included with this Narrative.

Respectfully Submitted

By _____
Thomas G. Kennedy, Applicant

SURVEYOR'S STATEMENT:

I, Jeffrey C. Haskell, a duly registered land surveyor, licensed in the State of Colorado, do hereby state for and on behalf of Foley Associates, Inc. to Land Title Guarantee Company, that a survey of the premises of the parcel described hereon was conducted by me or under my direct responsibility, supervision, and checking on November 12, 2019; that said survey was made in substantial accordance with C.R.S. 38-51-102 (9) "Improvement Survey Plat"; and that the information contained herein is true and accurate to the best of my knowledge.



Jeffrey C. Haskell
F.L.S. 37970

LEGAL DESCRIPTION:

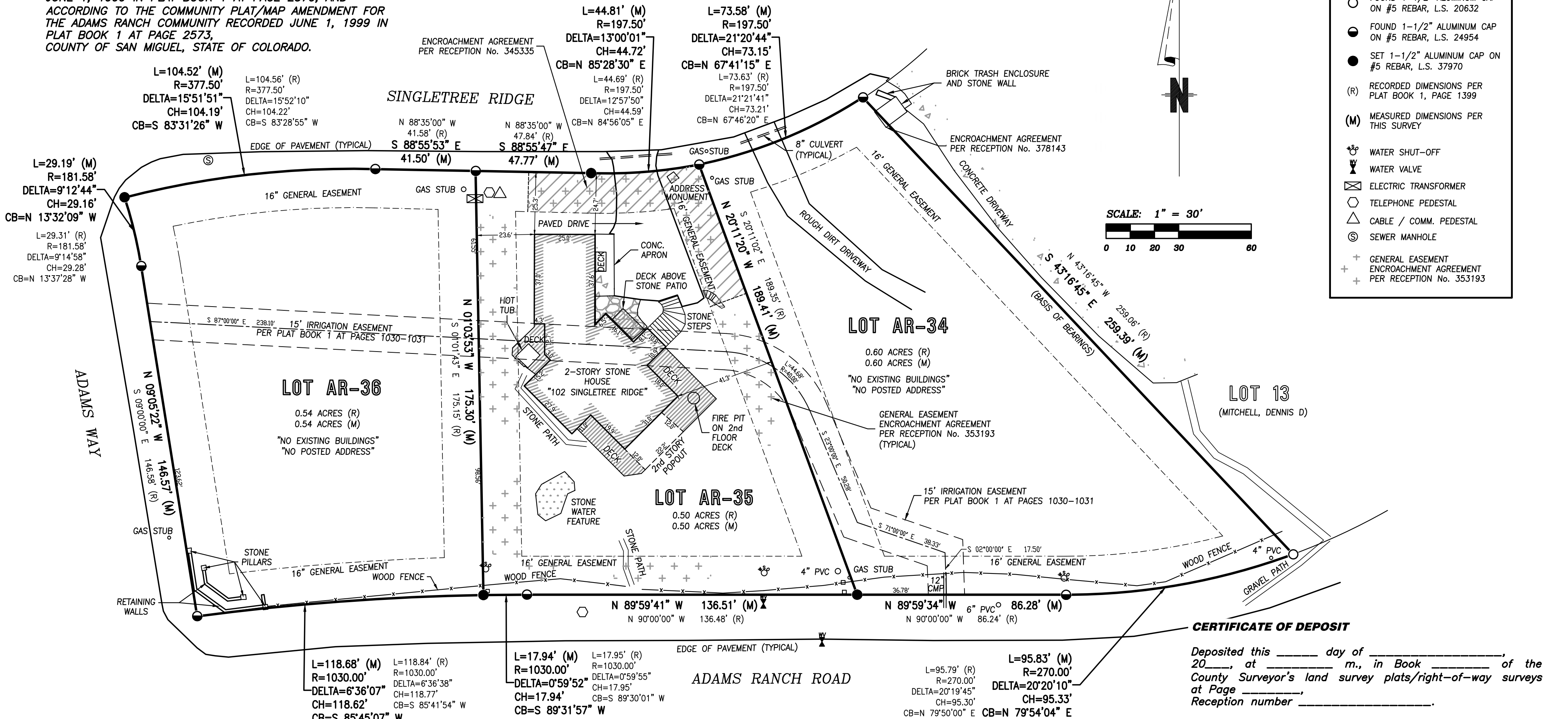
LOTS AR-34, AR-35 AND AR-36, ADAMS RANCH AT TOWN OF MOUNTAIN VILLAGE, ACCORDING TO THE PLAT RECORDED JUNE 1, 1999 IN PLAT BOOK 1 AT PAGE 2570, AND ACCORDING TO THE COMMUNITY PLAT/MAP AMENDMENT FOR THE ADAMS RANCH COMMUNITY RECORDED JUNE 1, 1999 IN PLAT BOOK 1 AT PAGE 2573, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

NOTES:

- Easement research and legal description from Land Title Guarantee Company, Commitment No. TLR86009546 dated December 10, 2019 at 5:00 P.M.
- According to FEMA Flood Insurance Rate Maps dated September 30, 1988, this parcel is not within the 100 year flood plain.
- BASIS OF BEARINGS:** Bearings for this survey based on found monuments, as shown hereon, located along the Eastern boundary of Lot AR-34, assumed to have the record bearing of S 43°16'45" E.
- Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
- Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
- The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
- This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.

NOTICE:

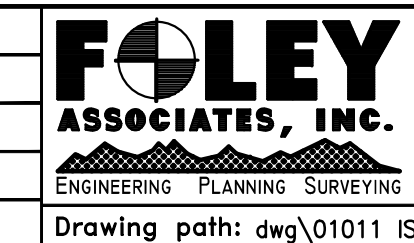
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



Improvement Survey Plat

LOT AR-34, LOT AR-35, LOT AR-36, TOWN OF MOUNTAIN VILLAGE
Located within Section 33, T.43N, R.9W, and within Section 3, T.42N, R.9W, N.M.P.M.,
County of San Miguel, State of Colorado

Project Mgr:	JH
Technician:	FO
Checked by:	
Start date:	11 / 2019



970-728-6153 970-728-6050 fax
PO Box 1385
125 W. Pacific Ave., Suite B-1
Telluride, Colorado, 81435

Sheet1	of 1	Project #: 01011
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John A. Miller

From: Finn KJome
Sent: Monday, February 3, 2020 4:20 PM
To: John A. Miller
Subject: RE: Lots AR34, AR35 and AR36 - status of 15'Irrigation Easement

John,
Looks like this easement was a leftover from the old Adams Ranch. Public Works does not have a need for this easement.
Finn

From: John A. Miller <JohnMiller@mtnvillage.org>
Sent: Monday, February 3, 2020 3:52 PM
To: Finn KJome <FKJome@mtnvillage.org>
Subject: RE: Lots AR34, AR35 and AR36 - status of 15'Irrigation Easement

Did you happen to get a chance to take a look at this? Thanks again,
J

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



From: John A. Miller
Sent: Tuesday, January 28, 2020 4:23 PM
To: Finn KJome <FKJome@mtnvillage.org>
Subject: FW: Lots AR34, AR35 and AR36 - status of 15'Irrigation Easement

Finn,
When you get a chance can you check out the attached document and correspondence from Michelle and Tom Kennedy below and let me know if there are any issues with this request?

Thanks,
J

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



From: jmahoney@jdreedlaw.com <jmahoney@jdreedlaw.com>
Sent: Tuesday, January 28, 2020 4:12 PM
To: Michelle Haynes <MHaynes@mtnvillage.org>; John A. Miller <JohnMiller@mtnvillage.org>
Cc: Thomas Kennedy <tom@tklaw.net>
Subject: FW: Lots AR34, AR35 and AR36 - status of 15'Irrigation Easement

Michelle, I think I may have mentioned the request below, but wanted to tee this up again.

I would be supportive of the approach Tom is requesting on vacating this irrigation easement with a few additions:

1. Finn should be consulted to ensure the Town doesn't need this easement now or in the future. I doubt it is needed but we should check.
2. Town Council should approve since it is a vacation of a property interest through a class 5 application (minor subdivision), but I don't see the need to require a new plat rather an instrument that would vacate the easement would be approved by Town Council and then recorded.

Tom would like to get this done at the February meeting which we may still have time for but through you or John could coordinate that with him.

Thanks,

Jim

James Mahoney
Attorney



jmahoney@jdreedlaw.com
PO Box 196
Montrose, Colorado 81402
www.jdreedlaw.com

(970) 249-3806

**RESOLUTION OF THE TOWN COUNCIL
OF MOUNTAIN VILLAGE, COLORADO APPROVING A MINOR
SUBDIVISION FOR LOTS AR-34, AR-35 AND AR-36, 102 SINGLETREE RIDGE**

RESOLUTION NO. 2020-0220-_____

- A. William W. Deupree (“Owner 1”) of record of real property described as Lot AR-34, according to the plat recorded June 1, 1999, in Plat Book 1 at Page 2570.
- B. William W. Deupree, Margaret R. Deupree, William W. Deupree, III and A. Reed Deupree (“Owner 2”) of record of real property described as Lot AR-34, according to the plat recorded June 1, 1999, in Plat Book 1 at Page 2570.
- C. William W. Deupree Jr. (“Owner 3”) of record of real property described as Lot AR-36, according to the plat recorded June 1, 1999, in Plat Book 1 at Page 2570.
- D. The Owners have authorized Thomas G. Kennedy, Attorney at Law to pursue the review of the Minor Subdivision application to vacate a town owned irrigation easement on Lots AR-34, AR-35 and AR-36.
- E. The subject irrigation easement was imposed on Lot 613D in conjunction with the platting that occurred in 1990.
- F. Lot 613D was replatted into Lots AR-34, AR-35 and AR-36 in 1999 and the 1999 plat continued to reference the irrigation easement.
- G. The proposed Minor Subdivision will vacate the irrigation easement from the plat and specifically from Lots AR-34, AR-35 and AR-36.
- H. The applicant proposed the amended Lots AR-34, AR-35 and AR-36, 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.
- I. The Town Council considered this application, along with evidence and testimony, at a public meeting held on February 20, 2020
- J. The Owners have addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- K. 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 shall work with Town Staff to record the finalized resolution approving the vacation of the irrigation easement and associated improvement survey plat.
2. The applicant shall pay all necessary fees associated with the recordation of all required documents with the San Miguel County Clerk and Recorders Office.
3. Town Staff and Legal have the authority to provide ministerial changes on any associated legal instruments prior to recordation with the San Miguel County Clerk and Recorders Office, provided the changes are not substantial.

Be It Further Resolved that Lots AR-34, AR-35 and AR-36 may be amended to remove irrigation easement as submitted in accordance with Resolution NO. 2020-0220-__.

Approved by the Town Council at a public meeting February 20, 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

TERMINATION OF 15' IRRIGATION EASEMENT AGREEMENT

THIS TERMINATION OF 15' IRRIGATION EASEMENT (“**Easement Termination**”) made effective as of _____, 2020 (“**Effective Date**”) is made by and between Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado (“**Town**”) and the following persons (collectively “**Landowner**”):

- A. William W. Deupree (also known of record as William W. Deupree, Jr.) and Margaret R. Deupree, as to Lot AR-34 (described below);
- B. William W. Deupree, Margaret R. Deupree, William W. Deupree, III and A. Reed Deupree, as to Lot AR-35 (described below); and
- C. William W. Deupree, Jr. (also known of record as William W. Deupree), as to Lot AR-36 (described below)

The Town and the Landowner also are referred to as the Parties and agree as follows:

RECITALS

1. The respective Landowners are the current fee simple owner of the following described property (“**Subject Property**”):

Lots AR-34, AR-35 and AR-36, Adams Ranch At Town of Mountain Village, according to the plat recorded June 1, 1999 in Plat Book 1 at Page 2570.

2. In connection with the platting of Lot 613D, Town of Mountain Village, a certain “15’ Irrigation Easement” was reflected on the Plat recorded on April 5, 1990 in Plat Book 1, page 1030 (“**1990 Plat**”).

3. Lot 613D was replatted into Lots AR-34, AR-35 and AR-36, per the Plat recorded June 1, 1999 in Plat Book 1 at Page 2570 (“**1999 Plat**”). The 1990 Plat continued to reference the 15’ Irrigation Easement.

4. As currently platted, the 15’ Irrigation Easement crosses over the center of Lots AR-34, AR-35 and AR-36, as the same is depicted on attached **Exhibit “A”**.

5. The 15’ Irrigation Easement is not needed or required for the development and use of Lots AR-34, AR-35 and AR-36; nor is it required by the Town for the use and operation of any Town infrastructure improvements.

6. The Town and the Landowners, by their respective execution of this Easement Termination, wish and intend that: (a) the 15’ Irrigation Easement is hereby fully and finally permanently terminated, vacated and extinguished; and (b) that the 15’ Irrigation Easement no longer benefits any person or entity nor shall it in any way burden any portion of the Subject Property.

7. This Easement Termination may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Scanned/emailed, electronic or facsimile copies of any party’s signature hereon shall be deemed an original for all purposes of this Easement Termination.

8. At a Town Council public meeting held on February 20, 2020, The Town Council approved a Resolution to terminate the irrigation easement, which is recorded at reception no. _____.

Executed and Agreed to by the undersigned.

TOWN:

Town of Mountain Village, a Colorado Home Rule Municipality
and Political Subdivision of the State of Colorado

By: _____ Date: _____

Printed Name: _____

Title: _____

Attest: _____

Town Clerk

STATE OF _____)

) ss

COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2020 by
_____ as the Mayor of The Town of Mountain Village.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

EXHIBIT A

Memo

Agenda Item #21

To: Mayor and Town Council

From: James Mahoney

Date: February 11, 2020

Re: Consideration of a Town Hall Parking and Plaza License Agreement and a Town Hall Parking Management Agreement.

Background and Purpose.

In 2006 when the Town Hall was being constructed jointly by TMVOA and the Town the parties entered into a Development Agreement for how the parties would treat the joint ownership of Town Hall. One of the items that was covered was the use and ownership of the parking facilities in front of Town Hall on Town owned property.

The Development Agreement called for conveyance of an easement consisting of 28 parking spaces to each of the 5 units that comprise Town Hall and that such 28 spaces shall be commonly managed pursuant to parking management agreement. After Town Hall was completed neither the easement nor the parking management agreement were drafted or completed. Therefore, the parties at this time wish to complete these tasks with a few modifications noted below.

License Agreement rather than Easement. Due to the desire for future flexibility and the need for the spaces allocated to the units to be non-exclusive and managed in a fluid nature a license agreement makes more sense than an easement. Therefore, a License Agreement for the spaces has been drafted rather than an easement and still meets the intent of the agreement between the parties.

Number of Spaces. The Development Agreement only calls for the dedication of 28 spaces and the subsequent management of 28 spaces in the management agreement. The genesis of this number is likely in the Town's parking requirements which require 1 space per 1000 square feet of commercial space which comes to roughly 28 spaces for Town Hall. However, in discussions with TMVOA it is very important to them that the number of spaces that are licensed to Town Hall be at 44 spaces and that the entire parking lot is managed as a 1 hour lot, subject to special permits (resident permits currently) which can exceed that limit along the rock wall spaces in order for the grocery and liquor stores to have adequate parking for their needs.

This arrangement would have no impact on the way the parking lot in front of Town Hall currently works. The concern in granting this request would be on any potential need to relocate the spaces should the Town determine there is a higher and better use for the parking lot as it would require the Town to relocate 44 instead of 28 parking spaces to the Gondola Parking Garage. This concern is related primarily to the license agreement.

Town Council should consider if it wants to grant this request for both the license agreement and the management agreement.

Proposed Motions.

Approval as drafted: I move to approve the Town Hall Parking and Plaza License Agreement and the Town Hall Parking Management Agreement.

Approval with Reduction to 28 Spaces: I move to approve the Town Hall Parking and Plaza License Agreement subject to reducing the Licensed Spaces in the License Agreement to 28 spaces from 44 spaces.

**AGREEMENT REGARDING THE REPLAT, DEVELOPMENT,
CONDOMINIUMIZATION, OWNERSHIP AND COST ALLOCATION OF
LOT 1003**

This Agreement is made and entered into this 27th day of September, 2006 by and among the Telluride Mountain Village Resort Company, a Colorado nonprofit corporation, doing business as Mountain Village Owners Association (“MVOA”), the Mountain Village Metropolitan District, a quasi municipal corporation and political subdivision of the State of Colorado (the “District”) and the Town of Mountain Village, a Colorado home rule municipality and political subdivision of the State of Colorado (the “Town”), (collectively, the “Parties”).

RECITALS

- A. District is the current fee title owner of Lot 1003;
- B. The following improvements currently exist in a completed state on Lot 1003: a parking structure, gondola terminals and surface parking (“**Existing Improvements**”);
- C. The Parties have previously jointly agreed to further develop Lot 1003 to provide and construct the following facilities and improvements for the benefit of the Mountain Village owners, guests and residents: Grocery Store; postal facilities; municipal offices and public meeting space; certain gondola terminal improvements; additional landscaping and surface parking (collectively the “**Project**”);
- D. Through various Board and Council resolutions, the Parties determined that it is within their mutual best interests to collaborate in the development, construction, and funding of the Project and upon completion, to jointly own, maintain and operate the Project;
- E. The Project received approval from the Town of Mountain Village Design Review Board on June 23, 2005 and a Building Permit was subsequently issued for the Project consisting of the construction of two commercial buildings, parking lots improvements, plaza and landscaping improvements;
- F. MVOA, as the developer of the Project, has commenced the construction of the Project and estimates that a certificate of occupancy for the Project will be issued on or about mid-July 2006;
- G. Upon completion, the Project will consist of: (i) a two story building which will house a future grocery store (primarily on the first floor) and office and public meeting space primarily on the second floor (“**Grocery Store/Town Hall**”); (ii) a one story building which will house a public postal facility, guest services/ticket

located entirely upon OS-1-E. OS-1-E shall be zoned as Active Open Space. Fee title ownership to Lot 1003R-1 and OS-1-E shall be held by the District. Fee title ownership of Lot 1003R-2 and Lot 1003R-3 shall be held by MVOA.

A. **REPLAT APPLICATION.** The District shall submit and process an application (“**Application**”) with the Town of Mountain Village to replat Lot 1003 as described above. District shall engage the services of a surveyor to create a plat (“**Plat**”) to be submitted with the Application.

B. **CONVEYANCE OF FEE TITLE OWNERSHIP.** Within twenty (20) days after approval of the Application by the Town of Mountain Village, District shall cause the Plat to be recorded in the records of the San Miguel County Clerk and Recorder and execute and deliver to MVOA a quit claim deed conveying fee title ownership to MVOA of Lots 1003R-2 and 1003R-3. District shall also execute and deliver to MVOA an access easement agreement providing for pedestrian and vehicular ingress and egress over OS-1-E to and from Lots 1003R-2 and 1003R-3 and a Parking Easement (described below) providing parking rights to twenty-eight (28) parking spaces on OS-1-E to satisfy the Town’s parking requirements for the Grocery Store/Town Hall and the Postal/Retail Building.

3. **PROJECT CONDOMINIUMIZATION.** The Parties have determined that upon completion of the construction of the Project, Lot 1003R-2 and Lot 1003R-3 shall be condominiumized into five (5) individual condominium units (“**Condominium Units**”) and certain general and limited common elements as generally depicted and designated in **Exhibit “B”**.

A. MVOA shall prepare a Declaration of Covenants, Conditions and Restrictions and a Condominium Map (“**Condominium Documents**”) in accordance with the Colorado Common Interest Ownership Act (CRS § 38-33.3-101 *et seq*) and Articles of Incorporation, Bylaws and a Budget (“**Association Documents**”) for the creation of a condominium owners association (“**Association**”) for review and approval by District and Town staff by July 7, 2006.

B. Within ten (10) days after the issuance of a certificate of occupancy for the Project by the Town, MVOA shall record the Condominium Documents with the San Miguel County Clerk and Recorder.

C. Within ten (10) days after the issuance of a certificate of occupancy for the Project by the Town, MVOA shall finalize the Association Documents and file the Articles of Incorporation with the Colorado Secretary of State and complete all other actions necessary to form the Association in accordance with the Colorado Nonprofit Corporation Code and the Colorado Common Interest Ownership Act (CRS § 38-33.3-101 *et seq*).

D. The allocated interests and voting rights appurtenant to each Condominium Unit shall be allocated in portion to the square footage contained within each Condominium Unit in relation to the square footage of all Condominium Units.

E. The Condominium Documents and the Association Documents shall provide that the Association's Executive Board shall consist of two (2) members. Those initial members shall be designated as being the Mayor of the Town and the President of MVOA. All decisions regarding the management, operation and control of the Association shall be determined by the unanimous consent of the Executive Board of the Association to the extent allowed by Colorado law. To the extent allowed by Colorado law, all decisions requiring the vote of the owners of the Condominium Units under the Condominium Documents and the Association Documents shall be determined by the unanimous consent of the owners. The Association shall adopt dispute resolution procedures in the event that the Executive Board and/or owners cannot reach unanimous agreement.

F. The Parties shall share equally in the costs incurred in establishing a condominium regime and Association in accordance with this Section.

4. **CONDOMINIUM UNIT OWNERSHIP.** Within five (5) days after the recordation of the Condominium Documents, MVOA shall (i) execute and deliver a quit claim deed for the Town Hall Unit conveying fee title ownership to MVOA, District and Town as equal tenants in common and (ii) execute and deliver a quit claim deed for the Post Office Unit conveying fee title ownership to the District. Thereafter, the ownership of the Condominium Units shall be as follows:

A. **MVOA OWNERSHIP:**

- i. MVOA shall own an undivided one-third (1/3) interest in the Town Hall Unit located on the first and second floors of the Grocery/Town Hall (which shall consist of of approximately five hundred sixty three (563) square feet on the first floor (entrance and elevator machine room) and eleven thousand two hundred eighty two (11,282) square feet on the second floor and a limited common element consisting of one thousand three hundred fifteen (1,315) square feet of exterior deck and stair space which shall be for the exclusive use and benefit of the Town Hall Unit.)
- ii. MVOA shall own 100% of the Grocery Store Unit located on both the first and second floors of the Grocery/Town Hall Building (which shall consist of approximately thirteen thousand nine hundred eighty seven (13,987) square feet on the first floor and approximately five hundred twelve (512) square feet on the second floor with a total area of approximately fourteen thousand four hundred ninety-nine (14,499) square feet.)

- iii. MVOA shall own 100% of Retail Unit located in the Retail/Postal Building (which shall consist of approximately eight hundred sixty four (864) square feet.)
- iv. MVOA shall own 100% of the Ticket Office Unit located in the Retail/Postal Building (which shall consist of approximately eighty four (84) square feet.)

B. DISTRICT OWNERSHIP.

- i. District shall own an undivided one-third (1/3) interest in the Town Hall Unit located on the first and second floors of the Grocery/Town Hall Unit.
- ii. District shall own 100% of the Post Office Unit located in the Retail/Postal Building consisting of approximately three hundred ninety (390) square feet.

C. TOWN OWNERSHIP.

- i. The Town shall own an undivided one-third (1/3) interest in the Town Hall Unit.

D. RIGHT OF FIRST REFUSAL FOR UNITS OWNED BY MVOA.

MVOA agrees to grant to the Town a right of first refusal to purchase the Grocery Store Unit, the Retail Unit and the Ticket Office Unit in the event that MVOA decides to sell, transfer or convey the any or all of such units to any third party. In the event that MVOA decides to offer the Grocery Store Unit for sale or receives an offer to purchase the Grocery Store Unit, the Retail Unit and/or the Ticket Office Unit from a third party, MVOA shall first provide the Town with the opportunity to purchase such unit(s) on the same terms and conditions of the third party offer. Prior to the conveyance of Lots 1003R-2 and 1003R-3, MVOA and the Town shall enter into a written agreement memorializing the terms and conditions of the right of first refusal which shall be recorded in the records of the San Miguel County Clerk and Recorder after the Condominium Documents have been recorded and the Grocery Store Unit, the Retail Unit and the Ticket Office Unit have been legally created.

D. RIGHT OF FIRST REFUSAL FOR POST OFFICE UNIT OWNED

BY DISTRICT. District agrees to grant to MVOA a right of first refusal to purchase the Post Office Unit in the event that District decides to sell, transfer or convey the Post Office Unit to any third party. In the event that District decides to offer the Post Office Unit for sale or receives an offer to purchase the Post Office Unit from a third party, District shall first provide MVOA with the opportunity to purchase the Post Office Unit on the same terms and conditions of the third party offer. Prior to and as a condition of the conveyance of Lots 1003R-2 and 1003R-3, MVOA and District shall enter into a

written agreement memorializing the terms and conditions of the right of first refusal which shall be recorded in the records of the San Miguel County Clerk and Recorder after the Condominium Documents have been recorded and the Post Office Unit has been legally created.

E. **COMMON OWNERSHIP AGREEMENT.** MVOA, Town and District shall enter into an agreement that provides for the joint operation, management, maintenance and use of the Town Hall Unit by such parties. All matters pertaining to the operation of the Town Hall Unit including without limitation, (1) the lease of any portion or the entirety of the Town Hall Unit; (2) allocation of costs among the parties; (3) the sale of any portion or of the entirety of the Town Hall Unit by one or all parties; and (4) any subdivision of the Town Hall Unit into one or more additional units shall require the unanimous consent of the Town, MVOA and District. The agreement shall also contain provisions for the sale of any party's interest in the Town Hall Unit which requires that a party ("Initiating Owner") desiring to buy-out the other parties ("Responding Owners") shall make an offer for the purchase of the Responding Parties' interest at a specified price. If the Responding Parties do not desire to sell their interest then they shall be required to purchase the interest of the Initiating Owner at the prorate price specified in the Initiating Owner's offer. Prior to and as a condition of the conveyance of Lots 1003R-2 and 1003R-3, MVOA and District shall enter into a written agreement memorializing the terms and conditions of the right of first refusal which shall be recorded in the records of the San Miguel County Clerk and Recorder after the Condominium Documents have been recorded and the Town Hall Unit has been legally created.

F. **PARKING EASEMENT AND PARKING OPERATIONS PLAN.** MVOA, Town and District shall enter into a parking easement agreement ("**Parking Easement**") wherein twenty-eight (28) of the parking spaces located on OS-1-E shall be individually designated for the use of the owners, guest, agents, employees and invitees of each of the five condominium units. The number of spaces designated to each unit shall be determined in connection with the Town's Land Use Ordinance and Design Regulations. None of the designated parking spaces subject to the Parking Easement may be sold, transferred or conveyed to a party who is not an owner of the unit to which the parking space is designated. MVOA, Town and District shall also enter into a Parking Operations Plan wherein the parties shall agree that all of the designated parking spaces subject to the Parking Easement shall be subject to the use and control of the District and that initially no parking greater than one hour in length shall be allowed in any of the parking spaces located on OS-1-E by any party include the employees of MVOA, Town and District. In the event that any of the condominium units is sold to a third party, such third party may elect to remove its designated parking space subject to the Parking Easement from the Parking Operation Plan and may use the designated parking space as provided under the Parking Easement . If a space is removed from the Parking Operation Plan, the owner of the such space(s) shall pay to District an annual maintenance fee associated with the maintenance and repair of such space in proportion to the number of total spaces located on OS-1-E. Prior to the conveyance of Lots 1003R-2 and 1003R-3, MVOA, Town and District shall enter into a ParkingEasement and Parking Operation

Plan which shall be recorded in the records of the San Miguel County Clerk and Recorder after the Condominium Documents have been recorded and individual condominium units have been legally created.

5. **PROJECT COST ALLOCATIONS.** MVOA has commenced construction of the Project and shall cause the Project to be completed on or about mid-July 2006. The Parties have agreed to jointly share in the costs of the development and construction of the Project. The costs of development and construction of the Project include, without limitation, land costs, architectural fees, surveyor fees, replat fees, water and sewer tap fees, building permit and review fees, furniture, fixtures and equipment and all "hard" construction costs ("Project Construction Costs"). A budget setting forth the estimated Project Construction Costs as of May 25, 2006, is attached hereto as **Exhibit "C"**. The Project Construction Costs shall be initially specifically allocated where feasible and secondly shall be allocated by space (i.e. Grocery Store Unit, Town Hall Unit, Retail Unit, Post Office Unit and common elements) ("**Unit Cost Allocation**"). The Unit Cost Allocation shall be further allocated on the basis of percentage of ownership of the various Units. In the event that the final actual Project Construction Costs exceed those costs set forth in **Exhibit "C"**, the Parties shall jointly share in the final actual Project Construction Costs in accordance with the allocations formulas set forth herein.

6. **OPERATIONAL COST ALLOCATIONS.** MVOA, District and Town shall share equally in the operational and maintenance costs of the Town Hall Unit. District shall assume 100% responsibility for the operational and maintenance costs of the Post Office Unit and the surface parking lot and landscaping located on OS-1-E. MVOA shall assume 100% responsibility for the operational and maintenance costs of the Grocery Store Unit, Retail Unit and Ticket Office Unit.

A. There is not a separate utility meter for the snow melt facilities and the provision of gas service to the Retail Unit, Post Office Unit and Ticket Office Unit. All utilities bills and costs will be billed directly to the District by the appropriate utility companies. District shall assess each of the Retail Unit, Post Office Unit and Ticket Office Unit a flat monthly fee of \$80. The owners of such units shall be entitled to obtain copies of all utility invoices upon request. The monthly fee will be adjusted on an annual basis to reflect any actual increase or decrease in the cost of the utility service provided.

7. **CERTAIN CONTRIBUTIONS MADE BY THE PARTIES.** The Town shall receive credit for its contribution of the Building Permit and review fees and construction use taxes related to the Project as detailed in **Exhibit "C"**. The District shall receive credit for its contribution of land and water and sewer tap fees related to the Project as detailed in **Exhibit "C"**.

8. **MISCELLANEOUS.**

A. **NOTICE.** Any notices required to be delivered hereunder or pursuant to the Governing Documents shall be by U.S certified mail, return receipt requested, or by

personal delivery. The addresses of the Parties for the delivery of any notices required by this Agreement or the Governing Documents are:

Mountain Village Owners Association
ATTN: President
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435 (970) 728-8000

Town of Mountain Village
ATTN: Mayor
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435 (970) 728-8000

Mountain Village Metropolitan District
ATTN: President
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435 (970) 728-8000

Notice shall be considered delivered, if sent by U.S. certified mail, on the date indicated upon the return receipt; or, upon receipt if delivered in person.

B. 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.

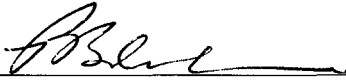
C. ASSIGNMENT. The parties hereto agree that upon dissolution of the District, this Agreement and all of the District's rights, duties and obligations hereunder shall be assigned to the Town without further action by the District or the other Parties hereto, provided that, such obligations and duties hereunder are assumed in writing by the Town. Notwithstanding the aforementioned, in no event shall the District dissolve unless the Town assumes such obligations and duties. Excepting any assignment by the District to the Town as described above, this Agreement may not be assigned by the Parties hereto without the prior written consent of the Parties hereto.

D. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

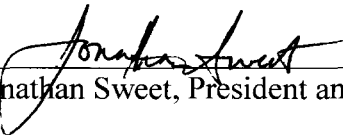
E. ENFORCEMENT. In the event it shall become necessary for either party to employ legal counsel to enforce the terms and provisions of this Agreement, the prevailing party in any such action shall be entitled to recover from the non-prevailing party its expenses incurred in connection therewith, including reasonable attorneys' fees.

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

MOUNTAIN VILLAGE METROPOLIT DISTRICT, a quasi municipal corporation and political subdivision of the State of Colorado

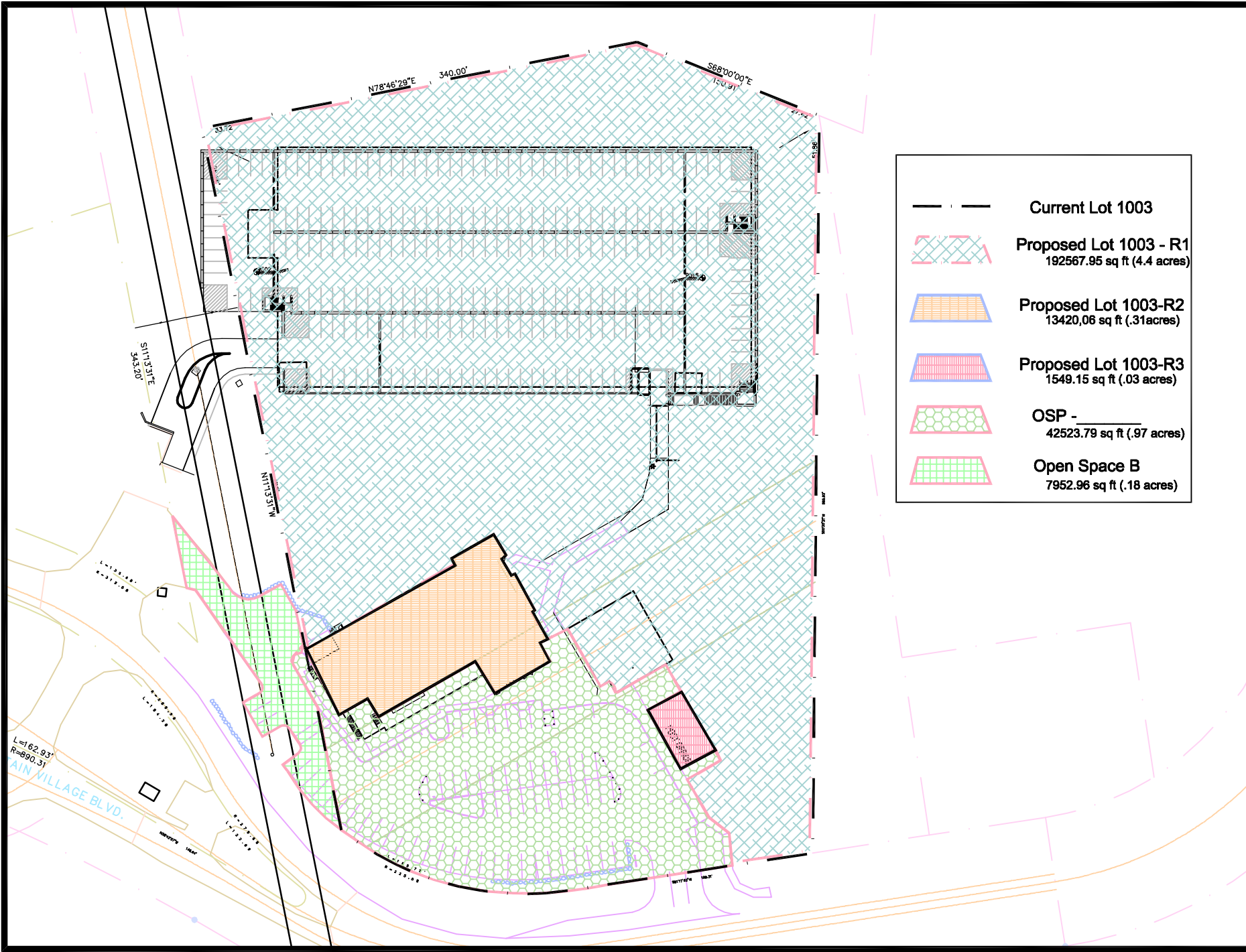
By: 
Phil Evans, President and Chairman

MOUNTAIN VILLAGE OWNERS ASSOCIATION, a Colorado nonprofit corporation

By: 
Jonathan Sweet, President and Chairman

TOWN OF MOUNTAIN VILLAGE, a political subdivision of the State of Colorado

By: 
Davis Fansler, Mayor



Scale: 1" = 100'
5-25-06

Exhibit A



GROCERY STORE
13,987 SQFT

GROCERY STORE MUNICIPAL OFFICES

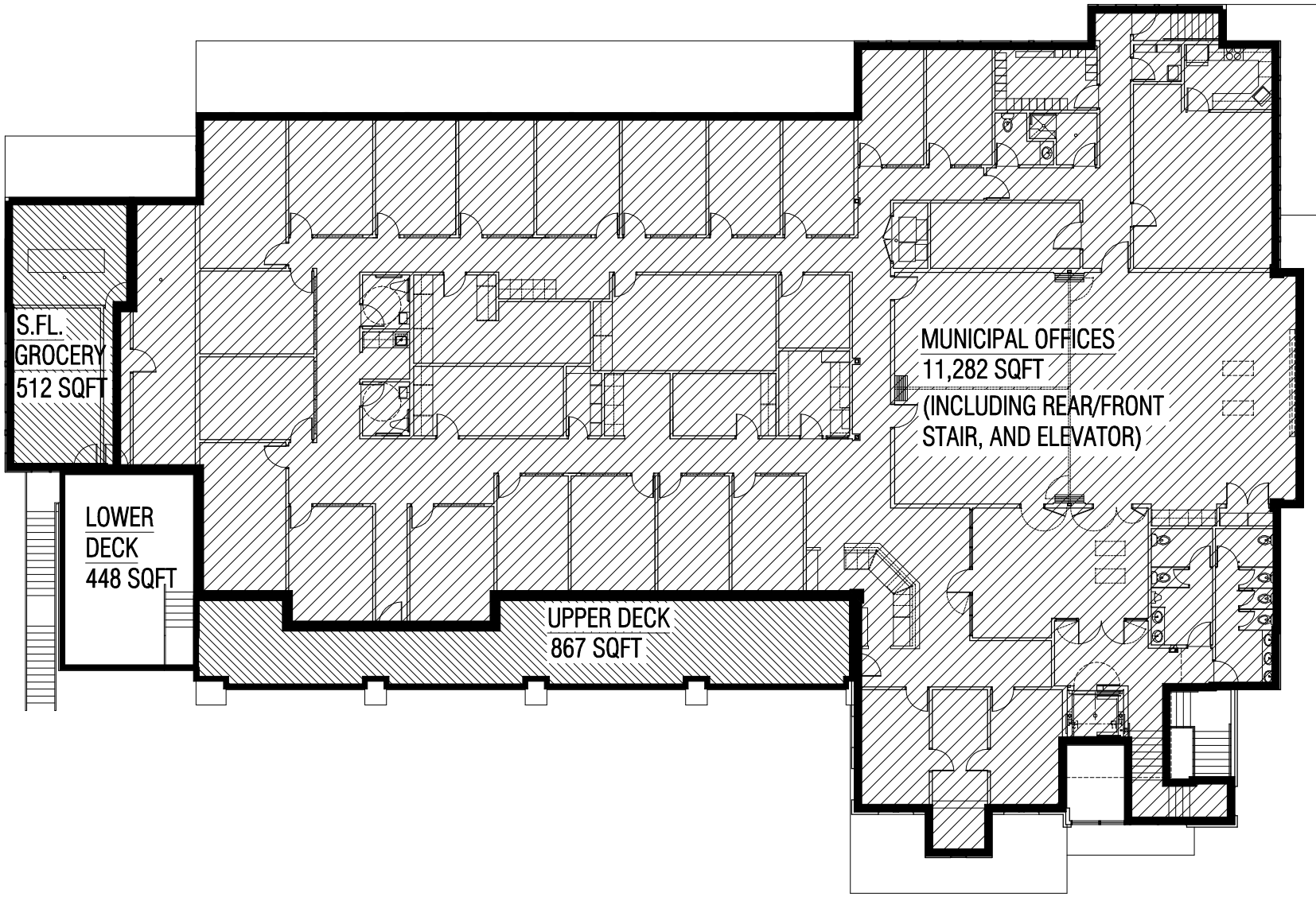
FIRST FLOOR	13,987 SQFT	563 SQFT
SECOND FLOOR	512 SQFT	11,282 SQFT
UPPER DECK		867 SQFT
LOWER DECK		448 SQFT

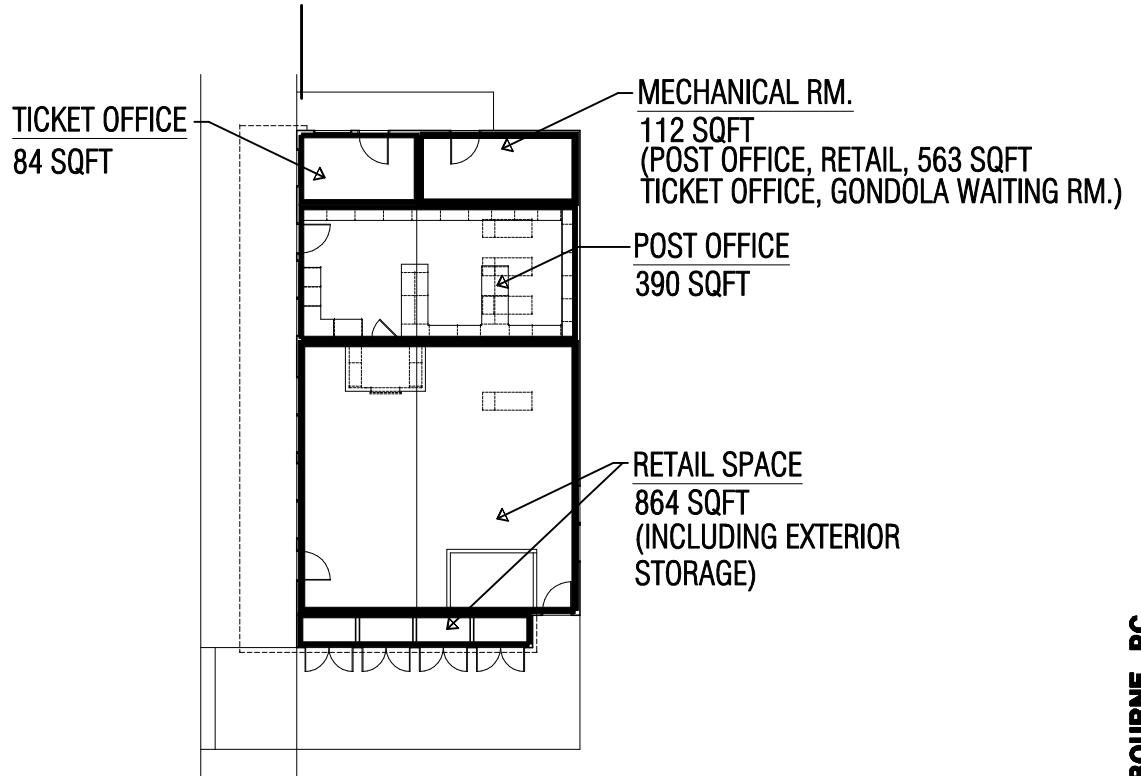
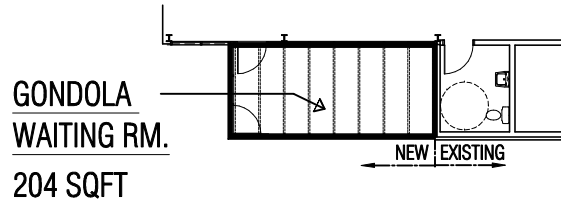
MUNICIPAL OFFICES
563 SQFT
(INCLUDING ELEVATOR,
& MACH RM, STAIR)

<u>302</u> TOTALS	14,499 SQFT	13,160 SQFT
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FIRST FLOOR 4/25/06







FIRST FLOOR POST OFFICE BUILDING
AND GONDOLA WAITING RM.

**Mountain Village
Exhibit C-Lot 1003 Development Project**

Table I-Allocation Percentages for the Various Units, Based on Square Footages

Area Calculations				# 1	# 2	#3
				Full Allocation	Ex Gondola	Ex PO/Gond
	Sq Ft	Multiplier		%	%	%
Market	14,499	1.00	14,499	50.66%	51.16%	53.70%
Town Hall	11,845	1.00	11,845	41.39%	41.80%	43.87%
Decks	1,315	0.50	658	2.30%	2.32%	2.44%
Total Main Building Area			27,002			
Retail Unit			864	3.02%	3.05%	
Post Office Unit			390	1.36%	1.38%	
Ticket Office Unit			84	0.29%	0.30%	
Total Retail/Postal Area			1,338		100.00%	
Gondola/Bathroom			280	0.98%		
Total Project Area			28,620	100.00%		

Mountain Village
Exhibit C-Lot 1003 Development Project

Table II-Project Budget and Allocation of Project Budget

Scheduled Values	Entire Project	Market	Town Hall	Retail	Post Of	Ticket Of	Gondola	Total
#1		50.66%	43.69%	3.02%	1.36%	0.29%	0.98%	100.00%
#2		51.16%	44.12%	3.05%	1.38%	0.30%	0.00%	100.00%
#3		53.70%	46.30%	0.00%	0.00%	0.00%	0.00%	100.00%
Spec Alloc								
Contingency	50,000.00	25,330.63	21,842.62	1,509.46	681.35	146.75	489.18	50,000.00
Div. 01-General Conditions								
Equip Rental	30,000.00	15,198.38	13,105.57	905.68	408.81	88.05	293.51	30,000.00
Final Clean	6,351.00	3,217.50	2,774.45	191.73	86.55	18.64	62.14	6,351.00
Fuel	1,050.00	531.94	458.70	31.70	14.31	3.08	10.27	1,050.00
General labor	55,500.00	28,117.00	24,245.31	1,675.50	756.30	162.90	542.99	55,500.00
Office Trailer	9,000.00	4,559.51	3,931.67	271.70	122.64	26.42	88.05	9,000.00
Phone Costs	3,500.00	1,773.14	1,528.98	105.66	47.69	10.27	34.24	3,500.00
Porta Potty	5,880.00	2,978.88	2,568.69	177.51	80.13	17.26	57.53	5,880.00
Postage	1,500.00	759.92	655.28	45.28	20.44	4.40	14.68	1,500.00
Post Office	12,000.00	-	-	12,000.00	-	-	-	12,000.00
Reproductions	5,000.00	2,533.06	2,184.26	150.95	68.14	14.68	48.92	5,000.00
Signage	500.00	253.31	218.43	15.09	6.81	1.47	4.89	500.00
Site Supervis	160,000.00	81,058.02	69,896.40	4,830.27	2,180.33	469.61	1,565.37	160,000.00
Snow Removal	15,000.00	7,599.19	6,552.79	452.84	204.41	44.03	146.75	15,000.00
Spec. Testing	17,000.00	8,612.41	7,426.49	513.22	231.66	49.90	166.32	17,000.00
Survey	12,000.00	6,079.35	5,242.23	362.27	163.52	35.22	117.40	12,000.00
Temp Fencing	12,000.00	6,079.35	5,242.23	362.27	163.52	35.22	117.40	12,000.00
Temp Heat	35,192.50	17,828.96	15,373.93	1,062.43	479.57	103.29	344.31	35,192.50
Trash Removal	23,649.36	11,981.06	10,331.28	713.96	322.27	69.41	231.37	23,649.36
Utility Bills	6,000.00	3,039.68	2,621.11	181.14	81.76	17.61	58.70	6,000.00
Vehicle Expense	6,000.00	3,039.68	2,621.11	181.14	81.76	17.61	58.70	6,000.00
Window Clean	5,630.00	2,852.23	2,459.48	169.97	76.72	16.52	55.08	5,630.00
Winter Condit	17,500.00	8,865.72	7,644.92	528.31	238.47	51.36	171.21	17,500.00
Total Div. 01	440,252.86	216,958.31	187,083.33	24,928.61	5,835.83	1,256.95	4,189.83	440,252.86
Div. 02								
Asphalt	70,000.00	35,813.26	30,881.81	2,134.12	963.32	207.48	-	70,000.00
Boulder Walls	45,000.00	23,022.81	19,852.59	1,371.94	619.28	133.38	-	45,000.00
De-Watering	1,000.00	511.62	441.17	30.49	13.76	2.96	-	1,000.00
Entry Monument	10,000.00	5,116.18	4,411.69	304.87	137.62	29.64	-	10,000.00
Excavation	142,000.00	71,938.99	62,033.05	4,286.87	-	-	3,741.09	142,000.00
Gravel	2,500.00	1,279.05	1,102.92	76.22	34.40	7.41	-	2,500.00
Landscape	50,000.00	25,580.90	22,058.43	1,524.37	688.09	148.20	-	50,000.00
Micro Piles	115,000.00	58,836.08	50,734.40	3,506.06	1,582.60	340.87	-	115,000.00
Remediation	16,000.00	8,185.89	7,058.70	487.80	220.19	47.42	-	16,000.00
Site Preparation	130,000.00	66,510.35	57,351.93	3,963.37	1,789.02	385.33	-	130,000.00
Utilities	108,006.00	54,717.20	47,182.69	3,260.62	1,471.81	317.00	1,056.68	108,006.00
Wetlands	10,000.00	5,369.70	4,630.30	-	-	-	-	10,000.00
Total Div. 02	699,506.00	356,882.03	307,739.68	20,946.73	7,520.08	1,619.71	4,797.77	699,506.00
Div. 03								
Borings	1,000.00	536.97	463.03	-	-	-	-	1,000.00
Conc Stair	5,000.00	2,684.85	2,315.15	-	-	-	-	5,000.00
Foundation	100,650.00	35,942.50	35,942.50	23,665.00	-	-	5,100.00	100,650.00
Rigid Foam In	16,047.36	8,210.12	7,079.59	489.24	220.84	47.57	-	16,047.36
Site Work	56,000.00	28,650.61	24,705.45	1,707.30	770.66	165.99	-	56,000.00
Slab on Grade	94,639.00	48,419.02	41,751.76	2,885.30	1,302.39	280.52	-	94,639.00
Total Div. 03	273,336.36	124,444.07	112,257.48	28,746.85	2,293.89	494.07	5,100.00	273,336.36
Div. 04								
Angle Iron	1,600.00	859.15	740.85	-	-	-	-	1,600.00
Blockwork	7,000.00	3,329.22	2,870.78	-	-	-	800.00	7,000.00
Capstones	14,685.00	7,885.41	6,799.59	-	-	-	-	14,685.00
Stone Veneer	108,150.00	58,073.32	50,076.68	-	-	-	-	108,150.00
Tent and Heat	5,000.00	2,684.85	2,315.15	-	-	-	-	5,000.00
Total Div. 04	136,435.00	72,831.95	62,803.05	-	-	-	800.00	136,435.00
Div. 05								
Architectural Steel	93,900.00	50,421.50	43,478.50	-	-	-	-	93,900.00
Metal Siding	38,050.00	12,768.08	11,009.92	12,097.00	-	-	2,175.00	38,050.00
Misc Metals	10,500.00	2,738.55	2,361.45	3,563.00	-	-	1,837.00	10,500.00
Snowguards	9,151.00	3,094.02	2,667.98	1,562.00	-	-	1,827.00	9,151.00
Stuct. Steel	173,766.00	93,307.16	80,458.84	-	-	-	-	173,766.00
Total Div. 05	325,367.00	162,329.30	139,976.70	17,222.00	-	-	5,839.00	325,367.00
Div. 06								
Backout Carp	10,000.00	5,369.70	4,630.30	-	-	-	-	10,000.00
Fasteners	12,000.00	6,121.46	5,278.54	600.00	-	-	-	12,000.00
Finish Carpentry	80,000.00	40,138.52	34,611.48	4,450.00	-	-	800.00	80,000.00
Misc Costs	15,000.00	7,547.12	6,507.88	825.00	-	-	120.00	15,000.00
Rgh Carpentry	390,000.00	199,531.04	172,055.79	11,890.12	5,367.07	1,155.98	-	390,000.00
Rgh. Lmbr	211,155.00	108,030.71	93,154.97	6,437.58	2,905.85	625.88	-	211,155.00
Roof Trusses	71,500.00	36,580.69	31,543.56	2,179.85	983.96	211.93	-	71,500.00
Trim Int.	10,000.00	5,116.18	4,411.69	304.87	137.62	29.64	-	10,000.00
Total Div. 06	799,655.00	408,435.42	352,194.21	26,687.43	9,394.50	2,023.43	920.00	799,655.00
Div. 07								
Air Filtration	2,500.00	1,279.05	1,102.92	76.22	34.40	7.41	-	2,500.00
Batt Insulation	45,627.00	23,343.60	20,129.20	1,391.05	627.91	135.24	-	45,627.00
EPDM	8,230.00	4,419.26	3,810.74	-	-	-	-	8,230.00

Mountain Village
Exhibit C-Lot 1003 Development Project

Table II-Project Budget and Allocation of Project Budget

Scheduled Values	Entire Project	Market	Town Hall	Retail	Post Of	Ticket Of	Gondola	Total
Flash/Sh.Meta	5,000.00	2,416.37	2,083.63	300.00	-	-	200.00	5,000.00
Gutters	20,169.00	4,544.38	3,918.62	9,195.00	-	-	2,511.00	20,169.00
Roofing	135,000.00	69,068.44	59,557.77	4,115.81	1,857.83	400.15	-	135,000.00
Sealants	8,000.00	4,092.94	3,529.35	243.90	110.09	23.71	-	8,000.00
Total Div. 07	224,526.00	109,164.03	94,132.24	15,321.98	2,630.23	566.51	2,711.00	224,526.00
Div. 08								
Doors & Jambs	28,500.00	-	24,000.00	4,000.00	-	-	500.00	28,500.00
Finish Hardware	25,020.00	-	21,000.00	3,000.00	-	-	1,020.00	25,020.00
Garage Doors	6,000.00	3,221.82	2,778.18	-	-	-	-	6,000.00
Glazing	5,500.00	2,684.85	2,315.15	500.00	-	-	-	5,500.00
Keying	3,500.00	3,000.00	-	500.00	-	-	-	3,500.00
Shower Doors	300.00	300.00	-	-	-	-	-	300.00
Storefront door	99,359.45	23,674.72	20,414.73	-	-	-	55,270.00	99,359.45
Velux Skylite	9,100.00	9,100.00	-	-	-	-	-	9,100.00
Windows & ext	55,500.00	28,394.80	24,484.86	1,692.06	763.77	164.51	-	55,500.00
Total Div. 08	232,779.45	70,376.19	94,992.92	9,692.06	763.77	164.51	56,790.00	232,779.45
Div. 09								
Carpet/Pad	45,000.00	-	45,000.00	-	-	-	-	45,000.00
Countertops	3,650.00	-	3,650.00	-	-	-	-	3,650.00
Drywall	118,163.00	59,862.87	51,619.80	3,567.25	1,610.22	346.82	1,156.05	118,163.00
Painting	78,000.00	-	70,000.00	3,000.00	2,000.00	1,000.00	2,000.00	78,000.00
Rubber Base	1,000.00	402.73	347.27	150.00	50.00	50.00	-	1,000.00
Signage	3,000.00	1,476.67	1,273.33	150.00	50.00	50.00	-	3,000.00
Stucco	49,220.00	25,181.84	21,714.32	1,500.59	677.35	145.89	-	49,220.00
Suspen Ceiling	18,986.00	9,713.58	8,376.03	578.84	261.28	56.28	-	18,986.00
Tile Ceramic	4,500.00	2,302.28	1,985.26	137.19	61.93	13.34	-	4,500.00
Tile Stone	27,720.00	14,182.05	12,229.20	845.11	381.47	82.16	-	27,720.00
Tile Install	23,000.00	11,767.22	10,146.88	701.21	316.52	68.17	-	23,000.00
Sheet Vinyl	4,500.00	2,302.28	1,985.26	137.19	61.93	13.34	-	4,500.00
Total Div. 09	376,739.00	127,191.52	228,327.35	10,767.39	5,470.70	1,826.00	3,156.05	376,739.00
Div. 10								
Accordian Walls	25,000.00	-	25,000.00	-	-	-	-	25,000.00
Bath Accessor	7,500.00	4,027.28	3,472.72	-	-	-	-	7,500.00
Clock	14,000.00	7,517.58	6,482.42	-	-	-	-	14,000.00
Flagpole	5,000.00	2,684.85	2,315.15	-	-	-	-	5,000.00
Lockers	5,000.00	2,684.85	2,315.15	-	-	-	-	5,000.00
PO Boxes	31,880.00	-	-	31,880.00	-	-	-	31,880.00
Stall Dividers	4,000.00	2,147.88	1,852.12	-	-	-	-	4,000.00
Total Div. 10	92,380.00	19,062.44	41,437.56	31,880.00				92,380.00
Div. 11								
Appliances	3,500.00	-	3,500.00	-	-	-	-	3,500.00
Hand Driers	3,000.00	1,610.91	1,389.09	-	-	-	-	3,000.00
Total Div. 11	6,500.00	1,610.91	4,889.09					6,500.00
Div. 12								
Cabinets	21,100.00	-	18,000.00	3,100.00	-	-	-	21,100.00
Window Cover	13,000.00	-	13,000.00	-	-	-	-	13,000.00
Total Div. 12	34,100.00		31,000.00	3,100.00				34,100.00
Div. 14								
Elevator	60,470.00	32,470.59	27,999.41	-	-	-	-	60,470.00
Total Div. 14	60,470.00	32,470.59	27,999.41					60,470.00
Div. 15								
Fire Systems	68,500.00	36,782.46	31,717.54	-	-	-	-	68,500.00
HVAC	275,000.00	147,666.80	127,333.20	-	-	-	-	275,000.00
Plum/Fix/Tri	20,000.00	10,202.43	8,797.57	-	-	-	1,000.00	20,000.00
Plumbing	90,000.00	46,179.43	39,820.57	1,000.00	-	-	3,000.00	90,000.00
Snowmelt System	140,000.00	65,617.75	56,582.25	15,000.00	-	-	2,800.00	140,000.00
Total Div. 15	593,500.00	306,448.88	264,251.12	16,000.00			6,800.00	593,500.00
Div. 16								
Alarm Syst.	22,000.00	11,813.34	10,186.66	-	-	-	-	22,000.00
Communications	25,000.00	13,424.25	11,575.75	-	-	-	-	25,000.00
Electric Serv	226,530.00	114,762.96	98,960.20	6,838.76	3,086.94	664.88	2,216.27	226,530.00
Ext Light Fixt	38,600.00	19,748.46	17,029.11	1,176.82	531.20	114.41	-	38,600.00
Telephone	20,000.00	10,739.40	9,260.60	-	-	-	-	20,000.00
Temp power	8,000.00	4,295.76	3,704.24	-	-	-	-	8,000.00
TV	2,000.00	1,073.94	926.06	-	-	-	-	2,000.00
Total Div. 16	342,130.00	175,858.12	151,642.60	8,015.58	3,618.14	779.29	2,216.27	342,130.00
Subtotal	4,637,676.67	2,184,063.76	2,100,726.76	213,308.63	37,527.15	8,730.46	93,319.92	4,637,676.67
Div. 19								
General Liability	16,750.00	8,485.76	7,317.28	505.67	228.25	49.16	163.87	16,750.00
Overhead and Fee	278,236.62	140,958.18	121,548.36	8,399.74	3,791.55	816.64	2,722.14	278,236.62
Preconstruction serv	38,007.90	19,255.28	16,603.85	1,147.43	517.94	111.56	371.85	38,007.90
Total Div. 19	332,994.52	168,699.23	145,469.49	10,052.84	4,537.74	977.36	3,257.86	332,994.52
Sub Total Construction	5,020,671.19	2,378,093.62	2,268,038.87	224,870.93	42,746.24	9,854.58	97,066.96	5,020,671.19

Land	300,540.00	153,761.69	132,588.84	9,162.71	4,135.94	890.82	-	300,540.00
Building Permits	77,000.00	39,009.17	33,637.64	2,324.57	1,049.28	226.00	753.33	77,000.00
Tap Fees	142,000.00	72,649.76	62,645.95	4,329.22	1,954.16	420.90	-	142,000.00
Relocation of Phones, ARF	10,000.00	-	10,000.00	-	-	-	-	10,000.00
Architectural Fees	312,000.00	158,063.14	136,297.98	9,419.03	4,251.65	915.74	3,052.46	312,000.00

Mountain Village
Exhibit C-Lot 1003 Development Project

Table II-Project Budget and Allocation of Project Budget

Scheduled Values	Entire Project	Market	Town Hall	Retail	Post Of	Ticket Of	Gondola	Total
Insurance	30,000.00	15,198.38	13,105.57	905.68	408.81	88.05	293.51	30,000.00
Engineering	6,000.00	3,039.68	2,621.11	181.14	81.76	17.61	58.70	6,000.00
Soils Testing	12,000.00	6,443.64	5,556.36	-	-	-	-	12,000.00
Public Noticing	1,500.00	759.92	655.28	45.28	20.44	4.40	14.68	1,500.00
Legal	6,247.00	3,164.81	2,729.02	188.59	85.13	18.34	61.12	6,247.00
	897,287.00	452,090.19	399,837.76	26,556.22	11,987.18	2,581.85	4,233.80	897,287.00
Furniture, Fixtures & Equipment	293,000.00	-	293,000.00	-	-	-	-	293,000.00
	6,210,958.19	2,830,183.81	2,960,876.62	251,427.15	54,733.43	12,436.43	101,300.76	6,210,958.19

Mountain Village
Exhibit C-Lot 1003 Development Project

Table III-Settlement of Allocated Costs and Associated Credits

	Total	MVMD	Town	MVOA
Market	2,830,184	-	-	2,830,184
Town Hall	2,960,877	986,959	986,959	986,959
Retail	251,427	-	-	251,427
Post Office	54,733	54,733	-	-
Ticket Office	12,436	-	-	12,436
Gondola	101,301	-	-	101,301
Subtotal-Allocated Cost	6,210,958	1,041,692	986,959	4,182,307
Less:Credits				
Land Value	(300,540)	(300,540)	-	-
Tap Fees	(142,000)	(142,000)	-	-
Building Permit Fees	(77,000)	-	(77,000)	-
	(519,540)	(442,540)	(77,000)	-
Net-Allocated Cost	5,691,418	599,152	909,959	4,182,307

TOWN TMVOA TOWN HALL GROCERY PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**License Agreement**”) is entered into this 28th day of January, 2020, by the Town of Mountain Village, a municipal corporation and political subdivision of the State of Colorado (the “**Town**”) and Telluride Mountain Village Owners Association, a Colorado nonprofit corporation (“**TMVOA**”).

RECITALS

A. The Town is the successor in interest to the Mountain Village Metropolitan District, a special district and political subdivision of the State of Colorado (the “**District**”).

B. The Town owns Open Space Tract 1E, Town of Mountain Village which is an active open space parcel containing an existing surface parking lot (the “**Town Hall Parking Lot**”). The Town Hall Parking Lot includes fifty-two (52) total spaces including three (3) ADA spaces (the “**Town Hall Parking Spaces**”) as shown on Exhibit A.

C. TMVOA is the owner of Unit A, Mountain Village Condominiums pursuant to the map recorded in the Official Records of the San Miguel County Clerk and Recorder’s office (“**Official Records**”) at reception number 389460 (the “**Grocery and Liquor Store Unit**”). A portion of Unit A, consisting of approximately twelve thousand six hundred (12,600) square feet is being used as a grocery store (the “**Grocery Store Premises**”). A portion of Unit A, consisting of approximately fourteen hundred and sixty (1460) square feet is being used as a liquor store (the “**Liquor Store Premises**”). During the period of approximately October 1, 2019 through February 29, 2020 (the “**Renovation Period**”) with the re-opening of the grocery store planned for approximately May 15, 2020, TMVOA will be renovating the Grocery Store Premises, and TMVOA and the Town will be jointly renovating portions of Unit B and the Unit A/B Building.

D. The Town and TMVOA jointly own Unit B, Mountain Village Condominiums pursuant to the map recorded in the Official Records at reception number 389460 (the “**Town Hall Unit**”) with the Town owning a two thirds (2/3) undivided interest and TMVOA owning the remaining one third (1/3) undivided interest in the Town Hall Unit.

E. The Town owns Unit D, Mountain Village Condominiums pursuant to the map recorded in the Official Records at reception number 389460 (“**Unit D**”).

F. TMVOA owns Unit C and Unit E, Mountain Village Condominiums pursuant to the map recorded in the Official Records at reception number 389460, (“**Unit C** and **Unit E**” respectively).

G. Open Space Tract 1E also includes certain plaza space as more fully set forth on Exhibit A attached hereto.

H. The Town and TMVOA desire to enter into this License Agreement where the Town has agreed to grant a license to TMVOA for the purpose of using the Town Hall Parking Lot for the Grocery Store Premises, the Liquor Store Premises, the Town Hall Unit, Units, C, Unit D and Unit E in order to satisfy parking requirements for each unit, subject to the terms and conditions set forth herein (the “**Parking License**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the undersigned parties agree as follows:

1. **License for Parking**. The Town hereby grants to the respective owners, tenants and guests of the Grocery Store Premises, the Town Hall Unit, Unit C, Unit D and Unit E, a non-exclusive license for the purpose of using **forty-four (44)** parking spaces owned and operated by the Town at the Town Hall Parking Lot (the “**Licensed Parking Spaces**”) and twenty (20) of the Licensed Parking Spaces for the benefit of the owner, tenant and guests of the Liquor Store Premises, in order to satisfy the parking requirements for such units.

2. **Use of Licensed Parking Spaces**. The use of the License Parking Spaces shall be as set forth in the Town Hall Parking Lot Management Agreement dated January 28, 2020 (the “**Town Hall Parking Lot Management Agreement**”). The parties acknowledge that the Licensed Parking Spaces only account for the actual number of parking spaces required by the Town’s parking regulations for the such units. The parties agree that all of the Town Hall Parking Spaces, including the Licensed Parking Spaces shall be used and managed pursuant to the Town Hall Parking Lot Management Agreement. In the event the Town Hall Parking Lot Management Agreement is terminated each party shall be responsible for all costs associated with the management and operation of its respective portion of the Licensed Parking Spaces.

3. **Right to Suspend or Relocate Parking**. The Town shall have the right to suspend the use of the Licensed Parking spaces as set forth in the Town Hall Parking Lot Management Agreement.

4. **Redevelopment of Town Hall Parking Lot**. In the event the Town determines in its sole and absolute discretion to redevelop the Town Hall Parking Lot, the Town may send notice of redevelopment to TMVOA. In the notice of redevelopment the Town shall relocate the **Licensed Parking Spaces** to be made available to the unit owners on Lot 1003R-1 which is also owned by the Town. Such notice of redevelopment shall be sent in writing to TMVOA no less than one hundred eighty (180) days prior to commencing redevelopment. In any redevelopment project the Town shall evaluate whether the Town can construct parking for short term use. If the Town determines in its sole and absolute discretion that it can construct and provide short term parking on the Town Hall Parking Lot, the Town shall enter into negotiations with TMVOA regarding allocations of the costs of constructing such short term parking and the future use and management of such short term parking and the parties may upon successful negotiations and redevelopment relocate the Licensed Parking Spaces back to the Town Hall Parking Lot.

5. Term. The term of the Parking License granted herein shall be for so long as TMVOA owns and operates (or has a tenant operate pursuant to lease or otherwise) the Grocery and Liquor Store Unit as a commercial grocery store, or subject to relocation and termination as otherwise set forth in this License Agreement.

6. Indemnification. TMVOA hereby agrees to indemnify and save harmless the Town and its respective directors, officers, employees, successors and assigns from any expense, claim, action, liability, loss, damage or suit (including attorneys' fees and costs) arising out of, or in any way connected with, its use of the Licensed Parking Spaces and/or the Town Hall Parking Lot pursuant to this License Agreement.

7. Runs with the Land, Heirs, Successors and Assigns. The Parking License, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall be binding upon and shall inure to the benefit of, the respective owner and shall run with the unit ownership. This Agreement shall be recorded in the Official Records.

8. No Implied Rights. Nothing in this Agreement shall be construed to expressly or implicitly grant Licensee any right to enter upon any portion of property owned by the Town other than as specified herein.

9. Attorneys' Fees. In the event of any dispute in connection with this License Agreement, the non-prevailing party shall pay to the prevailing party, in addition to all sums that either party may be called upon to pay, the prevailing party's attorneys' fees (including the costs of in-house counsel) and costs related to prosecuting the claim, whether or not an action is filed or prosecuted to judgment.

10. Headings. The headings used in this License Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this License Agreement.

11. Entire Agreement. This License Agreement and the associated Town Hall Parking Lot Management Agreement contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all parties hereto and dated on or after the date hereof.

12. Modifications and Waivers. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by both parties hereto. No waiver of any breach, term or condition of this License Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

13. Severability. In case any one or more of the provisions contained herein for any reason

shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this License Agreement, but this License Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

14. Governing Law. This License Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado and venue shall be exclusively in the San Miguel County District Court.

15. Survival. Unless provided for otherwise, all rights and obligations of the parties herein described and agreed to be performed, or which by the nature thereof are or would be required to be performed, regardless of termination of this License Agreement or subsequent to the term of the license shall survive any termination of this License Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, intending it to be effective as of the date first set forth above.

State of Colorado)
) ss.
County of San Miguel)

TOWN OF MOUNTAIN VILLAGE,
a municipal corporation and political subdivision of the State of Colorado

By: _____
KIM MONTGOMERY, Town Manager

Subscribed and sworn before me on _____, 2020, by **KIM MONTGOMERY**, Town Manager, **TOWN OF MOUNTAIN VILLAGE.**

Witness my hand and official seal.

My commission expires: _____
Notary Public

Approved as to Form:

Jim Mahoney, Town Attorney

TOWN AND TMVOA TOWN HALL PARKING LOT MANAGEMENT AGREEMENT

THIS PARKING LOT MANAGEMENT AGREEMENT (this “**Agreement**”) is made this 28th day of January, 2020, by and between the Town of Mountain Village, a municipal corporation and political subdivision of the State of Colorado (“the “**Town**”), and Telluride Mountain Village Owners Association, a Colorado nonprofit corporation (“**TMVOA**”).

RECITALS:

A. The Town owns Open Space Tract 1E, Town of Mountain Village which is an active open space parcel containing an existing surface parking lot (the “**Town Hall Parking Lot**”). The Town Hall Parking Lot includes fifty-two (52) total spaces including three (3) ADA spaces (the “**Town Hall Parking Spaces**”) as shown on Exhibit A.

B. TMVOA is the owner of Unit A, Mountain Village Condominiums pursuant to the map recorded in the Official Records of the San Miguel County Clerk and Recorder’s office (“**Official Records**”) at reception number 389460. A portion of Unit A, consisting of approximately twelve thousand six hundred (12,600) square feet is being used as a grocery store (the “**Grocery Store Premises**”). A portion of Unit A, consisting of approximately fourteen hundred and sixty (1460) square feet is being used as a liquor store (the “**Liquor Store Premises**”).

C. The Town and TMVOA jointly own Unit B, Mountain Village Condominiums pursuant to the map recorded in the Official Records at reception number 389460 (the “**Town Hall Unit**”) with the Town owning a two thirds (2/3) undivided interest and TMVOA owning the remaining one third (1/3) undivided interest in the Town Hall Unit.

D. The Town owns Unit D, Mountain Village Condominiums pursuant to the map recorded in the Official Records at reception number 389460 (“**Unit D**”).

E. TMVOA owns Unit C and Unit E, Mountain Village Condominiums pursuant to the map recorded in the Official Records at reception number 389460, (“**Unit C** and **Unit E**” respectively).

F. The Town and TMVOA entered into a Town Hall Grocery Parking License Agreement dated January 28, 2020 (the “**License Agreement**”), whereby the Town licensed spaces (the “**Licensed Spaces**”) in order to ensure the provision of the minimum number of parking spaces for the Grocery Store Premises, the Liquor Store Premises, the Town Hall Unit, Unit C, Unit D and Unit E as required by Town parking regulations.

G. The parties desire to enter into this Parking Lot Management Agreement in order to manage all of the parking spaces in the Town Hall Parking Lot, including the Licensed Spaces, in a unified and consistent manner according to the terms and conditions set forth below.

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

1. Manager.

a. The Town shall be the Manager of the Town Hall Parking Lot, including the Licensed Spaces. As the Manager, the Town shall be responsible for all day to day operations of the Town Hall Parking Lot, including but not limited to the supervision, signing, enforcement, maintenance and operations.

b. The Town shall at its sole cost and expense shall perform the duties of the Manager as set forth herein. All responsibilities of Manager shall be performed by the Town to the standards as determined solely by the Town and on a schedule as determined solely by the Town so long as the Town provides a reasonably usable parking lot and according to the terms and conditions set forth herein.

c. The Town reserves the right to restripe the Town Hall Parking Lot in differing configurations and numbers of parking spaces so long as the number of parking spaces is not significantly reduced by such restriping and configuration.

d. This Agreement is made expressly conditioned upon the Town's Town Council appropriating the funds necessary to perform the Town's duties and obligations as set forth herein. In the event the Town Council does not appropriate the funds necessary to perform the Town's duties and obligations hereunder, the Town may terminate this Agreement by giving TMVOA thirty (30) days written notice of such non-appropriation.

2. Use of Town Hall Parking Lot. Town Hall Parking Lot, including all fifty-two (52) of the Town Hall Parking Lot Spaces, shall be managed so that the Grocery Store Premises, the Town Hall Unit, Unit C, Unit D and Unit E all have the non-exclusive right to use all fifty-two (52) of the Town Hall Parking Lot Spaces, and the Liquor Store Premises shall have the non-exclusive right to use twenty (20) Town Hall Parking Lot Spaces, as a short-term parking lot (meaning parking of not greater than one [1] hour) with associated drop off and pick up lanes for buses and shuttle services and shall be signed and enforced as such with the following exceptions:

a. The Town may designate up to twenty-six (26) spaces (identified as spaces 24-49 on **Exhibit A**) as spaces which may either be used as non-exclusive one (1) hour or special permit parking (exceeding the one [1] hour limit and excepting overnight parking) for permit holders as determined by the Town.

b. The Town may use the Town Hall Parking Lot for staging of Town projects, such as Town Hall repair and maintenance, Town construction projects, gondola maintenance staging or other similar projects so long as at least twenty-two (22) center spaces and three (3) handicap spaces remain available for one (1) hour parking. The Town shall give TMVOA at least two (2) weeks' notice prior to blocking off spaces for staging of Town projects.

c. The Town may close the entire Town Hall Parking Lot for maintenance and repair of the Town Hall Parking Lot by giving TMVOA at least two (2) weeks' notice prior to conducting such maintenance and or repair. Free one (1) hour parking shall be provided in the Town's Gondola parking garage (the "**Parking Garage**") located to the north of the Grocery Unit during any closure of the Town Hall Parking Lot pursuant to this provision of the Agreement.

d. TMVOA is renovating the Grocery Store Premises during the period approximately October 1, 2019 through February 29, 2020 (the “**Renovation Period**”). During the Renovation Period, the Liquor Store Premises will have the non-exclusive use of the ten (10) spaces marked on **Exhibit A** as spaces 3-7 and 19-23.

e. The Town and TMVOA agree to meet and confer regarding the use of Town Hall Parking Lot as set forth herein one (1) year after the re-opening of the Grocery Store Premises.

3. Redevelopment of Town Hall Parking Lot. In the event the Town determines in its sole and absolute discretion to redevelop the Town Hall Parking Lot, the Town may terminate this Parking Management Agreement by giving TMVOA no less than one hundred eighty (180) days written notice of termination due to redevelopment. In any redevelopment project the Town shall evaluate whether the Town can construct parking for short term use. If the Town determines in its sole and absolute discretion that it can construct and provide short term parking on the Town Hall Parking Lot, the Town shall enter into negotiations with TMVOA regarding allocations of the costs of constructing such short term parking and the future use and management of such short term parking.

4. Signage. All signs within the Town Hall Parking Lot shall conform with all laws, ordinances, rules, and regulations of any and all governmental authorities having jurisdiction thereof.

5. Term. This Agreement shall continue in effect so long as the Grocery Store Premises is owned by TMVOA and operated as a grocery store, with exceptions for periods of time the Grocery Unit is not operated as a grocery store due to maintenance, repairs or remodel of the Grocery Unit that do not exceed four months in duration. In the even the Grocery Store Premises is no longer owned by TMVOA or operated as a grocery store as set forth herein, the Town may elect to terminate this Agreement. This Agreement may also be terminated as otherwise set forth in this Agreement.

6. Attorneys' Fees. In the event litigation or other legal proceedings shall be instituted with respect to this Agreement or the parties' respective rights and obligations hereunder, the court shall award to the prevailing party all reasonable attorneys' fees and costs incurred by it in such litigation or other proceedings.

7. Notices. Any notice, demand, or other communication required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, addressed as follows:

To Town: Town of Mountain Village
 455 Mountain Village Boulevard, Suite A
 Mountain Village, CO 81435
 Att: Town Manager

To TMVOA: Telluride Mountain Village Owners Association
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435
Att: President and CEO

or at such other addresses as either party may hereafter or from time to time designate by written notice to the other party given in accordance with this Paragraph. Notice shall be considered given when actually delivered, mailed, or deposited with the overnight courier, as applicable, and shall be considered received on the earlier of the day on which such notice is actually received by the party to whom such notice is addressed, the third day after such notice is given if sent by certified or registered mail, or one (1) business day after such notice is given if sent by overnight courier.

8. Amendment. This Agreement may be modified, amended, changed, or terminated (except as otherwise specifically provided herein), in whole or in part, only by an agreement in writing duly authorized and executed by both parties.

9. Waiver. The waiver of any breach of any of the provisions of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach by said party either of the same or of another provision of this Agreement.

10. Remedies Cumulative. In the event of default by either party hereto, the non- defaulting party shall be entitled to injunctive relief or, if applicable, to an order in the nature of mandamus to compel the Town to perform its obligations hereunder as well as such non-defaulting party's right to recover damages for breach of this Agreement. Any and all remedies of the parties hereunder shall be in addition to, and not in limitation of, all other remedies available to the parties at law or in equity.

11. Exclusive Agreement. This Agreement and the associated License Agreement contain the entire agreement between the parties with respect to the subject matter hereof, and no statement, promise, or inducement made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding.

12. Binding Effect. This Agreement shall be immediately binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall constitute an agreement running with the land until (a) the modification or release of this Agreement by mutual agreement of the Town and TMVOA or their successors and assigns; or (b) the expiration or termination of the term hereof. This Agreement shall be recorded in the Official Records.

13. Headings for Convenience Only. The section headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

14. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

16. Counterparts. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same original.

17. Indemnification. TMVOA hereby agrees to indemnify and save harmless the Town and their respective directors, officers, employees, successors and assigns from any expense, claim, action, liability, loss, damage or suit (including attorneys' fees and costs) arising out of, or in any way connected with, its use of the Licensed Parking Spaces, the Town Hall Parking Lot and the Town's management of the Town Hall Parking Lot pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

State of Colorado)
) ss.
County of San Miguel)

TOWN OF MOUNTAIN VILLAGE,
a municipal corporation and political subdivision of the State of Colorado

By: _____
KIM MONTGOMERY, Town Manager

Subscribed and sworn before me on _____, 2020, by **KIM MONTGOMERY**,
Town Manager, **TOWN OF MOUNTAIN VILLAGE**.

Witness my hand and official seal.

My commission expires: _____
Notary Public

Approved as to Form:

Jim Mahoney, Town Attorney

State of Colorado)
) ss.
County of San Miguel)

TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION,
a Colorado nonprofit corporation

By: _____
ANTON BENITEZ, President & CEO

Subscribed and sworn before me on _____, 2020, by **ANTON BENITEZ**,
President & CEO, **TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION.**

Witness my hand and official seal.

My commission expires: _____

Notary Public

TOWN OF MOUNTAIN VILLAGE
February 20th, 2020
BROADBAND BIENNIAL REPORT

BROADBAND DEPARTMENT PROGRAM NARRATIVE

Mountain Village Broadband’s goal is to provide high-speed internet access throughout the Town of Mountain Village with a high degree of reliability and redundancy, including any other surrounding areas as directed. The Focus of Broadband is on the development of a sustainable model that does not restrict but enables sustainable future growth.

BROADBAND DEPARTMENT GOALS

1. Have Beta testing completed and switch Beta customers to paying subscribers by March 15, 2020.
2. Introduce new fiber service to the Meadows area customers by April 15, 2020.
3. Complete fiber pathway construction by October 30, 2020.
4. Restructure TMVs video service packaging options.
5. Fiscal Responsibility. Prepare and stay within the department’s approved budget and actively seek opportunities to optimize financial costs and investments when making decisions.
6. Provide Mountain Village the highest level of customer service.

BROADBAND DEPARTMENT PERFORMANCE MEASURES

Item 1

- 1) All fiber splices in the Beta area are complete.
- 2) ONTs (Customer’s home) are programmed and provisioned to head-end. Customers now have new fiber internet service.
- 3) Triple play services (video, and internet) are cut over to new fiber network.
- 4) New fiber service products are fully integrated into the billing system.
- 5) Feedback from Beta customers prompts quality improvement changes.
- 6) Beta customers go live and begin paying for new fiber services.
- 7) Promote product awareness by using marketing and communications strategies.

Item 2

- 1) All fiber spliced from customers’ homes to head-end by October 2020.
- 2) Triple play services (video, phone, and internet) are cut over to new fiber network.
- 3) New fiber service products are fully integrated into the billing system.

Item 3

- 1) Uptown Services to complete fiber construction engineering plan.
- 2) Conduit pathway construction within all streets in TMV to be completed by Oct 2020.
- 3) All revegetation to be fixed after completion of fiber project.
- 4) Micro-fiber to be successfully blown in all conduits respectively.
- 5) Lightworks continues to bore conduit to all homes without conduit.
- 6) TMV continues to cut-over customers into the fiber network.

Item 4

- 1) Perform an analysis on current video packages.
- 2) Devise a new plan bringing the video service offerings to a successful financial model.
- 3) Re-evaluate the quality of video service to customers.
- 4) Upgrade video equipment increasing the viewer experience.
- 5) Upgrade marketing, customer self-service portal and outward facing web page.

Item 5

- 1) Year-end expenditure totals do not exceed the adopted budget and revenues meet or exceed forecast.

Item 6

- 1) Respond to all calls within 24 hours in a professional matter

BROADBAND DEPARTMENT ACCOMPLISHMENTS

1. IP Blocks added into DHCP server and Century link has been disconnected.
2. Purchased necessary equipment for fiber project 2020 build.
3. Continue construction fiber project.
4. Developed website <https://townofmountainvillage.com/fiber/>.
5. All FCC reports are current.
6. We completed approximately 62 service calls and change of service calls per month all within 24 hours of request.
7. We had 1 Internet outage over the last 6 months and 1 equipment failure outage.
8. We completed 226 service truck rolls and 71 cable locates for 2nd half of 2019.

Sept

- Met with the Technology Committee for the Fiber to the Premise project to discuss marketing and pricing strategies on September 11, 2019.
- Adtran DC power plant has been set up and tested.
- Adtran 500 has been installed.
- The Headend was reconfigured to accept routers and servers for the Adtran equipment.
- Fiber along the spur and in Telluride was completed which allowed for our switch over to Mammoth vs. CenturyLink as a provider. Mammoth has also completed the Southern route through Cortez. They are in the testing phase of both the Northern and Southern routes and we have transitioned to Mammoth with redundancy in place. Most additional materials for the fiber work are on site including micro duct, pedestals and splice enclosures. Final deliverable of microfiber is estimated to be on site February 13th, 2020. Continuous updates of the maps outlining the fiber project progress are being provided on the website (the website page has over 1523 hits to date).
- Fiber has been installed to Dial A Ride and Bear Creek Lodge.

Oct

- Beta area (Boulders and Prospect Plaza) conduit with fiber installation is complete. Electrical upgrades to the headend are complete.

- Installation of the Adtran equipment at the headend has been completed the week of October 21st. The microfiber was delivered on October 15th and installation within the conduit will begin immediately following delivery.
- The contractors have finished boring for conduit in the Meadows, Adams Ranch Road and Double Eagle. The new Mammoth circuit was complete on October 24th at which time TMV will transition from Century Link to Mammoth service for broadband.
- Reviewed TMV's triple play services (phone, video and internet) rate card with the Tech Committee. Worked with Uptown Services to create a new TMV pricing strategy for triple play services. Met with ADTran Smart RG to learn about their products (wireless APs and IoT) extend into the home. Began assessment on how these products will fully integrate in TMV ISP systems
- Working on improving TMV's cable website

Nov

- Electrical upgrades to the headend have been completed.
- Installation of the Adtran equipment at the headend is complete and was turned on November 12th. Microfiber was delivered and 17,000 feet has been installed within the conduit. The contractors completed boring along Double Eagle Drive, Adams Way, Arizona Street, Pennington Place, Russell Drive and Mountain Village Blvd.
- The new Mammoth circuit for the North route was completed and TMV has transitioned to their service while terminating service with CenturyLink. The redundant circuit for the South route was completed prior to the November Council meeting.

Jan

- Beta area (Boulders and Prospect Plaza) has 16 of 19 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.
- Contractors will continue to splice completed construction areas.

TOWN OF MOUNTAIN VILLAGE
February 20th, 2020
INFORMATION TECHNOLOGY BIENNIAL REPORT

INFORMATION TECHNOLOGY PROGRAM NARRATIVE

Responsible for establishing the Town's technical and cybersecurity vision and leading all aspects of the Town's technology development. Manages the Town's technology resources and support facilities local, wireless, internet, telephone, and all related software programs.

INFORMATION TECHNOLOGY DEPARTMENT GOALS

1. Cyber security patching and maintenance.
2. Maintain backup infrastructure.
3. Server administration and maintenance..
4. Emergency Operations Center improvements and security cameras.
5. Network and WiFi improvements.
6. Desktop support.

INFORMATION TECHNOLOGY DEPARTMENT PERFORMANCE MEASURES

Item 1

- 1) Windows patch Tuesday monitored and maintained.
- 2) Firewall daily updates applied.
- 3) Managed security patching and mitigation.
- 4) Managed email security systems monitored and maintained.
- 5) 98% of workstations have been upgraded away from windows 7.
- 6) 1 Potentially unwanted program (PUP) discovered and removed.

Item 2

- 1) Onsite daily backups monitored and maintained.
- 2) Increased onsite backup performance by 10 times.
- 3) Offsite daily backups monitored and maintained.
- 4) Offline backups (USB Hard Drives) monitored and maintained.
- 5) Third party email backups monitored and maintained.
- 6) Network and Services operations monitored and maintained.
- 7) Upgraded gondola operations server to a virtual server.

Item 3

- 1) Onsite server administration maintained.
- 2) Cloud server administration maintained.
- 3) Completed 5 camera configuration for both public view and internal view.
- 4) Migrated new website components.

Item 4

- 1) Deployed 1 Network Video Recorder (NVR)server.
- 2) Deployed 12 new MVPD and MVFD cameras.
- 3) Migrated 34 cameras to NVR server.
- 4) Added 33 secure camera access for TSG.
- 5) 80% complete on Emergency Operations Center improvements.
- 6) Deployed ReadyOp alert notification system.

Item 5

- 1) 90% of the 2020 network upgrade has been completed.

- 2) Improved VCA and Munchkins network and WiFi by 10x.
- 3) Added 12 new WiFi access points.
- 4) Created 4 new WiFi networks.
- 5) Increased public Mountain Village WiFi bandwidth by 5 times going from 5x2 mbps to 25x25 mbps.
- 6) Added public internet functionality to the grocery store.

Item 6

- 1) Respond to all calls within 24 hours in a professional matter.

INFORMATION TECHNOLOGY DEPARTMENT ACCOMPLISHMENTS

1. Began upgrading digital phones to VoIP phones.
2. Continue to add additional email security protection.
3. Participated in TMV's unified alert notification system.
4. Participated in TMV's new website.
5. Continue to reorganize TMV network services.
6. Kicked off AT&T FirstNet mobile phone project.

Town of Mountain Village
HUMAN RESOURCES DEPARTMENT
Biannual Report to Town Council
August 2019 – February 2020

We make Mountain Village a great place to live, work & visit.

HUMAN RESOURCES STAFF:

Charles "Chuck" Tomlinson, HR Coordinator
 Sue Kunz, HR Director

DEPARTMENT GOALS/ MEASURES

1. BENEFITS & COMPENSATION: Administer attractive benefits, compensation, and recognition programs to attract and retain high-performing, well-qualified employees.

- Participate in annual compensation updates & survey opportunities (including CML- 1/16/2020 and MSEC Compensation Briefing 6/12/2020). Conduct an annual review and comparison of our benefits and compensation during the second quarter of the year. Provide the results along with employee feedback and make recommendations by July 30.
 - 2020 TMV salary data has been submitted to CML comp-study; all salary data will be available in April.
- Coordinate the annual employee appreciation picnic, regular employee potlucks, retirement parties, and other employee appreciation programs.
 - Hosted Winter Employee Recreation Day on 2/5/2020
- Administer the monthly Great Service Awards program and annual Employee of the Year award.
 - January nominees: Jane Marinoff & Mike Otto (winner)
- Administer all benefit programs and monitor benefit utilization while maintaining internal customer satisfaction and meeting budget constraints

Health, dental, vision, & life insurance

In 2007, Mountain Village changed from a self-insured plan to a fully insured plan with Colorado Employers Benefit Trust (CEBT), a pool of 260 Colorado municipalities with about 25,000 members. In 2010, due to a CEBT surplus, we received Premium Holiday for one month. In 2012, when faced with a possible 20% increase, TMV changed from a PPO3 to a PPO4 plan and added the HD15 plan, which increased co-pays, deductibles and maximum out of pocket for employees but resulted in a 6% premium increase (instead of 20%)

- 2017 NO INCREASE to premiums
- 2018 5% decrease premiums
- 2019 NO INCREASE & received a \$65,730 dividend check
- 2020 8% premium increase

Health insurance changes, effective January 1, 2020

- 100% dental coverage for children under age 12
- No age limit for colonoscopies

401K

In April 2008, the town amended 401(k) benefits. The employer maximum match was reduced from 9% to a maximum of 5% for all new employees.

Employer Paid Life Insurance

All full time, year round employees (under age 65) are eligible for \$50,000 life insurance

Voluntary Life Insurance

18% of employees purchase additional voluntary life insurance through CEBT.

10% of eligible employees also purchase additional voluntary life insurance through PERA.

Paid Time Off (PTO)

In February 2008, pursuant to the 2008 Salary Plan (PSPC) that the town was behind the comparator towns in years 1-10 on vacation accrual, the town increased the accrual rate to 13 PTO days per year and 7 holidays.

In November 2013, added cap for PTO payout and the total bankable hours for all new employees.

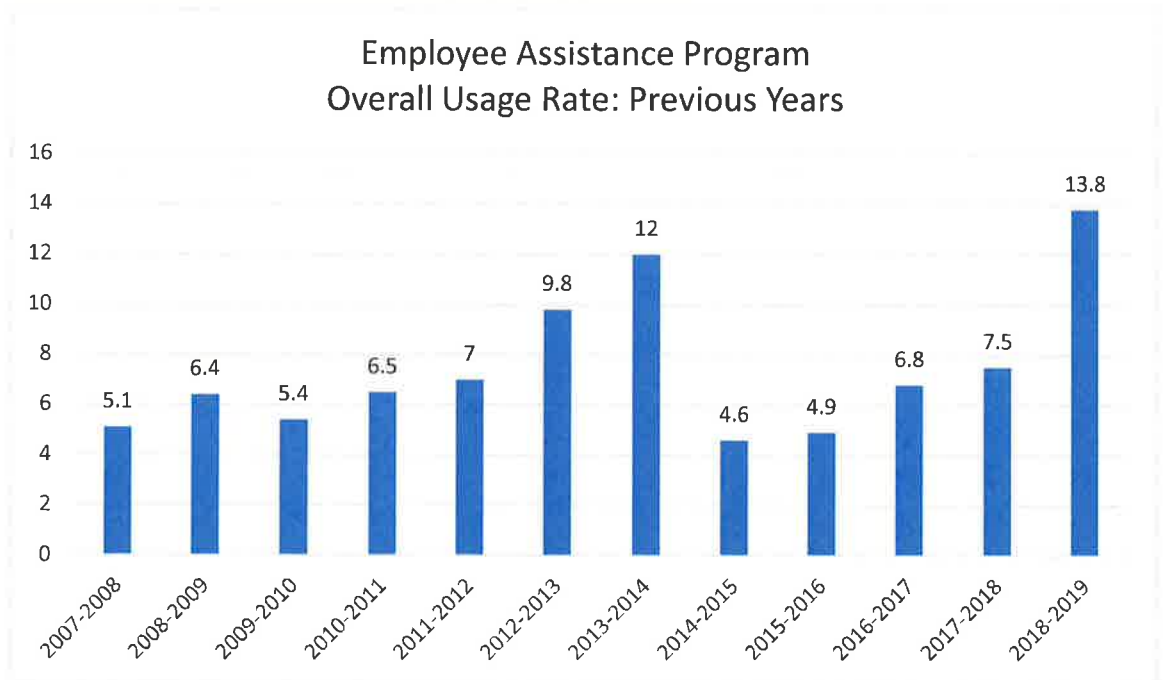
Flexible Spending Accounts (FSA)

In 2007 added FSA plan allowing employees to deduct medical and dependent care expenses tax free.

Unemployment rates

In the past ten years, our unemployment rate has increased .01%.

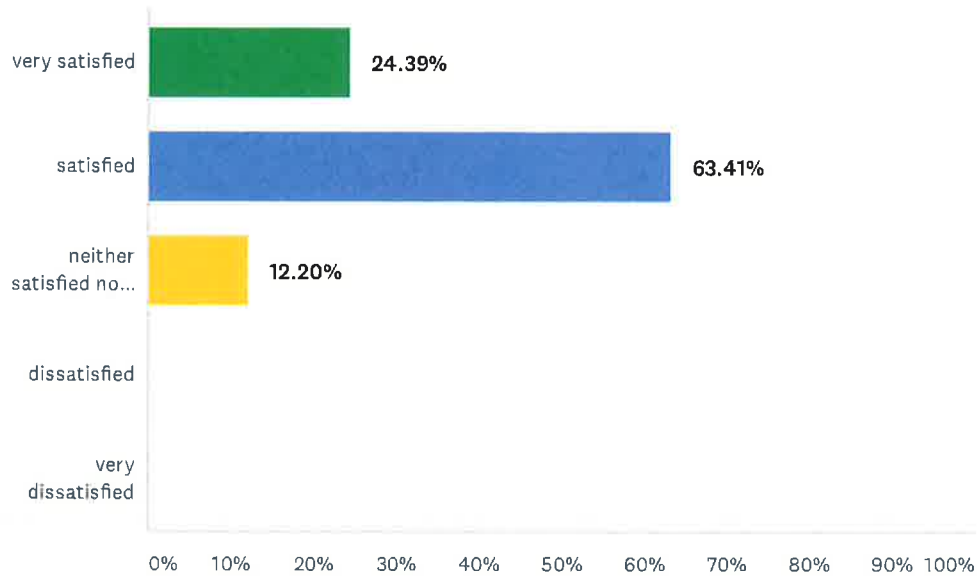
Employee Assistance Program (EAP) - strong usage of counseling, legal & financial assistance. Employees are taking full advantage of their 3 counseling sessions (an average of 2.4 sessions / case), and a number of employees returning for more than one EAP counseling case – 19 employees used 27 cases, thus 8 employees had 2 cases.



- Increase the percentage of employees who indicate they have a positive work environment as measured by the employee satisfaction survey. (in 2010, the rating was 44%)
88% (36 employees) are 'satisfied' or 'very satisfied' with town employment
12% (5) employees are neither satisfied nor dissatisfied.

Q1 Overall, how satisfied are you with the town as an employer?

Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
very satisfied	24.39%	10
satisfied	63.41%	26
neither satisfied nor dissatisfied	12.20%	5
dissatisfied	0.00%	0
very dissatisfied	0.00%	0
TOTAL		41

#	COMMENTS	DATE
1	In my observation over the last year it seems like the elected leaders of the town have begun a culture of mistrust of town employees. It seems like we are viewed as expendable assets. This has driven employee moral to a low point.	1/23/2020 8:01 AM
2	I feel it is an honor to work for the town.	1/18/2020 7:20 PM
3	I feel like I have a second family here.	1/15/2020 11:43 AM
4	There are many opportunities created by the town for their employees; however, recently there have been signs of a less generous town of mountain village tightening the belt on hiring and wages.	1/11/2020 10:08 AM

Q2 What department do you work in? (optional)

Answered: 15 Skipped: 26

#	RESPONSES	DATE
1	preschool	1/27/2020 3:22 PM
2	Gondola Maintenance	1/25/2020 2:25 PM
3	town hall	1/20/2020 3:42 PM
4	Mountain Munchkins. Love having Dawn Katz as my boss! She rocks!	1/18/2020 7:20 PM
5	Facility Maintenance	1/16/2020 11:53 AM
6	Facility Maintenance	1/15/2020 11:43 AM
7	Finance	1/15/2020 10:26 AM
8	Public Works	1/15/2020 9:47 AM
9	Transportation	1/15/2020 9:18 AM
10	Administration	1/15/2020 9:14 AM
11	MVPD	1/10/2020 12:28 AM
12	MVPD	1/9/2020 7:20 PM
13	Mountain Munchkins	1/9/2020 4:33 PM
14	Police	1/9/2020 2:20 PM
15	Assistant toddler teacher at mountain munchkins.	1/9/2020 1:11 PM

Q3 FULL TIME YEAR ROUND BENEFITS: How satisfied are you with the benefits offered? If you do not utilize a particular benefit, please select n/a.

	VERY SATISFIED	SATISFIED	NEITHER SATISFIED NOR DISSATISFIED	DISSATISFIED	VERY DISSATISFIED	NOT APPLICABLE TO ME (N/A)	TOTAL
health benefits	63.41% 26	36.59% 15	0.00% 0	0.00% 0	0.00% 0	0.00% 0	41
dental benefits	50.00% 20	42.50% 17	2.50% 1	0.00% 0	0.00% 0	5.00% 2	40
vision benefits	44.74% 17	39.47% 15	7.89% 3	0.00% 0	0.00% 0	7.89% 3	38
amount of EMPLOYEE premium (health, dental, vision) paid by the town (employees pay \$0; town pays \$620 per month)	82.93% 34	14.63% 6	0.00% 0	0.00% 0	0.00% 0	2.44% 1	41
amount of DEPENDENT premium (health, dental, vision) paid by the town (employees pay \$60 per dependent per month)	55.00% 22	17.50% 7	2.50% 1	0.00% 0	0.00% 0	25.00% 10	40
flex spending accounts (FSA)	29.27% 12	17.07% 7	9.76% 4	0.00% 0	4.88% 2	39.02% 16	41
PERA (public employee's retirement association) in lieu of social security	60.98% 25	26.83% 11	4.88% 2	0.00% 0	0.00% 0	7.32% 3	41
FPPA (police only)	7.41% 2	11.11% 3	0.00% 0	0.00% 0	0.00% 0	81.48% 22	27
wellness reimbursement program (\$900 per employee)	77.50% 31	20.00% 8	0.00% 0	0.00% 0	0.00% 0	2.50% 1	40
commuter shuttle benefits	30.00% 12	20.00% 8	7.50% 3	0.00% 0	0.00% 0	42.50% 17	40
FMLA (Family Medical Leave Act)	29.27% 12	29.27% 12	4.88% 2	2.44% 1	2.44% 1	31.71% 13	41
holiday pay (time and 1/2 for non-exempt employees working designated holidays)	23.08% 9	33.33% 13	5.13% 2	0.00% 0	5.13% 2	33.33% 13	39
amount of PTO	50.00% 20	35.00% 14	7.50% 3	7.50% 3	0.00% 0	0.00% 0	40
401(k) match	57.50% 23	35.00% 14	5.00% 2	0.00% 0	0.00% 0	2.50% 1	40
employer paid life insurance (\$50,000) (employees pay \$0)	56.10% 23	39.02% 16	2.44% 1	0.00% 0	0.00% 0	2.44% 1	41
voluntary life insurance	36.59% 15	34.15% 14	4.88% 2	0.00% 0	0.00% 0	24.39% 10	41
employer paid long term disability (LTD)	50.00% 20	35.00% 14	5.00% 2	0.00% 0	0.00% 0	10.00% 4	40

Employee Satisfaction Survey 2020

SurveyMonkey

(employees pay \$0)

employer paid bereavement (40 hours of paid time off to attend a funeral of an immediate family member)	68.29% 28	21.95% 9	2.44% 1	0.00% 0	0.00% 0	7.32% 3	41
employer paid jury duty	60.98% 25	24.39% 10	0.00% 0	0.00% 0	0.00% 0	14.63% 6	41
employer paid military leave	28.21% 11	5.13% 2	2.56% 1	0.00% 0	0.00% 0	64.10% 25	39
direct deposit	70.00% 28	25.00% 10	2.50% 1	0.00% 0	0.00% 0	2.50% 1	40
EAP (employee assistance program)	47.50% 19	20.00% 8	15.00% 6	0.00% 0	0.00% 0	17.50% 7	40
training reimbursement	53.66% 22	24.39% 10	4.88% 2	0.00% 0	0.00% 0	17.07% 7	41
AFLAC	36.59% 15	19.51% 8	4.88% 2	0.00% 0	0.00% 0	39.02% 16	41
Employee Service Awards (5 year, 10 year, 15 year...)	32.50% 13	45.00% 18	7.50% 3	2.50% 1	0.00% 0	12.50% 5	40
Discounted Peaks Spa Membership	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0
Employee Recreation Day	53.66% 22	24.39% 10	9.76% 4	2.44% 1	0.00% 0	9.76% 4	41
Annual Employee Appreciation Picnic	51.22% 21	34.15% 14	4.88% 2	2.44% 1	0.00% 0	7.32% 3	41
Employee Monthly Great Service Awards	35.90% 14	38.46% 15	20.51% 8	0.00% 0	0.00% 0	5.13% 2	39
Employee Potlucks	34.15% 14	39.02% 16	17.07% 7	4.88% 2	0.00% 0	4.88% 2	41

#	COMMENTS OR QUESTIONS?	DATE
1	If we're required to use PTO to cover days when the office is closed, we should get a bump in PTO during those times.	1/27/2020 8:24 AM
2	Thank you for making Mountain Village a wonderful place to work! It was really cool to receive an award for safety as well.	1/18/2020 7:20 PM
3	Wish there were more potlucks and opportunities to interact with other departments.	1/15/2020 9:42 AM
4	Gondola employees generally cannot participate in recreation days, pot lucks, or the employee picnic.	1/15/2020 9:18 AM
5	There are town events/activities we can't attend because of ratios and lack of subs	1/9/2020 4:33 PM
6	Paid Holidays rather than having to use PTO.	1/9/2020 1:33 PM
7	per council memebers: there is always room to improve.	1/9/2020 12:52 PM

Q4 SEASONAL/ PART TIME BENEFITS: How satisfied are you with each of the benefits offered? If you don't utilize a particular benefit, select n/a

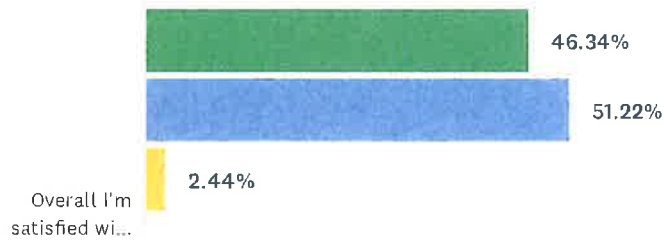
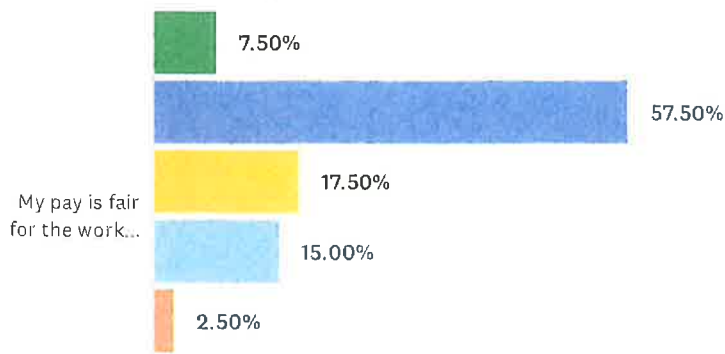
Answered: 27 Skipped: 14

	VERY SATISFIED	SATISFIED	NEITHER SATISFIED NOR DISSATISFIED	DISSATISFIED	VERY DISSATISFIED	N/A	TOTAL
end of season bonus	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	100.00% 27	27
direct deposit	8.33% 2	8.33% 2	0.00% 0	0.00% 0	0.00% 0	83.33% 20	24
EAP (employee assistance program)	4.00% 1	0.00% 0	4.00% 1	0.00% 0	0.00% 0	92.00% 23	25
commuter shuttles	4.00% 1	4.00% 1	4.00% 1	0.00% 0	0.00% 0	88.00% 22	25
FMLA (family medical leave)	4.00% 1	4.00% 1	0.00% 0	0.00% 0	0.00% 0	92.00% 23	25
holiday pay	4.17% 1	4.17% 1	0.00% 0	0.00% 0	0.00% 0	91.67% 22	24
employer paid jury duty	8.00% 2	4.00% 1	4.00% 1	0.00% 0	0.00% 0	84.00% 21	25
voluntary life insurance	4.00% 1	8.00% 2	4.00% 1	0.00% 0	0.00% 0	84.00% 21	25
paid military leave	4.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	96.00% 24	25
PERA (public employee's retirement association)- in lieu of social security	8.00% 2	4.00% 1	4.00% 1	0.00% 0	0.00% 0	84.00% 21	25
free ski pass	4.17% 1	4.17% 1	4.17% 1	4.17% 1	0.00% 0	83.33% 20	24
AFLAC	4.00% 1	4.00% 1	4.00% 1	0.00% 0	0.00% 0	88.00% 22	25
Employee Recreation Day	4.00% 1	0.00% 0	8.00% 2	0.00% 0	0.00% 0	88.00% 22	25
Annual Employee Appreciation Picnic	4.00% 1	4.00% 1	4.00% 1	0.00% 0	0.00% 0	88.00% 22	25
Employee Monthly Great Service Awards	4.17% 1	0.00% 0	8.33% 2	0.00% 0	0.00% 0	87.50% 21	24

#	COMMENTS OR QUESTIONS?	DATE
1	N/A	1/28/2020 9:16 AM
2	n/a	1/27/2020 3:22 PM
3	The ski pass is not free. You have to forego another benefit or pay out of pocket.	1/9/2020 1:33 PM

Q5 Compensation

Answered: 41 Skipped: 0



	STRONGLY AGREE	AGREE	NEITHER AGREE NOR DISAGREE	DISAGREE	STRONGLY DISAGREE	N/A	TOTAL
My pay is fair for the work that I perform	7.50% 3	57.50% 23	17.50% 7	15.00% 6	2.50% 1	0.00% 0	40
Overall I'm satisfied with the town's benefit package	46.34% 19	51.22% 21	2.44% 1	0.00% 0	0.00% 0	0.00% 0	41

#	COMMENTS OR QUESTIONS?	DATE
1	I feel like the annual raises are more of an inflation adjustment than merit based raise, it does not effectively motivate me to work harder than the next guy, because we will invariably end up with the same raise.	1/25/2020 2:25 PM
2	My pay is definitely great for a preschool teacher (especially with benefits). The town has been great at giving raises which is incredibly encouraging and makes me want to stay an employee for the longer term . I hope that wage growth can continue as I grow in this career. I hope that the Town values the importance of Early Childhood Education and can continue to support their educators. I think they can! Thank you for everything.	1/18/2020 7:20 PM
3	I feel that my job description and duties are at a manager level, yet am still at coordinator level pay.	1/15/2020 9:42 AM
4	I'm not happy with a stagnant wage. The cost of living went up by 1.9% and a wage increase of 2.5% leaving me with just .6% wage increase.	1/9/2020 12:52 PM

Q6 My job (if a question does not apply, please select n/a)

Answered: 41 Skipped: 0

	VERY SATISFIED	SATISFIED	NEITHER SATISFIED NOR DISSATISFIED	DISSATISFIED	VERY DISSATISFIED	N/A	TOTAL
I like the type of work that I do	31.71% 13	56.10% 23	9.76% 4	2.44% 1	0.00% 0	0.00% 0	41
I am given enough authority to make decisions that I need to make	26.83% 11	56.10% 23	12.20% 5	4.88% 2	0.00% 0	0.00% 0	41
I believe that my job is secure	15.00% 6	42.50% 17	22.50% 9	20.00% 8	0.00% 0	0.00% 0	40
Deadlines in my department are realistic	21.95% 9	65.85% 27	7.32% 3	0.00% 0	0.00% 0	4.88% 2	41
I feel part of a team working toward a shared goal	24.39% 10	58.54% 24	14.63% 6	2.44% 1	0.00% 0	0.00% 0	41
I am able to maintain a reasonable balance between my work and personal life	26.83% 11	48.78% 20	17.07% 7	4.88% 2	2.44% 1	0.00% 0	41
My job makes good use of my skills and abilities	26.83% 11	53.66% 22	17.07% 7	2.44% 1	0.00% 0	0.00% 0	41
I have a clear understanding of my job role	26.83% 11	65.85% 27	7.32% 3	0.00% 0	0.00% 0	0.00% 0	41
I understand the importance of my job to the success of my department and to Mountain Village	45.00% 18	50.00% 20	5.00% 2	0.00% 0	0.00% 0	0.00% 0	40

Q7 My work environment (if a question does not apply, please select n/a)

Answered: 41 Skipped: 0

	STRONGLY AGREE	AGREE	NEITHER AGREE NOR DISAGREE	DISAGREE	STRONGLY DISAGREE	N/A	TOTAL
safety is a high priority in my department	41.46% 17	48.78% 20	7.32% 3	2.44% 1	0.00% 0	0.00% 0	41
customer service is a high priority in my department	60.98% 25	34.15% 14	4.88% 2	0.00% 0	0.00% 0	0.00% 0	41
protecting the environment is a high priority in my department	31.71% 13	53.66% 22	12.20% 5	2.44% 1	0.00% 0	0.00% 0	41
my physical working conditions are good	39.02% 16	48.78% 20	9.76% 4	2.44% 1	0.00% 0	0.00% 0	41
my general work area is adequately lit and clean	43.90% 18	43.90% 18	12.20% 5	0.00% 0	0.00% 0	0.00% 0	41
there is adequate noise control to allow me to focus on my work	21.95% 9	41.46% 17	24.39% 10	7.32% 3	2.44% 1	2.44% 1	41
I feel physically safe in my work environment	34.15% 14	56.10% 23	7.32% 3	2.44% 1	0.00% 0	0.00% 0	41
the town provides adequate facilities for recycling (glass, plastic, aluminum, paper, cardboard, compost) in my department	46.34% 19	46.34% 19	4.88% 2	2.44% 1	0.00% 0	0.00% 0	41
energy efficiency is a high priority in my department	29.27% 12	56.10% 23	9.76% 4	4.88% 2	0.00% 0	0.00% 0	41
my department always practices efficient use of natural resources (fuel, water, electricity, natural gas, heat)	32.50% 13	47.50% 19	15.00% 6	2.50% 1	0.00% 0	2.50% 1	40
I am willing to recycle waste and conserve energy in the workplace to help the town reach its Zero Waste and Energy Efficiency goals	48.78% 20	46.34% 19	4.88% 2	0.00% 0	0.00% 0	0.00% 0	41

Q7 My work environment (if a question does not apply, please select n/a)

Answered: 41 Skipped: 0

	STRONGLY AGREE	AGREE	NEITHER AGREE NOR DISAGREE	DISAGREE	STRONGLY DISAGREE	N/A	TOTAL
safety is a high priority in my department	41.46% 17	48.78% 20	7.32% 3	2.44% 1	0.00% 0	0.00% 0	41
customer service is a high priority in my department	60.98% 25	34.15% 14	4.88% 2	0.00% 0	0.00% 0	0.00% 0	41
protecting the environment is a high priority in my department	31.71% 13	53.66% 22	12.20% 5	2.44% 1	0.00% 0	0.00% 0	41
my physical working conditions are good	39.02% 16	48.78% 20	9.76% 4	2.44% 1	0.00% 0	0.00% 0	41
my general work area is adequately lit and clean	43.90% 18	43.90% 18	12.20% 5	0.00% 0	0.00% 0	0.00% 0	41
there is adequate noise control to allow me to focus on my work	21.95% 9	41.46% 17	24.39% 10	7.32% 3	2.44% 1	2.44% 1	41
I feel physically safe in my work environment	34.15% 14	56.10% 23	7.32% 3	2.44% 1	0.00% 0	0.00% 0	41
the town provides adequate facilities for recycling (glass, plastic, aluminum, paper, cardboard, compost) in my department	46.34% 19	46.34% 19	4.88% 2	2.44% 1	0.00% 0	0.00% 0	41
energy efficiency is a high priority in my department	29.27% 12	56.10% 23	9.76% 4	4.88% 2	0.00% 0	0.00% 0	41
my department always practices efficient use of natural resources (fuel, water, electricity, natural gas, heat)	32.50% 13	47.50% 19	15.00% 6	2.50% 1	0.00% 0	2.50% 1	40
I am willing to recycle waste and conserve energy in the workplace to help the town reach its Zero Waste and Energy Efficiency goals	48.78% 20	46.34% 19	4.88% 2	0.00% 0	0.00% 0	0.00% 0	41

#	COMMENTS OR QUESTIONS?	DATE
1	Once the construction ends downstairs, I will be satisfied with noise levels.	1/15/2020 9:42 AM

Q8 My relationship with my immediate supervisor

Answered: 41 Skipped: 0

	STRONGLY AGREE	AGREE	NEITHER AGREE NOR DISAGREE	DISAGREE	STRONGLY DISAGREE	N/A	TOTAL
my supervisor treats me fairly and with respect	51.22% 21	41.46% 17	4.88% 2	0.00% 0	2.44% 1	0.00% 0	41
my supervisor handles my work related issues satisfactorily	46.34% 19	43.90% 18	7.32% 3	2.44% 1	0.00% 0	0.00% 0	41
my supervisor handles my personal issues satisfactorily	46.34% 19	48.78% 20	4.88% 2	0.00% 0	0.00% 0	0.00% 0	41
my supervisor acknowledges me when I do my work well	48.78% 20	43.90% 18	2.44% 1	2.44% 1	2.44% 1	0.00% 0	41
my supervisor tells me when my work needs improvement	40.00% 16	45.00% 18	12.50% 5	2.50% 1	0.00% 0	0.00% 0	40
my supervisor is open to hearing my opinion or feedback	46.34% 19	43.90% 18	7.32% 3	2.44% 1	0.00% 0	0.00% 0	41
my supervisor helps me develop to my fullest potential	39.02% 16	48.78% 20	9.76% 4	0.00% 0	2.44% 1	0.00% 0	41
I can trust what my supervisor tells me	56.10% 23	39.02% 16	4.88% 2	0.00% 0	0.00% 0	0.00% 0	41
my peers treat me fairly and with respect	48.78% 20	41.46% 17	9.76% 4	0.00% 0	0.00% 0	0.00% 0	41

#	COMMENTS OR QUESTIONS?	DATE
1	I truly love working for Dawn Katz and the Munchkin team. Dawn is incredibly supportive and one of the best leaders I've ever had!	1/18/2020 7:20 PM
2	Love my supervisor!	1/9/2020 2:26 PM
3	I have THE best supervisor and co-workers!	1/9/2020 2:20 PM

Q9 Training & Development

Answered: 41 Skipped: 0

	STRONGLY AGREE	AGREE	NEITHER AGREE NOR DISAGREE	DISAGREE	STRONGLY DISAGREE	N/A	TOTAL
the town provided as much initial training as I needed to provide high quality service	36.59% 15	43.90% 18	9.76% 4	9.76% 4	0.00% 0	0.00% 0	41
the town provides as much on-going training as i need to provide high quality service	36.59% 15	41.46% 17	17.07% 7	4.88% 2	0.00% 0	0.00% 0	41
the town provides enough information, equipment, and resources I need to do my job well	36.59% 15	41.46% 17	14.63% 6	4.88% 2	0.00% 0	2.44% 1	41
the town clearly tells me what is expected for advancement	19.51% 8	41.46% 17	24.39% 10	12.20% 5	0.00% 0	2.44% 1	41
I trust what the town tells me it takes to advance my career	21.95% 9	34.15% 14	31.71% 13	7.32% 3	0.00% 0	4.88% 2	41
the town has provided training or experiences to help me explore other opportunities within the town	26.83% 11	19.51% 8	21.95% 9	19.51% 8	2.44% 1	9.76% 4	41
there is room for me to advance at this organization	21.95% 9	39.02% 16	21.95% 9	12.20% 5	0.00% 0	4.88% 2	41
I trust that if I do good work, the town will consider me for a promotion of available	24.39% 10	41.46% 17	19.51% 8	9.76% 4	0.00% 0	4.88% 2	41

#	COMMENTS OR QUESTIONS?	DATE
1	Woudl love more trainings for staff moving into superviosr roles	1/27/2020 3:19 PM
2	this past year is the first year we had money in the budget for training	1/16/2020 11:53 AM

Q10 Town leadership & planning

Answered: 41 Skipped: 0

	STRONGLY AGREE	AGREE	NEITHER AGREE NOR DISAGREE	DISAGREE	STRONGLY DISAGREE	N/A	TOTAL
I understand the long range vision of the town	12.50% 5	45.00% 18	27.50% 11	12.50% 5	2.50% 1	0.00% 0	40
I have confidence in the leadership of town staff	24.39% 10	41.46% 17	29.27% 12	4.88% 2	0.00% 0	0.00% 0	41
town managers & supervisors care about their employee's well-being	34.15% 14	48.78% 20	14.63% 6	2.44% 1	0.00% 0	0.00% 0	41
there is adequate planning of the departmental objectives	26.83% 11	43.90% 18	21.95% 9	2.44% 1	0.00% 0	4.88% 2	41
managers/ supervisors are open to input from employees	21.95% 9	53.66% 22	21.95% 9	0.00% 0	2.44% 1	0.00% 0	41
the town's communications are frequent enough	34.15% 14	36.59% 15	26.83% 11	0.00% 0	2.44% 1	0.00% 0	41
the town's communications are detailed enough	31.71% 13	36.59% 15	29.27% 12	0.00% 0	2.44% 1	0.00% 0	41
I have a good understanding of how the town is doing financially	19.51% 8	39.02% 16	24.39% 10	9.76% 4	4.88% 2	2.44% 1	41
I can trust what the town tells me	14.63% 6	46.34% 19	24.39% 10	12.20% 5	2.44% 1	0.00% 0	41
the town treats me like a person, not a number	22.50% 9	50.00% 20	15.00% 6	10.00% 4	2.50% 1	0.00% 0	40
the town gives me enough recognition for work that is well done	19.51% 8	41.46% 17	31.71% 13	4.88% 2	2.44% 1	0.00% 0	41
staffing levels are adequate to provide quality services	17.07% 7	41.46% 17	29.27% 12	9.76% 4	2.44% 1	0.00% 0	41
I believe there is a spirit of cooperation with the town	25.00% 10	50.00% 20	15.00% 6	10.00% 4	0.00% 0	0.00% 0	40
employees are treated fairly here regardless of race, gender, age, religion, sexual orientation, & disability	46.34% 19	41.46% 17	9.76% 4	2.44% 1	0.00% 0	0.00% 0	41
changes that affect me are communicated prior to implementation	21.95% 9	39.02% 16	19.51% 8	9.76% 4	7.32% 3	2.44% 1	41

#	COMMENTS OR QUESTIONS?	DATE
1	Its been a difficult 4 months with staffing and budget changes.	1/9/2020 2:26 PM

Q11 employment

Answered: 41 Skipped: 0

	VERY LIKELY	LIKELY	MAYBE	NOT LIKELY	VERY UNLIKELY	N/A	TOTAL
I am willing to give extra effort to help the town succeed	60.98% 25	34.15% 14	4.88% 2	0.00% 0	0.00% 0	0.00% 0	41
I plan to continue my career with the town for at least 2 more years	51.22% 21	34.15% 14	9.76% 4	2.44% 1	2.44% 1	0.00% 0	41
I am interested in advancement with the town if an opportunity becomes available	48.78% 20	19.51% 8	24.39% 10	0.00% 0	4.88% 2	2.44% 1	41
I would recommend employment with the town to a friend	48.78% 20	21.95% 9	29.27% 12	0.00% 0	0.00% 0	0.00% 0	41

Q12 Safety Culture

Employee Satisfaction Survey 2020

Answered: 38 Skipped: 3

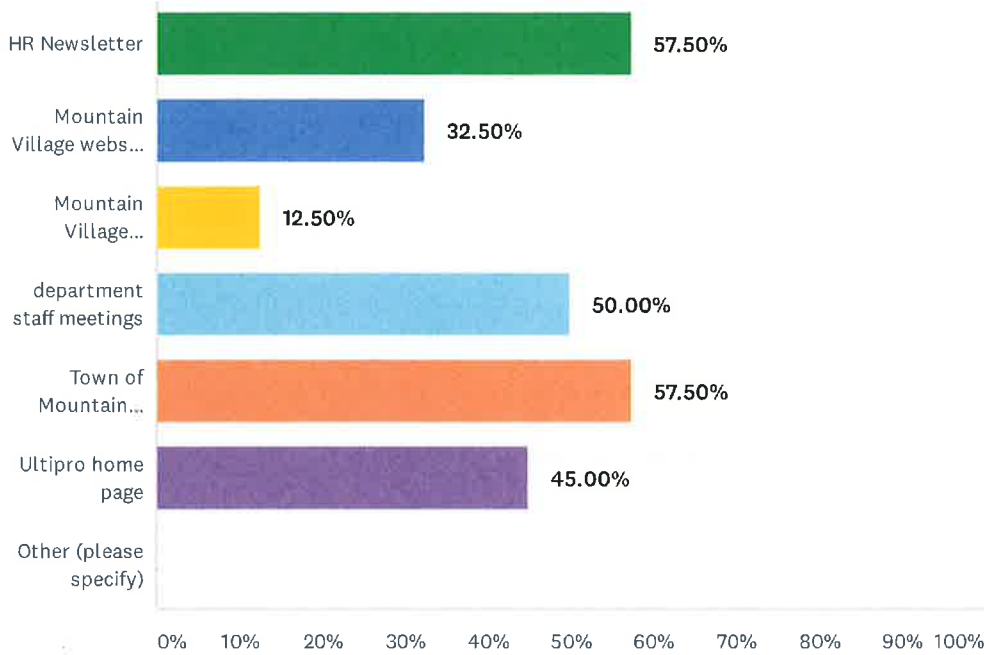
SurveyMonkey

	STRONGLY AGREE	AGREE	NEITHER AGREE NOR DISAGREE	DISAGREE	STRONGLY DISAGREE	TOTAL
I get the safety training I need before I perform a task	40.54% 15	45.95% 17	10.81% 4	2.70% 1	0.00% 0	37
I believe safety suggestions are taken seriously and followed up on	42.11% 16	44.74% 17	13.16% 5	0.00% 0	0.00% 0	38
I know the rules and procedures for safe work in my job	42.11% 16	55.26% 21	2.63% 1	0.00% 0	0.00% 0	38
I am provided with the PPE (hard hats, safety glasses, etc...) that I need	34.21% 13	39.47% 15	7.89% 3	0.00% 0	18.42% 7	38
I, or my co-workers, never take short cuts or disregard safe work procedures	36.84% 14	47.37% 18	13.16% 5	2.63% 1	0.00% 0	38
I am empowered to correct safety procedures on my own	42.11% 16	55.26% 21	0.00% 0	0.00% 0	2.63% 1	38
I am cautioned by my co-workers when observed working unsafely	34.21% 13	52.63% 20	10.53% 4	2.63% 1	0.00% 0	38
My supervisor feels that most accidents are preventable	37.84% 14	54.05% 20	8.11% 3	0.00% 0	0.00% 0	37
My supervisor never directs an employee to perform a job that he/she thinks is unsafe	50.00% 19	39.47% 15	7.89% 3	2.63% 1	0.00% 0	38
Hazards are identified during inspections in my department corrected	39.47% 15	47.37% 18	10.53% 4	0.00% 0	2.63% 1	38
Deadlines never override my supervisor's concern and attention to safety	42.11% 16	47.37% 18	7.89% 3	0.00% 0	2.63% 1	38
Deadlines never override my supervisor's concern and attention to safety	42.11% 16	47.37% 18	7.89% 3	0.00% 0	2.63% 1	38
My supervisor verbally acknowledges employees when they perform their jobs safely	36.84% 14	42.11% 16	13.16% 5	5.26% 2	2.63% 1	38
Our accident investigation process does not seek to place blame on an individual	28.95% 11	50.00% 19	10.53% 4	5.26% 2	5.26% 2	38
Management wants to be informed of serious accidents	52.63% 20	47.37% 18	0.00% 0	0.00% 0	0.00% 0	38
Management is consistent in their treatment of those violating safety rules and procedures	39.47% 15	44.74% 17	13.16% 5	2.63% 1	0.00% 0	38
Managers and supervisors consistently follow established safety rules and procedures	42.11% 16	50.00% 19	5.26% 2	2.63% 1	0.00% 0	38
Management supports safety program efforts with funding and other resources	42.11% 16	47.37% 18	10.53% 4	0.00% 0	0.00% 0	38
Management regularly participates in safety program activities	39.47% 15	47.37% 18	10.53% 4	2.63% 1	0.00% 0	38
Management's view on the importance of safety is frequently stressed to employees	42.11% 16	44.74% 17	7.89% 3	5.26% 2	0.00% 0	38
Safety Awards: one year accident free	52.63% 20	42.11% 16	2.63% 1	2.63% 1	0.00% 0	38
Safety Awards: Mountain Village safety bucks	55.26% 21	44.74% 17	0.00% 0	0.00% 0	0.00% 0	38
Safety Awards: hard hat awards	44.74% 17	39.47% 15	5.26% 2	2.63% 1	7.89% 3	38

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Q13 What is your preferred method of town communication? (check all that apply)

Answered: 40 Skipped: 1



ANSWER CHOICES	RESPONSES	
HR Newsletter	57.50%	23
Mountain Village website (townofmountainvillage.com)	32.50%	13
Mountain Village Facebook page (https://www.facebook.com/townofmountainvillage)	12.50%	5
department staff meetings	50.00%	20
Town of Mountain Village email blast	57.50%	23
Ultipro home page	45.00%	18
Other (please specify)	0.00%	0
Total Respondents: 40		

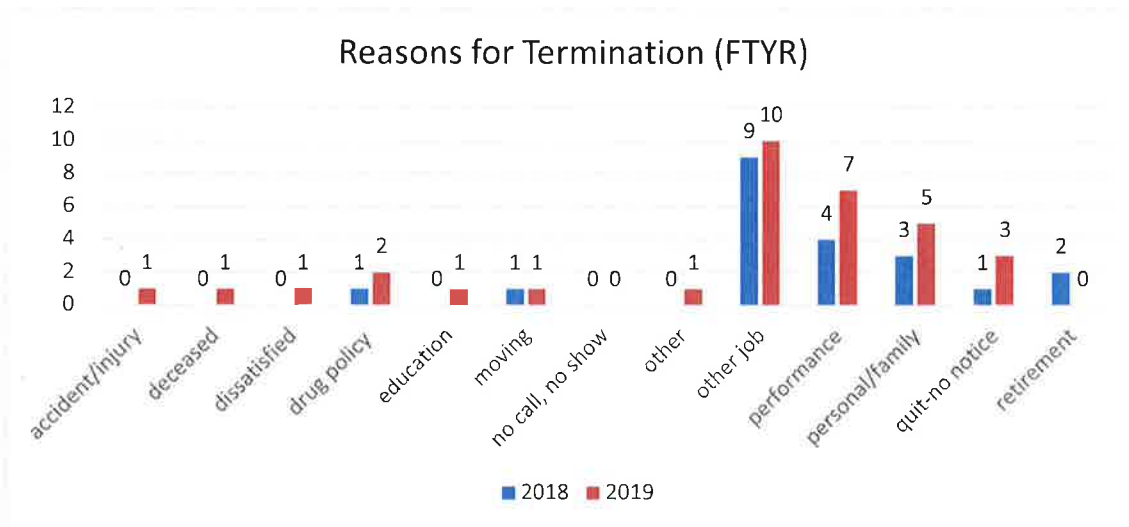
#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q14 "It's the little things that make the difference working here. I wish we could just change some of the little things." - Michael Ruterbories. If you could change one thing, what would it be?

Answered: 23 Skipped: 18

#	RESPONSES	DATE
1	Better pay with educational advancements.	1/27/2020 3:24 PM
2	Eliminate the politics.	1/27/2020 9:30 AM
3	The MARRS team would receive annual cost of living raises. The MARRS pay has not changed since it became a Mountain Village function. The MARRS riders shoulder a lot of responsibility and each year the value of what they are paid erodes from inflation.	1/25/2020 2:30 PM
4	How elected leadership raises employee moral.	1/23/2020 8:05 AM
5	Hmm... I think it would be continuing to advance sustainability measures with my area of work, in the daycare. Think this takes getting all staff members on board which we are working on. I love the view from my place of work! Feel lucky and blessed.	1/18/2020 7:22 PM
6	communications thru out the town	1/16/2020 11:59 AM
7	I would like to see wages more in line with trade wages, and a 36 hour work week. Thanks!	1/15/2020 11:48 AM
8	communication...doh.....that's not a little thing	1/15/2020 10:29 AM
9	Instead of overtime compensation, we receive extra PTO for overtime hours.	1/15/2020 9:44 AM
10	More resources.	1/15/2020 9:21 AM
11	How cost of living and pay raises are handled.	1/15/2020 9:18 AM
12	Purchase 1 or 2 "Grabbers" for every Gondola station so operators could (and would be more likely) to remove trash from cabins throughout the day if they didn't have to crawl into the cabin and use their hands.	1/12/2020 9:18 AM
13	Cash Christmas Bonus	1/11/2020 10:12 AM
14	Recognition	1/10/2020 10:51 AM
15	HOUSING FOR OFFICERS, POLICE OFFICERS CALLS MAJORITY ARE IN VCA, WE ARE LIVING RIGHT NEXT DOOR TO PEOPLE WE ARREST AND IT IS A SAFETY CONCERN FOR THOSE OFFICERS WITH FAMILY.	1/10/2020 12:32 AM
16	HOUSING!!! The jobs we have in mountain village are career jobs, but, if we cannot afford to buy a permanent residence in mtn village how do you expect us to stay for a career? Im a police officer for Mtn village. We live in VCA. Most of our calls are from VCA and I don't wanna live in VCA due to that and its an apartment. Im trying to buy a house. why cant the mvcpd travel to and from work like the telluride marshals? That way we can live in houses outside of mtn village and use the housing allowance towards a mortgage instead of rent on an apartment. If you want Officers to stay long term honestly I think this is the best way. This is Kip Albanese. I would love to talk to someone about this as long as it doesn't get me in trouble with my boss or the town. Thank you.	1/9/2020 7:32 PM
17	qualified subs able to fill in as needed	1/9/2020 4:39 PM
18	More money in my pocket. That means higher pay, higher percentage merit raises, and eliminate the ridiculous bell curve system used for merit raises. Increase salary based on an annual "years of service" system so that midpoint and maximum levels are reached commensurate to service.	1/9/2020 2:32 PM
19	More ability to work remotely at times that are appropriate.	1/9/2020 2:28 PM
20	The possibility that benefits could be taken away	1/9/2020 1:19 PM
21	I honestly don't think anything needs changing!	1/9/2020 1:13 PM
22	For town council to stop threatening to cut our benefits every budget season.	1/9/2020 1:00 PM
23	343 Not have to use PTO to receive holiday pay.	1/9/2020 12:59 PM

2. **RECRUITING / ONBOARDING:** Assist management with timely and lawful recruiting processes to maintain proper staffing levels and retain a diverse workforce to meet the needs of the organization.
- a. Oversee the Employee Housing program to provide furnished employee housing for up to 18 essential employees. The goal is for 10% of employees in the program to move into one-year leases
 - i. VCA Tenant Manager, Luke Adamson, is directly managing the program and HR Coordinator, Chuck Tomlinson is overseeing payroll rent deductions
 - b. Maintain the employee retention rate above 75% (less town-initiated transitions)
 - i. Implemented \$300 employee recruiting bonus for hiring gondola operations
 - ii. Implemented new recruitment module (March 12, 2019)
 1. Integrates with LinkedIn, Indeed.com, HireRight background checks; over 60% of applications are on mobile devices
 2. over 60% of applications are from mobile devices
 - iii. Implemented new onboarding module (August 2019)



2018 Full time, year round terminations

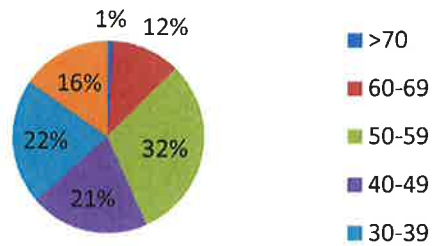
- Accounting Billing Specialist
- Accounting Payroll Specialist
- Building Maintenance Technician (2)
- Equipment Operator
- Horticulturalist
- Asst. Horticulturalist
- Police Lieutenant
- Marketing & Communications Coordinator
- Gondola Operators (3)
- Gondola Operations Supervisor
- Gondola Mechanics
- Gondola Maintenance Supervisor
- Lead Teacher
- Preschool Manager/ Lead Teacher
- Senior Planner
- VCA Maintenance Supervisor
- VCA Maintenance Worker
- Water Technician

2019 Full time, year round terminations

- Accounting Billing Specialist
- Asst. Director Child Care
- Building Inspector/ Building Official
- Building Maintenance Technician
- Equipment Operator (2)
- Gondola Maintenance Cabin Technician
- Gondola Operator (9)
- Gondola Supervisor
- Groundskeeper
- Gondola Maintenance Mechanic
- Gondola Operations Supervisor
- HR Coordinator
- Police Officer
- VCA Property Attendant (2)
- VCA Maintenance Supervisor
- Water Technician (3)

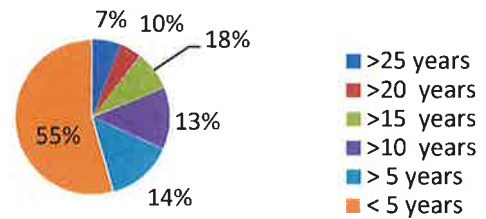
Employees by Age (FTYR)

*49% are over age 40
*average age is 45

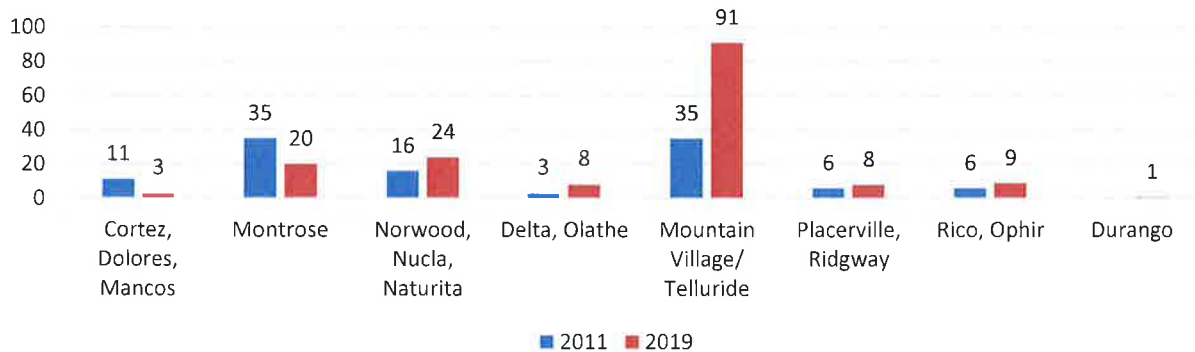


Average Years of Service

2019: 5.2 yrs
2018: Average 5.6 years
2017 Average: 7.8 years
2016 Average: 5.8 years



Commuting Employees



Trends:

2011: 35% of employees lived in Mountain Village/ Telluride

2020: 55% of employees live in Mountain Village/ Telluride

3. SAFETY

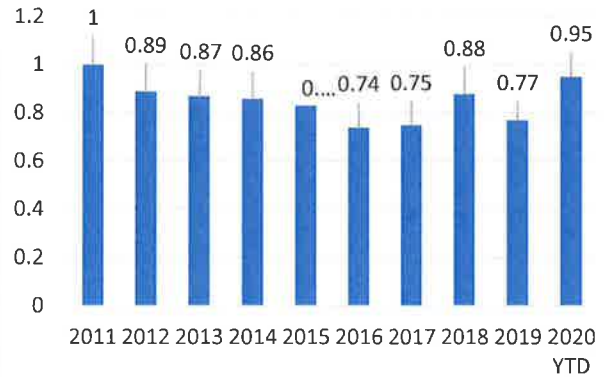
Make Mountain Village a SAFE place to live, work & visit, so nobody gets hurt; nothing gets broken.

- **Oversee monthly safety committee meetings, bi-annual safety inspections and safety audits**
 - New safety committee chairperson, Aaron Pena
 - When an injury occurs, the department manager is at the next safety committee meeting
 - Hosted Winter Employee Recreation Day (February 5, 2020)
- **Administer monthly safety incentives for an accident free workplace (to include 1-yr accident free awards, team safety bucks, & hard hat awards)**
 - Mountain Village Safety Bucks (awarded bi-monthly to group of departments w/o workers comp claims)
 - Annual Safety Award (all employees without injury for one year) (2019 = 91 awards)
 - Hard Hat Lottery (nominated monthly for safety suggestions or consistent safe work habits)
- **Maintain Cost Containment Certification to further reduce costs**
 - Recertified January 7, 2020 (good for three years)
- **Maintain an E-Mod loss ratio below 0.8**
 - Workers compensation claims and high claims costs currently resulted in an experience modifier rate (MOD) of 0.95
- **Ensure all departments meet CIRSA loss control training requirements (CIRSA – April)**
- **Ensure that all departments have a safety goal and employees receive an annual safety performance evaluation as part of their overall performance review (CIRSA – April)**
- **Participate in the annual CIRSA audit and maintain a Loss Control Standards audit score above 90% (April)**
- **Attend Pinnacol Risk Management Symposium in Grand Junction (June 25, 2020)**
 - 2019 Injuries: 6 slips/ falls; 1 cut – tool; 5 lifting; 2 bumped head/face

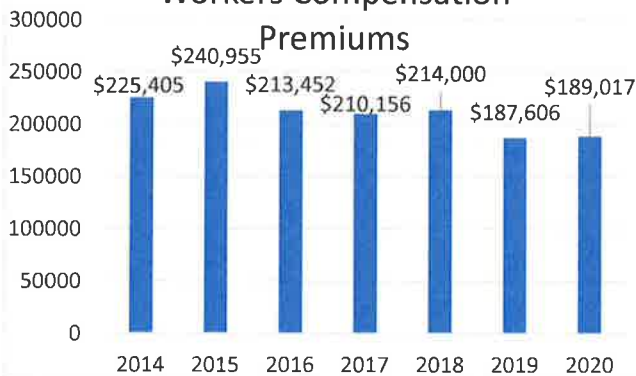
Number of Workers Compensation Claims



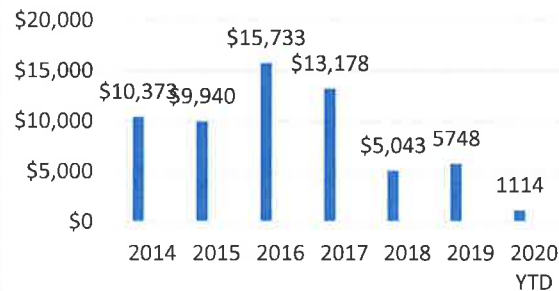
Workers Compensation Modifier Rate (MOD)



Workers Compensation Premiums



Workers Compensation Claims Costs



4. **ENVIRONMENTAL STEWARDSHIP:** Promote the town's commitment to the environment resulting in all employees taking responsibility for recycling, waste reduction and energy conservation
- Distribute the Annual Employee Environmental Stewardship Award
 - Provide ongoing employee education, policies and programs to encourage a culture of responsible environmental stewardship in employee orientations, recruiting, and monthly newsletters.
 - All departments have an environmental goal
 - Provide ongoing employee education, policies and programs (waste reduction, recycling, energy conservation measures, green gondola, zero waste plan...) by communicated in recruiting information, employee orientations, and monthly HR newsletters to encourage all employees to take responsibility for recycling, waste reduction and energy conservation.
 - Mobile app allows employees to access information (don't have to bring paperwork with them)
 - Paperless W2's available/ e-filing simpler and more accurate

Town Departments are participating in the *Single Use Plastic Reduction Survey* and the *Employee Commute Survey*

5. **FISCAL RESPONSIBILITY:** Prepare and stay within the HR department's approved budget and actively seek opportunities to optimize financial costs and investments when making decisions.
- Monitor benefit utilization and look to reduce benefit expenses.
 - \$62,132 in workers compensation dividends
 - 2020 Deductible Discount (\$2,500): \$16,372
 - 2020 Cost Containment Certification deviation: \$11,809
 - 2020 Experience modification (MOD): \$12,749
 - 2020 Premium discount: \$21,202

- 6. POLICY ADMINISTRATION & ENFORCEMENT:** Ensure compliance with applicable laws and town goals.
- Attend the MSEC Law Update Conference (6/4/2020). Review our policies, procedures and employee handbook within one month of attending the conference. Meet with management within six weeks to discuss the changes.
 - Assure compliance with the town's drug & alcohol policies and required Department of Transportation (DOT) regulations and submitting MIS reports by March 15th
 - Review unemployment claims, workers compensation claims, and personnel actions
 - Continue ongoing communication/training with MSEC, CIRSA, FTA, and Pinnacol regarding policies & procedures and law changes.

Drug Testing

- In 2019, FTA minimum random drug testing requirements increased from 25% to 50% of covered employees. The minimum required random alcohol testing rate will remain at 10 percent for calendar year 2019.
- The HR Coordinator became certified (7/2019) to conduct drug tests in house resulting in quicker results and cost savings

Positive Tests	2019 YTD	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
marijuana	5	2	2	2	3	2	1	0	2	2	2	2	8	5	4
Opiates/opioids	1				1										
cocaine									1				1	1	
amphetamines	1														
total	7	2	2	2	4	2	1	0	3	2	2	2	9	6	4

If an employee tests positive on any DOT test, they are not able to work for any DOT covered employer until they follow the SAP process, counseling, and follow up random testing (for up to five years)

- 7. TALENT MANAGEMENT/ EMPLOYEE PROFESSIONAL DEVELOPMENT:** Assist management with establishing development opportunities and administering performance reviews
- Create a formal succession plan [currently in progress](#)
 - Administer annual performance reviews for all year-round employees (December); end-of-season reviews for all seasonal employees (April & October); and 90-day reviews for all new supervisors.
 - Provide supervisor training on evaluating and documenting employee performance.
 - Continue to re-evaluate employee goals and performance measures annually and align with town goals (Jan 2020)
 - Conduct a survey asking employees for their input on what education and training they believe would improve their job performance and provide this data to department heads by the end of the first quarter.
 - Provide development programs to help staff and managers accomplish their goals
- 8. DOCUMENT MANAGEMENT:** Maintain accurate personnel files in compliance with the Colorado Retention Schedule.
- DOT records are maintained in the Drug & Alcohol Clearinghouse online database ([NEW For 2020](#))
 - All files are maintained in *Paper Vision* in accordance with the Colorado Record Retention Schedule and audit compliance. HR Coordinator Training (March 2020)
 - Streamline the new hire paperwork packet to electronically onboard all employees in UltiPro on or before their first day of work.
 - Ultipro is the main form of communication for HR information (more efficient, more accurate, PII compliant)
 - All contracts/ agreements with milestones are being entered into PaperVision and comply with the Personal Identifying Information (PII) policy.
 - NEW Ultipro HR Software Recruiting module (March 2019) and On-boarding module (August 2019) for new employees streamlines the hiring process.

- iv. Employees enter tax information, I-9, & direct deposit electronically directly into HR/ payroll software before or on their first day of work.
- v. Electronic policy acknowledgements
- vi. Improvements mobile app accessibility for employees



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

1. Great Services Award Program

▪ **Great Services Award Nominations – JANUARY**

- **Mike Otto, Parks and Recreation:**

“Dear Jim (Loebe),

I wanted to pass along some information regarding an interaction with the Valley Floor groomer **Mike Otto** today (1/15/2020.) I was with a client and his wife for a cross country ski when my client experienced a medical emergency. He became faint and weak and his symptoms indicated that he could be that having a possible stroke or heart attack. Mike was nearby grooming the trails and we were able to wave him over. He immediately headed our way while we struggled to support the gentleman while stuck in our x country skis. Mike was able to assist us in getting him out of his skis and then help me lower the gentleman to the ground. Mike was then kind enough to get his own coat to place under the man as he began complaining that his backside was cold. He stood by for at least 20 minutes while we waited for emergency personnel and while they did their assessment. Mike eventually assisted in giving the gentleman and emergency personnel transport back to the shell station and waiting ambulance. Mike was kind, helpful and observant and at all times gave the impression that he came to work today specifically to help us. I cannot express how thankful we are to Mike and hope that he is recognized for his service today. And the good news is that the gentleman is ok, he was likely overheated and dehydrated, but will be having further follow up before our next x-country ski!

Many thanks again to Mike.

Jill O'Dell”– **WINNER JANUARY**

- **Jane Marinoff/Michelle Haynes**, Planning and Development, nominated by Kim Montgomery. I would like to nominate **Jane**. Since I am now on the MVclerk emails, I had no idea how many CORA requests received specifically for building and planning. Jane unfailingly is so organized and adept, I see the info forwarded electronically within hours of the request. So efficiently done that I have seen no cost accrued to the requester. This is also a tribute to Michelle and her department for their organization and prioritization of digital records. I cannot imagine that any other Town or City is so damn efficient.

2. Broadband & IT Updates (Bi-Annual Report will be delivered at the February Town Council Meeting)

3. Miscellaneous

- Continue with the Town Clerk reorganization with Kim Montgomery functioning as interim Town Clerk. Promotions and cross training of Susan Johnston and Christina Lambert should be primarily complete by end of March
- Meeting with the Clerk's Department and Deke DeCastro to transition the election data base from Access to Excel for better control of the information
- Participated in the TRWWTP Funding Committee meeting on January 27th
- All new goals and measures and updated job descriptions for 2020 were entered into our HR and Payroll software by January 31st
- Attended several Technical Committee Meetings to discuss details regarding the Fiber to the Premises Project
- Met with Winter Park Town Manager and Transportation Manager with Jim Loebe and Rob Johnson to discuss the gondola transportation system as Winter Park considers a similar system
- The Parking Committee convened on February 18th
- Attended a training refresher on phone system programming
- Attended the Budget and Finance Committee meeting to discuss the 2020 budget plan and process for 2021, an update on VCA financing and 2019 Audit
- Working with David Reed, Andrew Boyko, Sue Kunz to develop Bylaws for the Compensation and Benefits Committee for consideration of adoption at the February Council meeting
- I completed a first draft of the Succession Planning Policy and have identified key/critical positions. The Policy is being circulated to staff and the Mayor for comment. Once the Compensation and Benefits Committee is established, I will work with them to continue to develop and refine our succession plans if Council determines that is an appropriate function for the Committee
- Attended the quarterly IG meeting hosted by Mountain Village on February 10th
- Working with Jim Loebe and Alta Design on the revision to the Trails Master Plan to include prioritization of improvements based on core values such as safety, connectivity, etc. A revised preliminary draft should be complete prior to the February Council meeting and will be distributed to Council. Adoption will be agendaized for the March Council meeting
- Participated on the VCA Committee for interviews with candidates for the VCA Advisory Committee. There were 16 candidates and 14 were interviewed. The VCA Committee will provide a recommendation for the 5 candidates for Council's consideration to appoint
- Met with Jim Loebe and representatives of the USFS to discuss this summer's Rec Ranger program including priorities and improvements
- Attended the annual HOA meeting for the Town Hall offices and buildings ("MVCOA")



Agenda Item #24
**Town of Mountain Village
Green Team**
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970)369-8236

TO: Town Council

FROM: Zoe Dohnal, Business Development and Sustainability Senior Manager

FOR: Meeting of February 20, 2020

DATE: February 10, 2020

RE: Consideration of Approval of a Recommendation by the Green Team to Amend the Renewable Energy Mitigation Program (REMP) Worksheet to Allow for the Option to Purchase Off-Site Solar Panels at the Last Dollar Solar Array in Lieu of an Energy Mitigation Payment to the Town

ATTACHMENTS:

- Exhibit A: Renewable Energy Mitigation Program (REMP) Worksheet Amendment

OVERVIEW:

The Town adopted the REMP worksheet associated with adopted building codes in 2015 as a means to off-set exterior energy use. Off-setting exterior energy use occurs through calculation tables on the REMP worksheet. Once the exterior energy use is demonstrated on the worksheet, the off-set is calculated. The off-set is typically expressed as a commensurate monetary fee paid to the town. However, on-site energy offset, like solar panels can be calculated as part of the worksheet. Between 2015 and 2017, the Town of Mountain Village allowed for off-site solar panels to be purchased at the SMPA solar farm in Paradox Valley as an off-set option. Once the solar panels were sold out, that option was no longer available. The building community liked the off-site solar panel purchase option because there was a tangible benefit to the homeowner and the funds were being used to benefit the homeowner, rather than being held in a fund by the town for a future project. This is a similar request.

RECOMMENDATION PROVIDED BY THE GREEN TEAM

At the January 14, 2020 Green Team meeting, Kim Wheels, with Lost Energy Solutions, represented Tim Erdman, the owner of the Last Dollar Solar Garden (LDSG), in presenting the 800 solar panel project as an off-site option for the Mountain Village REMP worksheet.

Providing an off-site option allows those unable to build and maintain a PV solar system on their property the opportunity to show their commitment to locally produced solar energy.

Subscribers will see a return on their electricity bill, at the rate of \$0.04/kWh produced by the subscribed panels.

The Green Team unanimously voted to recommend the REMP worksheet amendment to Council.

The Town of Telluride is also modifying their TEMP (Telluride Energy Mitigation Program) to allow for LDSG solar panel purchases.

RECOMMENDED MOTION

I move to approve amending the Renewable Energy Mitigation Program (REMP) Worksheet to allow for the option to purchase off-site solar panels at the Last Dollar Solar Array in lieu of an Energy Mitigation Payment to the Town and direct the Town Building Department to amend the REMP worksheet accordingly.

/zd

TMV Renewable Energy Mitigation Program - Outdoor Energy Use Worksheet

Instructions:
 Fill in all grey cells that are relevant to your project. Go to Exhibit B (see tabs at bottom of page) and complete project checklist. Submit Exhibit A and B with your signature and check made out to "Town of Mountain Village" for the Renewable Energy Mitigation Fee, if required. Innovatively engineered energy efficient systems are encouraged to be submitted for reduced mitigation requirements.

Project Information:		Equipment Information:		
Name:	TMV Example	Building Heater type:	Gas	95%
Address:	Project Address	Hot Tub Heater Type:	Gas	90%
Town/County:	Mountain Village	Pool Heater Type:	Gas	90%

Exterior Energy Use				
Type of use	sq. ft.	Efficiency	kBtu/yr	Lbs CO ₂ /yr
Snowmelt (driveway, main walkw	0	95%	0	0
Snowmelt (decks, & other)	0	95%	0	0
Hot Tub (built on-site)	0	90%	0	0
Pool	0	90%	0	0
Total Carbon Usage				0

Factory Built, Portable Exterior Spa Energy Use, (California Energy Commission, Section 1604,

Model	Standby Watts @ 60 deg F (W/hr)	Standby Watts @ 40 deg F (W/hr)	Annual Standby Energy (kW/yr)	Lbs CO ₂ /yr
Spa Model	0	0	0	0
Average spa	205	316	2768	4917
Carbon Usage Above Average				0

Renewable Energy Production Credit (On-Site)

Type of use	Installed capacity	kBtu/yr	Lbs CO ₂ /yr
Solar Electric (PV) (kW)		0.0	0
Solar Hot Water (sq ft of panel or tubes)		0.0	0
Other Renewable Energy Generation (on-site) (kW)		0.0	0
Total Carbon Reduction (Double Credit)			0

SMPA Community Solar Farm (Off-Site Renewable Energy)

Type of use	Installed capacity	kBtu/yr	Lbs CO ₂ /yr
Solar Electric (PV) (kW)		0.0	0
Total Carbon Reduction			0

Standard Systems: Snowmelt, hot tubs, pools, garages, & spas			
Net Carbon Emissions	0		Lbs CO ₂ /yr
Carbon Mitigation Rate	\$1.17		\$/Lbs CO ₂
Mitigation Percentage Required	100%		
Carbon Mitigation Fee	\$0		

Innovatively Engineered Energy Efficient Systems			
Alternate Engineered Design kBtu/yr	0		kBtu/yr
Engineered Design Carbon Emissions	0		Lbs CO ₂ /yr
Reduction in Carbon Emissions	0		Lbs CO ₂ /yr
Carbon Mitigation Rate	\$1.17		\$/Lbs CO ₂
Mitigation Percentage Required	100%		
Carbon Mitigation Fee Reduction	\$0		
Total Carbon Mitigation Fee			\$0

Name: TMV Example

Signature: _____ Date: _____

Project Checklist

Project Checklist

This is to be completed by the owner and/or general contractor. By checking the box and signing this form you are certifying that your project meets the terms specified. Complete only the sections that are relevant to the project.

General Requirements

- R-3 min. insulation on all hot water piping
- Sealed combustion gas boiler with 90% or better AFUE rated efficiency

Snowmelt Requirements

- R-15 min. insulation below snow melted slabs
- In-slab moisture and temperature sensor (no remote snow cup controls allowed)
- Other snowmelt is controlled by a minimum of 2 of the following: outdoor temp, slab temp,

Solar Hot Water Requirements

- R-3 min. insulation on all solar hot water piping
- R-14 min. insulation for all hot water storage tanks
- Temperature sensors provided at supply and return for panels and storage tank
- Solar hot water system must provide domestic hot water heating and/or space heating
- Systems with a panel area greater than 120 sq ft must provide space and/or pool heating

PV System Requirements

- PV systems are grid tied

Pool and Hot Tub Requirements

- R-12 min. insulated cover for hot tub
- Automatic cover for outdoor pool

Factory Built Portable Spa Requirements

- Must be built and certified to ANSI/APSP-14 standard

Name: TMV Example

Signature:	Date:
------------	-------

Calculation Values

Equipment Efficiency

- Electric Heaters
 - 100% efficient
- Ground Source Heat Pump
 - 350% efficient (3.5 COP)
- All Other Equipment
 - 100% (efficiency factored in at Exhibit A)

Snowmelt Energy Use

- (Based on historic snowfall amounts and rates)
- 125 Btu/ft²-hr Design load
 - 600 Hrs/yr Design run hours
 - 45 Btu/ft²-hr Clean up load
 - 348 Hrs/yr Clean up run hours
 - 90.7 kBtu/ft²-yr Nominal energy use

Hot Tub Energy Use

- (Based on DOE Smart Pool and OIT Pool Models)
- 1 Hrs/day Uncovered
 - 102 Deg. F Set point
 - 281 kBtu/ft²-yr Nominal energy use

Pool Energy Use

- (Based on DOE Smart Pool and OIT Pool Models)
- 8 Hrs/day uncover June-Sept
 - 8 Hrs/day uncover Dec 15-30
 - 87 Deg. F Operating set point
 - 60 Deg. F Idle set point
 - 359 kBtu/ft²-yr Nominal energy use

Solar Hot Water Production

- (Based on hourly model with SRCC values)
- 750 Btu/ft²-day Daily collection rate
 - 365 Days/yr Operation
 - 274 kBtu/ft²-yr Nominal energy production
 - 100 \$/sq ft Installed Cost

Solar Electric (PV) Production

- (Based on NREL PVWatts II)
- 1917 kWh/kw installed Annual collection rate, per actual
 - 3.412 Btu/watt Conversion
 - 6541 kBtu/kW-yr Nominal energy production
 - 4,500 \$/kW Installed Cost of a large-scale sol

Wind Production

- 10 mph Average wind speed
- 155 kWh/month Per kW installed
- 12 Months/yr Operation
- 3.142 kBtu/kWh Nominal energy production

Carbon Conversions

- 12 lbs Carbon/CCF (NG and Propane)
- 1.776 lbs carbon/Kwh (Elec)
- 80 Kbtu/CCF (NG and Propane)
- 3.412 Kbtu/Kwh (Elec)
- 2000 Lbs/ton (Carbon)

Mitigation Rate Calculation:

Rate w/ PV System:

$$\left(\frac{\$4500}{kW} \right) \left[\left(\frac{kW}{1917 kWh} \right) \left(\frac{Kwh}{1.776 lbs CO_2} \right) \right] = \frac{\$1.17}{lb}$$

Example Snowmelt Calc:

100 sq ft snowmelt with 92% efficient gas boiler

$$Snowmelt = (100 sqft) \times \left[\left(125 \frac{Btu}{ft^2-hr} \right) \left(\frac{Hr}{600 yr} \right) + \left(45 \frac{Btu}{ft^2-hr} \right) \left(\frac{Hrs}{348 yr} \right) \right] \left(\frac{1 KBtu}{1000 Btu} \right) \left(\frac{1}{92\% Eff} \right) \left(\frac{1 CCF}{80 KBtu} \right) \left(\frac{12 lbs CO_2}{1 CCF} \right) = 1478 \frac{lbs of CO_2}{yr}$$

Last Dollar community Solar Farm Offset Calculation Worksheet

How many subscriptions do I need to purchase?

Data per Alternative Power Enterprises (May, 2019):

Solar farm insolation rate:	1600 kWh/kW/yr
Each panel has a capacity of:	345 Watts
Each Subscription produces:	552 kWh/yr

From TEMP Calculation Worksheet:

Total Carbon Emissions to mitigate:	-	Lbs CO₂/yr
Equivalent Energy Use to mitigate:	-	kWh/yr
# of Subscriptions needed:	0.00	panels

Total Subscriptions purchased:	0	panels
Difference:	0.0	panels
Remaining Carbon Emissions to mitigate	#DIV/0!	Lbs CO ₂ /yr

Remaining Carbon Mitigation Fee #DIV/0!

Estimated Subscription cost @ \$3.80/watt \$0

TOWN OF MOUNTAIN VILLAGE
Town Council Meeting
February 20, 2020
8:30 a.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

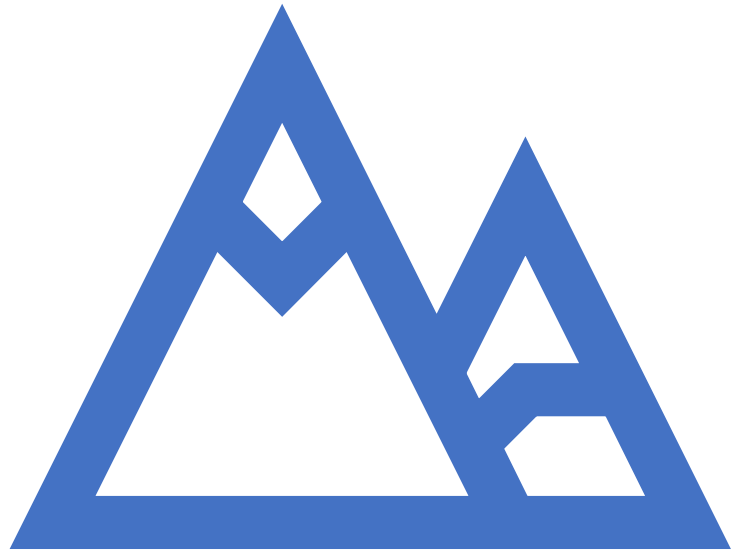
Dr. Louis Akala	EMAIL: lcalala@d@gmail.com
Luke Adamson	EMAIL: ladamson@mtfvillage.org
Amelia Martin	EMAIL: amartin277@gmail.com
Julia Caulfield KOD	EMAIL:
Kern Swain	EMAIL:
Julie Vegari	EMAIL:
Stefanie Solomon	EMAIL:
JEFF PROTESU	EMAIL:
Rob Johnson	EMAIL:
Jim Leebe	EMAIL:
Jim Soukup	EMAIL:
BLAKE BUNDER	EMAIL: BBUNDER@TELSKI.COM
KEITH BROWN	EMAIL: keithtellwide@qmail.com
THOMAS SCRUTON	EMAIL:
DAVID AVERILL	EMAIL: -
Yvette RAUFF	EMAIL: yvette.rauff@gmail.com
Tom Kennedy	EMAIL:
Tim ERDMAN	EMAIL: TIMERDMAN@GMAIL.COM
Kim Wheels	EMAIL: lotusenergy.solutions@gmail.com
Garrett Bradford	EMAIL:
Finn kjome	EMAIL:
	EMAIL:
	EMAIL:

TOWN OF MOUNTAIN VILLAGE
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NAME: (PLEASE PRINT!!)

Kim Montgomery	EMAIL:
David Reed	EMAIL:
Patrick Berry	EMAIL:
Natalie Binder	EMAIL:
Jack Gilbride	EMAIL:
Laila Benitez	EMAIL:
Dan Cator	EMAIL:
Pete Dupray	EMAIL:
Susan Johnston	EMAIL:
Christina Lambert	EMAIL:
Jim Mahoney	EMAIL:
Andrew Boyko	EMAIL:
Michelle Haynes	EMAIL:
Tim Johnson	EMAIL:
Zoe Dohnal	EMAIL:
Chris Broady	EMAIL:
JIM LOEBE	EMAIL:
Douglas Today	EMAIL:
Pam Pettig	EMAIL:
Ben B	EMAIL:
Steve Lehane	EMAIL:
Anton Belysh	EMAIL:
John Miller	EMAIL:
Stephanie Fanos	EMAIL:
Sue Kunz	EMAIL:



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

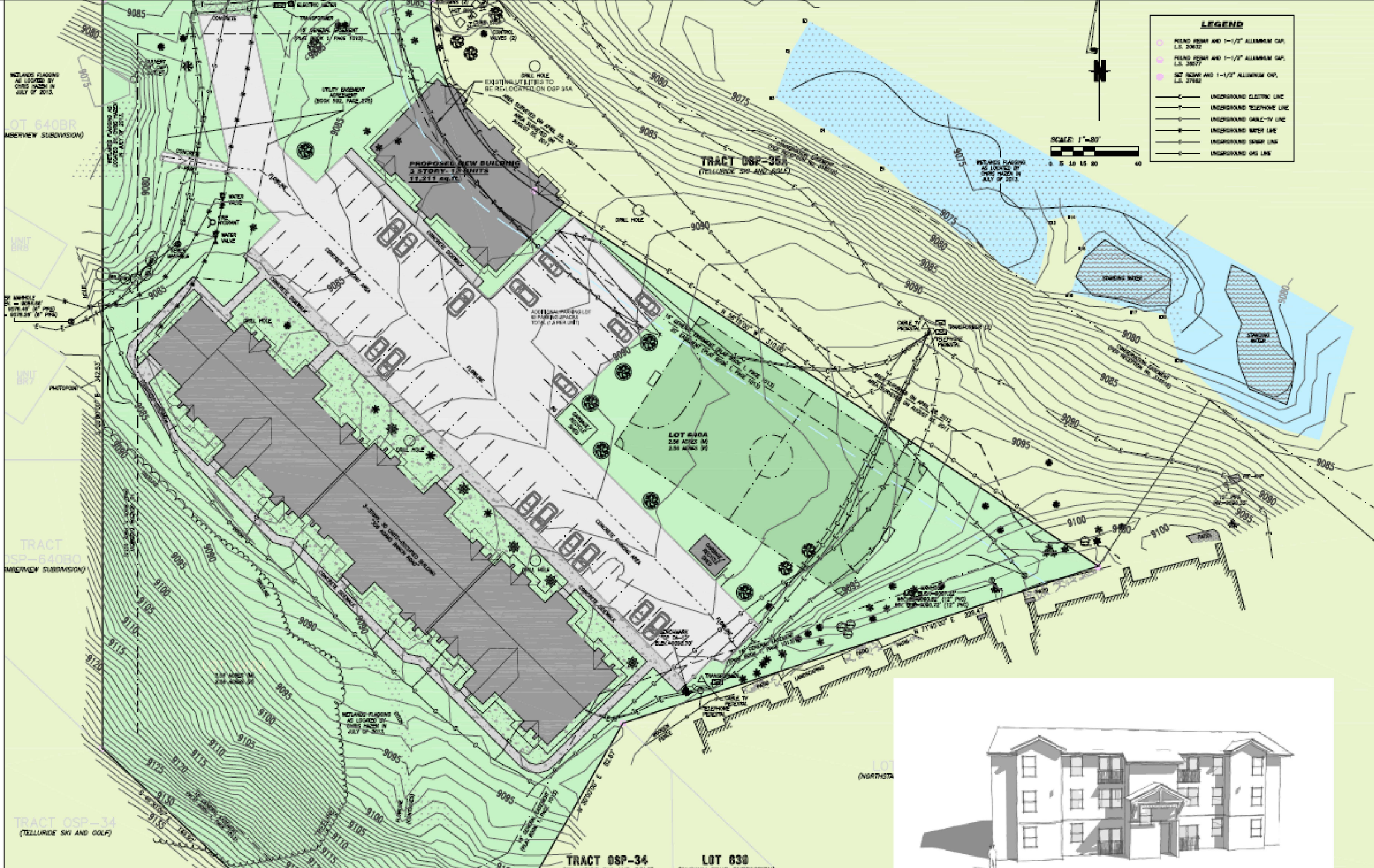
Lot Size: 2.56 Acres

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.

Existing and Proposed Density

Table 1: Existing and Proposed Zoning/Densities

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



LEGEND

- FOUND POH# AND 1-1/2" ALLUMINUM CAP, L.S. 30612
- FOUND POH# AND 1-1/2" ALLUMINUM CAP, L.S. 30577
- SET POH# AND 1-1/2" ALLUMINUM CAP, L.S. 31682
- 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.hilldustre.com

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

Telluride S&I and Golf
 LOT 640 A

Document Date:
 Sept. 30, 2019

Document Phase:
 Schematic Design

REV.	DATE	REMARK
1	5.1.19	CONCEPTUAL #1
2	5.16.19	CONCEPTUAL #1B ALTA
3	5.16.19	COUNTY TRANSFER
4		
5		
6		
7		
8		

**CONCEPTUAL
 SITE PLAN "A"**



TRACT OSP-34
 LOT 630

TRACT OSP-64088
 MBERVIEW SUBDIVISION

TRACT OSP-64090
 MBERVIEW SUBDIVISION

TRACT OSP-34
 (TELLURIDE SKI AND GOLF)



**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		

Outstanding Discussion Items:



1. Access to the OSP-35A (open-space parcel) from the Meadows Run Parking Lot.



2. Meadows Run Parking Lot current usage and future needs.



3. Potential year-round Chondola operations.



4. Meadows Subarea Infrastructure and Capacity.



5. Congestion within the Meadows Subarea and the potential for congestion to increase with increasing future density.



6. Future viability and use of the Meadows Park

Site Specific Policies

Provide a playfield on or adjacent to Parcel G. At minimum, provide park equipment desired by area neighbors such as a gazebo, grills, horseshoe pits, play equipment, a small playfield, and a regulation sand volleyball area.


Provide a fence along the North Star property line to the east.


Conformance with the Comprehensive Plan


- Town Council must determine if the applicants provision of the Site Specific Policies listed above meet the intend of the Goals, Policies and Provisions of the Comp Plan.
- Town Council is deliberating on whether the provision of a park alone satisfies General Conformance

General Conformance has been a key discussion point by the Council

Thank You

 John Miller; Senior Planner

 970-369-8203

 johnmiller@mtnvillage.org

John A. Miller

From: Emory Smith <edwardemorysmith@gmail.com>
Sent: Tuesday, February 18, 2020 4:09 PM
To: John A. Miller
Subject: Lot 640A Density Transfer

John,

Thank your for your time and effort at the lot 640A presentation as part of the 1/16/20 Town Council meeting. I listened to this meeting and reviewed the 2/20/20 Council agenda and I would like to provide the following public comment.

I take umbrage to the idea of transferring density from OSP-35A to lot 640A as EPA remediated wetlands are being converted into buildable land. If you review the OSP-35A site there is actually very little buildable land without substantial site improvement and even less buildable land when wetland buffers and setbacks are imposed.

With the return of native species including beavers in the last five years, this adjacent wetland is now having a resurgence/expansion to a true riparian habitat which was the purpose of the original EPA remediation. I think it would be prudent to have the wetland survey updated to confirm that the wetland delineation has not grown and is being reflected accurately in this design. When the wetlands have been confirmed and the true buildable footprint accessed, a conversation for transfer can then be held.

It is important to note that the entire TSG design includes possible encroachment into this wetland area. As noted at the 1/16/20 meeting, areas would need to be "filled in" and significant site work would be needed at the proposed "pocket park" and "walkway"; which is effectively directly adjacent if not in the wetlands. Can Town Council swap this land without fully understanding the limits of construction that the wetlands could and will impose?

A major area of concern that was voiced in both the November 2019 and January 2020 council meetings is the lack of provided parking. Per TSG's latest rendering, they are (5) legal parking spots short of the required number. TSG representative Blake Builder stated they could easily get (10) more parking spaces onto the lot; I am hard pressed to agree with that statement and I think it is imperative for TSG to display this in their site plan. From the agenda for the 2/20/20 meeting, "It should be noted that while these supplemental documents are conceptual they are important in order to show that the criteria for a rezone can be meet." If TSG cannot prove that they can fulfill the required parking, there is zero need to move forward and the motion for density transfer is rendered mute.

As TSG CEO Bill Jensen pointed out in his January comments to Council, the breadth of the meeting was wide ranging and not limited strictly to density transfer. It seems as if a greater conversation was required between TSG and Council and the following items were noted for Council review:

1. Access to the OSP-35A (open-space parcel) from the Meadows Run Parking Lot.
2. Meadows Run Parking Lot current usage and future needs.
3. Potential year-round Chondola operations.
4. Meadows Subarea Infrastructure and Capacity.
5. Congestion within the Meadows Subarea and the potential for congestion to increase with increasing future density.
6. Future viability and use of the Meadows Park

The six items above are exciting and encouraging but each topic should be addressed in a global manner with conversations with all parties (including Meadow residents). It is foolish to intermix these six additional requests with a simple density transfer that will ultimately negatively impact the living experience of the current Meadow residents.

This Thursday, 2/20/20, Town Council should ask TSG to verify the wetland delineation and confirm the required parking spots prior to moving forward with this transfer request. Any other Council decision would simply be ignoring the standard processes and the best interests of the current Meadow residents.

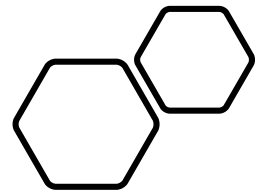
Thank you for your time and consideration,

Emory Smith

Density Transfer, Rezone, and Parking Variance Request

Lot 42B, Unit 21-C Blue Mesa Lodge

John Miller, Senior Planner; TMV



PROJECT GEOGRAPHY

Legal Description: *Condominium Unit 21-C, Blue Mesa Lodge Condominiums*

Address: 117 Lost Creek Lane

Owner: Gold Hill Holding, LLC

Zoning: Village Center

Existing Use: Accommodations and Commercial

Proposed Use: Multi-Family Residential and Commercial



Unit 21-C Background

Purchased in 2012

At that time – no associated parking dedicated to unit

429.9 square feet – Living room, bedroom, full bath, galley kitchen

Request:



Rezone of 1 efficiency lodge unit to 1 lodge unit



Variance to allow for Unit 21-C to rezone without the 0.5 required parking

Request:



Rezone of 1 efficiency lodge unit
to 1 lodge unit



Must meet the definition of a
lodge unit and meet the criteria
for decision listed in staff memo

Request:



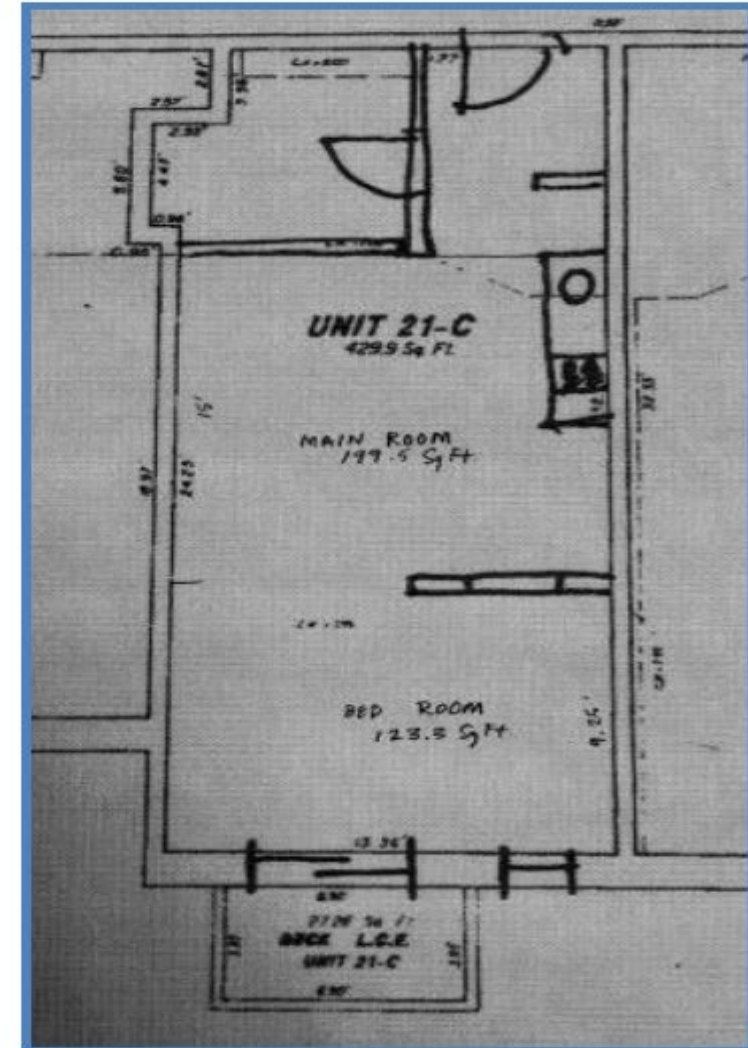
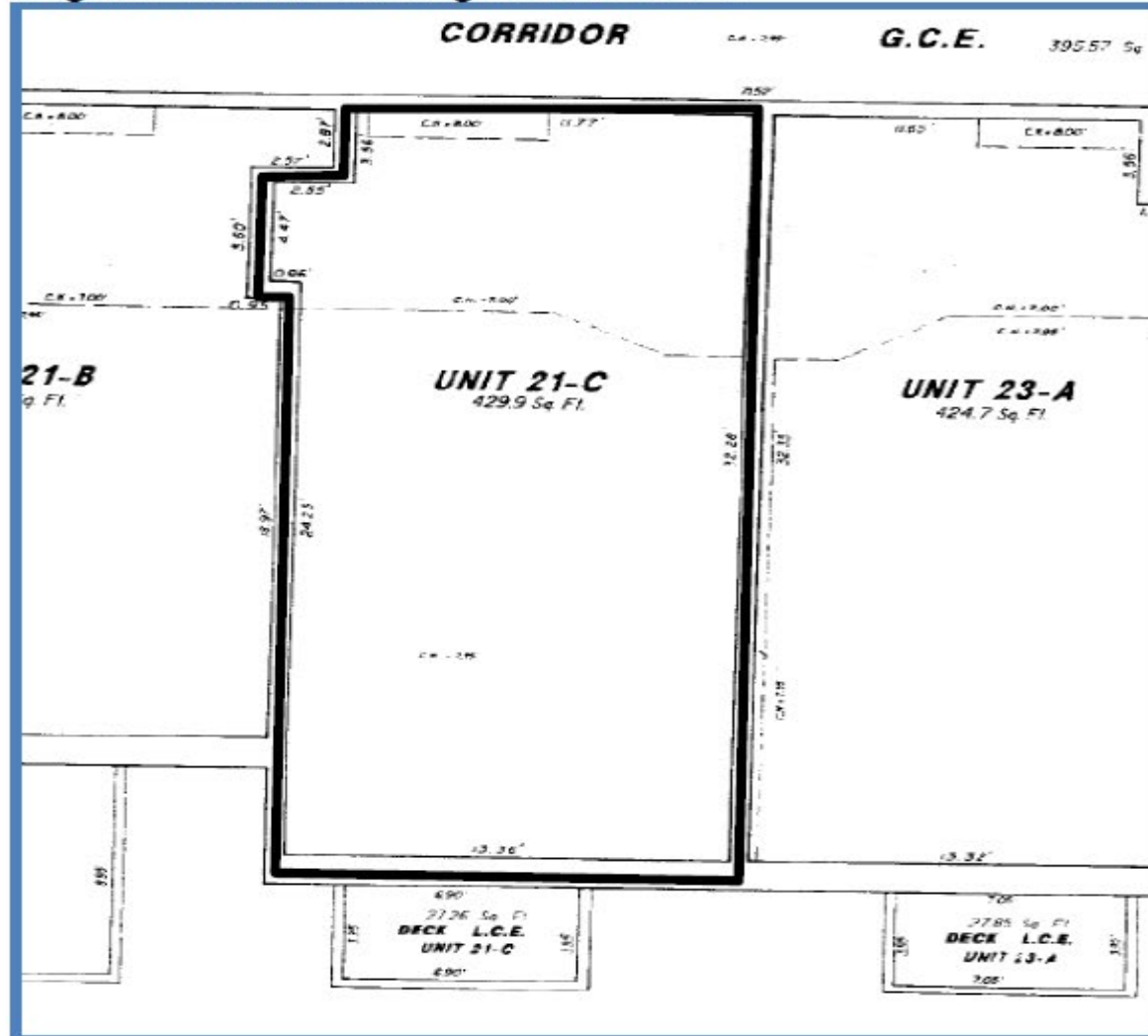
Must meet the criteria for decision listed in the staff memo



Variance to allow for Unit 21-C to rezone without the 0.5 required parking

Current Unit Configuration

Figure 1. Unit Configuration 21-C



Discussion and Analysis



Room Size and Configuration




Required Density – needs an
additional .25 units



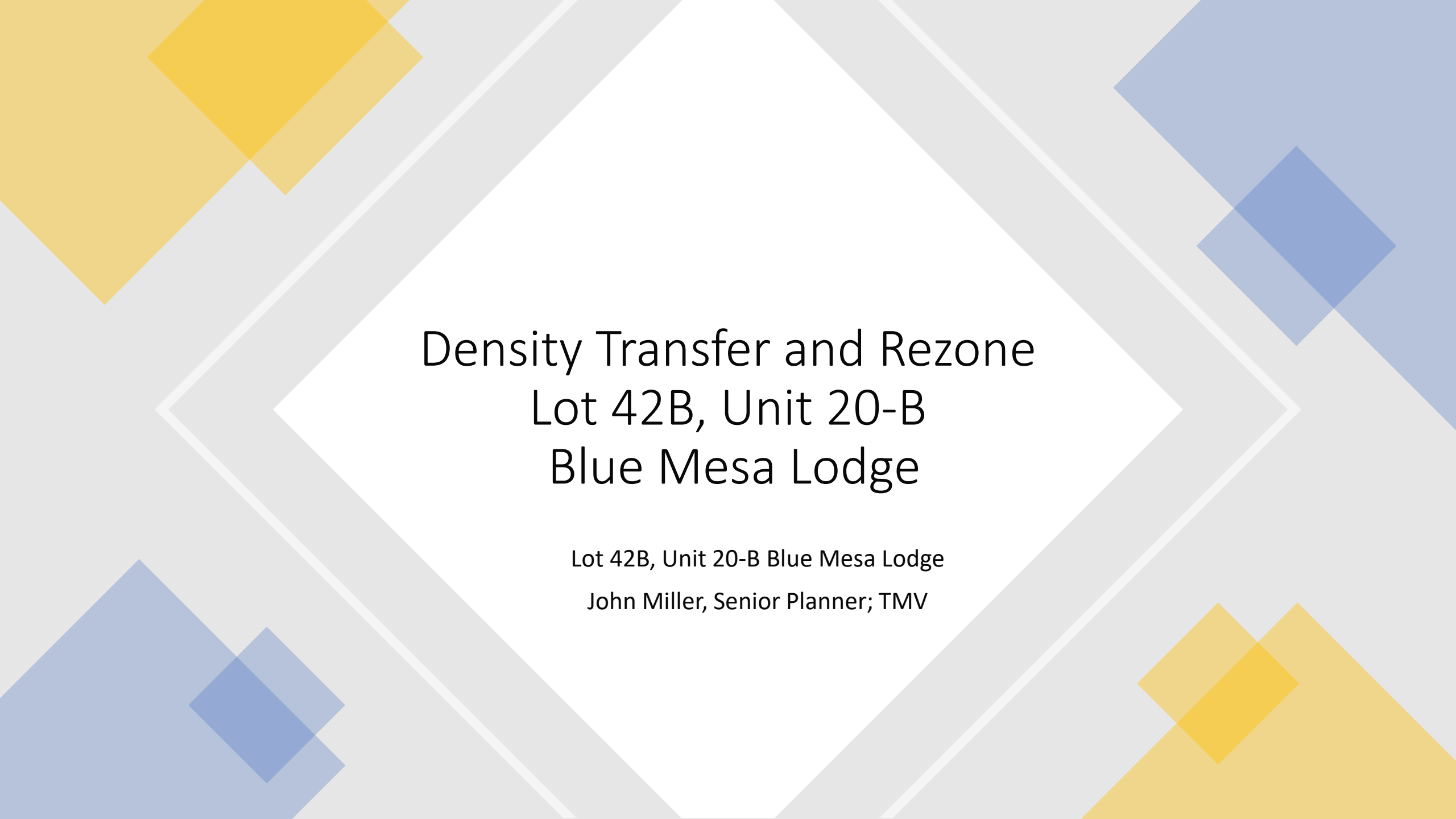
Required Parking; land use
triggers and concerns

Thank You

 John Miller; Senior Planner

 970-369-8203

 johnmiller@mtnvillage.org



Density Transfer and Rezone Lot 42B, Unit 20-B Blue Mesa Lodge

Lot 42B, Unit 20-B Blue Mesa Lodge
John Miller, Senior Planner; TMV

PROJECT GEOGRAPHY

Legal Description: *Condominium Unit 20-B, Blue Mesa Lodge Condominiums*
Address: 117 Lost Creek Lane
Owner: Gulf Realty Trust, Irene Cochran
Zoning: Village Center
Existing Use: Accommodations and Commercial
Proposed Use: Multi-Family Residential and Commercial



Unit 21-C Background

Purchased in 2004

Purchase included 2/3 parking

438.4 square feet – Living room,
bedroom, full bath, kitchen

Request:

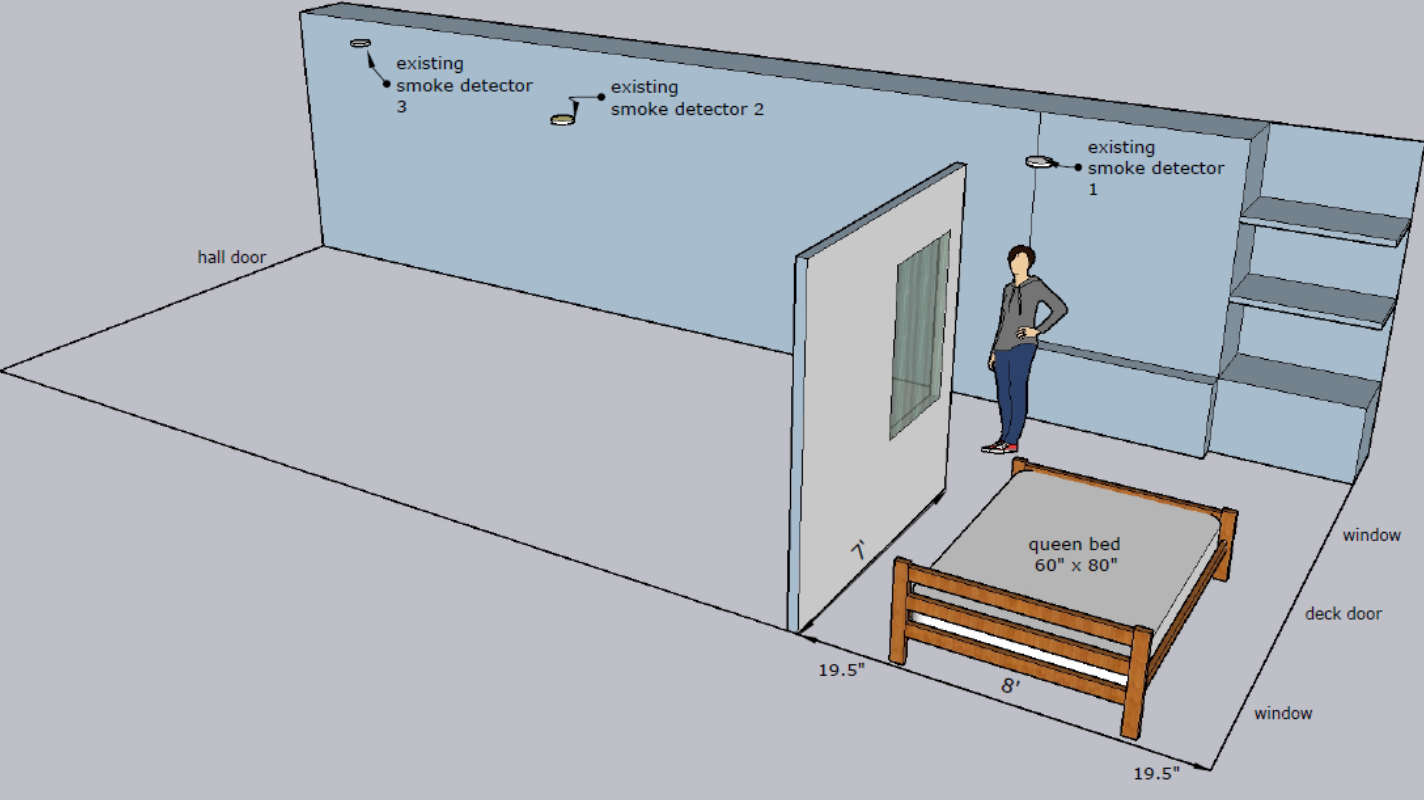


Rezone of 1 efficiency lodge
unit to 1 lodge unit



Proposal to install partition wall

Lot 42-B, Unit 20-B showing the proposed partition wall and room clearance with a queen bed



Current Unit Configuration



Discussion and Analysis



Room Size and Configuration




Required Density – needs an
additional .25 units



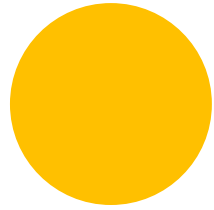
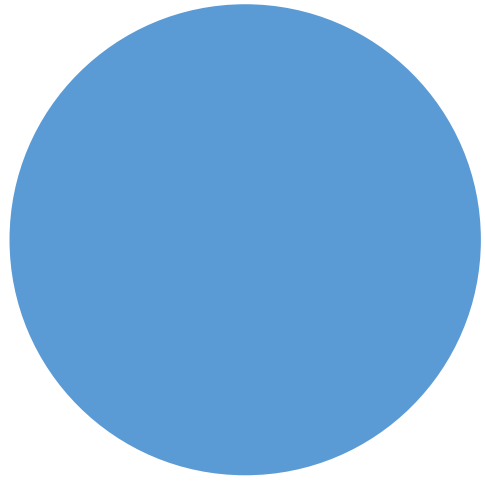
Required modifications

Thank You

 John Miller; Senior Planner

 970-369-8203

 johnmiller@mtnvillage.org



Minor Subdivision; Easement Vacation Request

Lots AR-34, AR-35, and AR-36, 102 Singletree Ridge

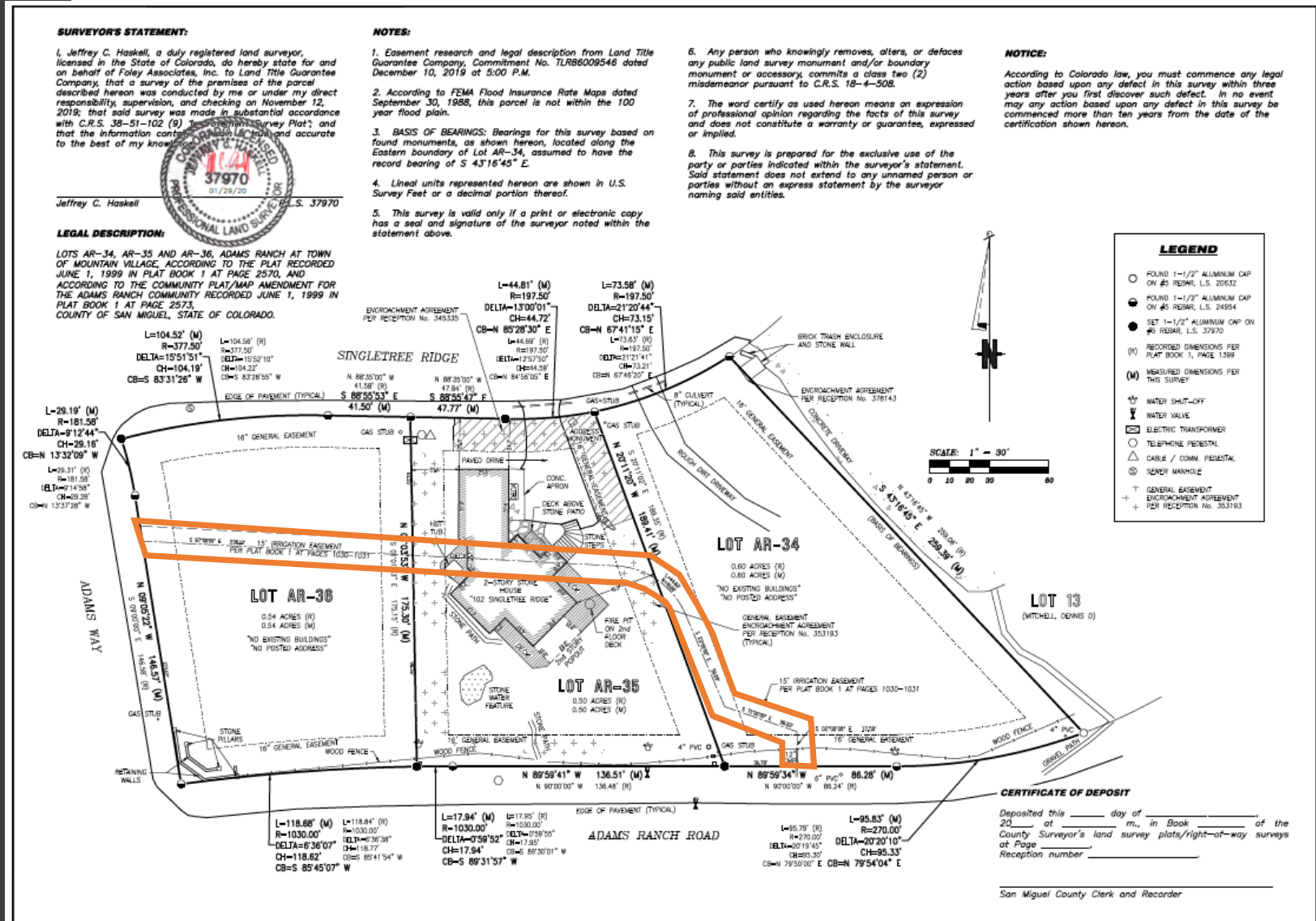
John Miller, Senior
Planner; TMV



Vicinity Map

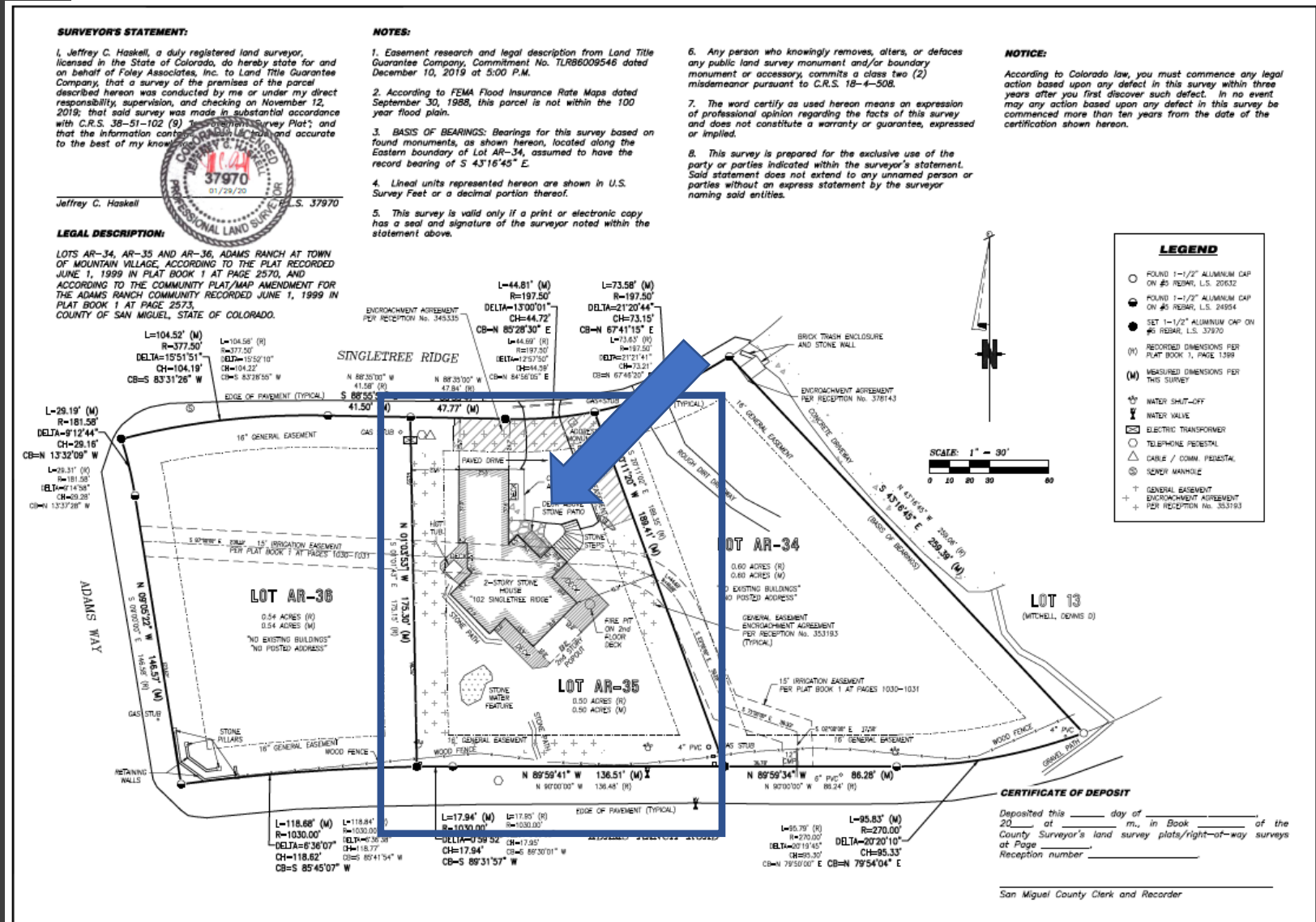
Applicant's Request:

- The applicants are proposing to vacate the 15' irrigation easement shown to the right.



Applicant's Request:

- The applicants are proposing to vacate the 15' irrigation easement shown to the right.



Discussion:


15' Irrigation Easement is the only easement to be removed.


No other modifications or adjustments to the lots are proposed.


Will not effect the zoning or density of the lots.

Public Works director has no concerns.

Thank You

 John Miller; Senior Planner

 970-369-8203

 johnmiller@mtnvillage.org

1 To: Town Council
 2 Town of Mountain Village
 3 Via email
 4 Cc: Michelle Haynes (MHaynes@mtnvillage.org) and Jim Mahoney (jmahoney@jdreedlaw.com)
 5 From: John Horn
 6 Date: February 18, 2020
 7 Re: Worksession regarding Community Development Code (CDC) amendments to the
 8 Planned Unit Development Regulations at CDC Section 17.4.12 – Redlines Comments To Draft
 9

10 The purpose of this memorandum is to provide comments on the draft amendment to CDC Section
 11 17.4.12. I would like to commend Michelle Haynes and Jim Mahoney on the current draft, it is a good
 12 first step to provide a more logical, understandable and workable PUD process than what currently
 13 exists. Perhaps comments from another set of eyes will assist their efforts.
 14

15 Please note the below redline is made to text copied from the PDF document posted on the Town’s
 16 website and, consequently, due to the formatting of a PDF versus a WORD document, the formatting
 17 may differ from the PDF in your Council packet. In the future, it may be possible to avoid this formatting
 18 issue if WORD formatted documents are made available to the public. I apologize for the late submittal
 19 of this memorandum, but the draft only became available on Friday.
 20

21 Thank you for reviewing my redlined comments, I hope you find them to be a helpful addition to the
 22 discussion. Before getting to the redline, I would like to point out what I believe are the most significant
 23 comments:
 24

Line	Comment
77	Throughout the draft there are several references to “hot-beds” that explicitly and implicitly indicate a bias for creating more hot-beds in Mountain Village. In view of the current community-wide discussion regarding concerns with over-development, does the Town really want to adopt new PUD regulations promoting the development of hot-beds and, consequently, over-development? Should the draft be modified so that it cannot be construed to be promoting the development of hot-beds?
147	1. Doesn’t starting the PUD process with a Class 4 two-step put us in the same predicament the community just experienced with La Montagne? Council is the elected body of the Town, the buck stops with them; DRB is an appointed body which cannot be held directly responsible for their actions by the electorate. Under a Class 4 process the DRB is the first Town body to review and weigh-in on the proposal placing the DRB in the La Montagne predicament of commenting on an application that Council has not yet provided guidance on. 2. In view of 1, does it make more sense to have the first step in the PUD process be a Council-only event (i.e. Class 5) so they can give the applicant initial guidance? Prior to filing an application for a new or amended PUD, should a prospective applicant be required to request a conceptual worksession pursuant to Section 17.6.4. The conceptual worksession shall consist of a meeting of the Town Council which may be attended by the DRB.
156	1. Having DRB weigh-in on mass and scale is a SUBSTANTIAL deviation from the current allocation of review responsibilities in the CDC. Currently, the DRB’s review responsibilities are limited to “ <i>review and comments on design-related issues pursuant to the Design</i>

	<p><i>Regulations.</i>” On the other hand, the current review responsibility for density, mass and scale is limited to the Council, “<i>Council shall focus its review on the other issues associated with a SPUD, such as mass and scale, public benefits, density, and general conformance with the Comprehensive Plan.</i>”</p> <p>2. If this proposed deviation was in effect at the time of the La Montagne application we may have had a very different result. In the July DRB worksession the DRB expressed support for the massive level of density, mass and scale contained in the application; a level that was unanimously rejected by Council in subsequent meetings.</p> <p>3. Consequently, I strongly recommend that Council do not shrink Council’s authority and control over density, mass and scale by extending DRB’s scope of review to include them.</p> <p>4. Finally, should it be made clear that these lines of authority apply throughout all steps of the process, and not only the Conceptual step?</p>
175	<p>As written, in the Sketch Plan step the submission of “<i>the initial architectural design review application</i>” is optional as a result of the word “may”, however, rather than optional, should it be mandatory? The stated purpose of the Sketch Plan step is “<i>for the applicant to present its development application to the DRB with Design Review Process plans that are designed/engineered solutions to the issues and concerns identified during the conceptual PUD stage</i>”. By requiring “<i>the initial architectural design review application</i>” at this step everyone will be assured that the necessary level of detail is provided to allow for a comprehensive review. As experienced in the La Montagne application, considerable architectural design detail was absent which made it impossible for Council to perform a meaningful review.</p>
191	<p>1. A massing model is probably the single most effective tool available to the Council to assist it analyzing density, mass and scale. Consequently, does it make sense to require a massing model at the earliest point in the process that makes sense? If a worksession step is required as discussed in the Line 147 Note, then the earliest sensible point in the process to require a massing model would appear to be at the Conceptual step. Following a worksession step the applicant would have received initial guidance from the Council in terms of density, mass and scale thereby providing the applicant with sufficient information from which to prepare a massing model. However, in the absence of a worksession step it would appear to be unfair to require a massing model at the Conceptual step.</p> <p>2. If the suggestion in item 1 is adopted, then does it make sense to require a more detailed massing model that is also updated based on the direction given by DRB and Council at the Conceptual step?</p>
209	<p>Currently the CDC states “<i>The purpose of the final SPUD is for the applicant to address to the DRB and Town Council, in a detailed manner, all issues and concerns raised during the sketch PUD stage and to present the Final SPUD plans and associated documents for consideration.</i>” From this excerpt, it is clear the purpose of the final step is to go through an exhaustive checklist to ensure that all “<i>issues and concerns</i>” have been addressed. Doesn’t it make sense that the need to ensure that all “<i>issues and concerns</i>” have been addressed remains codified in this section of the CDC? Unfortunately, it appears it has been deleted.</p>
269	<p>The Town may determine a reversion to the former zoning, density, and platting is not in the best interest of the Town. Or a landowner may wish to subvert Town goals by intentionally failing to comply with specific PUD requirements or allowing the expiration of</p>

<p>the vested rights for a PUD and thereby force the Town to revert a property's land use to the former zoning, density, and platting. Although there is no intention to allege subversion in the La Montagne scenario, it was crystal clear in that application process that the Council retained much, much greater control over the process by requiring a PUD amendment rather than allowing a reversion to the former zoning, density, and platting. By changing "shall" to "may" the Council is assured greater control over the situation.</p>

25

26

27 **17.4.12 PLANNED UNIT DEVELOPMENT REGULATIONS**

28 **A. Purpose and Intent**

29 The purpose and intent of the Planned Unit Development ("PUD") Regulations is to:

30 **1.** Permit variations from the strict application of zoning, land use, supplementary and/or
31 design regulations of the CDC in order to allow for flexibility, creativity and innovation
32 in land use planning and project design;

33 **2.** Provide for public benefits in exchange for land use variances and design variation
34 consideration;

35 **3.** Implement the Comprehensive Plan.

36 **B. General Standards**

37 **1. PUD Application.** A Planned Unit Development ("PUD") application can be made for
38 a single parcel of land, contiguous parcels of land or noncontiguous parcels of land,
39 controlled by a single landowner or by a group of landowners to be developed as a
40 unified plan (in the case of a single parcel) or unified project (in the case of two or
41 more contiguous or noncontiguous parcels).

42 a. The minimum density to be included in a PUD is ten (10) dwelling units.

43 Commercial, public and other non-residential projects may also be proposed as
44 part of a PUD.

45 **2. Authority to Initiate.** A development application for a PUD may be filed only by the
46 owner(s) of fee title to all land to be included within such PUD or other person holding
47 written consent thereto from the owner(s) of all land to be included in such PUD, or
48 any combination thereof. No PUD may be approved without the written consent of the
49 landowner(s) whose property is included in the PUD. Authority to initiate a PUD
50 amendment may be by the owner(s) of fee title to at least sixty-seven percent (67%) of
51 the real property within the PUD, an individual or entity having written permission of
52 the property owner described above, or the Town.

53 **3. Minimum PUD Size.** There is no minimum land area or property size to be included
54 in a PUD application.

55 **4. Concurrent Review.** The combination of application types into one submittal with
56 concurrent review is required as part of the PUD application process including and not
57 limited to the following types of applications:

58 a. Rezone application.

59 b. Density transfer application,

60 c. Initial and Final Architectural Design Review applications,

61 d. Subdivision application.

62 The PUD process shall govern concurrent review of additional applications. The
63 associated criteria for review for each type of application is required to be met
64 consistent with the CDC, unless a land use variance or design variation is sought
65 through the PUD process.

66

67 **5. Design Review.** The application may include the Initial and Final DRB Architectural
 68 Review as part of the PUD application. In lieu of the Initial and Final DRB
 69 Architectural Review approval, the minimum design requirements are listed below
 70 under Sketch PUD Plan. [insert cite here]

71 **6. Final PUD Plan.** The final PUD plan must be approved by Ordinance.

72 **7. Phasing.** An applicant can propose to phase the development of a PUD and if
 73 approved, the phasing terms would be outlined in the final PUD Agreement. Each
 74 phase of the development proposed shall be self-sufficient and not dependent upon later
 75 phases. Phases shall be structured so that the failure to develop subsequent phases shall
 76 not have any adverse impacts on the PUD, the surrounding environment, neighborhood
 77 and area. Town Council may prioritize phasing of hot-beds and workforce housing in
 78 advance of or concurrent with other zoning designations as deemed appropriate.

79 **8. PUD Development Agreement Required.**

80 a. An application for approval of a final PUD plan shall include a proposed PUD
 81 development agreement setting forth, at a minimum, the permitted uses and
 82 accessory uses, density, maximum and average building height and massing,
 83 zoning designations, floor area, site coverage, CDC and Design Regulations
 84 variations, rezonings, density transfers, subdivisions, requirements for the
 85 construction of any public improvements and facilities, public benefits,
 86 timetable and schedule of development, phasing requirements and conditions,
 87 any proposed conditions of approval and a statement establishing a vested
 88 property right.

89 b. The final PUD development agreement shall be executed by the owner(s) of
 90 the property included in the PUD development application and the Town and
 91 shall be recorded with the San Miguel County Clerk and Recorder at the
 92 applicant's expense.

93 **9. Public Improvements Agreement Required.** A PUD developer shall be responsible
 94 for the construction of all infrastructure, public facilities and improvements that are
 95 necessary for the development of the PUD, are required as a condition of approval of
 96 the PUD and consistent with CDC Section 17.4.13.F.L. Public Improvements Policy.

97 **10. Vested Property Rights.** Approval of a PUD constitutes approval of a site-specific
 98 development plan and an associated vested property right. See CDC Section 17.4.17
 99 Vested Property Rights. A separate vested property right application is not required
 100 through the PUD process. Extension of a Vested Property Right requires a class 4
 101 application consistent with CDC Section 17.4.17.

102 **11. Conflict.** To the extent of conflict between these PUD Regulations and C.R.S. 29-67-
 103 101 et seq., these regulations shall supersede that statute.

104 **C. Criteria for Decision**

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

- 106 a. The proposed PUD is in general conformance with the Comprehensive Plan;
- 107 b. The proposed PUD is consistent with the underlying zone district and zoning designations on the site
 108 or to be applied to the site unless the PUD is proposing a variation to such standards;
- 109 c. The development proposed for the PUD represents a creative approach to the
 110 development, use of land and related facilities to produce a better
 111 development than would otherwise be possible; and will provide amenities for
 112 residents of the PUD and the public in general;
- 113 d. The proposed PUD is consistent with and furthers the PUD purposes and

- 114 intent;
- 115 e. The PUD meets the PUD general standards;
- 116 f. The PUD provides adequate public benefits;
- 117 g. Adequate public facilities and services are or will be available to serve the
- 118 intended land uses;
- 119 h. The proposed PUD shall not create vehicular or pedestrian circulation hazards
- 120 or cause parking, trash or service delivery congestion; and
- 121 i. The proposed PUD meets all applicable Town regulations and standards
- 122 unless a PUD is proposing a variation to such standards.

D. PUD Public Benefits

124 **1.** One or more of the following public benefits shall be considered in the evaluation of a
 125 PUD application:

- 126 a. Hot bed zoning designations, commercial area, or workforce housing above the
- 127 existing platted zoning designations or density assigned to the lot or lots.
- 128 b. Attainment of principles, policies or actions envisioned in the Comprehensive
- 129 Plan and/or public benefits as identified in the public benefits table in the
- 130 Comprehensive Plan.
- 131 c. Public improvements above what would otherwise be required with
- 132 development consistent with the CDC.
- 133 d. Public facilities offered and/or identified as a public benefits within the
- 134 principles, policies or actions envisioned in the Comprehensive Plan.
- 135 e. Land dedications or easements.
- 136 f. Payment in lieu dedicated for town facilities, infrastructure, public parking or
- 137 workforce housing.
- 138 g. Open space or park dedications.
- 139 h. The provision of onsite public parking.
- 140 i. A deed restriction and/or management agreement committing to onsite short-term
- 141 rental of condominium or lodge zoning designation units for short term
- 142 bed base when not occupied by the owner.
- 143 j. The provision of commercial space deed-restricted for non-profit, public or
- 144 community use.

145 **E. PUD Process.** The steps in the PUD Process are as follows:

146 **1. Conceptual PUD Plan review (DRB and Town Council).** The Conceptual PUD Plan is a
 147 Class 4 application. Approval of the Conceptual PUD Plan constitutes the ability for the
 148 applicant to move to the next development review step. Conceptual approval will include,
 149 but not be limited to the following key elements of approval:

- 150 i. Mass (height, site coverage)
- 151 ii. Scale (including zoning designations and density)
- 152 iii. Use (mix of use and site planning consistent with the Comprehensive
- 153 Plan Eight Key Elements).
- 154 iv. Public Benefits
- 155 a. The DRB shall limit its focus its review and comments on design-related issues pursuant to the
- 156 Design Regulations. The Town Council shall focus its
- 157 review on all other issues associated with a PUD, such as mass and scale, public
- 158 benefits, density, use and general conformance with the Comprehensive Plan.
- 159 b. Conceptual PUD Plan approval is effective for a period of twelve (12) months
- 160 from the date of approval, unless the Town Council, upon request of the
- 161 applicant, grants an extension of the approval.

162 **2. Sketch PUD plan review.** The Sketch PUD Plan is a Class 4 Application. Sketch PUD
 163 plan review consists of a preliminary review and recommendation to Town Council
 164 regarding the PUD application (DRB) and Sketch PUD review by the Town Council.
 165 a. The purpose of the Sketch PUD plan review is for the applicant to present its
 166 development application to the DRB with Design Review Process plans that
 167 are designed/engineered solutions to the issues and concerns identified during
 168 the conceptual PUD stage and to address the criteria for decision.
 169 b. Sketch PUD approval authorizes the applicant to submit a final PUD
 170 application.
 171 c. Sketch PUD approval shall be effective for a period of twelve (12) months
 172 from the date of approval, unless the DRB, upon request of the applicant,
 173 grants an extension of the approval.
 174 d. The Sketch PUD plan application may also include the initial architectural
 175 design review application. If the PUD plan application does not include the
 176 initial and final architectural review applications, then the following minimal
 177 design submittal requirements shall be met with the Sketch PUD plan:
 178 i. Conceptual Site Plan. A conceptual site plan prepared by a qualified
 179 consultant (architect, engineer, planner, etc.) in accordance with the
 180 applicable regulations of the CDC (Design Regulations, Zoning
 181 Regulations, etc.) shall be submitted to show the proposed location of
 182 any roads, driveways, buildings, sidewalks, trails, parking areas,
 183 amenity areas, plaza areas, easements, or other intended or required
 184 development.
 185 ii. Conceptual Building Elevations and Floorplans: Conceptual
 186 architectural plans prepared by a Colorado licensed architect designed
 187 in accordance with the applicable regulations of the CDC (Design
 188 Regulations, Zoning Regulations, etc.) including but not limited to
 189 building elevations and floorplans with a scale of $\frac{1}{4}'' = 1'$ to $\frac{1}{16}'' = 1'$
 190 for larger scale projects.
 191 iii. Computer Massing Model. A computer massing model with interactive
 192 viewing capability (360 degree rotation, fly by, etc.) showing the
 193 proposed buildings and surrounding development to scale so the land
 194 uses and the visual impacts of the project can be evaluated pursuant to
 195 the CDC Comprehensive Plan project standards.
 196 iv. Conceptual Access Plan. A conceptual access plan providing access to
 197 and from the site of the rezoning shall be provided, including any
 198 needed infrastructure improvements as may be required by the
 199 Subdivision Regulations and the Road and Driveway Standards
 200 e. A draft PUD Agreement and draft ordinance are required to be submitted at
 201 this stage of Town review.
 202 f. The DRB and Town Council must approve the Sketch PUD plan in order for
 203 the applicant to continue to the Final PUD application.
 204 **3. Final Architectural Plan Review.** Final architectural plan review by the Design
 205 Review Board – when applicable. The Final Architectural Plan Review is a Class 3
 206 Application. The final DRB review must occur prior to the Final PUD plan review by
 207 Town Council.
 208 **4. Final PUD plan review** by the Town Council). The Final PUD Plan review is a Class
 209 5 application.

210 a. Final PUD approval shall include approval of an ordinance and PUD
211 development agreement.

212 b. Final PUD approval shall remain in effect for three (3) years following the date
213 of the Town Council ordinance approving the PUD unless the time frame is
214 extended by Town Council. The Town Council may approve a longer vesting
215 period for a final SPUD based on unique circumstances or development
216 objectives.

217 c. In the event, a Final PUD plan is approved absent an initial and final
218 architectural review approval, and was approved with the minimal design
219 submittal requirements at sketch plan review, the applicant must submit a class
220 3 initial architectural and design review application during the PUD Plan
221 approval period (3-year approval). The final architectural design review
222 application will also need to be filed during the PUD plan approval period and
223 will require a class 4 application. The DRB will review and render a decision
224 on the final architectural design. The Town Council will also approve the final
225 architectural review plan to assure that the final design plan is consistent with
226 the Final PUD plan approval.

227 **E. Planned Unit Development Amendment Process**

228 **1. Minor Amendments.** A Minor PUD amendment development application shall be
229 processed as a class 1 development application. A proposed PUD amendment is
230 considered minor, as determined by the Director of Community Development, if it
231 meets the following criteria for decision:

232 a. The PUD amendment is not substantial and maintains the intent and integrity
233 of the approved plan, including but not limited to the PUD development agreement, the associated plan
234 sets, required community benefits, or other public benefits or
235 improvements outlined in the PUD development agreement;

236 b. The PUD amendment does not change the density, zoning designation, increase
237 the floor area or significantly alter any approved building scale and mass of the
238 development; and

239 c. The PUD amendment will not result in a net decrease in the amount of open space nor result in a
240 change in character of any of the open space proposed
241 within the PUD.

242 **2. Major PUD Amendments.** A PUD amendment that is not classified as a minor
243 amendment is considered a major amendment. Major PUD amendments shall follow
244 the same PUD process steps as creation of a new PUD.

245 **F. Enforcement of the PUD Plan**

246 **1. By the Town.** The PUD Plan shall run with and be a burden upon
247 the land to which it applies. The rights and obligations set forth in the PUD
248 Plan shall run in favor of the Town and shall be enforceable at law
249 or in equity by the Town without limitation on any power or regulation otherwise
250 granted by law.

251 **2. By Residents, Occupants and Owners.** Those provisions of the PUD plan expressly
252 running in favor of the residents, occupants and owners of the PUD, whether recorded
253 by plat, covenant, easement or otherwise, may be enforced at law or in equity by such
254 residents, occupants or owners acting individually, jointly or through an organization
255 designated in the PUD plan to act on their behalf.

256 **3. Relinquishment of Resident and Owner Rights.** Residents and owners in a PUD

257 may, with the approval of the Town and to the extent and in the manner expressly authorized by the
 258 provisions of the
 259 PUD, modify, remove or release their rights to enforce the provisions of the plan, but
 260 no such action shall affect the right of the Town to enforce the provisions of the plan.

261 **G. Revocation or Modification of a PUD by the Town.**

262 **1.** The PUD development agreement shall provide for the right of the Town to modify or
 263 revoke a PUD for failure to comply with specific PUD requirements or without cause
 264 after the expiration of the vested rights for a PUD which has not commenced
 265 construction.

266 **2.** The owner(s) of property within the PUD boundary shall be notified of any
 267 modification, revocation or rezoning initiated by the Town.

268 **3.** Any Town Council action to revoke a PUD Plan pursuant to Section G.1 may result in the reversion of
 269 the subject

270 property to the land use in effect prior to the PUD approval including and not limited to
 271 the former zoning, density, and platting. The Town Council may elect to exempt the
 272 reversion of zoning, density, and platting for good cause and/or for reasons such as land exchanges, or
 273 land

274 conveyance within or outside of the PUD boundaries that were contemplated by the
 275 original PUD approval.

276 **4.** In the event the Town initiates a modification to a PUD for failure to comply with
 277 specific requirements of a PUD, the Major PUD amendment process shall be followed.

278 **5.** In order to revoke a PUD, the Town shall hold one Town Council worksession, one
 279 preliminary revocation public meeting, and one final revocation Town Council public
 280 hearing all of which shall be noticed in accordance with the notice requirements for
 281 class 4 applications even though the revocation process is not a class 4 application.

282 **H. Expiration of a PUD.**

283 **1.** Expiration of a Final PUD approval shall result in the reversion of the subject property to the land use
 284 in effect prior to the PUD approval including and not limited to the
 285 former zoning, density, and platting. The Town Council may exempt the reversion of
 286 platting for good cause and/or for reasons such as land exchange, or land conveyance
 287 within or outside of the PUD boundaries. An exemption from the reversion of platting
 288 can be contemplated as part of the PUD approval, amendment or modification process
 289 for good cause or for reasons set forth in this section. Exemptions to platting for new,
 290 amended or modified PUD's shall be documented in the PUD Agreement.

291 **I. Prior-Approved PUDs.**

292 **1.** PUDs approved prior to the effective date of the CDC are valid and enforceable under
 293 the terms and conditions of the approved development agreements. Modifications to
 294 such PUDs may be proposed pursuant to the PUD amendment process.

295 **2.** A developer of a PUD approved prior to the effective date of the CDC may propose to
 296 create a new PUD Plan pursuant to the PUD Regulations following the process and
 297 requirements set forth herein. If a new PUD Plan is approved it shall revoke
 298 and supersede the prior PUD as set forth in the new PUD Plan.

299