

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, NOVEMBER 19, 2020, 8:30 AM  
TO BE HELD REMOTELY VIA ZOOM WEBINAR**

**AGENDA REVISED 3**

[https://zoom.us/webinar/register/WN\\_dXYQkgCNQ328-1e1ZEA9Lg](https://zoom.us/join/zoom/register/WN_dXYQkgCNQ328-1e1ZEA9Lg)

(see login details below)

Updated 11.17.20

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	30	Wisor	Legal	Executive Session for the Purpose of Receiving Legal Advice and Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators with Respect to Telluride Conference Center Pursuant to § 24-6-402(4)(b) and (e)
3.	9:00	5			Public Comment on Non-Agenda Items
4.	9:05	5	Lambert	Action	Consideration of an Appointment to the Green Team Committee: 1. One "At Large" Seat
5.	9:10	5	Johnston	Action	Consideration of an Appointment to the Business Development Advisory Committee (BDAC): 1. Mountain Village Merchant Seat
6.	9:15	20	Martelon Skinner	Informational	Marketing Telluride Inc., (MTI) and Colorado Flights Alliance (CFA) Bi-Annual Report
7.	9:35	5	Dohnal Berry	Informational	2020 Regional Green House Gas Report Discussion
8.	9:40	10	Prohaska	Action	Consideration of Approval of the Solar Incentive Program
9.	9:50	10	Binder	Informational	KOTO Broadcast Discussion
10.	10:00	10	Wisor	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending the Town of Mountain Village Affordable Housing Deed Restriction
11.	10:10	10	Haynes	Action	Consideration of Forest Management Programs, Staffing and Budget Implications
12.	10:20	5	Swain	Public Hearing	Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District: Public Hearing on the Proposed 2021 and Revised 2020 Budgets
13.	10:25	60	Swain	Informational Action	Finance: a. Presentation of the October 31, 2020 Business & Government Activity Report (BAGAR) b. Consideration of the September 30, 2020 Financials c. First Reading, Setting of a Public Hearing and Council Vote on an Ordinance of the Town Levying Property Taxes for the Year 2020 to be Collected in 2021 d. First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Adopting the 2021 Budget and Revising the 2020 Budget e. Consideration of a Resolution Adopting Certain Fee Schedules Effective January 1, 2021
14.	11:25	10	Haynes Applicant	Action <b>Quasi-Judicial</b>	Consideration of a Resolution to Approve a Conditional Use Permit to Allow for a Driveway and Associated Access Over an Estimated 800 Square Foot Portion of OSP 20 Benefitting Lot 716 Consistent with Table 3-1: Town of Mountain Village Use Schedule
15.	11:35	10	Ward Applicant	Action <b>Quasi-Judicial</b>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone Located at Lots 517 and 518, 146 Russell Dr., to Transfer One Single-Family Unit of Density into the Density Bank
16.	11:45	10	Miller Applicant	Action <b>Quasi-Judicial</b>	Consideration of a Resolution regarding a Conditional Use Permit to Allow for a Health and Wellness Program to Occur Within a Single-Family Home Located at Lot 114, 160 Country Club Drive, Pursuant to Section 17.4.14 <i>This Item was Continued from the</i>

**TOWN COUNCIL MEETING  
AGENDA FOR NOVEMBER 19, 2020**

					<i>October 15, 2020 Regular Town Council Meeting. The Applicant has Requested that the Application be Withdrawn.</i>
17.	11:55	20	Haynes Applicant	Action <b>Quasi-Judicial</b>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Major PUD Amendment to Extend the Length of Validity and Vested Property Rights for a Site-Specific Development Plan for Lot 109R from December 8, 2020 to December 8, 2022
18.	12:15	5	Miller Telski Representative	Action <b>Quasi-Judicial</b>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone located at Lot 648AR, 313 Adams Ranch Road, to Rezone and Convert Three (3) Units or 3,264 Square Feet of Commercial Space into Four (4) Employee Apartments
19.	12:20	15			Break
20.	12:35	25	Miller Stenhammer	Action <b>Quasi-Judicial</b>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Rezone and Density Transfer Application to Rezone Columbia Place Condominiums (Lot 37) Units 5-12 (8 units total) from a Hotel Efficiency Zoning Designation to Lodge Zoning Designation <i>This Item was Continued from the October 15, 2020 Regular Town Council Meeting</i>
21.	1:00	10	Miller	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Regarding a Variance for Parking Requirements for 6 of the 8 Units at Columbia Place Condominiums (Lot 37) Units 5-12 (8 Units Total), (a Request to Waive a Parking Space Equivalent of 3 Parking Spaces) <i>This Item was Continued from the October 15, 2020 Regular Town Council Meeting</i>
22.	1:10	30	Howard	Informational	San Miguel Regional Housing Authority (SMRHA) Update and Review of 2021 Budget and Goals
23.	1:40	15	Loebe Kjome Montgomery	Informational	Staff Reports: a. Transit & Recreation b. Public Works c. Town Manager
24.	1:55	20	Montgomery Holmes Kjome	Informational Action	<b>Other Business:</b> a. Safer at Home Public Health Order Discussion b. Consideration of Approval to Hire a Recently Vacated Water Department Position and a Road & Bridge Position
25.	2:15				Adjourn

**Please note that times are approximate and subject to change.**

SJ  
11/06/2020

You are invited to a Zoom webinar.  
When: Nov 19, 2020 08:30 AM Mountain Time (US and Canada)  
Topic: November 19, 2020 Regular Town Council Meeting

**Register in advance for this webinar:**

[https://zoom.us/webinar/register/WN\\_dXYQkgCNQ328-1e1ZEA9Lg](https://zoom.us/webinar/register/WN_dXYQkgCNQ328-1e1ZEA9Lg)

After registering, you will receive a confirmation email containing information about joining the webinar.

**Public Comment Policy:**

- The Town Council will take your comments during all virtual Town Council meetings through the zoom conference app through the raise hand function where when called for the presiding officer will acknowledge those who have used the raise hand function and unmute such speaker.
- Please do not comment or use the raise hand function until the presiding officer opens the agenda item to public comment.
- All those wishing to give public comment must identify their full name and affiliation, if any, to the Town of Mountain Village.



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- Please keep your comments as brief and succinct as possible and under two minutes. Please refrain from repeating what has already been said by others in the interest of time. You may simply state that you agree with a previous speaker's comments.
- No presentation of materials through Zoom screen sharing shall be allowed for non-agendized speakers unless submitted 48 hours prior to the meeting date.
- Commenters shall refrain from personal attacks and maintain a civil tone while giving public comment.
- Written materials must be submitted 48 hours prior to the meeting date in order 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.

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 mvclerk@mtnvillage.org

**STAFF MEMO:**

**Agenda Item # 4**

TO:	Town Council
FROM:	Christina Lambert, Senior Deputy Town Clerk
FOR:	Town Council Meeting of November 19, 2020
DATE:	November 11, 2020
RE:	Consideration of an Appointment to the Green Team Committee

**FROM THE GREEN TEAM COMMITTEE BYLAWS:**

**Section 1. Appointments.**

- A. The Committee shall consist of no less than seven members and one (1) alternate seat, each of whom shall be appointed by Town Council and reflect the following membership:
  - 1. Two Councilors
  - 2. Two Residents of the Town. Residents are defined as any person who maintains his or her principal residence within the Town, to which he or she intends to return whenever absent
  - 3. One member of the Telluride Ski & Golf Company (TSG)
  - 4. One member of Telluride Mountain Village Owners Association (TMVOA)
  - 5. One at large member
  - 6. One at large alternate seat
  
- B. Town Council may interview all candidates prior to appointing the Committee as an action at any regular or special meeting.

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

One Council member, one at large member, one resident, and one at large alternate seat shall serve two-year terms. One Council member, one resident, the TSG representative and the TMVOA representatives shall serve three-year terms



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**OVERVIEW:**

These are the current members of the Green Team Committee:

Members	Position	Appointed	
Marti Prohaska	Town Council	Jul-19	Jul-22
Patrick Berry	Town Council	Jul-19	Jul-21
Jonathan Greenspan, Vice Chair	Resident	Sep-20	Sep-23
Cath Jett, Chair	Resident	Sep-19	Sep-21
Erin Kress	TSG	Sep-20	Sep-23
Marla Meridith	TMVOA	Sep-20	Sep-23
Mike Follen	At Large	Sep-19	Sep-21
Christina Lambert	Staff - support		
Zoe Dohnal	Staff - support		
Inga Johansson	At Large Alternate	Jan-20	Jan-22

Scheduled for appointment at the November 19 Town Council meeting is one at large seat. This appointment is to fill the remaining term of Mike Follen's vacant seat (November 2020 through September 2021).

Applicants:

- Danielle Lewis
- Heather Knox
- Jonette Bronson
- Randy Root

The Green Team Committee provided the following appointment recommendation to Town Council:

- Jonette Bronson

Attachments:

- Letters of Intent
- Resumes (optional)

**RECOMMENDED MOTION:**

Motion to appoint \_\_\_\_\_ to an at large seat on the Green Team Committee for the remainder of a two-year term. (ending September 2021)

Dear Town of Mountain Village Green Team:

I am very excited about the opportunity to be a part of the Mountain Village Green Team Committee. I am currently in my second year working at Ski Butlers in Mountain Village. Executing flawless events requires an organized, strategic mind combined with creative in-the-moment problem solving – qualities I have honed over six years in Athletics. Over the last year, I have come to realize I have a strong passion for sustainability and the urge to learn about how to incorporate it into my community. Although I do not have any specific sustainability experience, I am open to learn and motivated to work. I would like this role to sling shot my involvement in the community now and into the future. This realization is why I would be a perfect candidate for the open position! I am excited to translate my goals and passion to create more of an action plan. I am also excited to be challenged in a measurable atmosphere and practice my transferable skills of sales, leadership, and organizational skills to represent a newer passion of mine.

My previous professional experience has taught me the importance and benefit of community and health. The experience I have of managing athletic teams, budgeting equipment needs, personal assessments, and marketing will aid in the development of sustainability projects. The time I have spent in community outreach environment has only established my true passion for personal development and affiliations. I am incredibly drawn to the leadership interaction and developing relationships. I understand the need to innovate to create unique experiences, shift priorities quickly, and lead strong teams. An integral part of managing successful accounts is maintaining strong partnerships by focusing on solutions while sticking to the company's expectations. These components are important facets to perfecting the practical experience and didactic components of a well-versed representative of the Green Team. I would thrive in a number of the position requirements and am more than elated to be able to expand my skills and grow for and with a department that I entirely support with a philosophy I live my personal life by.

My key accomplishments include:

- **Team Building/Resourceful problem solving:** Quickly responds to issues on the spot involving scheduling or individuals not doing their required work.
- **Leadership skills:** Headed a team of 60 total individuals to develop each team according to their personal needs and assessment reviews. Setting goals and establishing training programs is what I have done in my previous jobs through a variety of paths.
- **Innovation/Education:** Understanding what an individual requires and applying the knowledge I have is a special skill I have applied over the last six years.

I am thrilled about the opportunity to learn about and be a part of a sustainability program! I believe my experience and longitudinal interests in constructive philosophical foundations and effective leadership will compliment your movement well. I welcome the chance to discuss how my experience, education and values blend with this opportunity. Please feel free to contact me at (319)430-2060 or email me at [daniellejlewis14@gmail.com](mailto:daniellejlewis14@gmail.com). Thank you for considering my application. I look forward to hearing from you.

Kind Regards,

Danielle J. Lewis

**Danielle Lewis**  
DANIELLEJLEWIS14@GMAIL.COM • (319)430-2060

## **EDUCATION**

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**Master of Exercise Science** August 2011 – December 2013  
University of Louisiana at Monroe, Monroe, LA

**Bachelor of Science** August 2007 – May 2012  
Loras College, Dubuque, IA

## **SUMMARY OF QUALIFICATIONS AND COMPETENCIES**

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- Ability to cope with failure and use critical thinking for organizational planning.
- Outstanding communication skills. Comfortable interacting with all organizational and cultural levels.
- Flexible and adaptable. Assimilate quickly in transition, switching roles as needed to maintain productivity and embrace new concepts and methods in every aspect of training.
- Resourceful problem solver. Adept in anticipating and analyzing problems, then formulating solutions.
- Strong communication skills and ability to supervise and motivate teams to perform at high levels through training, mentoring, and establishing clear production expectations.
- Resilient desire to push my limits with education and allow humility in the work environment. Consistent research and seminars that challenge my beliefs and techniques will be received and practiced according to the individual's communication style and needs assessment.
- Strong people and presentations skills, and excellent written and verbal communication skills.
- High level of customer services experiences as well as customer record management experience.

## **PROFESSIONAL EXPERIENCE**

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**Ski Butlers**, Telluride, CO September 2019 – Present  
General Manager of Sales and Operations

- Manage daily operational activities of a small team. Identified inefficiencies and made recommendations for process improvements
- Consistently met and exceed gross profit goals. Effectively controlled costs and developed operating budgets.
- Maintained a Net Promoter Score of 94% with customers

**Club Pilates**, Madison, WI April 2018 – September 2019  
General Manager

- Independently make decisions related to high-level customer service in association with hiring, class programs, continuing education, and implementation of studio events
- Lead generation including Grass Roots Marketing and Networking while implementing the sales process. Setting membership goals and developing plans in the multiple pillars of income associated with the studio growth.
- Actively participate in activities provided by the studio to increase positive and cooperative relationships with contacts while increasing brand awareness and building affiliations with the staff, public, and other businesses.
- Plans, coordinates, and supervises the management of over 2,000 studio prospects and over 250 members with regular follow ups to accommodate the needs of the studio and outreach.



## Danielle Lewis

DANIELLEJLEWIS14@GMAIL.COM • (319)430-2060

**REI**, Madison, WI September 2018 – Present

Sales Associate

- Assist with customers throughout the store
- Work with sales associates to create a solid customer service experience
- Identify issues and effectively communicate them to leaders

**Colorado State University**, Fort Collins, CO August 2015 – April 2018

Assistant Strength and Conditioning Coach

- Administer and manage the athletic development programs for women's basketball, golf, and tennis while measuring monthly progress with testing protocol to identify performance trends and resolve problems.
- Serve as a mentor and role model to students in relation to performance expectations, professional development, and student staff development/leadership.
- Implement annual athlete evaluations: conduct and review evaluations, identify patterns, determine merit, and recommend changes to improve performance and/or work productivity.
- Coordinate and participate in regular staff meetings with all athletic personnel for individual reviews.

**Jax Outdoor**, Fort Collins, CO March 2017 – Present

Sales Associate in Footwear Department

- Assist with promotion, sales and organization of sales floor in the footwear department.
- Attended product knowledge seminars to maintain up to date knowledge and network with industry and contacts.
- Enforce policies and procedures and ensure that my sales team achieves the customer service levels set by the organization, resulting in an annual increase of customer satisfaction.
- Dealt with customer queries; analyzed precise ongoing market analysis and evaluation of competitor and looked out for unique ways to enhance sales.
- Foster strong relationships with customers and strategic associated to elevate brand awareness through community initiatives.
- Excellent listening skills, including the ability to identify and isolate customers concerns or objections, in addition to excellent written and oral communication skills.

**Florida A&M University**, Tallahassee, FL August 2013 – August 2015

Assistant Strength and Conditioning Coach

- Run all aspects of weight room operations regarding schedules, meetings, and programs in accordance to the University philosophy to improve environment, health, and staff relationships.
- Embrace and apply the tenants of a team model with student and career staff to sustain an inclusive and trusting working environment.
- Manage business relationships across multiple departments and levels

## PROFESSIONAL DEVELOPMENT AND SERVICE

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Communication Seminar 11/2017

Interpersonal Violence Seminar 1/2018

## Danielle Lewis

DANIELLEJLEWIS14@GMAIL.COM • (319)430-2060

### **MEMBERSHIPS & CERTIFICATIONS**

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United Powerlifting Association (UPA) Member/Competitor (2009 – 2011)

2010 Best Female Lifter

2010 National Champion 165 weight class

2011 National Champion 165 weight class

USA Weightlifting Level 1 Club Coach (USAW)

Certified Strength and Conditioning Coach (CSCS)

Member of National Strength and Conditioning Association (NSCA)

Myokinematic Restoration certified through Postural Restoration Institute (PRI)

Pelvis Restoration certification through Postural Restoration Institute (PRI)

Postural Respiration certification through Postural Restoration Institute (PRI)

PRI Integration for Fitness & Movement certified through Postural Restoration Institute (PRI)

CPR/First Aid/AED Certified 2017

Reflexive Performance Reset 2017 (PRP)

Pilates Certification (2019)

November 10, 2020

Christina Lambert  
Mountain Village Clerk

Mountain Village Clerk –

Please consider this letter of interest for the open ‘at large’ seat for the Mountain Village Green Team.

A little about me:

Heather Knox grew up in Minneapolis, MN. After graduating from Breck high school, Knox attended and graduated from Colorado College in 1994. After living in Santa Fe for a bit, Heather found employment in Telluride, CO in 1995. Over the 25 years that Knox has been in the Telluride region, Heather has worked as the Director of Economic Development for the town of Mountain Village, as the Executive Director of the Michael D. Palm Theatre, and as the Executive Director of EcoAction Partners.

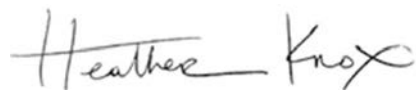
Since 2017 Knox has served, and continues to serve, on the State of Colorado Pollution Prevention Advisory Assistance Committee that guides CDPHE RREO Grants. Heather is committed to recycling and waste reduction, and passionate about composting, in particular. During her tenure at EcoAction, Knox applied for and instituted an RREO mini-grant to bring composting to the Town of Ophir, population of about 240, located at 9700’. Ophir’s composting program continues to thrive, diverting approximately 8,000 pounds of waste annually.

Knox recently proposed a Pro-Tainer trailer to Mountain Village’s Green Team to bring a composting program to the Farm to Community Food Program participants, other residents, and possibly pre-consumer food waste from the commercial sector. If Mountain Village purchases the Pro-Tainer, Knox is very interested in assisting with the implementation of this program.

Additionally, Heather is a committed trail-user, an outdoor enthusiast, mountain biker, and back country skier. Knox is also working on getting her EMT certification.

Thank you very much for your consideration for this open seat on the Green Team.

Best,

A handwritten signature in black ink that reads "Heather Knox". The signature is written in a cursive, flowing style.

Heather Knox

# HEATHER ALEXANDER KNOX

PO BOX 2441, TELLURIDE, CO 81435 | 970.729.3362 | HKNOX9500@GMAIL.COM

## CURRENT PROJECTS

**Composting & Waste Reduction Proposal for Town of Mountain Village Farm to Community Program & Greater Mountain Village**  
*Currently developing a plan in partnership with the Fresh Food Hub out of Norwood, CO for waste reduction and composting services for the Town of Mountain Village's Farm to Community Food Program and more MV locations. The proposed plan achieves the directive from MV Town Council to expand composting services, and it brings valuable organic matter to the farmers that grow the food for the program.*

### **Consulting, Grant Writing & Guidance for clients:**

- **Paradox Valley School** submitting the Tri-State Resiliency Grant
- **EcoFuel Technology Business (converting waste plastic to energy)** **2019 – CURRENT**  
*Assisting with planning & budgeting for EcoFuel in preparation for writing, & submitting Grants in 2021 including Rural Economic Jump Start Grant for Montrose County, and a possible 2021 RREO Infrastructure Grant.*

**Recycle Colorado Western Slope Council Member since inception** **2019 – CURRENT**  
*RCWS Council works together on the issues of recycling, composting and waste that impact our Western Slope haulers, recyclers and landfills. The council just celebrated its one-year anniversary in August.*

**Colorado Department of Public Health & Environment: Pollution Prevention Advisory Board Assistance Committee** **2017 – CURRENT**  
*The Recycling Resources Economic Opportunity (RREO) Program provides funding that promotes economic development through the management of materials that would otherwise be landfilled. Funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse. Grants and rebates are overseen by the Pollution Prevention Advisory Board and its corresponding Assistance Committee. Since its inception in 2007, the program has awarded nearly \$25 million to businesses, local governments, nonprofit organizations, and schools and universities to help develop recycling infrastructure and promote sustainable behavior change in communities across Colorado. Committee consists of 13 individuals representing CDPHE, CO Energy Office, CO Economic Development Office, urban and rural municipalities, and non-profit organizations; committee meets monthly or bi-monthly.*

## PREVIOUS EXPERIENCE

**EcoAction Partners: Executive Director** **Jan. 2014 – Jan. 2020**

*Directs EcoAction Partners, the regional sustainability organization serving the towns of Telluride, Mountain Village, Ophir, Norwood, Ridgway and Ouray, and San Miguel and Ouray Counties*

### Strategic Partnerships & Accomplishments:

- **Green Projects Grant Program:** 2018 – 2019 Created and developed Telluride Green Grants to measurably reduce greenhouse gas emissions through public and private energy reduction projects. The Green Grants were adopted by the Town of Telluride in 2018 and projects funded through 2019. All Telluride-specific marketing materials and implementation regulations were created by my team. Telluride Green Grants is a rolling annual program for energy reduction projects utilizing \$50K in Town of Telluride Energy Impact fees.
- **Composting for the Town of Ophir:** 2018 Secured State of Colorado Resource Recovery, Recycling, Economic Opportunity Mini-Grant for equipment & implementation of neighborhood composting program for the Town of Ophir, located at 9,700' elevation. The continued success of this program diverts & composts approx. 9,000+ pounds of food waste annually. Soil is used in the Ophir's Community Garden.
- **Established Partnership with Energy Outreach Colorado and San Miguel Power Association:** Implemented San Miguel Power Association's Income Qualified Weatherization Program (SMPA IQ) 2016 - 2020. SMPA IQ brings home weatherization services to low & mid-income families served by SMPA in San Miguel, Ouray, Montrose, Delores and San Juan counties. Black Hills Energy joined the program in 2019. The weatherization program is the precursor for the SMPA IQ Solar program, which provides solar panels to further off-set utility costs for low income. Since its inception in 2016, Energy Outreach Colorado, SMPA & Black Hills have provided over \$350K in funding for weatherization improvements to these needy homes.
- **Coordinated Twice/Year Electronics Recycling:** 2014 – 2019 Provided Regional electronics recycling services through a contractor for San Miguel County. San Miguel County and the Town of Telluride.
- **Proposed & Implemented San Miguel County Green Projects Grant Program (GPGP)** 2014 - 2015, utilizing a \$100K energy impact fee for local energy reduction projects. Developed application, marketing materials, grant analysis/scoring, facilitated grant committee, provided review materials, awarded grants, and handled follow-up. Matching grants awarded to 18 public and private entities for projects reducing carbon by 1.5M pounds over project lifespan.
- **Developed & Accomplished the Green Lights LED Program:** 2015 – 2019 with San Miguel Power Association and regional governments. Greenlights has allowed residents and businesses to purchase LED bulbs at up to 75% off by leveraging the SMPA LED light bulb rebate of up to 50% along with a government match. Through this regional program 15,500 LED bulbs were purchased and installed, reducing approximately 275 mt-CO2e of GHG emissions annually. The program served 9 regional governments in 2019.
- **Expanded Truth or Dare School Program:** 2014 - 2019 partnered with San Miguel Power Association and regional schools to reach seven regional school districts. This weeklong school program reduces energy and waste, and educates students on lasting sustainability habits.
- **Participant with the Sneffels Energy Board:** A regional sustainability group with SMPA and Black Hills Energy serving the governments of Telluride, Mountain Village, Norwood, Ophir, Ridgway, Ouray, and San Miguel and Ouray Counties, and citizen groups.
- **Compost, Recycling & Trash Services (CRT)** 2014 -2019: Served regional festivals including Mountain Film, Telluride Bluegrass Festival, 4<sup>th</sup> of July Celebration, The Ride, Blues and Brews, TMOVA Sunset Concerts, and more sorting Compost, Recycling & Waste.

**Heather Knox Consulting: Events, grants, & non-profit management consulting**

Sept – Dec 2013

Clients include:

- Telluride Adaptive Sports Program, Grants Manager
- EcoAction Partners, Transition Manager & Interim Executive Director

**Telluride School District: Executive Director of the Michael D. Palm Theatre & Palm Arts**

Aug 2007 – Sept 2013

*Managed all aspects of the Michael D. Palm Theatre, a 30,000 square foot versatile performance facility with comfortable seating for 660, a 3,332 square foot stage, a full fly rail system with 38 line sets, 288 dimmed lighting circuits, performance sound equipment, and wide screen cinema with dual 35 mm projector and a large format digital projector and surround sound, welcoming approximately 15,000+ annual visitors.*

**Highlights:**

- 2008 – Navigated the Palm Theatre through the culmination of a five-year \$100K annual funding commitment. Created a trustee program to provide \$30K in annual operating support. Developed new revenue streams for long term sustainability.
- 2009 – Directed the creation of a new 501c3 organization, **Palm Arts, Inc.** to facilitate donations, secure special event liquor sales, for greater event rental income and direct support of the Michael D. Palm Theatre. Rental income increase by 20% year over year.
- 2011 – Developed the business plan, pro forma, and implemented an after-school dance education program. Palm Arts Dance Program now offers a full array of dance classes (23+ per week) for students, preschool through 12th grade. Palm Arts Dance School provides more than 25% of the Palm Theatre's annual operating budget.
- 2013 – Created a Summer Dance Series to bring professional dance performances to Telluride in the summers. Series drew 1000+ attendees in two performances and engaged new sponsors and donors.

**Duties & Accomplishments:**

- Selected national and international talent for the Live at the Palm Series (5-8 performances per season). Coordinated with the Rocky Mountain Arts Consortium (RMAC) on routing opportunities for the artists selected. Negotiated performance contracts and executed commitments; oversaw event marketing and ticket sales. Managed a \$65-75K series budget; leveraged grant funds and sponsorship to maximize budget.
- Managed all event rentals for the 25+ groups who use the Palm theatre for 175 annual event days. Increased rental and services income by 30% over 3 years through new bookings, partnerships, and appropriately billing for services.
- Coordinated all aspects of the special event liquor license permitting process. Submitted event plans to the Board of Education for approval. Managed the liquor application process (applications, fees, postings, product purchases) and event-day staff management. TIPS Certified on safe liquor service practices. Liquor sales generate approximately \$20K annually for Palm Arts.
- Introduced risk-free digital programming (50+ events per year) to increase use of the Palm Theatre. Digital programming brought \$10K annually through earned income and fundraising program support.
- Provided professional oversight of the Palm Arts Dance School to ensure success; managed an annual budget of \$120K.
- Launched a capital campaign and managed the construction and budget (\$55K) for a dedicated dance studio.
- Researched and wrote grants for Michael D. Palm Theatre & Palm Arts. Increased grant funding by 70% from FY 2008 to FY 2013, despite an overall reduction in state, local and national grant funding available.
- Developed and managed the Palm Theatre's annual budget of \$300K. Created long and short term equipment, maintenance and capital repair/replacement plans.

**Town of Mountain Village**

1995 - 2007

**Director of Economic Development**

October 2005 – September 2007

*Directed all activities and operations of Economic Development in Mountain Village: developed and produced new and existing events, managed public relations and communications, coordinated destination marketing, directed guest services, provided economic analysis for strategic facility development and managed existing facilities.*

**Duties & Accomplishments:**

- Managed the 50+ personnel in the departments that collectively comprised the Economic Development Department: Guest Services, the Telluride Conference Center, Mountain Village Events, Marketing and Communications, and the proposed Mountain Village Adventure Center.
- Determined levels of staff, equipment and resources needed to effectively accomplish departmental services and programs. Assessed needs and strategically planned for the future of the various departments.
- Developed and implemented departmental operating and capital budgets of \$2.4 million annually.
- Developed a strategic grant process using Return on Investment Reports for Mountain Village Owners Association (now TMVOA) and the Town of Mountain Village; directed the grant process, which awarded \$640K in grant funding to more than 35 organizations (2006).
- Directed the development and production of 25+ Mountain Village signature events and more than 35 outside promoted events (2006).
- Developed and executed town-wide customer service strategy for all business license holders. Worked in conjunction with Telluride Ski and Golf Co. and the Telluride Tourism Board to implement initiatives.
- Managed communications and marketing to all Mountain Village stakeholders through newsletters, press releases, advertising, website design and content, surveys, and event and facility marketing.
- Implemented directives from Mountain Village Owners Association Board of Directors and Mountain Village Town Council, and handled special projects on behalf of the Town Manager.

**Director of the Telluride Conference Center** (Held concurrently with the Director of Economic Development position from 2005)

2002 - September 2007

*Managed all aspects of the Telluride Conference Center, a 20,000+ square foot multi-use meeting and events facility with on-site audiovisual, catering and beverage service, which serves 10,000+ annual guests for conferences and events.*

**Duties & Accomplishments:**

- Reduced annual deficit by 82% from \$946K in 2001 to \$178K in 2006 through creative revenue generation and a reduction in overhead.
- Implemented in-house food & beverage service (2002-2003). Created policies and procedures to ensure high quality catering service; created policies and procedures to ensure the security of the liquor license, inventory, and cash revenue. F&B netted \$244K annually (2006).
- Managed all rental and event contracts for groups utilizing the facility.
- Developed and managed revenue and expense budgets of \$662K and \$840K respectively (2006).
- Hired and managed 30+ full time and part time staff.
- Created long and short-term plans for facility upkeep, capital improvements, repair, replacement and maintenance.
- Standardized a consistent, high-quality customer experience for event coordinators and guests utilizing the facility.
- Worked closely with the Telluride Tourism Board on Telluride Conference Center marketing, advertising and Familiarization (FAM) Trips.
- Established a commission structure for lodging properties to incentivize group bookings.

EDUCATION

**El Pomar Non-Profit Executive Leadership Program**

**2013**

One of twenty Colorado executives selected by application for this certification

**The Colorado College Colorado Springs, CO**

**1990 – 1994**

Bachelor of Arts; Graduated with honors

REFERENCES AVAILABLE UPON REQUEST



October 27, 2020

110 Lone Fir Lane  
Mountain Village, CO 81435

Dear Mountain Village Town Council:

I am interested in the vacant seat on the Green Team. As a former Town Council member, former Mountain Village business/commercial property owner, and a twenty year resident in Mountain Village, I believe I am qualified for the position. My passion for the environment is both enormous and untiring and I feel that I can contribute positively to this endeavor.

I would like to be a part of the team that helps Mountain Village improve its environmental awareness/footprint/existence.

Thank you for your consideration,

Jonette R. Bronson, Ph.D.  
970.708.9384  
Bronson.jonette@gmail.com

Letter of Intent: Randy Root

I would like to be considered for the at-large seat on the Mountain Village Green Team Committee. As my attached resume indicates I am a retired financial services executive with a passion for conservation efforts. I have been coming to Telluride since the early '90's and bought a second home just across the valley from Mountain Village in January 2015. When I retired in 2018 we moved full time to the Last Dollar sub-division. We live at the end of the road and have a constantly revolving view of area wildlife outside our windows; elk, mule deer, coyote, fox, bobcat, mountain lion, red tailed hawks, kestrels, etc. I was excited to see beavers return to valley floor over the last couple of years and look forward to exploring the new section of river next spring.

I am a hobbyist wildlife and landscape photographer and have traveled to most national parks in the west. Some of my work can be seen on Instagram @rroot.photography. While my career was mostly in the investment business my undergraduate degree was in science and I have probably seen every nature program on TV over the years.

My career was in Dallas and for years I was involved with the Dallas Zoo, first on the Finance Committee and later on the Conservation and Education Committee. These positions solidified my view that we must preserve our natural resources and every effort must be made to keep places like Mountain Village healthy for both wildlife and its unique landscape.

I voted for Wolf reintroduction on the Western Slope in the recent election and hope to get involved with those efforts over the coming years. Additionally water conservation efforts become even more important as we deal with climate change and increasing instances of drought in our area.

Current Committee efforts to reduce plastics usage and explore solar energy are to be commended. I would like to contribute to keeping Mountain Village an example of conservation success going forward.

Please don't hesitate to reach out to me if you have any questions on my qualifications.

Sincerely,

Randy Root  
214.417.7777

## **RANDALL (RANDY) L ROOT**

15 Valley View Dr. Telluride, CO 81435

214.417.7777

randyroot97@gmail.com

### **Summary**

Retired executive with thirty-five years business and non-profit experience. Wildlife and landscape photographer. Passion for conservation and the telluride area.

### **Education**

*MBA – Finance – SMU Cox School of Business – Dallas, TX*

*BS – Marine Geology – Washington & Lee University – Lexington, VA*

### **Experience**

*Westwood Trust – Dallas, TX*

2017 – 2018 – Chairman

2013 – 2017 – President

1993 – 2013 – Chief Investment Officer

Responsible for \$5 billion trust company, largest independent trust company in Texas, managing staff of twenty professionals. Grew company from less than \$100 million in assets to greater than \$5 billion.

### **Board memberships and non-profit positions**

*2019 – Present – Board Member - Last Dollar PUD*

*2017 – 2020 - Dallas Zoo – Conservation Committee*

*2012 – 2017 – Dallas Zoo – Finance Committee*

*2011 – 2018 – Board Member - Equest Therapeutic Horsemanship – Dallas, TX*



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

**STAFF MEMO:**

**Agenda Item # 5**

TO:	Town Council
FROM:	Susan Johnston, Town Clerk
FOR:	Town Council Meeting of November 19, 2020
DATE:	November 11, 2020
RE:	Consideration of an Appointment to the Business Development Advisory Committee (BDAC)

**FROM THE BUSINESS DEVELOPMENT ADVISORY COMMITTEE (BDAC) BYLAWS:**

**Appointments:** The Committee shall consist of no less than seven members, each of whom shall be appointed by Town Council and reflect the following membership:

- Two Town Councilor Members
- A Town Business Development staff representative
- A Town Planning and Development Services staff representative
- One member from the Telluride Ski & Golf Company (TSG)
- One member from Telluride Mountain Village Owners Association (TMVOA)
- One business representative of the Town
  - Town Council may interview all candidates prior to appointing the Committee as an action at any regular or special meeting

**Term:** Committee members shall serve for one and two years as follows:

- One Council member and one business representative shall serve one-year terms
- One Council member, the TSG representative, and the TMVOA representative shall serve two-year terms
- All Town staff shall serve two-year terms

**OVERVIEW:**

These are the current members of the Business Development Advisory Committee (BDAC):

Members	Position	MVOA representatives shall serve th	
Dan Caton	Town Council	Apr-20	Apr-22
Laila Benitez	Town Council	Apr-19	Apr-21
Zoe Dohnal	Staff	Oct-19	Apr-21
John Miller	Staff	Apr-19	Apr-21
Mike Doherty	Mountain Village Merchant	Sep-19	Sep-20
Sherri Reeder	TSG Representative	Aug-19	Aug-21
Garrett Brafford	TMVOA	Aug-19	Aug-21



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

Scheduled for appointment at the November 19 Town Council meeting is one mountain village merchant seat.

Applicants:

- Kevin Jones
- Mike Doherty
- Stanya Gorraiz

The Business Development Advisory Committee (BDAC) provided the following appointment recommendation to Town Council:

- TBD, the committee is schedule to meet on November 17, 2020.

Attachments:

- Letters of Intent

**RECOMMENDED MOTION:**

Motion to appoint\_\_\_\_\_ to a mountain village merchant seat on the Business Development Advisory Committee (BDAC) for a one-year term.

Hello,

My name is Kevin Jones and I am requesting consideration for appointment to the Mountain Village Business Development Advisory Committee.

My family and I have been in the region for 14 years and I have been a business owner / MV business license holder for over 10 consecutive years with our company Latitude 38 Vacation Rentals. Our Mountain Village office is located in the Centrum building, 618 BVB, a place we call our 'Clubhouse'. In addition to having a vibrant 'club' in the Mountain Village, over half of our business is located/generated within the confines of the town of Mt Village, so I have a deep interest in the future of business development here.

In addition to having a growing business in the Mt Village, I have also served on the TMVOA board, two terms on the Telluride Tourism board, two terms on the Telluride Airport board and I am a 14 year veteran of the Telluride Volunteer Fire Department. I am open minded, energetic, optimistic, and a tireless worker. I would welcome the opportunity to join the Advisory Committee.

Thank you in advance for your consideration.

Best Regards,

Kevin

CEO & Owner  
Latitude 38 Vacation Rentals  
Office: 970-728-8838



Thank you for the Opportunity to ReApply for Seat on BDAC

Mike Doherty  
Telluride Outfitters  
Recreation Specialist  
970 728 4475 O  
970 708;1936 C

My Name is Mike Doherty and I am submitting a letter of Intent to extend into a second year with BDAC. After an incredibly eventful year - our priorities shifted from Core Vitality and Sunset Concert Series to Covid 19 Survival.

My strengths within BDAC have been outsider perspective from the commercial side as well as strong communication.

In defining the function of BDAC it seems that we have focused on existing Covid 19 challenges and put actual Business Development on the back burner. I think it is important to keep our long term objectives in sight as BDAC continues.

The number one challenge for our continued growth and success is Work Force Housing. The Covid 19 shift of new Telluride Mountain Village home purchases and new residents has been a temporary RETT bump but needs to be considered as a very dire shortage to an already small pool of availability in our workforce units. The relationship between Mountain Village Businesses Successes and the ability to House it's workers is intertwined.

Our ability to Pivot and address the needs of local businesses, particularly Restaurants and Lodging, spoke to the dedication of the BDAC team assembled last year. We need to continue with the momentum we've created.

I am hopeful that there will be a strong field of new applicants to lend a voice to the various businesses represented in Mountain Village. I think there is a lot of work ahead of us and would be happy to stay on with BDAC.

Regardless of the choice of the next BDAC Commercial Chair - It has been my pleasure to have served with this board.

I am very appreciative of the strong leadership and vision we have in place in the Mountain Village.

--



Mike Doherty  
Recreation Specialist

**Telluride Outfitters**

Stanya Gorraiz  
578 Society Drive/PO Box 2223  
Telluride, CO 81435

November 8, 2020

RE: Letter of Intent, Development Advisory Committee, Business Representative, Bio for Candidacy

My name is Stanya Gorraiz and my husband, James and our four children have lived in the area for twelve years. We own businesses in both the Town of Telluride and Mountain Village - Steamies Burger Bar on Main Street, Telluride and Shake N Dog Grub Shack in the Mountain Village Core. I am expressing my interest in serving on the Development Advisory Committee, Business Representative Seat as a representative of the commercial sector of Mountain Village.

My background is graphic design and marketing, two fields I worked in for over 20 years, including in Mountain Village as Marketing Director of Telluride Real Estate Corporation and Marketing Coordinator of The Capella Hotel. I also worked for Telluride TV and hosted a talk show for the Town of Mountain Village. These unique experiences only strengthened my commitment to the Mountain Village community after witnessing first hand its dedication to its owners and retailers.

James and I both switched gears about six years ago to pursue our love of all things culinary and dive into the restaurant industry in town. The experience has been incredible and this path continues to provide many outlets for me personally from a business, management, creative and community perspective. It has shaped me into a proud female business owner.

There are many reasons why I believe I could be a valuable asset to the Business Development Advisory Committee (BDAC). I am a creative and passionate person who takes my commitments very seriously, especially in business. I am smart, savvy and able to ascertain the true needs of business owners and identify how BDAC can play a role to support those taking the leap to open shop in Mountain Village. As a newer business owner in the MV Core, I can provide a fresh perspective on this cornerstone community in its pursuit of growth, prosperity and ingenuity as Mountain Village seeks progressive solutions in the region. I also believe there is amazing insight I can provide considering my unique position of owning two local businesses, one in the Town of Telluride and on in Mountain Village.

I am a very well rounded person; not only do I have creative flare which lends itself to fresh ideas but I can also engage my left brain, revealing strength in analytics, finances and reasoning. I am also very outgoing, engaging and never afraid to voice my true opinion and position on important matters. These are qualities that matter when serving on a committee as a contributing, participating member. You could expect nothing less from me.

I am prepared to offer a unique outlook and fresh perspective for BDAC and I hope you will consider me for the commercial seat on the Business Development Advisory Committee.

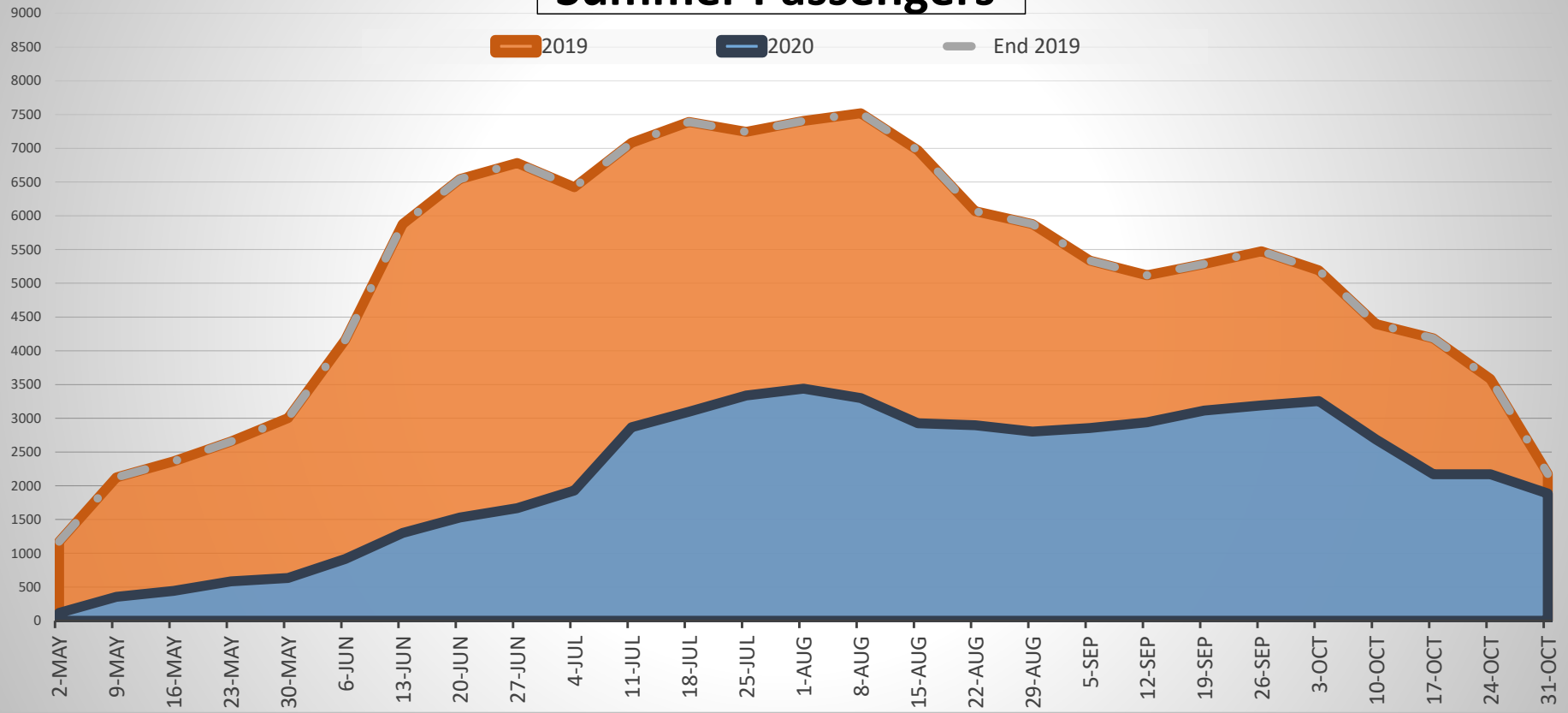
Many thanks,

Stanya Gorraiz

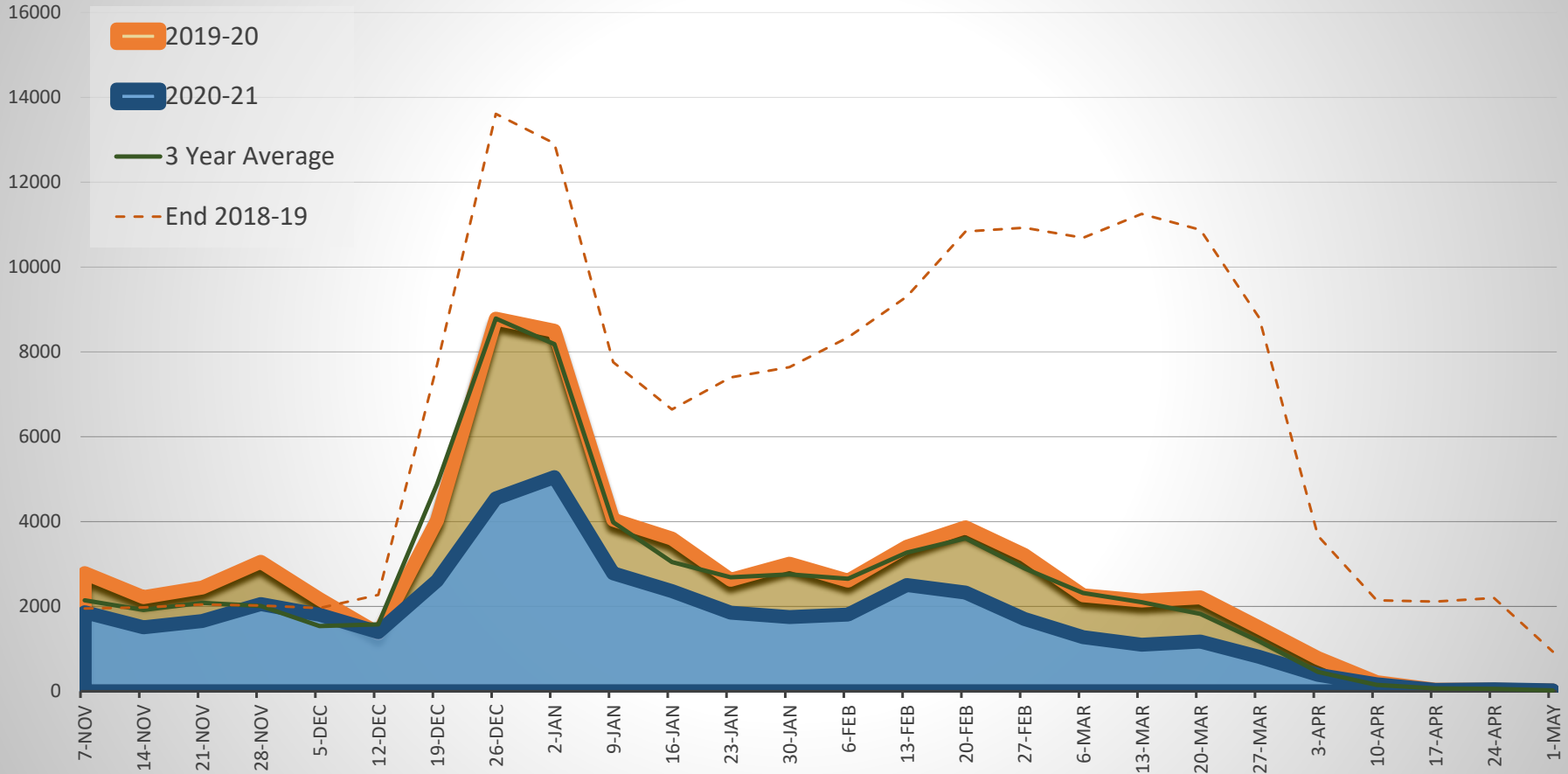


COLORADO FLIGHTS  
ALLIANCE

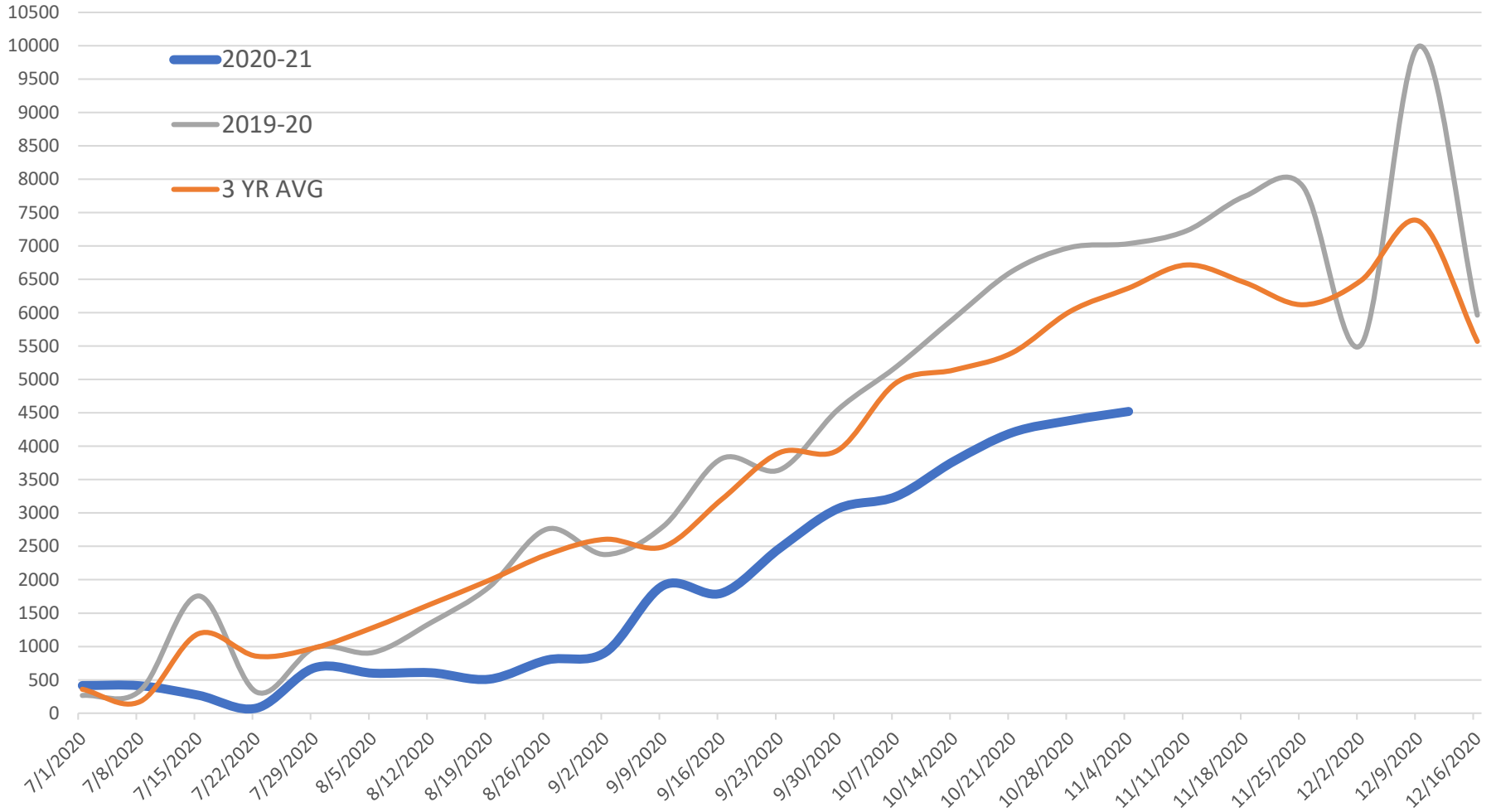
# Summer Passengers



# Winter Passengers

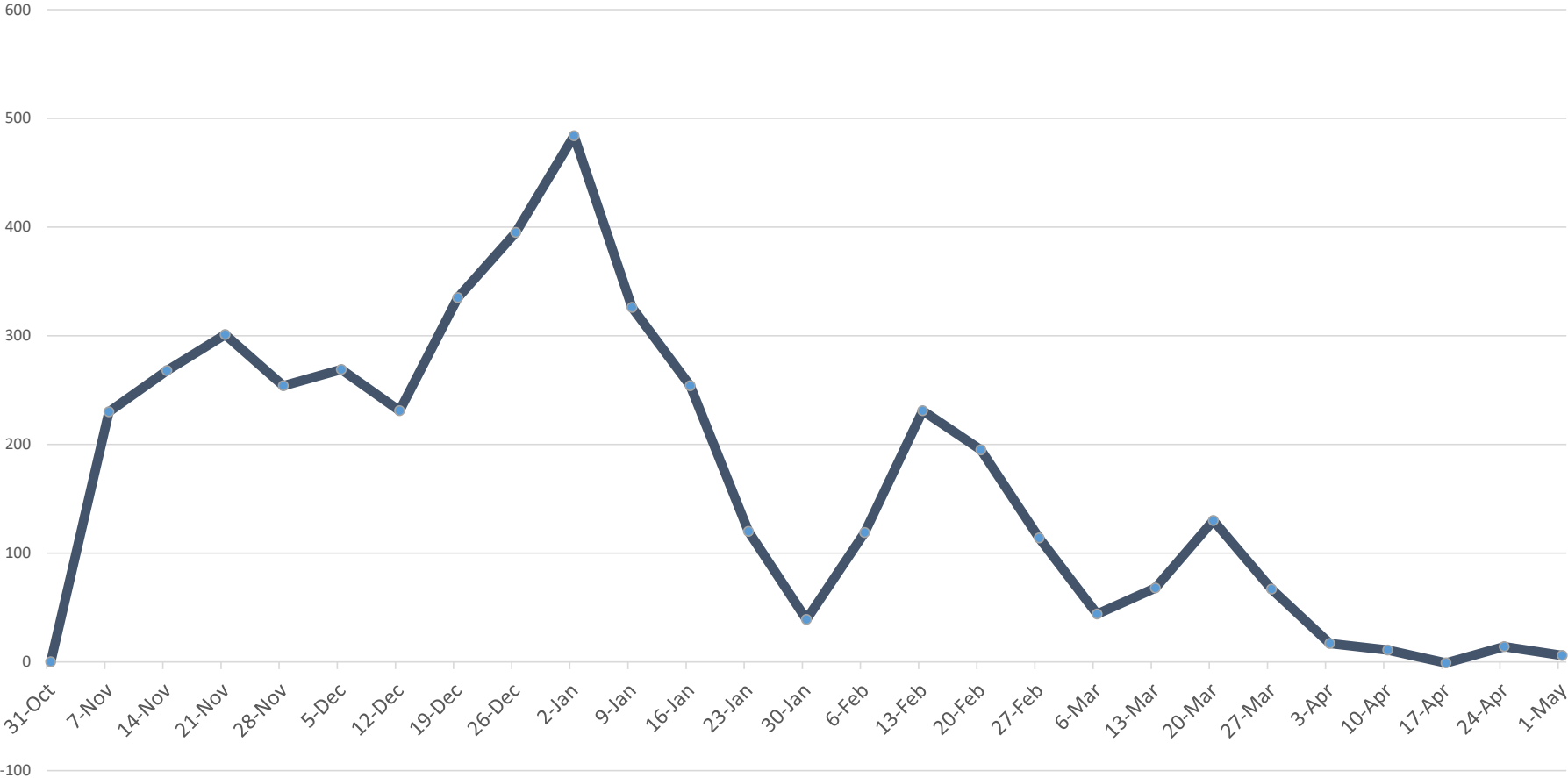


# Weekly Winter Booking Trends

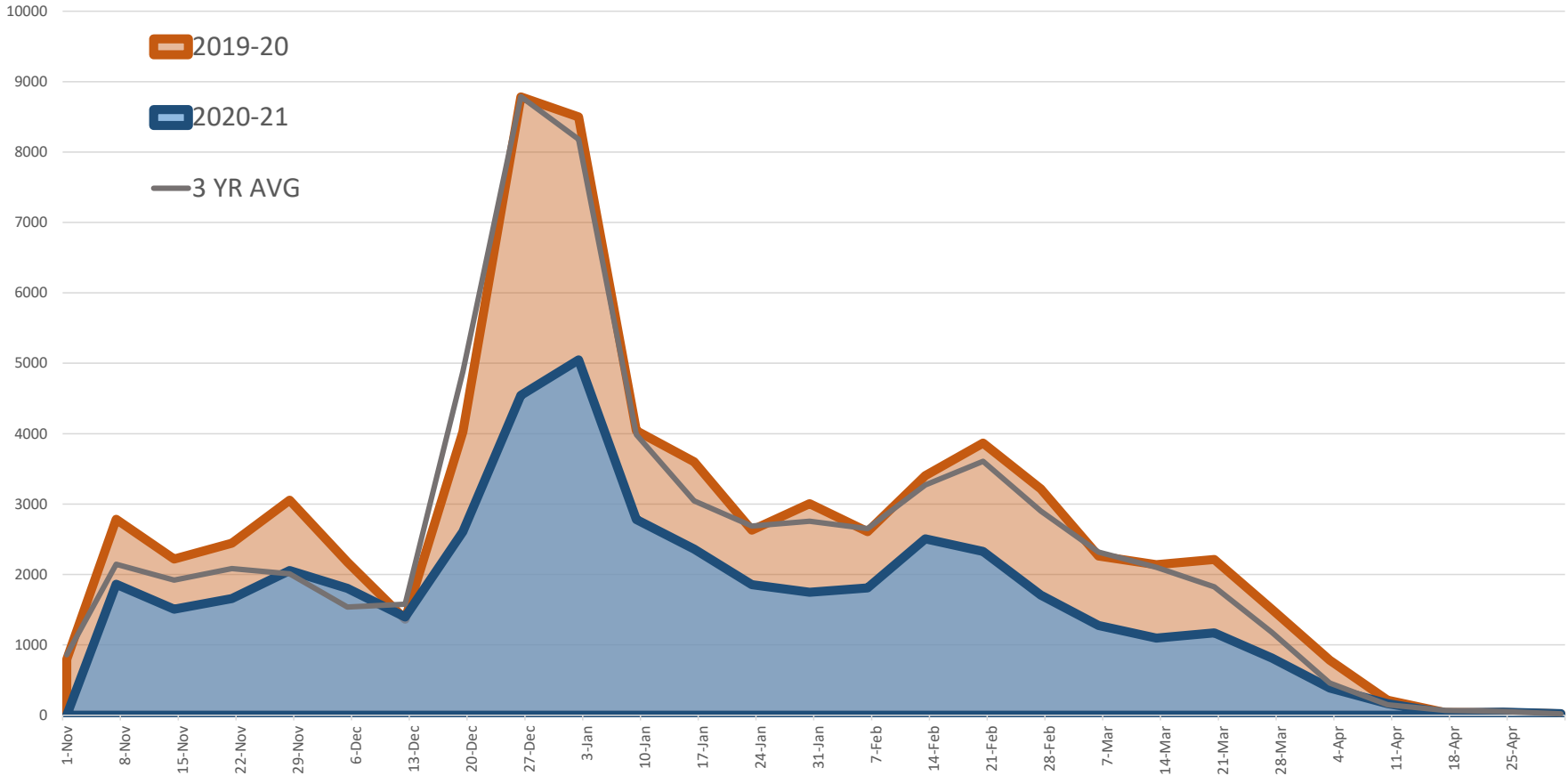




# Bookings - Week of Nov 5



# Winter Passengers YTD - Zoom



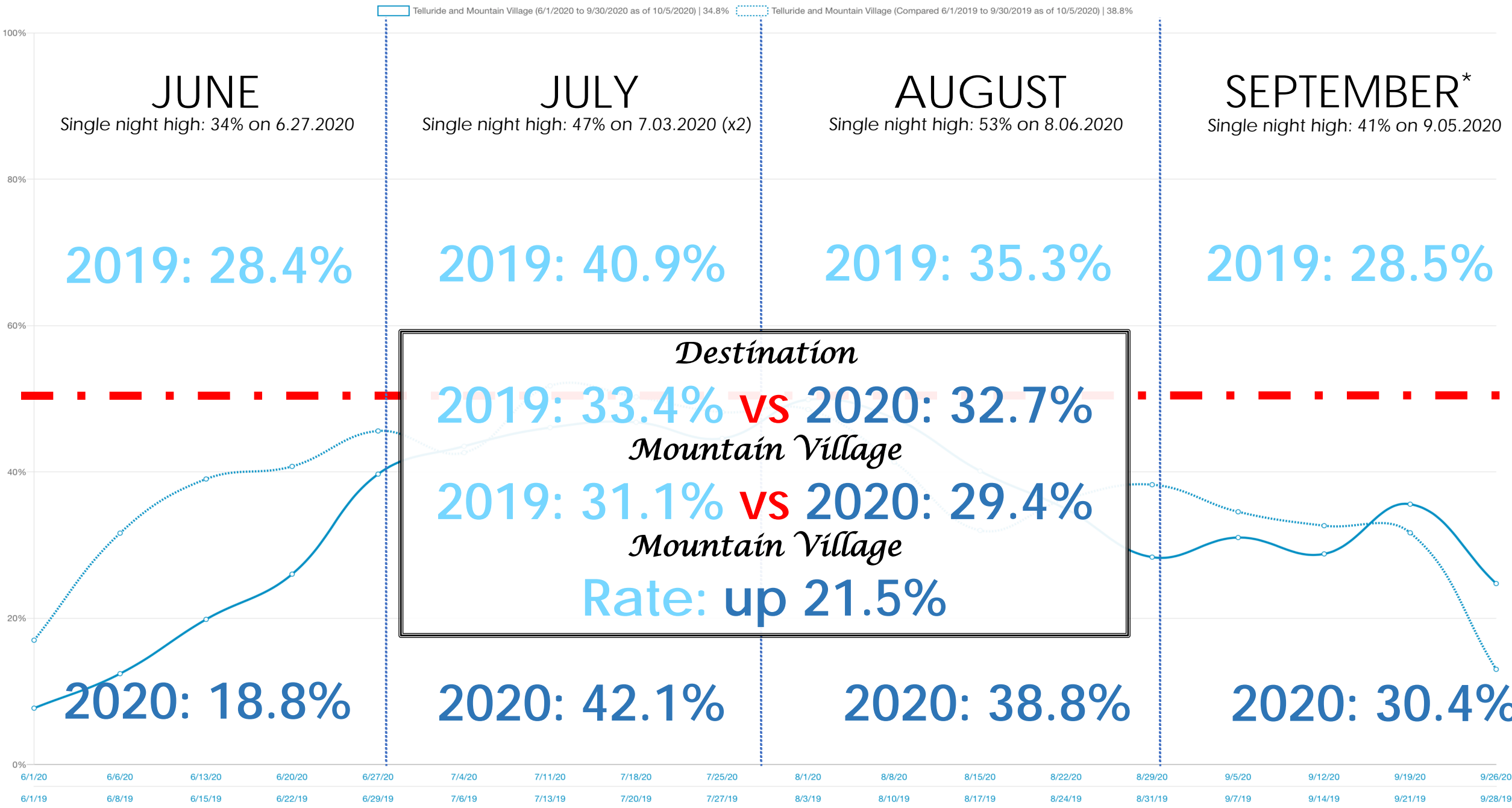


# PATIENCE

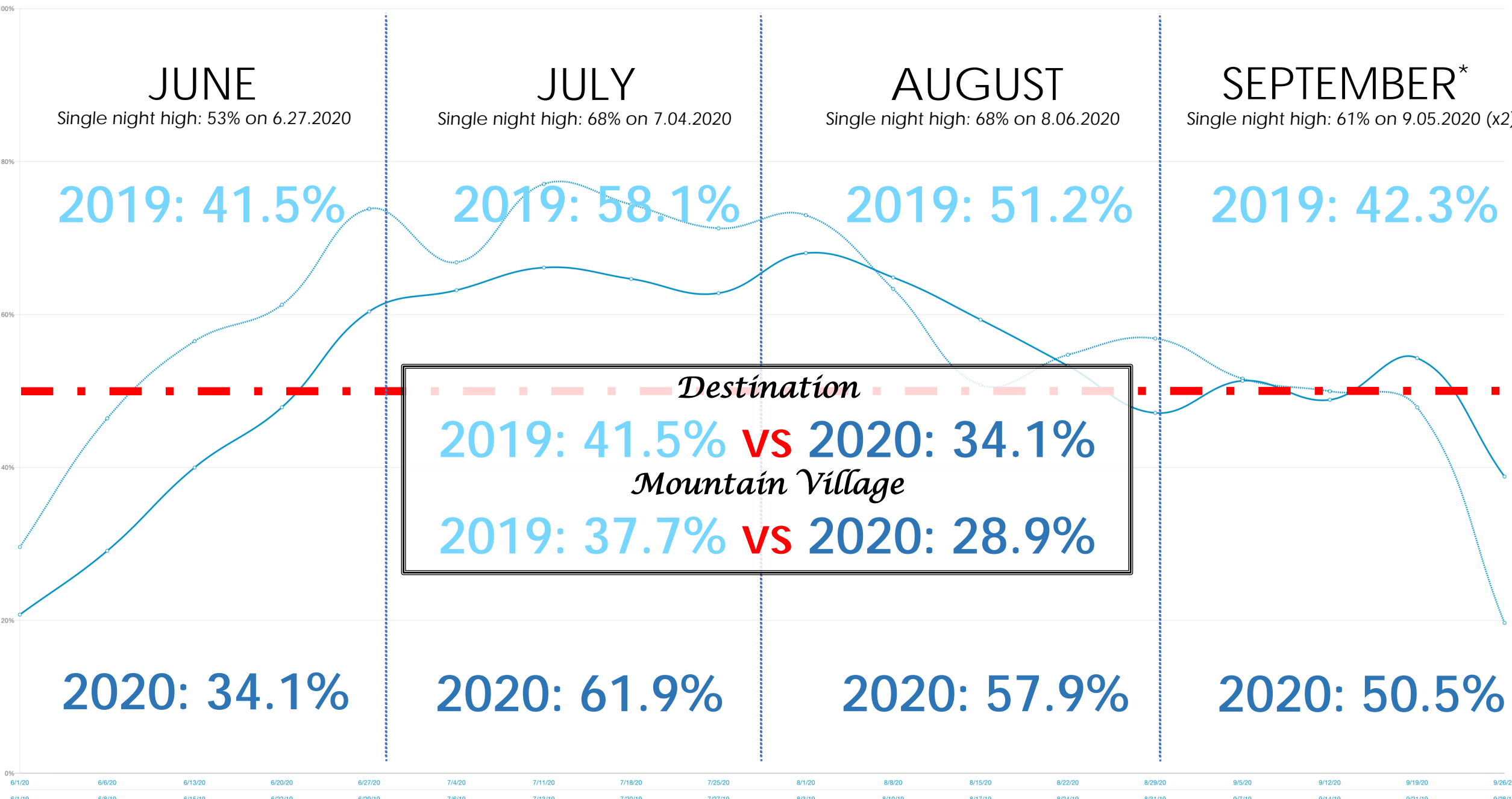


MOUNTAIN VILLAGE TOWN COUNCIL  
TTB QUARTERLY UPDATE  
19 NOVEMBER 2020

### Telluride and Mountain Village Paid Occupancy %



Telluride and Mountain Village (6/1/2020 to 9/30/2020 as of 10/7/2020) | 53.7% Telluride and Mountain Village (Compared 6/1/2019 to 9/30/2019 as of 10/10/2019) | 58.8%



### Telluride and Mountain Village Owner Occupancy %

Telluride and Mountain Village (6/1/2020 to 6/30/2020 as of 10/7/2020) | 16.3%    Telluride and Mountain Village (Compared 6/1/2019 to 6/30/2019 as of 10/10/2019) | 13.1%

### Telluride and Mountain Village Paid Occupancy %

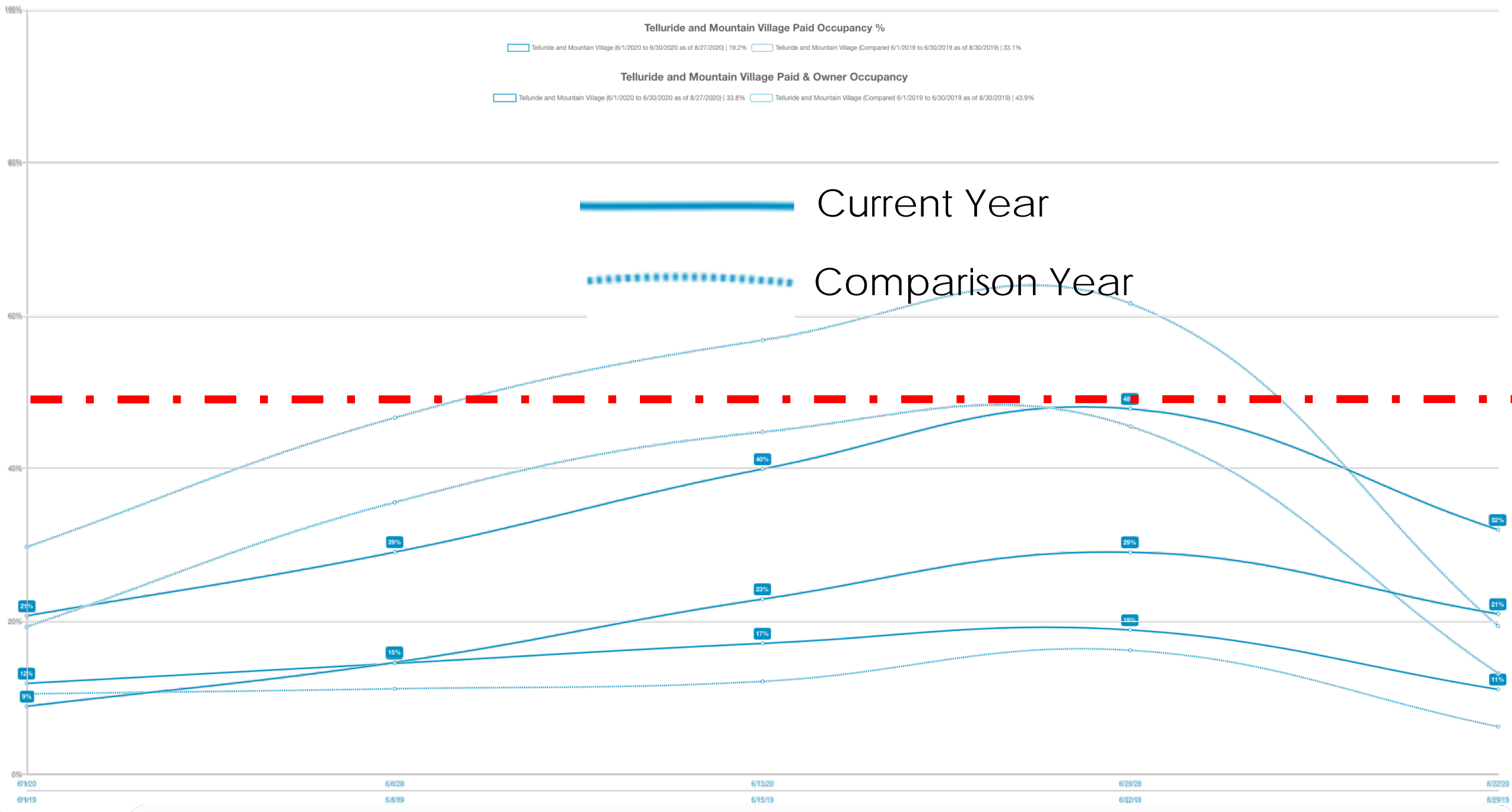
Telluride and Mountain Village (6/1/2020 to 6/30/2020 as of 8/27/2020) | 19.2%    Telluride and Mountain Village (Compared 6/1/2019 to 6/30/2019 as of 8/30/2019) | 33.1%

### Telluride and Mountain Village Paid & Owner Occupancy

Telluride and Mountain Village (6/1/2020 to 6/30/2020 as of 8/27/2020) | 33.8%    Telluride and Mountain Village (Compared 6/1/2019 to 6/30/2019 as of 8/30/2019) | 43.9%

**Current Year**

**Comparison Year**





### Telluride and Mountain Village Owner Occupancy %

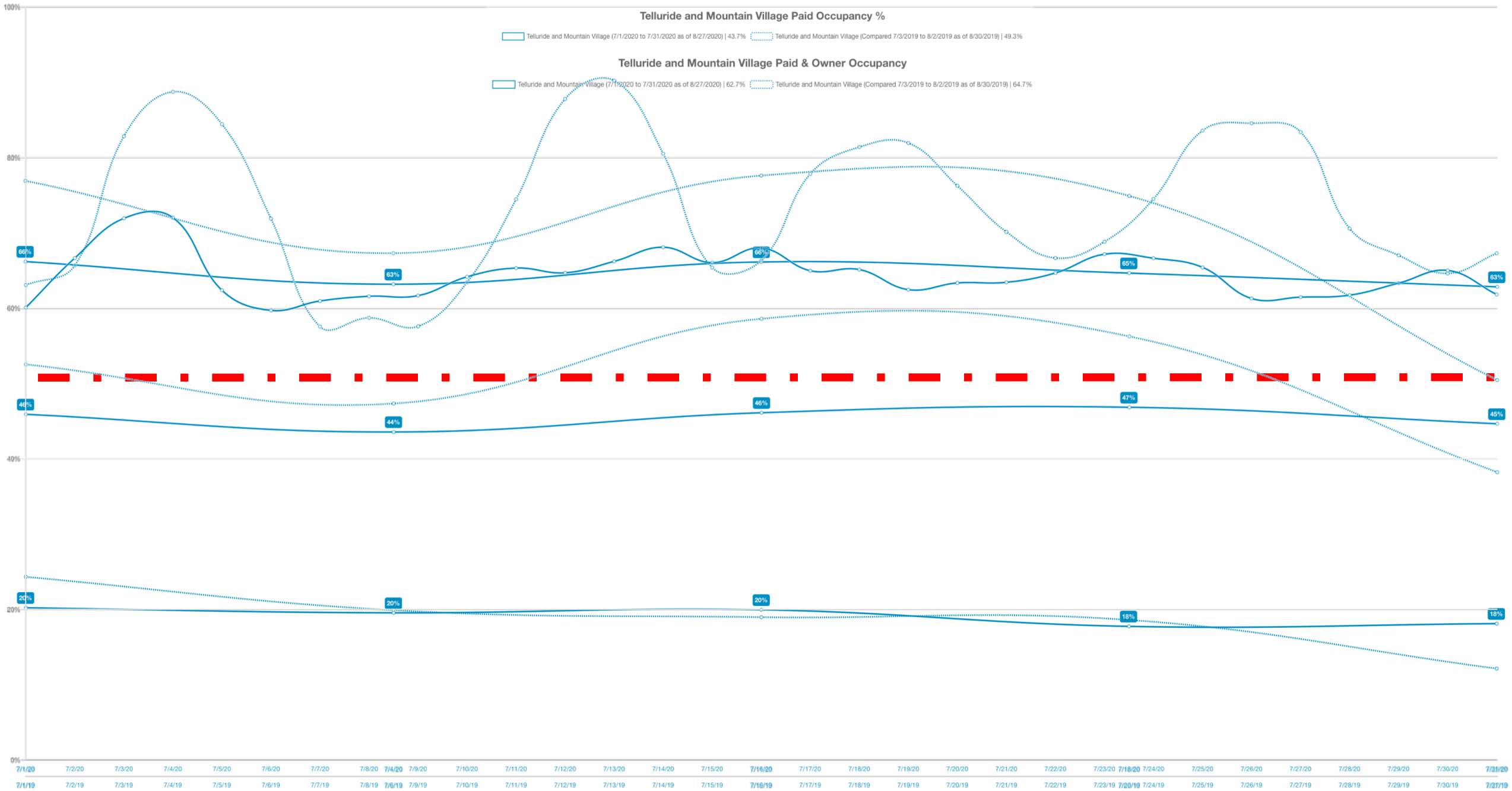
Telluride and Mountain Village (7/1/2020 to 7/31/2020 as of 10/7/2020) | 19.0%    Telluride and Mountain Village (Compared 7/1/2019 to 7/31/2019 as of 10/10/2019) | 19.7%

### Telluride and Mountain Village Paid Occupancy %

Telluride and Mountain Village (7/1/2020 to 7/31/2020 as of 8/27/2020) | 43.7%    Telluride and Mountain Village (Compared 7/3/2019 to 8/2/2019 as of 8/30/2019) | 49.3%

### Telluride and Mountain Village Paid & Owner Occupancy

Telluride and Mountain Village (7/1/2020 to 7/31/2020 as of 8/27/2020) | 62.7%    Telluride and Mountain Village (Compared 7/3/2019 to 8/2/2019 as of 8/30/2019) | 64.7%



### Telluride and Mountain Village Owner Occupancy %

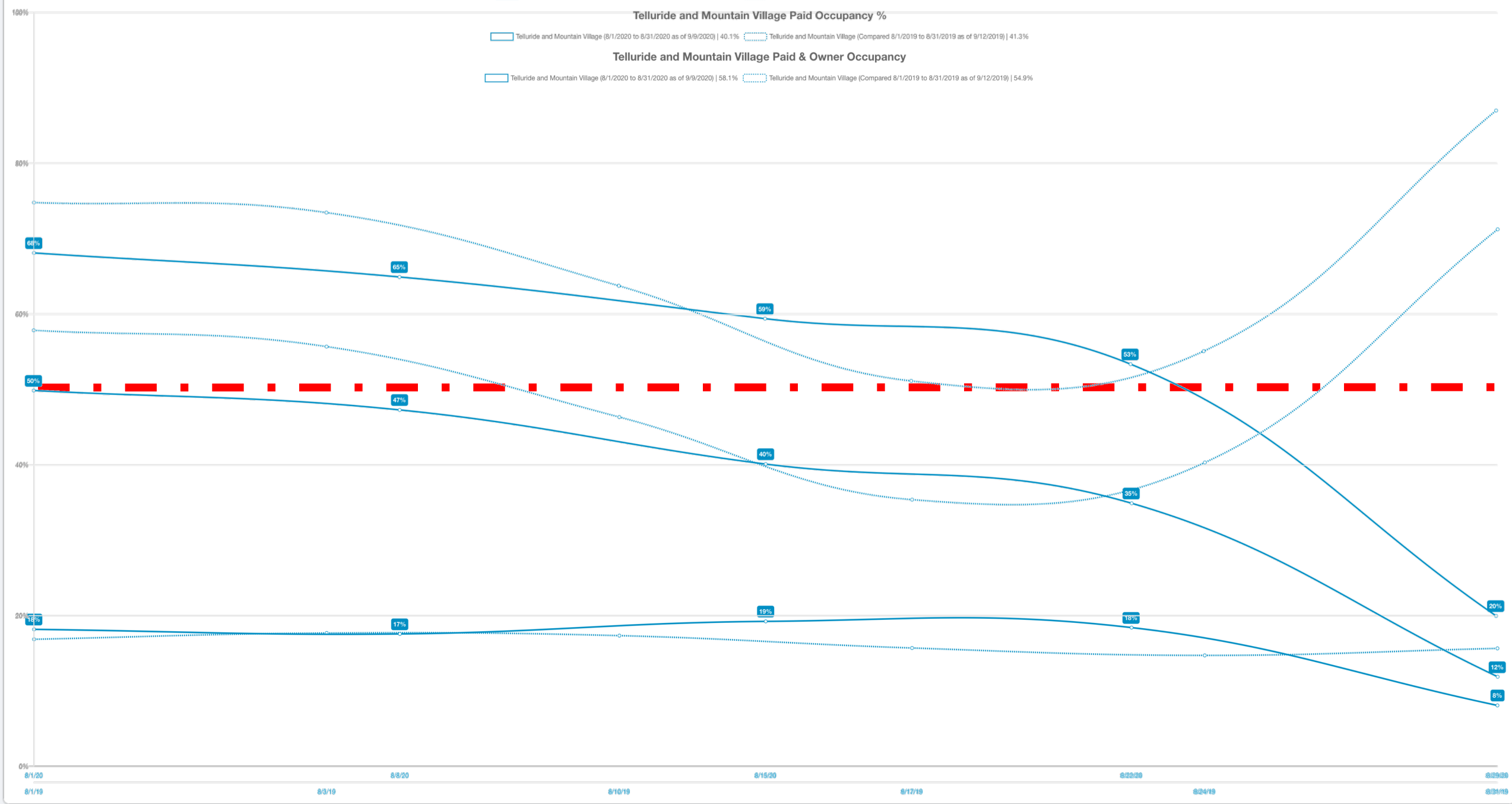
Telluride and Mountain Village (8/1/2020 to 8/31/2020 as of 10/7/2020) | 18.3%    Telluride and Mountain Village (Compared 8/1/2019 to 8/31/2019 as of 10/10/2019) | 16.3%

### Telluride and Mountain Village Paid Occupancy %

Telluride and Mountain Village (8/1/2020 to 8/31/2020 as of 9/9/2020) | 40.1%    Telluride and Mountain Village (Compared 8/1/2019 to 8/31/2019 as of 9/12/2019) | 41.3%

### Telluride and Mountain Village Paid & Owner Occupancy

Telluride and Mountain Village (8/1/2020 to 8/31/2020 as of 9/9/2020) | 58.1%    Telluride and Mountain Village (Compared 8/1/2019 to 8/31/2019 as of 9/12/2019) | 54.9%





### Telluride and Mountain Village Owner Occupancy %

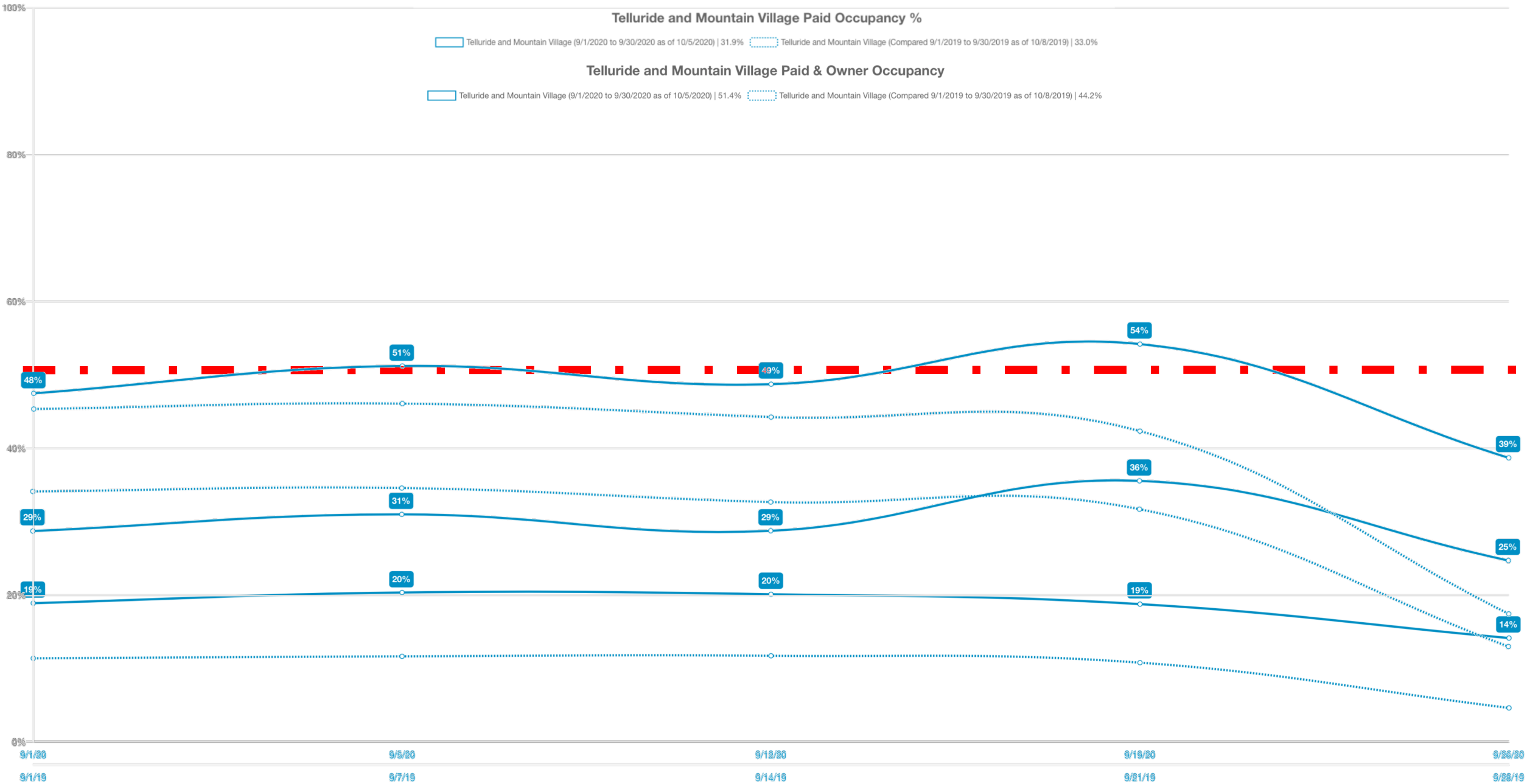
Telluride and Mountain Village (9/1/2020 to 9/30/2020 as of 10/5/2020) | 19.5%    Telluride and Mountain Village (Compared 9/1/2019 to 9/30/2019 as of 10/8/2019) | 11.2%

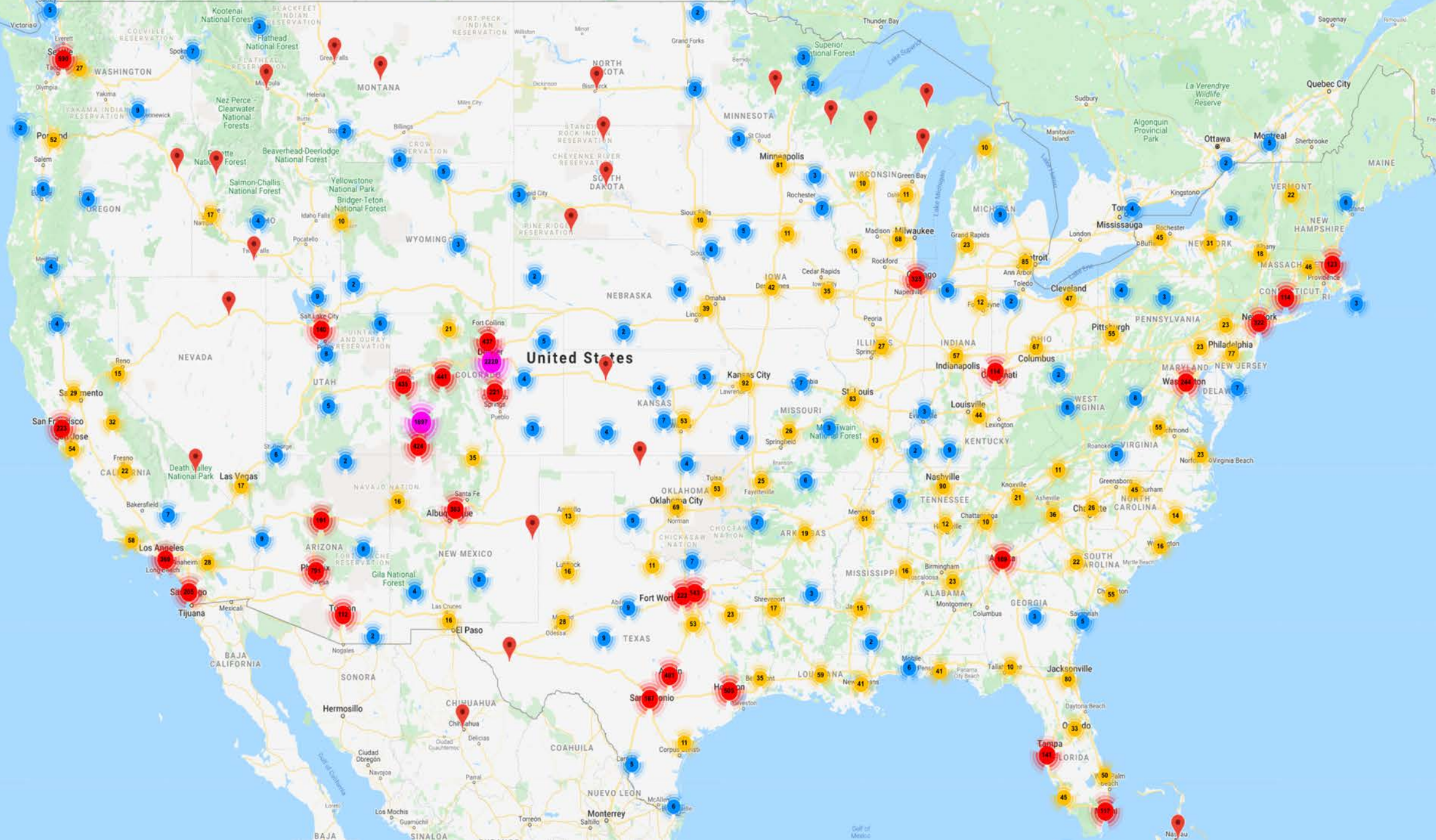
### Telluride and Mountain Village Paid Occupancy %

Telluride and Mountain Village (9/1/2020 to 9/30/2020 as of 10/5/2020) | 31.9%    Telluride and Mountain Village (Compared 9/1/2019 to 9/30/2019 as of 10/8/2019) | 33.0%

### Telluride and Mountain Village Paid & Owner Occupancy

Telluride and Mountain Village (9/1/2020 to 9/30/2020 as of 10/5/2020) | 51.4%    Telluride and Mountain Village (Compared 9/1/2019 to 9/30/2019 as of 10/8/2019) | 44.2%







# SUMMER REALITIES

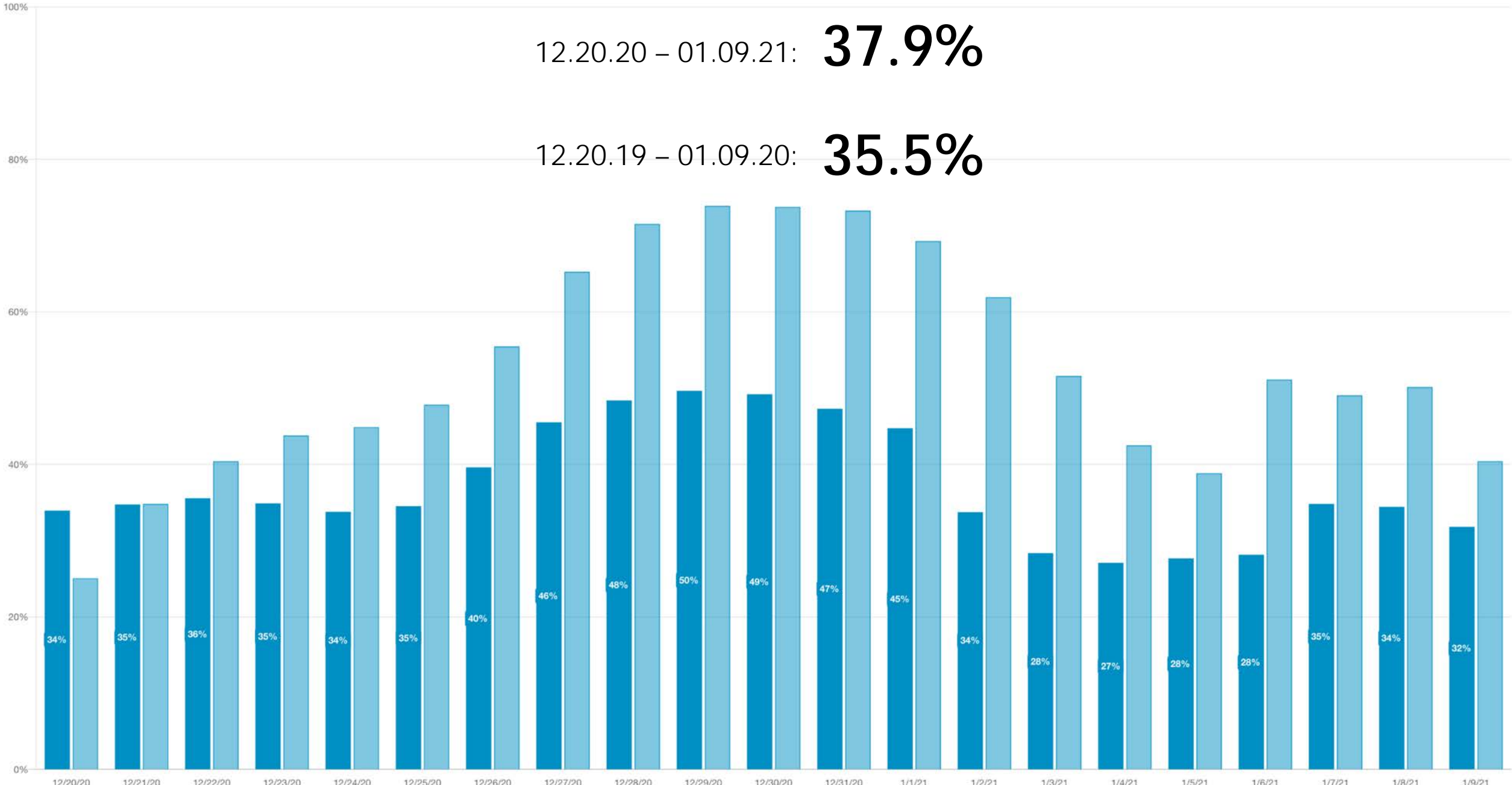
- Pent up demand
- Outdoors went viral
- Weather played a huge role
- Bottle necks painfully obvious
- Population dispersion
- Population misleading
- Forest service

### Telluride and Mountain Village Paid & Owner Occupancy

Telluride and Mountain Village (12/20/2020 to 1/9/2021 as of 11/6/2020) | 37.1%    Telluride and Mountain Village (Compared 12/20/2019 to 1/9/2020 as of 11/7/2020) | 52.7%

12.20.20 – 01.09.21: **37.9%**

12.20.19 – 01.09.20: **35.5%**



# TELLURIDE



PATIENCE

**Telluride Tourism Board**  
Board of Directors  
Dan Jansen, Chairman  
Albert Roer,  
Vice Chairman & Treasurer  
Frank Ruggeri, Secretary  
Clare Afman  
Wendy Basham  
Lars Carlson  
Patrick Berry



Agenda Item #7  
**Town of Mountain Village  
Green Team**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970)369-8236

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TO: Town Council  
FROM: Zoe Dohnal – Business Development and Sustainability Director.  
FOR: Meeting of December 12, 2019  
DATE: January 9, 2019  
RE: 2020 Regional Green House Gas Report Discussion

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**OVERVIEW:**

As the Green Team Committee bylaws state, we are a recommending body to council. As such, the committee has held various discussions regarding third party services and the 2020 Green House Gas reporting for the Town government, community, and region.

The Green Team recommends that council not pursue a 2020 regional Green House Gas report. The Green Team does not feel Eco Action Partners (EAP) is a reliable partner given their unsatisfactory work with the Town in previous years. However, the team does not want to burden the region by contracting with another third-party contractor, Lotus Engineering and Sustainability, which may create the potential for duplicative data requests from both entities.

The timeline may provide clarity in the development of this recommendation.

- The 2021 Green Team’s work plan and budget discussion began at the August 11 Green Team Meeting.
- As discussions continued to the September 8 meeting, EAP presented their 2021 services proposal.
- At the September 22 meeting, a discussion took place to discontinue funding EAP in 2021. A vote was held resulting in a tie. A vote did pass to continue Lotus services for Municipal and Community GHG reporting. Lotus was asked to put an additional proposal together for regional GHG reporting.
- After conferring with the Town Clerk and upon advice from the (then) Town’s Attorney, a special meeting was held on September 29 to finalize the decision whether to discontinue EAP 2021



funding. Town Staff, regular members of the Green Team, and Emma Gerrona of EcoAction Partners were notified of the special meeting via email. The vote to discontinue funding carried.

- Lotus then presented a revised scope of work including regional GHG reporting at the October 13 meeting. Committee members requested more information on data collection strategies and collaboration with EAP and other municipalities.
- At the November 10 meeting, Lotus provided feedback on data collection and how they plan on working with EAP to avoid duplicative efforts. Vote passed (4-2) **NOT** to utilize Lotus for regional GHG reporting. The end result is that TMV will not pursue a 2020 regional GHG report.

**TO:** TOWN COUNCIL

**FROM:** GREEN TEAM, SOLAR SUB-COMMITTEE CHAIR MARTI PROHASKA

**SUBJECT:** SOLAR INCENTIVE PROGRAM

**DATE:** 11/11/20

### **Introduction**

The Mountain Village Green Team's 2021 Work Plan includes reenergizing a solar incentive program, to help meet the community's goals of reducing greenhouse gas emissions. This memo provides the basic framework of such a program, which would be administered by the town's Building and Planning Department, with additional outreach and organizational support provided by Solar United Neighbors (S.U.N.) and the Green Team.

The objective is to make installing solar panels on homeowner's home easy with financial incentives from SMPA and TMV. Partnering with S.U.N., who will provide outreach, education, marketing, and will help initiate an R.F.P. process for local installers, will alleviate some of the workload of TMV staff and the Green Team. The goal is for 25 Mountain Village homes and businesses to "Go Solar" in 2021.

### **History**

According to the 2019 Community GHG Emissions report prepared by Lotus Engineering, residential buildings accounted for 46.58% of the community's emissions; more than any other source including commercial and industrial buildings, transportation, solid waste, and wastewater treatment, in that order.

One of the emissions-reducing strategies outlined in the Mountain Village's recently released Climate Action Plan is to *Implement policies that support comprehensive renewable energy growth for the community*. One of the suggested supporting actions of that strategy is to *Provide mechanisms (e.g. rebates, education, community solar) to encourage adoption of solar in all sectors*.

The cumulative impact of implementing renewable energy strategies is a 33% reduction in the community's baseline emissions by 2050. At an estimated 26,000 mt CO<sub>2</sub>e, renewable energy strategies provide the largest reduction potential of any other strategy envisioned by the Climate Action Plan.

Federal Tax Credits are currently available for solar installations but this credit will sunset after 2021. The Green Team feels that creating a local incentive program that includes a solar co-op



(as outlined by S.U.N.), combined with promoting the existing federal and regional (SMPA) credits available, will maximize the benefit to homeowners in 2021.

### **Implementation**

The Green Team suggests partnering with Solar United Neighbors, a non-profit organization providing coordination of a solar co-op. S.U.N. would provide outreach and education to promote installation of solar within the community, and would organize an R.F.P. process overseen by a volunteer steering committee to evaluate and select the best option for local bulk installation – thereby decreasing costs. The S.U.N. team’s revised scope of work document is attached.

Councilperson Pete Duprey created preliminary modeling based on assumptions provided by Ridgway-based Alternative Power Solutions, which indicate modest to significant returns on investment with local (TMV), regional (SMPA), and federal incentives.

Alpine Bank offers a .5% additional rate discount for Home Equity and Line of Credit financing for solar installation projects, and the Green Team is exploring other financing options with local banks to help streamline the process for homeowners who may need to finance solar installation.

With help from the S.U.N. team and a local volunteer steering committee, all information and necessary applications for the Federal and SMPA credits, as well as financing programs, will be distributed to all interested homeowners during the application process.

### **Budget**

S.U.N.: \$10,000 (reduced from initial request of \$20,000)

MV Incentive: \$40,000 (\$1600 rebate for 25 households)

Total request: \$50,000



## Mountain Village Solar Co-op Work Plan

*11/10/2020 Amended Proposal*

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Solar United Neighbors, a 501(c)3 nonprofit organization, is proposing to launch the Mountain Village Solar Co-op. This co-op will be completed in partnership with the Mountain Village Green Team to catalyze solar adoption throughout the community in line with Mountain Village's renewable energy and climate goals.

### About Solar Co-ops

A solar co-op is formed when a group of neighbors enters the process of going solar. Typically, the group selects a single contractor to install systems on all the participating homes. Each participant owns their own system and signs their own contract with the installer. By going solar as a group, each participant saves on the cost of their system and gets support from the group throughout the process. The installer chosen by the group can order equipment in bulk and reduce travel and marketing costs, allowing them to pass significant savings on to the participants.

Solar United Neighbors' approach is different than traditional Solarize programs. We focus on participant engagement as opposed to recruitment. We work very closely with the group, educating each participant about solar. We involve them in community outreach, the installer selection process, and the financing process. This gives people a much greater sense of ownership and increases their knowledge and comfort with the process of going solar. We also try to connect participants to opportunities for advocacy or community service after they go solar and help them become part of local renewable energy groups.

Although this labor-intensive process can lead to a smaller group size (though not always), a much higher percentage of our participants go solar (30%) than Solarize programs typically see (5-10%). Additionally, we continue to engage and support our co-op participants after the co-op is over – they are invited to volunteer, join our free listserv, newsletter, and social media groups, and can become a member. As a result, past co-op participants are highly informed and actively engaged in growing renewable energy in their community.

A typical solar co-op costs \$20,000 to implement, providing staff and support from our team of experts. **In the spirit of expanding solar access, we can commit to launching the Mountain Village Solar Co-op for \$10,000, provided a commitment of on-the-ground outreach support from our partners to best leverage our shared resources.** During the implementation of the solar co-op, a group of partners and local volunteers are invited to participate in a steering committee, which helps coordinate outreach strategies and ensures smooth implementation of the program. Due to COVID-19, we will focus on digital organizing tactics leveraged with community partners, though activities which respect social distancing may also be considered.

Solar United Neighbors prioritizes programs which support solar access to all. With the available budget of \$50,000 to support solar adoption, we recommend the town institute a buy-down rebate or similar program with the remaining \$40,000 to support growing the benefits of solar access, particularly for low-to-moderate income families.

## The Solar Co-op Process and Deliverables

### **Phase I: Planning and Launch of Education and Outreach to Recruit Participants**

The first phase of the solar co-op process is outreach to potential co-op participants with the goal of turning people out to an informational seminar and community meeting (Zoom webinar). This outreach may involve hanging fliers, pitching local media, advertising via neighborhood listservs and emails, Facebook invitations, and supporting word-of-mouth networking. To make this effort as successful as possible, we also identify and cultivate local partners early in Phase I. We often partner with local governments, schools, churches, nonprofit organizations, and businesses who support solar power and who have strong connections with the community. Partners help us identify dates and locations for info sessions in the community and help with outreach through their networks.

At the information session recording, the Solar United Neighbors of Colorado team will explain how the co-op process works, provide a detailed but consumer-friendly overview of residential solar PV, and answer questions. We cover the technology itself, financing options, policy considerations, the installation process, and other topics such as battery storage or net metering as appropriate for local conditions. We will also provide Spanish-translation services in coordination with the city where needed.

After this initial educational meeting, people who are interested in moving forward with the co-op will sign up on the co-op's webpage. Solar United Neighbors' technical staff then completes an initial screening of each participant's roof (or property) via a combination of Google Earth and Bing Maps. We also work with homeowners to ensure we have the most up-to-date information about their property (e.g., a nearby tree has come down) to make our assessment. We perform this screen for several reasons: it ensures that we do not waste the time of homeowners whose property is not a good fit for solar, it ensures that the installer is able to work as efficiently as possible, and it protects homeowners from unscrupulous solar installers who might be tempted to sell them a system for an unsuitable location. We report the findings of our initial assessment to each homeowner and the installer, once selected.

### **Phase I Deliverables:**

#### **1. Phase I Deliverables:**

- 1.1.** Develop informational materials
  - 1.1.1.** Produce a one-page flyer/information sheet for the Mountain Village Solar Co-op
  - 1.1.2.** Develop a table estimating installation cost and savings based on local rates and incentives
  - 1.1.3.** Develop a web page for the co-op and an online sign-up portal for participants.
- 1.2.** Work with partners to identify, cultivate, and provide ongoing coordination for diverse community partnerships to assist with community outreach about the solar co-op
  - 1.2.1.** Invite key partners and volunteer leaders to participate in an ongoing Steering Committee for the duration of the program
- 1.3.** Coordinate with partner organizations to find a date to host a primary information session to be recorded and published online.
- 1.4.** Coordinate with partner organizations to set a clear timeline for program implementation.
- 1.5.** Coordinate with partner organizations to conduct outreach to the community, including through press and media, events, social media, email listservs/networks, and word-of-mouth.

### **Phase II: Selecting an Installer**

Once at least 20 participants have signed up and passed the roof screening, we issue a Request for Proposals (RFP) from area solar installers. We will reach out to installers through the Colorado Solar

and Storage Association and the national Solar Energy Industry Association. We also have a portal on our website where any installation company can sign up to receive RFP announcements. The RFP will ask installers to provide details of their company, equipment, and installation process. They will be asked to provide a single base price that they will offer to the entire group of co-op participants. and detail the “adders” or “upcharges” participants may choose, e.g. for more complex installations or more expensive equipment.

Once we receive bids from installers, we convene a Selection Committee made up of solar co-op participants interested in choosing an installer for the group. We compile a detailed spreadsheet that summarizes and compares each element of each bids received. This helps non-experts to make an informed choice in what can otherwise be a complicated decision. The Selection Committee reviews the bids and the “bid review spreadsheet” and selects an installer to complete all the projects for the group. Some large co-ops may opt to close and open a second one to select more than one installer. Although Solar United Neighbors facilitates the process and answers technical questions, the Selection Committee itself decides which installer to select.

## **2. Phase II Deliverables:**

- 2.1.** Continue community outreach activities and outreach coordination with partner organizations.
- 2.2.** Host one information webinar to educate the community and co-op participants about going solar and the co-op process. [Launch event]
- 2.3.** Recruit at least 20 co-op participants with suitable roofs/properties for solar by the end of this quarter.
- 2.4.** Provide updates to participants to keep everyone engaged and to encourage them to recruit friends and neighbors.
- 2.5.** Conduct initial satellite roof screenings for all new participants.
- 2.6.** Develop a clear, detailed Request for Proposals (RFP) that reflects the needs, values, and preferences of the co-op participants.
- 2.7.** Distribute the RFP to area solar installers through our network, the Solar Energy Industry Association network, and other local channels.
- 2.8.** Collect and review all RFP responses, including by performing due diligence and checking installer references.
- 2.9.** Compile a bid review spreadsheet that summarizes the bids received into an easy-to-understand format for co-op participants.
- 2.10.** Convene a Selection Committee and facilitate the bid selection process.

### **Phase III: Recruiting Additional Participants and Signing Contracts with the Installer**

Once an installer has been selected, we continue to recruit co-op participants for at least one month. During that time, the chosen installer also meets with each participant. They provide an individualized proposal that lists the size and cost of a solar system for each house, with the cost reflecting the pricing put forward in their bid. If participants decide to move forward with the project, they sign an individual contract with the installer to have the system installed.

Solar United Neighbors also helps co-op participants identify and access incentives and financing programs. Our staff is well-versed in incentives and financing options for residential solar, including rebates and tax credits, loans that can be used for solar installations, third-party ownership models (where available), and property assessed clean energy programs (where available). Some of these financing options eliminate the upfront cost of a solar installation, broadening access to working and middle-class families.

In addition to providing direct support to co-op participants, we exhaustively track the installation process and remain engaged in troubleshooting and education throughout the process. Issues arise almost daily related to miscommunication with installers, equipment, permits, interconnection, scheduling, roofing impacts, contracts, insurance, renewable energy credits, and financing.

We collaborate with installers using Salesforce CRM, which allows us to efficiently coordinate visits and track the progress of installations performed for the co-op. We help installers streamline and digitize scheduling, contract signing, and customer relationship management processes—drastically increasing installer’s capacity. This allows the Selection Committee to pick the best installer for the job, regardless of their size.

**3. Phase III Deliverables:**

- 3.1. Continue community outreach activities and outreach coordination with partner organizations, ensuring we maximize interest before the sign-up deadline.
- 3.2. Recruit at least 50 solar co-op participants
- 3.3. Host one or more information session webinars to educate the community and co-op participants about going solar and the co-op process.
- 3.4. Continue to provide updates to participants.
- 3.5. Continue to provide satellite roof screenings for new participants.
- 3.6. Facilitate weekly calls with installers to get progress updates, discuss problems or concerns, and identify common participant questions to address in our weekly email update.
- 3.7. Support people from proposal to signed contract by following up regularly, answering questions, and troubleshooting.
- 3.8. Reach out to participants who have not scheduled site visits.

**Phase IV: Post Installation Follow Up**

Once the system is installed, we continue to engage with participants. We bring them into our existing state networks and connect them to ongoing policy advocacy efforts, including legislation and regulatory cases.

**4. Phase IV Deliverables:**

- 4.1. Assist at least 15 solar co-op participants through the contracting process.
- 4.2. Troubleshoot any issues that arise post-installation with participants, especially interconnection and billing issues.
- 4.3. Conduct spot inspections on a few installations to support quality control.
- 4.4. Coordinate with partner organizations to host a party to celebrate the community’s new solar installations. Invite all co-op participants, the installer’s team, and local media.
- 4.5. Connect participants with other local partners and a growing network of solar supporters.

**Program Budget**

Solar United Neighbors - Mountain Village Solar Co-op	\$10,000
Mountain Village rebate / solar adoption support*	\$40,000
<b>Program Total:</b>	<b>\$50,000</b>

*\*Managed by Mountain Village*



**Proposed Timeline**

Deliverables	Phase I: Planning & Launch			Phase II: Installer Selection	Phase III: Recruitment & Contracts	Phase IV: Support Through Installs						
	Q1 2021			Q2 2021		Q3 2021			Q4 2021			
	January	February	March	April	May	June	July	August	September	October	November	December
1.1 Informational Materials	X	X										
1.2 Cultivate Partnerships	X	X	X									
1.3 Info Session Planning		X	X									
1.4 Finalize Timeline w/ Partners			X									
1.5 Initial Community Outreach			X	X								
2.1 Continued Community Outreach					X	X						
2.2 Information Session				X								
2.3 Obtain 20 members					X							
2.4, 3.4 Regular updates for members					X	X	X					
2.5, 3.5 Conduct roof reviews					X	X						
2.6 Develop RFP				X								
2.7 Release RFP					X							
2.8 Review all RFPs					X							
2.9 Create RFP Bid Review Packet					X							
2.10 Hold Selection Committee					X							
3.1 Final Outreach						X						
3.2 Recruit 50 Members						X						
3.6 Installer Check-in Calls					X	X	X	X	X	X	X	X
3.7, 4.1, 4.2 Direct Member Support					X	X	X	X	X	X	X	X
3.8, 4.1, 4.2 Direct Member Outreach					X	X	X	X	X			
4.3 Spot Inspections									X			
4.4 Co-op Celebration										X		
4.5 Connect with Solar Community					X	X	X	X	X	X	X	X

**ORDINANCE NO. 20-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, ADOPTING AMENDED DEED RESTRICTIONS FOR AFFORDABLE HOUSING UNITS TO ALLOW FOR RESALE OF UNITS DIRECTLY TO 3<sup>RD</sup> PARTY PURCHASERS WHO ARE QUALIFIED EMPLOYEES**

**WHEREAS**, the Town of Mountain Village (“Town”) has adopted affordable housing restrictions as set forth in Town Ordinance 2006-7; and

**WHEREAS**, in addition to setting forth the use and occupancy restrictions for affordable housing units (AHUs), Ordinance 2006-7 requires, among other things, that a deed restriction be recorded against each AHU or lot to apply the restrictions of Ordinance 2006-7 and ensure compliance with the restrictions contained therein; and,

**WHEREAS**, Ordinance 2006-7 also states that the individual deed restrictions for AHUs cannot be amended without the consent of the Owner and the Town Council or its designee; and

**WHEREAS**, the affordable housing deed restrictions currently in place for AHUs require that upon sale of an AHU, the AHU must first be re-conveyed to the Town, which then sells the AHUs to another qualified purchaser; and

**WHEREAS**, the Town believes that requiring re-conveyance to the Town is creating delays and inefficiencies of the transfer of necessary housing for Town employees and therefore wishes to amend the AHU deed restrictions to allow for owners of an AHU to sell their unit directly to a qualified purchaser in the event the owner desires to sell the Unit or otherwise ceases to be a qualified employee as that term is defined in Ordinance 2006-7.

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

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Town Council.

2. Amendment to Deed Restrictions. The Town Council hereby approves the amendment of the Town’s affordable housing deed restrictions substantially in the form attached hereto as Exhibit 1 and Exhibit 2 to allow for the resale of an AHU by an owner directly to a qualified purchaser.

3. Public Hearing. A public hearing on this Ordinance was held on the \_\_\_\_<sup>th</sup> day of November 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 19th day of November 2020.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

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

Approved as To Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney

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

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

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

ATTEST:

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



Approved as To Form:

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Paul Wisor, Town Attorney

I, Susan Johnston, 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:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
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:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
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.

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

(SEAL)

## EXHIBIT 1

### TOWN OF MOUNTAIN VILLAGE FIRST AMENDED AND RESTATED WEIGHTED LOTTERY HOUSING PURCHASE PROGRAM DEED RESTRICTION

(For [AHU Unit Description])

THIS FIRST AMENDED AND RESTATED WEIGHTED LOTTERY HOUSING PURCHASE PROGRAM DEED RESTRICTION (the “**Amended Deed Restriction**”) is made and entered into effective as of \_\_\_\_\_, 2020 (the “**Effective Date**”) and hereby amends, deletes, and supersedes in its entirety that certain Town of Mountain Village Weighted Lottery Housing Purchase Program Deed Restriction dated \_\_\_\_\_ and recorded \_\_\_\_\_ at the Office of San Miguel County Clerk and Recorder (the “**Official Records**”) at Reception Number \_\_\_\_\_ (the “**Original Deed Restriction**”) involving [AHU Unit Description] with a legal description attached as Exhibit “A” (the “**Unit**”)

#### RECITALS

WHEREAS, The Town of Mountain Village, a home rule municipality and political subdivision of the state of Colorado (the “**Town**”) currently owns the Unit.

WHEREAS, the Unit is subject to applicable Town of Mountain Village Ordinance No. 2006-07, as such ordinance may be amended from time-to-time (the “**Ordinance**”) restricting the ownership and occupancy of the Unit to Employees, as that term is defined in the Ordinance (“**Qualified Employees**”), and their spouses or Domestic Partners and children or other dependents while residing with the Qualified Employee. Nothing in this deed restriction amends or terminates the Ordinance or deed restriction of the Unit pursuant to the Ordinance.

WHEREAS pursuant to the Town’s Weighted Lottery Housing Purchase Program, the Town, through a weighted lottery, allows a Qualified Employee the opportunity to purchase the Unit. Ownership of the Unit is further restricted to the Qualified Employee so long as he or she maintains employment which is principally located within the Town.

WHEREAS, the Original Deed Restriction requires the re-conveyance to the Town in the event the owner ceases to be a Qualified Employee. The Town desires to eliminate this requirement and allow an owner of the Unit to sell the Unit directly to a Qualified Employee;

NOW, THEREFORE, in consideration of the mutual agreements and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, the Town (for itself and all successors and assigns) hereby places the following restrictions on the Unit:

- I. Ownership of Unit. Ownership of the Unit, and its use and occupancy shall be undertaken subject to the following:

1. Ownership of the Unit shall be restricted to only one individual and their one spouse/significant other, if applicable, where at least one individual on title to property, with at least a fifty percent (50%) interest, is at all times principally employed by a business principally located and with an active business license within the Town (“Principal Business”) and shall be known as the **“Qualified Employee.”**
2. In the event the Qualified Employee ceases to be employed by Principal Business for any reason whatsoever, including termination with or without cause; resignation, dismissal, retirement, death, sale of the Principal Business, or any other reason, the owner(s) of the Unit shall be required to sell the Unit pursuant to Section II herein within six (6) months of the Town’s determination, in its reasonable discretion, that the owner ceases to be a Qualified Employee.

II. Sale of Unit to a Qualified Employee. In the event the owner of the Unit fails to maintain status as a Qualified Employee or desires to sell the Unit for any reason, the Unit shall be offered for sale pursuant to the provisions of this section.

- A. Such Owner shall first consult with the Town prior to offering the Unit for sale to review the requirements of this Agreement and the Ordinance.
- B. Such owner shall submit a written Notice of Intent to sell and request for maximum resale price calculation at least 15 days prior to offering the Unit for sale. The method for determining the Maximum Resale Price shall be as set forth in the Ordinance.
- C. Resale of the Unit shall only be to a Qualified Employee. Prior to and as a condition of closing of the sale of the Unit, the owner must obtain written certification from the Town that the potential buyer is a Qualified Employee.
- D. Prior to, and as a condition of closing, the prospective purchaser shall be required to sign an acknowledgement of Deed Restriction for Persons Interested in Purchasing an Affordable Housing Unit.
- E. Closing date for the transaction shall be no later than 6 months after the date the current owner ceases to be a Qualified Employee as determined by the Town in its reasonable discretion.

III. Town Option to Purchase. Pursuant to Section II.5 of the Ordinance, incorporated herein is **Exhibit B**, Town of Mountain Village Affordable Housing Deed Restriction Option to Purchase (the “Option”). The Option shall provide procedures whereby the Town of Mountain Village may acquire the Property in the event of a foreclosure.





**Exhibit "A"**

Unit Legal Description



**Exhibit "B"**

Town Option to Purchase

## EXHIBIT 2

### TOWN OF MOUNTAIN VILLAGE FIRST AMENDED AND RESTATED EMPLOYEE HOUSING PURCHASE PROGRAM DEED RESTRICTION

(For [AHU description])

THIS FIRST AMENDED EMPLOYEE HOUSING PURCHASE PROGRAM DEED RESTRICTION (the “**Amended Deed Restriction**”) is made and entered into effective as of \_\_\_\_\_, 2020 (the “**Effective Date**”) and hereby amends, deletes, and supersedes in its entirety that certain Town of Mountain Village Employee Housing Purchase Program Deed Restriction dated \_\_\_\_\_ and recorded \_\_\_\_\_ at the Office of San Miguel County Clerk and Recorder (the “**Official Records**”) at Reception Number \_\_\_\_\_ (the “**Original Deed Restriction**”) involving \_\_\_[AHU unit]\_\_\_\_\_ with a legal description attached as Exhibit “A” (the “**Unit**”)

### RECITALS

WHEREAS, The Town of Mountain Village, a home rule municipality and political subdivision of the state of Colorado (the “**Town**”) currently owns the Unit.

WHEREAS, the Unit is subject to applicable Town of Mountain Village Ordinance No. 2006-07, as such ordinance may be amended from time-to-time (the “**Ordinance**”) restricting the ownership and occupancy of the Unit to Employees, as that term is defined in the Ordinance, and their spouses or Domestic Partners and children or other dependents while residing with the Employee. Nothing in this deed restriction amends or terminates the Ordinance or deed restriction of the Unit pursuant to the Ordinance.

WHEREAS pursuant to the Town’s Employee Housing Purchase Program, the Unit is further restricted to ownership by only persons currently employed by the Town of Mountain Village (“**Town Employee**”);

WHEREAS, the Original Deed Restriction requires the re-conveyance to the Town in the event the owner is no longer a Town Employee. The Town desires to eliminate this requirement and allow an owner of the Unit to sell the Unit directly to a qualified Town Employee;

NOW, THEREFORE, in consideration of the mutual agreements and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, the Town (for itself and all successors and assigns) hereby places the following restrictions on the Unit:

- V. Ownership of Unit. Ownership of the Unit, and its use and occupancy shall be undertaken subject to the following:

3. Ownership of the Unit shall be restricted to only one individual and their one spouse/significant other, if applicable, where at least one individual on title to property, with at least a fifty percent (50%) interest, is a current employee of the Town of Mountain Village and shall be known as the “**Qualified Employee.**” The use and occupancy of the Unit is hereby limited exclusively to a Qualified Employee and their spouses or Domestic Partners and children or other dependents while residing with the Qualified Employee.
4. In the event the Qualified Employee ceases to be employed by the Town for any reason whatsoever, including termination with or without cause; resignation, dismissal, retirement, death or any other reason, the owner(s) of the Unit shall be required to sell the Unit pursuant to Section II herein within six (6) months of the final date of employment by the Town as determined by the Town’s Human Resources Department.

VI. Sale of Unit to a Qualified Employee. In the event the owner of the Unit fails to maintain status as a Qualified Employee or desires to sell the Unit for any reason, the Unit shall be offered for sale pursuant to the provisions of this section.

- F. Such Owner shall first consult with the Town prior to offering the Unit for sale to review the requirements of this Agreement and the Ordinance.
- G. Such owner shall submit a written Notice of Intent to sell and request for maximum resale price calculation at least 15 days prior to offering the unit for sale. The method for determining the Maximum Resale Price shall be as set forth in the Ordinance.
- H. Resale of the Unit shall be to a Qualified Town Employee as determined by the Town’s Human Resources Department. Prior to and as a condition of closing of the sale of the Unit, the owner must obtain written certification from the Town and the Housing Authority that the potential buyer is a Qualified Employee.
- I. Prior to, and as a condition of closing, the prospective purchaser shall be required to sign an acknowledgement of Deed Restriction for Persons Interested in Purchasing an Affordable Housing Unit.
- J. Closing date for the transaction shall be no later than 6 months after the final date of employment by the Town as determined by the Town’s Human Resources Department.

VII. Town Option to Purchase. Pursuant to Section II.5 of the Ordinance, incorporated herein is **Exhibit B**, Town of Mountain Village Affordable Housing Deed Restriction Option to Purchase (the “Option”). The Option shall provide procedures whereby the Town of Mountain Village may acquire the Property in the event of a foreclosure.





**Exhibit "A"**

Unit Legal Description

**Exhibit "B"**

Town Option to Purchase



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Item No. 11**

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**TO:** Town of Mountain Village Town Council  
**FROM:** Michelle Haynes, Planning and Development Services Director and Jaime Holmes, Human Resources Director  
**FOR:** Meeting of November 19, 2020  
**DATE:** November 5, 2020  
**RE:** Forest Health and Fire Mitigation Program Staff and Program Proposal

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**Introduction**

At the November 5, 2020 special Town Council meeting Town Council directed staff to bring programmatic and staffing requests to Council as part of the adoption of the first reading of the budget ordinance specific to stewarding the Town's forest health and fire mitigation programs. Council also directed a better understanding of past fire mitigation and forest health incentive programs and participation levels.

**Attachments**

- Town Forester/GIS Assistant Job Description
- Forestry Related Incentive Program Participation from 2017-2020

**Town Forester Position**

The town employed a forester between 2006 to 2018. While the position was held by the same person, the town forester transitioned between a number of different departments with associated responsibilities last, having been supervised within the Planning and Development Services Department and a part of the senior planner position. The forestry related portion of a town staff position was not backfilled when our senior planner/forester left employment with the town in 2018. Forest health, fire mitigation and tree removal are all regulated by the Community Development Code.

**Staffing Analysis**

Staff discussed this position internally specifically the following topics:

- Full time versus part time
- Budgetary constraints and benefits
- Economies of scale

**Recommendation**

Staff recommends a full-time position with a job title of Town Forester/GIS Assistant (see attached job description).

**Budget Implications**

This is not a budget neutral staffing request but is otherwise mitigated by the following factors:

- We reduced staffing by permanently losing a part time administrative assistant within the department in 2020 (records requests and scanning assistance) as well as hired a new planner replacing a tenured planner with a combined cost savings of \$30,000



- We can collect fees for services which had either been waived or had not previously been provided by the town as listed below:
  - Tree removal – estimated revenue of \$6,000 (optional if we resume a tree removal fee of \$75 per application.
  - Fire Mitigation or Forest Management Plans. A new service with a cost of \$250 + \$75 per hour after 2 hours. Estimated revenue of \$10,000 (optional given we add these services)
  - Defensible Space Site Walks and prescriptions could be a revenue generator with an approximate revenue of \$5,000.
- We no longer need to pay a 3<sup>rd</sup> party, West Region Wildfire Council, for forestry related service with an approximate value of \$5,000 per year.

### **Programmatic Requests**

1. The Cedar Shake Fire Mitigation continued to be successful – no staff recommended budget change
2. Forestry Management Budget. Staff recommends an addition \$25,000 for grand funding leverage.
3. The Defensible Space Program – staff recommends the same level of funding but increase the rebate amount from \$5,000 to \$10,000. In hiring an in-house forester, defensible space site walks and assessments (prescriptions) no longer need to be contracted to a 3<sup>rd</sup> party.
4. Staff Recommends the Following fee for service should Town Council determine collecting fees for this position could offset the resumption of the Town Forester position:
  - a. Tree Permits \$75 per permit. Resume collecting this fee which has been waived since 2018.
  - b. Defensible Space Site Walks and written prescriptive reports as part of the rebate program (optional)
    - i. \$250 site visit and report fee for lots less than one acre
    - ii. \$400 site visit and report fee for lots over one acres and up to three acres
    - iii. \$500 site visit and report fee for lots greater than three acres
  - c. Forest Management Plan \$250 Fee + \$75 per hour after the first two hours (not associated with the rebate program)
  - d. Fire Mitigation Plan \$250 Fee + \$75 per hour after the first two hours
5. Not Renew the 2021 West Region Wildfire Council Contract

### **Recommended Motion**

I move to approve the following items:

1. Approve a Town Forester/GIS Assistant Position.
2. An additional [\$25,000] to leverage for forestry grant funding opportunities
3. Amend the fee schedule to include [enforcement of the existing] fee for a tree removal permit, a fee for forest management plans and fire mitigation plans and [a fee for defensible space site walks]
4. Increase the defensible space rebate to 50% or a total of \$10,000 per property
5. Terminate a 2021 contract with West Region Wildfire Council for Defensible Space Site Walks and Prescriptions, and the Town Forester would assume this role.



## JOB DESCRIPTION

**Job Title: Town Forester / GIS Assistant**

**Effective: 2021**

**FLSA: Non-Exempt**

**Salary Grade: 52**

### **NATURE OF WORK:**

Responsible for developing and administering the Town's Urban Forestry Program in accordance with all applicable Community Development Code (CDC) Regulations. The position will promote, manage and direct fuels reduction and community wildfire preparedness at the local level, reducing the risk of wildfire in the wildland urban interface. Will work with CAD/GIS coordinator to begin CAD and GIS data migration and updating Town maps.

Will coordinate with the community's wildfire risk reduction local efforts, lead community wildfire preparedness planning, along with design and implement fuel reduction projects. In all phases of work, to develop positive working relationships with landowners, communities and community leaders, fire district, West Region Wildfire Council, the Forest Service and San Miguel County Emergency Management, nonprofit organizations and a range of State and Federal land management agencies.

Plan, organize, coordinate, and supervise activities associated with the management, development, maintenance and care of trees on Town land interests and right-of-way's. Coordinate and monitor contracted services; provide technical and public assistance. Individual in this position develops, administers and is directly responsible for the management of the urban forest. The Town forester performs work independently and collaboratively to develop management plans for the urban forest while supporting the department/division's mission and vision statement along with goals, philosophies and initiatives of the director. This position provides professional input to the best management practices to maintain and sustain the urban forest to various boards of the Town. This is a leadership position and plays a vital role in the department leadership team providing input to the department and Town's strategic plan and performance measures.

### **DUTIES AND RESPONSIBILITIES:**

- Issues tree removal permits including but not limited to; permits to remove hazard trees, permits to remove trees consistent with the CDC.
- Strategically plans, develops, implements, coordinates and manages a fire mitigation and forest management plan. Provides reviews of 3<sup>rd</sup> party fire mitigation and forest management plans.
- Develops and implements a Long Range Forestry Strategic Plan.
- Reviews and evaluates Building and Planning compliance for required Wildfire Mitigation Plans associated with new construction, additions, or significant alterations to existing landscape plans.
- Provides department final inspection of developments to assure the fire mitigation plan has been implemented consistent with approvals prior to issuance of a Certificate of Completion or Certificate of Occupancy.
- Writes grants for various programs and carries out necessary grant monitoring and reporting.
- Community Engagement/Education – Attend joint meetings, coordinate and help facilitate community, homeowner association, and other related meeting opportunities to deliver presentations and educational materials, promote wildfire risk reduction programs, and strengthen community-based relationships.
- Community Wildfire Preparedness Plan (CWPPs) – Facilitate the development or revision of CWPPs written by the communities using the FFSL recommended outline as a minimum. This plan should describe the community, wildfire hazard risks, community resources, preferred mitigation actions with

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This job description indicates in general the nature and levels of work, knowledge, skills, and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.



## JOB DESCRIPTION

identified responsible individual or group, time lines, and should include acceptance signatures of appropriate community leadership and other affected groups.

- Coordinate homeowner wildfire lot assessments in collaboration with the local fire jurisdictional organization.
- Promote national wildfire preparedness programs staying up to date on best practices and relaying information internally, to Council and the public providing education to all, as needed.
- Creates correspondence and reports and coordinates with customers as needed; reviews development plans with residents, developers and builders; develops recommendations and summarizes all issues for presentation to the Town Council and Design Review Board meetings; attends and participates in Town Council meetings; prepares discussion minutes in relation to Town Forestry Program.
- May participate in meetings with government officials and community groups; provides information to the Design Review Board meetings, the Town Manager, Town Council and other town departments as needed; coordinates with various regional government organizations, community groups, and state and Federal agencies.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints regarding Town's Urban Forestry program.
- Reports all unsafe actions, conditions and injuries to supervisor immediately; completes required accident reports and First Report of Injury form; Wears the required personal protective equipment including wearing seat belts when operating any town vehicle.
- Reinforces the town's commitment to the environment by responsible use of electricity, natural gas, fuel, paper, water, and chemicals.

### MINIMUM QUALIFICATIONS:

*Applicants will be required to undergo drug testing prior to employment and may be subject to further drug and alcohol testing throughout their employment.*

**Education and Training:** Minimum qualifications for the Town Forester include a Bachelor's degree (Master's preferred) in Forestry or environmental management or a closely related field. Secondary emphasis: Bachelor of Science, Associates Degree or Minor in GIS, or VoTech training certification in GIS.

**Practical Experience:** At least two years' experience in related field to demonstrate proficiency in applying educational training to Wildland Urban Interface training or any equivalent combination of education and progressively responsible professional experience preferred. Experience working with the public in difficult situations, a customer service orientation, and ability to communicate effectively both verbally and in writing are a must.

**Permits or certificates:** For GIS: AutoDesk Professional Certification or ESRI Technical certification preferred.

Possession of a valid Colorado State Driver's License is required. *A Driving record search will be conducted on all applicants prior to employment and will be subject observation throughout their employment.*

**Knowledge of:** Principles of the implementation of development in an alpine environment such as forestry, construction or environmental regulations. Knowledge of Town's Parks and Trails Master Plan, Town Tree and Landscape Standards, the CDC and Municipal Codes. Knowledge of ISA, ANSI and other standards related to tree care. Principles and practices of drafting; GIS databases; GPS systems and data; CAD , AutoCad (optional not required), ArcGIS.

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## JOB DESCRIPTION

**Skill in:** Researching and analyzing the factors affecting community planning projects; organizing, evaluating, analyzing and presenting data and information; preparing reports and checking designs, details, estimates, plans, and specifications of planning projects; analyzing planning issues, evaluating alternatives, and making logical recommendations based on findings; maintaining accurate and interrelated technical records; evaluating design review proposals and land use applications; ensuring plans maintain compliance with relevant ordinances and design regulations; assessing and prioritizing multiple tasks, projects and demands; communicating effectively in verbal and written forms; establishing and maintaining effective working relations with co-workers and customers.

Assisting with developing and maintaining GIS databases and CAD related data migration to a GIS database; collecting and recording field data;; ; updating the official town maps as directed, updating and creating maps for staff and public upon request, special projects as directed.

**Environmental Factors:**

Work is performed primarily outdoors in the Town of Mountain Village and in neighboring wildland urban interfaces. The position involves site visits/ inspections, sometimes in remote locations in the Town.

**Physical Factors:**

Risks which may require the use of special safety precautions and/or equipment including applications of treatments for fungi, insects or diseases.

Requires field work in inclement weather and rough terrain. Work requires physical exertion with the ability to stand for long periods of time, walk over rough surfaces, bend, lift heavy items (Up to 100 lbs); Vehicle operation in rough terrain; Work around heavy equipment operations and chainsaw usage. May be required to walk, hike, climb, bike and/or ski to remote areas.

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer and printer. Must be able to attend meetings at various sites within the Town and to inspect various work, building or construction sites. Must have adequate vision to read printed materials and a computer screen, and sufficient hearing and speech to communicate in person and over the telephone and/or radio.

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

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

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## Participation in our Forest Health and Fire Mitigation Programs from 2017 to Present

### Defensible Space Program

Year	2017	2018	2019	2020	Notes
Site Visits	7	7	13	15*	*to date
Resulting D-Space Projects with Reimbursement	7	7	3	4*	*to date
Total Rebate (split with TMVOA)	\$10,485	\$21,900	\$13,050	\$15,550	Add \$4,475 for the cost paid solely by the town for the d-space site walks and written prescription/plan contracted with WRWC in 2020

Staff Note: Although the number of site visits and defensible space written assessments (perscriptions) have been increasing, the number of projects utilizing the rebate have decreased. We believe that we can increase the rebate from \$5,000 to \$10,000 in 2021 and keep the \$50,000 budget for the program the same because the program has been under-utilized for the past several years.

### Tree Permits Issued

Year	2017	2018	2019	2020
Issued Tree Permits	137	104	97	80

As a general reminder, we have been waiving the fee for tree permits since 2018, in order to garner voluntary compliance with town policies and programs.

### Cedar Shake Program

Year	2017	2018	2019	2020
Number of Building Permits Issued	4	1	17	20
Valuation of Fee Waiver	n/a	n/a	\$1,229,730.64	\$1,636,988.39
Fee Waiver Total (split with TMVOA)	\$10,894.37	\$1,488.06	\$50,000	\$66,988.39 – to date

In 2019 we changed the program from a rebate to a building fee waiver and increased the fund amount from \$50,000 in 2019 to \$100,000 in 2020.

**Memorandum**

November 12, 2020

TO: Mayor Benitez and Members of the Town Council

FROM: Kevin Swain

RE: 2021 Budget

As planned for in the 2021 Town Budget process, the first reading for the ordinance adopting the budget is scheduled for the regular November Town Council meeting as well as considering a resolution establishing 2021 fee schedules for Water and Sewer service and Broadband video services. The council will also convene as the Board of Directors for the Mountain Village Metropolitan District in order to conduct a public hearing on the 2021 debt service budget and the 2020 revised budget for debt service.

Notable 2021 budget changes since the October 7, 2020 Work Session:

- Medical Insurance benefits for qualified Town Council members is introduced in 2021.
- The Grant Committee has added a \$5,000 allocation for KOTO radio.
- \$150,000 for planning consultation was added.
- A full-time forester and operating funds for forestry health were added at \$117,300.
- The 2021 Farm to Community Budget was increased by \$20,000.
- The bus service budget was reduced by \$65,000 considering changes to the SMART contract.
- Funding for a backup generator at Town Hall was pushed to 2022.
- Body worn cameras for police officers will now be spread over five years at \$50,000 per year.
- Transportation has added \$230,000 to the Gondola budget for critical spare parts.
- Funding for a \$300,000 park was moved to 2022.
- Revenues and expenses for new television services is being phased in beginning in 2020.
- \$100,000 funding for marketing efforts at TCC was removed.
- Debt Service and the mill levy requirement for General Obligation debt of the Town was adjusted to reflect the recent refinancing of the parking garage bonds.
- ***Not reflected in these materials is a request to restore free cable services at VCA beginning in December 2020. The budget impact in 2020 is \$5,152 and \$61,824 in 2021.***

<b>Financial Summary</b>					
	<b>2020</b>		<b>2021</b>	<b>\$ +/-</b>	<b>%</b>
Revenues	\$ 27,313,305	\$	27,224,292	\$ (89,013)	99.67%
Operating Expenses	24,406,056		24,214,163	(191,893)	99.21%
Net Surplus/Deficit	2,907,249		3,010,129	102,880	103.54%
Capital Outlay and Major Repairs and Replacements	3,230,370		5,451,542	2,221,172	168.76%
Net Impact to Reserves	(323,121)		(2,441,413)	(2,118,292)	755.57%
Ending Reserves Balance	\$ 21,463,579	\$	19,022,166	\$ (2,441,413)	88.63%
FTE Headcount	138.9		138.9		

Recommended TC actions:

1. Convene as the Board of Directors of the Mountain Village Metropolitan District and conduct a public hearing on the 2020 revised budget and the proposed 2021 budget.
2. As the Town Council set a public hearing for December 10, 2020 and approve on first reading an ordinance levying property taxes for the town on 2020 to be collected in 2021.
3. As the Town Council set a public hearing for December 10, 2020 and approve on first reading an ordinance adopting to 2021 Town Budget and revising the 2020 Budget for the Town. ***Amending that motion to increase the VCA budgets for 2020 and 2021 to restore free cable services for the tenants there.***
4. Pass a resolution of the Town establishing rates for 2021 water and sewer services and for new broadband television services.

There remains one meeting on the budget calendar for the Town Council to arrive at adoption of the 2021 Budget and the re-forecasted 2020 Budget. The schedule of events follows.

Town Council remaining schedule to adoption:

**December 10, 2020**

**Second Reading, Public Hearing and Adoption of 2020 Revised Budget and 2021 Budget and setting the 2020 Mill Levy.**

**Consideration of resolutions of the Mountain Village Metropolitan District setting the Mill Levy and adopting the budget for 2021 and for amending the 2020 budget.**


Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

Municipal Debt Service

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long
					Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
DSF Revs	Tax - Specific Ownership	29,307	27,548	32,000	32,000	-	32,000	-	32,000	32,000	32,000	32,000
DSF Revs	Tax - Property - 2014/2020 Bonds (2)	498,185	550,730	548,019	548,019	-	480,012	(68,007)	477,760	477,400	481,505	480,310
DSF Revs	Tax - Property - 2006A Bonds	-	-	-	-	-	-	-	-	-	-	-
<b>Total Property Taxes</b>		<b>527,492</b>	<b>578,279</b>	<b>580,019</b>	<b>580,019</b>	<b>-</b>	<b>512,012</b>	<b>(68,007)</b>	<b>509,760</b>	<b>509,400</b>	<b>513,505</b>	<b>512,310</b>
DSF Revs	2014 Bond Reserve Fund	1,664	2,103	300	300	-	300	-	300	300	300	300
DSF Revs	Interest-2006B Liquidity Fund	2,436	2,669	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
DSF Revs	Interest-Other Interest	370	-	-	-	-	-	-	-	-	-	-
DSF Revs	Interest Revenue - 2011 Gondola Bonds	531	529	200	200	-	200	-	200	200	200	200
<b>Total Investment Income</b>		<b>5,001</b>	<b>5,301</b>	<b>2,000</b>	<b>2,000</b>	<b>-</b>	<b>2,000</b>	<b>-</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>
DSF Revs	Contribution- TMVOA	59,608	60,066	59,002	59,002	-	60,894	1,892	533,676	-	-	-
DSF Revs	Contribution-Telski	142,042	143,134	140,598	140,598	-	145,106	4,508	1,271,724	-	-	-
<b>Total Contributions</b>		<b>201,650</b>	<b>203,200</b>	<b>199,600</b>	<b>199,600</b>	<b>-</b>	<b>206,000</b>	<b>6,400</b>	<b>1,805,400</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Debt Service Fund Revenues</b>		<b>734,143</b>	<b>786,779</b>	<b>781,619</b>	<b>781,619</b>	<b>-</b>	<b>720,012</b>	<b>(61,607)</b>	<b>2,317,160</b>	<b>511,400</b>	<b>515,505</b>	<b>514,310</b>
Debt Service	Bond Admin Fees/Trustee Charges	1,158	1,183	1,158	1,182	24	1,182	-	1,182	1,182	1,182	1,182
Debt Service	Audit Fees	2,000	1,000	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Debt Service	Cost of Issuance	-	-	-	81,500	81,500	-	(81,500)	-	-	-	-
Debt Service	County Treasurer Collection Fees	14,995	16,638	16,763	16,763	-	14,797	(1,966)	14,732	14,722	14,840	14,806
<b>Total Administrative Fees</b>		<b>18,153</b>	<b>18,820</b>	<b>19,921</b>	<b>101,445</b>	<b>81,524</b>	<b>17,979</b>	<b>(83,466)</b>	<b>17,914</b>	<b>17,904</b>	<b>18,022</b>	<b>17,988</b>
Debt Service	2011 Gondola Bonds Principal (1)	115,000	120,000	120,000	120,000	-	130,000	10,000	1,770,000	-	-	-
Debt Service	2011 Gondola Bonds Interest (1)	86,650	83,200	79,600	79,600	-	76,000	(3,600)	35,400	-	-	-
Debt Service	2014/2020 Parking Bonds Principal	275,000	285,000	285,000	285,000	-	320,000	35,000	345,000	375,000	385,000	390,000
Debt Service	2014/2020 Parking Bonds Interest	256,225	250,725	245,025	245,025	-	144,032	(100,993)	116,841	86,480	80,480	74,320
<b>Total Bond Principal &amp; Interest</b>		<b>732,875</b>	<b>738,925</b>	<b>729,625</b>	<b>729,625</b>	<b>-</b>	<b>670,032</b>	<b>(59,593)</b>	<b>2,267,241</b>	<b>461,480</b>	<b>465,480</b>	<b>464,320</b>
<b>Total Expense</b>		<b>751,028</b>	<b>757,745</b>	<b>749,546</b>	<b>831,070</b>	<b>81,524</b>	<b>688,011</b>	<b>(143,059)</b>	<b>2,285,155</b>	<b>479,384</b>	<b>483,502</b>	<b>482,308</b>
DSF Revs	Transfer (To)/From General Fund	-	-	-	691,433	691,433	-	(691,433)	-	-	-	-
DSF Revs	Bond Proceeds	-	-	-	5,475,000	5,475,000	-	(5,475,000)	-	-	-	-
DSF Revs	Payment to Refunding Bonds Escrow	-	-	-	(6,084,982)	(6,084,982)	-	6,084,982	-	-	-	-
DSF Revs	Transfer (To)/From GF Specific Ownership Taxes	(29,307)	(27,548)	(32,000)	(32,000)	-	(32,000)	-	(32,000)	(32,000)	(32,000)	(32,000)
<b>Total Other Source/Uses</b>		<b>(29,307)</b>	<b>(27,548)</b>	<b>(32,000)</b>	<b>49,451</b>	<b>81,451</b>	<b>(32,000)</b>	<b>(81,451)</b>	<b>(32,000)</b>	<b>(32,000)</b>	<b>(32,000)</b>	<b>(32,000)</b>
<b>Surplus (Deficit)</b>		<b>(46,191)</b>	<b>1,486</b>	<b>73</b>	<b>-</b>	<b>(73)</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>16</b>	<b>3</b>	<b>2</b>
<b>Beginning Fund Balance</b>		<b>450,279</b>	<b>404,087</b>	<b>405,770</b>	<b>405,573</b>		<b>405,573</b>		<b>405,574</b>	<b>405,579</b>	<b>405,595</b>	<b>405,598</b>
<b>Ending Fund Balance</b>		<b>404,087</b>	<b>405,573</b>	<b>405,843</b>	<b>405,573</b>		<b>405,574</b>		<b>405,579</b>	<b>405,595</b>	<b>405,598</b>	<b>405,600</b>

(1) The 2022 principal budget reflects the intent of the TMVOA and TSG LLC to call the remaining bonds outstanding as soon as legally allowed and noticed.  
 (2) The Mill levy required for the property taxes to be collected is 1.5483, .1932 less than 2020



 <b>Business and Government Activity Report</b> For the month ending: October 31st									
Activity	2020			2019			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
<b>Cable/Internet</b>									
<i>Reporting criteria is changing, prior period data not comparable.</i>									
TV Residential Subscribers	595	(41)		NA	NA		NA	NA	
TV Bulk Subscribers	483	(25)		NA	NA		NA	NA	
TV Inactive Digital Subscribers	122	34		NA	NA		NA	NA	
Cable Modem Residential Cable Modem Subscribers	905	(53)		NA	NA		NA	NA	
Cable Modem Business Net Service Subscribers	37	0		NA	NA		NA	NA	
Cable Modem Hospitality Subscribers	278	0		NA	NA		NA	NA	
Dark Fiber Transport	5	(2)		NA	NA		NA	NA	
Fiber Hospitality Subscribers	8	0		NA	NA		NA	NA	
Fiber Residential Subscribers	224	43		NA	NA		NA	NA	
Phone Subscribers	76	(2)		93	(1)		(17)	-18.28%	
<b>Village Court Apartments</b>									
Occupancy Rate	%	99.55%	-0.45%	99.49%	100.00%	1.82%	99.23%	0.26%	0.3%
# Vacated Units		2	0	21	1	(2)	15	6	40.0%
# Work Orders Completed		8	(4)	213	30	15	312	(99)	-31.7%
# on Waiting List		254	2		206	1		1	0.5%
<b>Public Works</b>									
<i>The increase in service calls is due to an increase in number of UNCC line locates we have due to the fiber project</i>									
Service Calls		1,281	(269)	8,144	691	178	3,342	4,802	143.7%
Truck Rolls		884	(5)	3,415	na	NA	na	NA	NA
Snow Fall	Inches	5	2	147	8	8	280	(133)	-47.5%
Snow Removal - Streets & Prkg Lots	Hours	58	15	2,586	100	100	3,573	(987)	-27.6%
Roadway Maintenance	Hours	51	(134)	684	174	(135)	1,385	(701)	-50.6%
Water Billed Consumption	Gal.	10,291,000	(10,320,000)	122,987,000	16,637,000	(7,023,000)	194,892,000	(71,905,000)	-36.9%
Sewage Treatment	Gal.	8,665,000	(3,057,000)	92,663,000	5,016,000	(2,500,000)	86,583,000	6,080,000	7.0%
<b>Child Development Fund</b>									
# Infants Actual Occupancy		6.50	1.97		6.17	0.52		0.33	5.3%
# Toddlers Actual Occupancy		11.94	0.76		14.91	(1.27)		(2.97)	-19.9%
# Preschoolers Actual Occupancy		15.53	2.42		16.22	(0.31)		(0.69)	-4.3%
<b>Transportation and Parking</b>									
<i>2019 special event parking was \$135,833, Inbound traffic counter is not available at this time.</i>									
GPG (noon snapshot)		3,733	(1,798)	52,866	3,194	(2,453)	66,303	(13,437)	-20.3%
GPG Parking Utilization (% of total # of spaces occupied)		26.2%	-13.90%	37.7%	22.40%	-18.50%	47.4%	-9.7%	-20.5%
HPG (noon snapshot)		1,041	(284)	11,517	971	178	13,080	(1,563)	-11.9%
HPG Parking Utilization (% of total # of spaces occupied)		31.7%	-10.00%	35.6%	29.50%	4.60%	40.6%	-5.0%	-12.3%
Total Parking (noon snapshot)		7,347	(2,411)	92,977	6,299	(3,094)	113,544	(20,567)	-18.1%
Parking Utilization (% of total # of spaces occupied)		29.3%	-10.90%	37.7%	25.10%	-13.60%	46.2%	-8.5%	-18.4%
Paid Parking Revenues		\$32,759	(\$12,359)	\$322,796	\$14,383	(\$35,448)	\$466,306	(\$143,510)	-30.8%
Bus Routes	# of Passengers	3,845	1,111	17,144	6,712	(1,338)	61,422	(44,278)	-72.1%
Employee Shuttle	# of Passengers	0	0	3,598	1,597	177	14,323	(10,725)	-74.9%
Employee Shuttle Utilization Rate	%	0.00%	0.00%	47.0%	54.30%	-0.80%	53.3%	-6.30%	-11.8%
Inbound (Vehicle) Traffic (Entrance)	# of Cars	0	0	502,403	62,255	(5,412)	669,223	(166,820)	-24.9%
<b>Human Resources</b>									
<i>Part Time EE's: Council (7), Judge (1), Child Care (5) Seasonal EE's: Gondola Ops New Hires: 1 MARRS Rider Terms: 1 Child care Assistant, 1 VCA Mgr. 1 Gondola Mtn Tech Reason for Terms: 1 moved, 2 other employment</i>									
FT Year Round Head Count		80	1		86	3		(6)	-7.0%
Seasonal Head Count (FT & PT)		0	0		2	(3)		(2)	-100.0%
PT Year Round Head Count		13	(1)		17	(2)		(4)	-23.5%
Gondola FT YR, Seasonal, PT YR Head Count		65	9		56	2		9	16.1%
Total Employees		158	9		161	0		(3)	-1.9%
Gondola Overtime Paid	Hours	468	398	2,336	138	(273)	3498	(1,162)	-33.2%
Other Employee Overtime Paid		140	76	757	122	54	948	(190)	-20.1%
# New Hires	Total New Hires	1	(3)	60	3	(9)	79	(19)	-24.1%
# Terminations		3	0	65	5	(9)	76	(11)	-14.5%
# Workmen Comp Claims		1	1	3	1	(1)	14	(11)	-78.6%
Workmen Comp Claims Costs		\$255	\$255	\$7,349	\$0	(\$994)	\$11,371	(\$4,022)	-35.4%
Number of Reported Injuries		1	1	5	0	(2)	16	(11)	-68.8%
<b>Marketing &amp; Business Development</b>									
<i>Town hosted meetings include Zoom meetings due to COVID-19</i>									
Town Hosted Meetings		5	0	100	6	2	45	55	122.2%
Email Correspondence Sent		18	6	160	12	(17)	154	6	3.9%
E-mail List	#	7,914	NA		6,621	(235)		1,293	19.5%
Ready-Op Subscribers		1,956	17		na	NA		NA	NA
News Articles		30	5	204	12	(3)	132	72	54.5%
Press Releases Sent		2	0	25	1	(5)	49	(24)	-49.0%
<b>Gondola and RETA</b>									
<i>Current RETA revenues are unaudited, the gondola/chondola was shut down about Mid-March through Mid-June</i>									
Gondola	# of Passengers	162,693	(95,561)	2,157,237	125,586	(142,645)	2,775,362	(618,125)	-22.3%
Chondola	# of Passengers	0	0	80,532	0	0	102,140	(21,608)	-21.2%
RETA fees collected by TMVOA		\$ 2,128,284	\$ 330,274	\$ 8,459,792	\$ 1,526,748	\$ 1,070,906	\$ 5,230,810	\$3,228,982	61.7%
<b>Recreation</b>									
<i>Summer = May 1 - Oct 31 - Current Information not available</i>									
Adventure Rock Registrations		na	NA	na	49	(238)	1776	NA	NA
Disc Golf Registrations		na	NA	na	133	(207)	2369	NA	NA
Platform Tennis Registrations		na	NA	64	8	(56)	291	(227)	-78.0%



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

Activity	2020			2019			YTD or MTD Variance	
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %

<b>Police</b>									
Calls for Service	#	386	(24)	3,370	302	(83)	3,491	(121)	-3.5%
Investigations	#	9	(3)	118	8	(3)	136	(18)	-13.2%
Alarms	#	21	1	211	33	10	299	(88)	-29.4%
Arrests	#	3	1	14	0	(3)	33	(19)	-57.6%
Summons	#	3	0	20	0	(2)	30	(10)	-33.3%
Traffic Contacts	#	7	(5)	116	8	(5)	180	(64)	-35.6%
Traffic Tickets Written	#	1	(1)	20	4	0	41	(21)	-51.2%
Parking Tickets Written	#	317	(63)	2,367	223	(116)	3,339	(972)	-29.1%
Administrative Dismissals	#	1	0	19	1	(5)	43	(24)	-55.8%

<b>Building/Planning</b>									
Community Development Revenues		\$40,797	(\$56,826)	\$1,320,646	\$278,106	\$125,805	\$1,294,079	\$26,567	2.1%
# Permits Issued		42	1	333	77	38	374	(41)	-11.0%
Valuation of Mtn Village Remodel/New/Additions Permits		\$1,296,143	\$685,876	\$40,831,015	\$10,657,540	\$5,016,683	\$43,337,003	(\$2,505,988)	-5.8%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$538,204	\$155,784	\$2,921,168	\$1,219,419	\$1,069,639	\$3,195,431	(\$274,263)	-8.6%
Valuation Telluride Electric/Plumbing Permits		\$243,498	\$57,043	\$2,185,970	\$671,984	\$205,034	\$3,589,985	(\$1,404,015)	-39.1%
# Inspections Completed		283	(34)	2,822	552	156	3,427	(605)	-17.7%
# Design Review/Zoning Agenda Items		15	5	114	17	(3)	129	(15)	-11.6%
# Staff Review Approvals		29	(37)	324	26	2	152	172	113.2%

<b>Plaza Services</b>									
Snow Removal Plaza	Hours	3	(25)	1007	72	72	2,308.3	(1,302)	-56.4%
Plaza Maintenance	Hours	347	(120)	3019	402	(38)	3508	(488)	-13.9%
Lawn Care	Hours	84	(17)	647	85	(209)	1618	(971)	-60.0%
Plant Care	Hours	202	(142)	1693	328	(98)	2496	(803)	-32.2%
Irrigation	Hours	92	(14)	746	88	(70)	820	(75)	-9.1%
TMV Trash Collection	Hours	91	(26)	942	92	(19)	1026	(85)	-8.3%
Christmas Decorations	Hours	383	373	913	574	569	1259	(346)	-27.5%
Residential Trash	Pound	29400	0	242,925	21,500	(3,700)	243800	(875)	-0.4%
Residential Recycle	Pound	58029	20,783	342,147	30,030	(3,219)	351554	(9,407)	-2.7%
Diversion Rate	%	66.37%	10.49%	58.48%	58.28%	1.39%	59.05%	-0.57%	-1.0%

<b>Vehicle Maintenance</b>									
# Preventive Maintenance Performed		22	(2)	187	22	7	176	11	6.3%
# Repairs Completed		28	5	195	35	12	226	(31)	-13.7%
Special Projects		1	1	12	4	4	37	(25)	-67.6%
# Roadside Assists		0	0	1	1	0	5	(4)	-80.0%

<b>Finance</b>									
# Other Business Licenses Issued		23	1	1,061	37	9	1,003	58	5.8%
# Privately Licensed Rentals		1	0	73	2	1	75	(2)	-2.7%
# Property Management Licensed Rentals		3	0	433	7	4	426	7	1.6%
# Unique VRBO Property Advertisements Listings for MV		461	1	4,333	423	7	4,333	38	9.0%
# Paperless Billing Accts (total paperless customers)		1,214	8	11,845	840	(18)	11,845	374	44.5%
# of TMV AR Bills Processed		2,162	(27)	21,782	2,155	(30)	21,706	76	0.4%

<b>Accounts Receivable</b>					<b>General Fund Investment Activity</b>				
	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments				
Current	\$374,598	99.4%	\$396,498	76.6%	\$8,940	49.6%	Change in Value (Month) \$992,859		
30+ Days	1,109	0.3%	59,434	11.5%	1,679	9.3%	Ending Balance \$10,483,894		
60+ Days	-	0.0%	34,154	6.6%	-	0.0%	Investment Income (Month) \$9,375		
90+ Days	1	0.0%	21,435	4.1%	7,410	41.1%	Portfolio Yield 0.63%		
over 120 days	1,109	0.3%	6,402	1.2%	-	0.0%	Yield Change (Month) +.03%		
Total	\$ 376,817	100.0%	\$ 517,923	100.0%	\$ 18,029	100.0%			
	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR		<b>Other Statistics</b>		
Current	\$3,365	45.9%	\$ 783,401	85.1%	(\$169,858)	42.9%	Population (estimated) 1,434		
30+ Days	893	12.2%	63,115	6.9%	(249,288)	63.0%	(Active) Registered Voters 871		
60+ Days	901	12.3%	35,055	3.8%	11,845	-3.0%	Property Valuation 314,681,000		
90+ Days	260	3.5%	29,106	3.2%	8,305	-2.1%			
over 120 days	1,912	26.1%	9,423	1.0%	3,006	-0.8%			
Total	\$7,331	100.0%	\$ 920,100	100.0%	\$ (395,990)	100.0%			



## Memorandum

**To:** Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** November 11, 2020  
**Re:** Town of Mountain Village Financial Statements through September 2020

### Mountain Village Financials Statements through September 2020

#### General Fund Summary

The September financials reflect budgets adopted for 2020 and prorated accordingly. While staff are now operating within new and reduced budget guidelines there have been no legislative adjustments made to either revenue or expenditure budgets yet as a result of the virus emergency. As September 30, 2020, the General Fund reflects a surplus of \$3.6 million primarily resulting from development revenues and budgeted expenditure savings. Permit and use taxes are now over the annual budget and continue to be collected. Sales taxes show a decrease of 10% from prior year and are 11.5% under budget. Revenues of \$9.9 million were over the budget by \$33,400 due mainly to development related revenues.

Total GF operating expenditures of \$6.1 million were under budget by \$800,000.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ 1,150	\$ 49,540	\$ 49,540	-
Child Development Fund	\$ 18,531	\$ 77,120	\$ 37,630	(39,490)
Conference Center Subsidy	\$ 50,000	\$ 161,675	\$ 161,592	(83)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 20,561	\$ 454,548	\$ 404,085	(50,463)
Broadband Fund	\$ -	\$ -	\$ -	-
Vehicle & Equipment Acquisition Fund	\$ -	\$ 65,000	\$ 62,402	(2,598)

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	\$ 56,662	\$ 525,452	\$ 503,879	(21,573)
*Tourism Fund	\$ 1,760	\$ 58,276	\$ 56,617	(1,659)
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	\$ 2,368	\$ 16,000	\$ 18,499	2,499

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

The Bobcat leases were renewed and a police vehicle was purchased. \$62,402 has been transferred from the General Fund.

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

\$44,516 was spent on the Shop remodel and \$16,629 has been expended for safety improvements. \$49,540 has been transferred from the General Fund.

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

\$101,466 in property taxes were collected and \$99,432 was tendered to the historical museum. The county treasurer retained \$2,034 in treasurer’s fees.

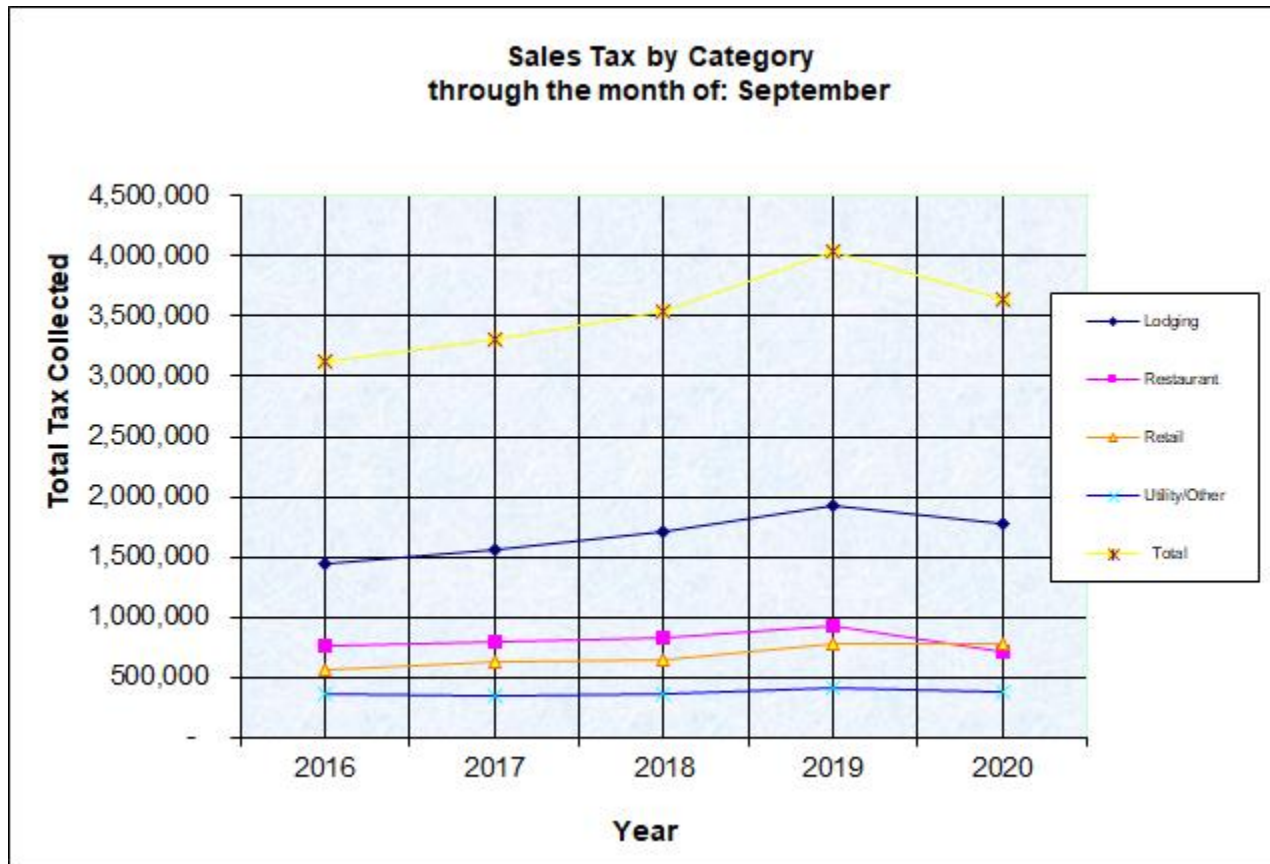
**Mortgage Assistance Fund – No Fund Income Statement Attached**

There has been no activity in this fund to date.

**Sales Tax**

Sales taxes of \$3.6 million are 10% under 2019 through this period and are under budget by 11.5%. Restaurant shows the highest decrease at 23%, followed by Utility/Other at 8.6%.

Actual Sales Tax Base By Class, Through September 2020										
Category	Actual 2016	Actual 2017	PY % Increase	Actual 2018	PY % Increase	Actual 2019	PY % Increase	Actual 2020	PY \$ Variance	PY % Increase
	4.5%	4.5%	2016 to 2017	4.5%	2017 to 2018	4.5%	2018 to 2019	4.5%	2019 to 2020	2019 to 2020
Lodging	32,000,392	34,545,155	8%	37,820,003	9%	42,732,454	13%	39,382,934	(3,349,520)	-7.84%
Restaurant	16,814,996	17,488,379	4%	18,478,770	6%	20,768,073	12%	15,975,752	(4,792,321)	-23.08%
Retail	12,618,039	13,782,603	9%	14,180,170	3%	17,271,501	22%	17,140,097	(131,404)	-0.76%
Utility/Other	8,119,609	7,745,661	-5%	8,022,263	4%	9,009,297	12%	8,237,560	(771,737)	-8.57%
<b>Total</b>	<b>69,553,036</b>	<b>73,561,798</b>	<b>6%</b>	<b>78,501,206</b>	<b>7%</b>	<b>89,781,324</b>	<b>14%</b>	<b>80,736,343</b>	<b>(9,044,982)</b>	<b>-10.07%</b>



## Tourism Fund

2020 restaurant taxes totaling \$318,324 have been collected and \$311,957 was tendered to the airline guarantee program. \$1.57 million in lodging taxes were collected and \$1.55 million was tendered to the airline guarantee program and to MTI. The Town retained \$29,913 in administrative fees, and penalties and interest of \$2,449.

Lodging taxes are under prior year by 8.2% and under budget by 12.1%. Restaurant taxes are under prior year and budget by 23.3% and 26.6%, respectively.

Town of Mountain Village Colorado Lodging Tax Summary								
	2016	2017	2018	2019	2020	2019	2020	Budget
	Activity	Activity	Activity	Activity	Activity	Var %	Budget	Var %
	(4%)	(4%)	(4%)	(4%)	(4%)			
January	193,815	245,628	273,707	300,246	325,337	8.36%	309,715	4.80%
February	249,339	260,809	262,096	310,947	334,936	7.71%	320,726	4.24%
March	304,515	312,990	322,588	401,256	212,457	-47.05%	413,904	-94.82%
April	7,638	8,353	18,205	17,822	855	-95.20%	18,377	-2048.80%
May	16,633	12,493	18,134	24,335	784	-96.78%	25,052	-3094.55%
June	106,415	122,193	137,760	139,428	55,111	-60.47%	143,091	-159.64%
July	153,342	158,585	170,730	196,062	242,218	23.54%	201,679	16.74%
August	111,760	112,264	136,080	160,993	225,771	40.24%	165,644	26.63%
September	139,363	148,624	171,040	158,287	172,283	8.84%	161,445	6.29%
October	31,322	34,399	34,696	46,789	-	-100.00%	47,928	NA
November	14,725	18,535	17,307	14,761	-	-100.00%	14,946	NA
December	261,808	290,808	283,658	295,803	-	-100.00%	301,617	NA
<b>Total</b>	<b>1,590,676</b>	<b>1,725,680</b>	<b>1,846,001</b>	<b>2,066,729</b>	<b>1,569,752</b>	<b>-24.05%</b>	<b>2,124,124</b>	<b>-35.32%</b>
<b>Tax Base</b>	<b>39,766,902</b>	<b>43,142,003</b>	<b>46,150,032</b>	<b>51,668,223</b>	<b>39,243,805</b>		<b>53,103,100</b>	

Town of Mountain Village Colorado Restaurant/Bar Tax Summary								
	2016	2017	2018	2019	2020	2019	2020	Budget
	Activity	Activity	Activity (2%)	Activity (2%)	Activity (2%)	Var %	Budget	Var %
	(2%)	(2%)						
January	48,594	54,097	57,188	62,864	73,576	17.04%	61,033	17.05%
February	60,243	60,144	63,140	66,720	76,392	14.50%	64,777	15.21%
March	71,171	74,202	75,202	87,671	50,565	-42.32%	85,118	-68.33%
April	1,511	1,829	7,119	7,364	85	-98.85%	7,149	-8331.42%
May	4,568	4,448	4,838	4,299	553	-87.13%	4,174	-654.31%
June	34,359	34,365	39,048	38,614	9,040	-76.59%	37,490	-314.72%
July	44,827	46,470	46,603	60,113	37,654	-37.36%	58,363	-55.00%
August	35,020	34,998	39,031	44,673	37,776	-15.44%	43,183	-14.31%
September	36,195	39,291	36,920	42,922	32,682	-23.86%	41,549	-27.13%
October	11,312	13,519	12,695	17,657	-	-100.00%	17,045	NA
November	5,099	5,352	7,221	3,503	-	-100.00%	3,326	NA
December	59,070	54,303	53,383	57,178	-	-100.00%	54,927	NA
<b>Total</b>	<b>411,969</b>	<b>423,017</b>	<b>442,390</b>	<b>493,579</b>	<b>318,324</b>	<b>-35.51%</b>	<b>478,134</b>	<b>-50.20%</b>
<b>Tax Base</b>	<b>20,598,437</b>	<b>21,150,852</b>	<b>22,119,524</b>	<b>24,678,936</b>	<b>15,916,193</b>		<b>23,906,700</b>	

Business license fees of \$316,496 are over budget (3%) and prior year (.6%). \$297,506 was remitted to MTI and \$26,684 in admin fees and penalties were transferred to the General Fund.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget				Budget Balance
		(\$)	(%)						
<b>Revenues</b>									
Charges for Services	\$ 250,803	\$ 185,400	\$ 65,403	35.28%	\$ 250,458	\$ (345)	\$ 274,728	\$ 307,828	\$ 464,430
Contributions	51,203	26,385	24,818	94.06%	43,438	(7,765)	27,077	2,914	90,925
Fines and Forfeits	66,240	5,814	60,426	1039.32%	11,841	(54,399)	8,316	56,849	7,537
Interest Income	162,214	70,490	91,724	130.12%	100,000	(62,214)	210,451	64,387	41,177
Intergovernmental	440,035	449,946	(9,911)	-2.20%	565,671	125,636	520,062	415,779	348,837
Licenses and Permits	319,948	226,376	93,572	41.33%	339,828	19,880	286,283	268,256	471,407
Miscellaneous Revenues	57,537	45,067	12,470	27.67%	63,618	6,081	65,286	40,849	80,884
Taxes and Assessments	8,533,904	8,838,991	(305,087)	-3.45%	10,093,727	1,559,823	8,618,751	7,929,029	8,272,142
<b>Total Revenues</b>	<b>9,881,884</b>	<b>9,848,469</b>	<b>33,415</b>	<b>0.34%</b>	<b>11,468,581</b>	<b>1,586,697</b>	<b>10,010,954</b>	<b>9,085,891</b>	<b>9,777,339</b>
<b>Operating Expenses</b>									
Legislation & Council	47,843	56,013	(8,170)	-14.59%	90,077	42,234	56,620	55,798	68,002
Town Manager	233,898	186,432	47,466	25.46%	279,323	45,425	193,280	188,195	180,690
Town Clerk's Office	242,232	275,286	(33,054)	-12.01%	391,388	149,156	272,491	261,724	268,975
Finance	699,628	698,684	944	0.14%	888,502	188,874	649,496	657,642	630,970
Technical	317,831	409,225	(91,394)	-22.33%	511,839	194,008	303,960	254,796	147,476
Human Resources	264,287	272,116	(7,829)	-2.88%	390,805	126,518	247,610	262,478	220,092
Town Attorney	228,177	233,878	(5,701)	-2.44%	376,525	148,348	345,609	305,768	335,362
Communications and Business Development	444,915	290,530	154,385	53.14%	397,300	(47,615)	391,474	242,047	164,178
Municipal Court	20,608	24,954	(4,346)	-17.42%	33,540	12,932	21,755	20,404	20,844
Police Department	672,276	727,378	(55,102)	-7.58%	1,021,462	349,186	671,996	597,403	572,416
Community Services	34,353	40,195	(5,842)	-14.53%	58,857	24,504	39,212	36,976	36,138
Community Grants and Contributions	120,745	120,092	653	0.54%	139,717	18,972	102,363	122,850	86,000
Roads and Bridges	594,147	694,150	(100,003)	-14.41%	1,134,249	540,102	882,838	853,771	853,175
Vehicle Maintenance	276,055	325,865	(49,810)	-15.29%	459,870	183,815	317,266	307,823	453,191
Municipal Bus	195,020	200,781	(5,761)	-2.87%	277,932	82,912	165,558	166,220	146,194
Employee Shuttle	32,764	74,177	(41,413)	-55.83%	88,614	55,850	38,636	40,573	29,524
Parks & Recreation	250,557	424,442	(173,885)	-40.97%	573,576	323,019	331,991	378,189	388,410
Plaza Services	813,491	1,060,163	(246,672)	-23.27%	1,416,917	603,426	942,480	852,185	795,371
Public Refuse Removal	43,078	48,249	(5,171)	-10.72%	61,098	18,020	48,770	49,038	37,382
Building/Facility Maintenance	154,282	199,618	(45,336)	-22.71%	295,620	141,338	140,104	137,424	148,049
Building Division	234,646	251,191	(16,545)	-6.59%	362,544	127,898	183,888	223,536	286,301
Housing Division Office	14,801	15,200	(399)	-2.63%	21,439	6,638	15,321	13,879	13,351
Planning and Zoning Division	178,429	285,451	(107,022)	-37.49%	425,935	247,506	245,980	291,514	264,811
Contingency	-	-	-	NA	96,971	96,971	-	-	-
<b>Total Operating Expenses</b>	<b>6,114,063</b>	<b>6,914,070</b>	<b>(800,007)</b>	<b>-11.57%</b>	<b>9,794,100</b>	<b>3,680,037</b>	<b>6,608,698</b>	<b>6,320,233</b>	<b>6,146,902</b>
Surplus / Deficit	3,767,821	2,934,399	833,422	28.40%	1,674,481	(2,093,340)	3,402,256	2,765,658	3,630,437
Capital Outlay	836	150	686	457.33%	48,000	47,164	90,652	120,422	631,120
Surplus / Deficit	3,766,985	2,934,249	832,736	28.38%	1,626,481	(2,140,504)	3,311,604	2,645,236	2,999,317
<b>Other Sources and Uses</b>									
Sale of Assets	2,500	-	2,500	NA	-	(2,500)	12,496	14,183	-
Transfer (To) From Affordable Housing	(404,085)	(454,548)	50,463	-11.10%	(567,814)	(163,729)	(448,464)	(393,469)	(367,776)
Transfer (To) From Affordable Housing-Housing Off	-	-	-	NA	21,439	21,439	-	-	-
Transfer (To) From Broadband	-	-	-	NA	(2,098,973)	(2,098,973)	-	10,000	-
Transfer (To) From Child Development	(37,630)	(77,120)	39,490	-51.21%	(148,468)	(110,838)	(56,017)	(88,118)	(58,615)
Transfer (To) From Capital Projects	(49,540)	(49,540)	-	0.00%	(2,246,546)	(2,197,006)	(20,426)	(11,247)	(263,642)
Transfer (To) From Debt Service	18,499	16,000	2,499	15.62%	32,000	13,501	20,912	21,407	319,204
Transfer (To) From Overhead Allocation	503,879	525,452	(21,573)	-4.11%	588,345	84,466	521,247	377,741	351,080
Transfer (To) From Parking Services	-	-	-	NA	-	-	-	-	-
Transfer (To) From Conference Center	(161,592)	(161,675)	83	-0.05%	(277,079)	(115,487)	(151,044)	(123,634)	(153,170)
Transfer (To) From Tourism	56,617	58,276	(1,659)	-2.85%	68,343	11,726	18,339	37,571	58,735
Transfer (To) From Vehicle/Equipment	(62,402)	(65,000)	2,598	-4.00%	(182,671)	(120,269)	(105,767)	(304,901)	(555,778)
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(133,755)</b>	<b>(208,154)</b>	<b>74,400</b>	<b>-35.74%</b>	<b>(4,811,424)</b>	<b>(4,677,670)</b>	<b>(208,724)</b>	<b>(460,465)</b>	<b>(669,962)</b>

2020						2019	2018	2017	
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
Surplus / Deficit	\$ 3,633,230	\$ 2,726,095	\$ 907,136	33.28%	\$ (3,184,943)	\$ (6,818,174)	\$ 3,102,880	\$ 2,184,771	\$ 2,329,356

<u>Beginning Fund Balance Components</u>	<u>Actual YTD</u>	<u>Annual Budget</u>
Emergency Reserve	\$ 3,427,935	\$ 3,427,935
Unreserved	10,275,676	8,965,424
<b>Beginning Fund Balance</b>	\$ 13,703,611	\$ 12,393,359
<u>YTD Ending Fund Balance Components</u>		
Emergency Reserve	\$ 3,427,935	\$ 3,427,935
Facility Maint Reserve	155,000	155,000
Unreserved	13,753,906	5,625,481
<b>Ending Fund Balance</b>	\$ 17,336,841	\$ 9,208,416

#### Revenues

Taxes & Assessments - Property taxes are lagging budget \$90,000. This is mainly due to abatements. Specific Ownership taxes are over budget by \$2,700 and are \$6,500 less than prior year. Sales tax revenues are 11.5% under budget and 10% less than prior year. Construction use tax is now exceeding the annual budget.

Licenses & Permits - Electrical permits and construction parking fees are under budget, but plumbing permits are over budget and construction permits are over the annual budget.

Intergovernmental - Intergovernmental revenues are over budget in county road & bridge taxes, but under budget in mineral severance tax revenues.

Charges for Services - Plan review fees are over the annual budget and road impact fees are over the period to date budget.

Fines & Forfeitures - Traffic fines are under budget but there was a significant building fine accessed.

Investment Income - Actual interest earned is exceeding the annual budget and is 6.7% less than prior year.

Miscellaneous - Van rider revenues are under budget but made up for by SMART charges for bus service after the Gondola shut down.

Contributions - Reimbursements for the roof waiver program and defensible space have been recorded, Gondola employee shuttle and a Gondola Plaza contribution have been made.

#### Top Ten Budget Variances

##### Over Budget

Communications and Business Development - \$154,385 Over budget due to the Farm to Community program and BDAC Stimulus expenses.

Town Manager - \$47,466 Used the PTO payout option due to the pandemic.

Finance - \$944 Under budget in audit fees and property insurance, but over in personnel costs due to PTO payouts.

Community Grants and Contributions- \$653 Over budget due to fees.

##### Under Budget

Plaza Services - \$246,672 Savings in personnel expense, planter and paver repair, plaza/landscape R&M, and natural gas.

Parks and Recreation - \$173,885 Natural gas for the Zamboni room, electric for the ice rink, platform tennis court expense, and employee costs are under budget.

Planning & Zoning - \$107,022 Savings in personnel costs due to a vacancy and consulting fees.

Road & Bridge - \$100,003 Under budget in paving repair and employee expenses.

Technical - \$91,394 Under budget in contracted services, employee costs, and certain support fees.

Police - \$55,102 Savings in housing allowance and worker's compensation and other employee benefits.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020						2019	2018	2017
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
<b>Tourism Fund</b>									
<b>Revenues</b>									
Business License Fees	\$ 316,496	\$ 308,768	\$ 7,728	3%	\$ 315,307	\$ (1,189)	\$ 314,723	\$ 308,560	\$ 311,417
Lodging Taxes - Condos/Homes	938,613	950,726	(12,113)	-1%	1,166,389	227,776	921,140	806,382	747,448
Lodging Taxes - Hotels	631,139	808,927	(177,788)	-22%	957,735	326,596	784,879	701,970	633,977
Lodging Taxes - Prior Year	3,286	-	3,286	NA	-	(3,286)	5,311	5,781	692
Penalties and Interest	10,143	7,798	2,345	30%	10,500	357	7,895	16,886	12,635
Restaurant Taxes	318,324	402,836	(84,512)	-21%	478,134	159,810	414,919	369,091	349,797
Restaurant Taxes - Prior Year	1,103	-	1,103	NA	-	(1,103)	1,779	394	-
<b>Total Revenues</b>	<b>2,219,104</b>	<b>2,479,055</b>	<b>(259,951)</b>	<b>-10%</b>	<b>2,928,065</b>	<b>708,961</b>	<b>2,450,648</b>	<b>2,209,064</b>	<b>2,055,965</b>
<b>Tourism Funding</b>									
Additional Funding	-	-	-	NA	-	-	42,444	25,429	313
Airline Guaranty Funding	1,083,827	1,257,009	(173,182)	-14%	1,509,392	425,565	1,246,916	1,104,021	1,020,038
MTI Funding	1,076,160	1,161,270	(85,110)	-7%	1,347,830	271,670	1,142,948	1,039,542	976,879
<b>Total Tourism Funding</b>	<b>2,159,987</b>	<b>2,418,279</b>	<b>(258,292)</b>	<b>-11%</b>	<b>2,857,222</b>	<b>697,235</b>	<b>2,432,308</b>	<b>2,168,993</b>	<b>1,997,230</b>
Surplus / Deficit	59,117	60,776	(1,659)	-3%	70,843	11,726	18,339	40,071	58,735
<b>Administrative Fees</b>									
Audit Fees	2,500	2,500	-	0%	2,500	-	-	2,500	-
<b>Total Administrative Fees</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>0%</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>2,500</b>	<b>-</b>
Surplus / Deficit	56,617	58,276	(1,659)	-3%	68,343	11,726	18,339	37,571	58,735
<b>Other Sources and Uses</b>									
Transfer (To) From Other Funds	(56,617)	(58,276)	1,659	-3%	(68,343)	(11,726)	(18,339)	(37,571)	(58,735)
<b>Total Other Sources and Uses</b>	<b>(56,617)</b>	<b>(58,276)</b>	<b>1,659</b>	<b>-3%</b>	<b>(68,343)</b>	<b>(11,726)</b>	<b>(18,339)</b>	<b>(37,571)</b>	<b>(58,735)</b>
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -



**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Parking Services Fund</b>									
<b>Revenues</b>									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ 5,113	\$ 9,545
Fines and Forfeits	15,510	30,720	(15,210)	-50%	38,465	23,450	38,550	30,249	20,770
Gondola Parking Garage	93,846	67,350	26,496	39%	79,903	20,665	79,160	60,185	106,685
Heritage Parking Garage	171,677	176,226	(4,549)	-3%	209,163	106,374	208,722	165,316	165,692
Parking in Lieu Buyouts	78,000	-	78,000	NA	-	-	-	-	80,000
Parking Meter Revenues	17,544	17,182	362	2%	22,587	10,390	19,418	16,680	13,152
Parking Permits	6,970	9,293	(2,323)	-25%	12,000	6,390	8,790	11,115	5,553
Special Event Parking	-	106,000	(106,000)	-100%	106,000	-	135,833	50,628	49,286
<b>Total Revenues</b>	<b>383,547</b>	<b>406,771</b>	<b>(23,224)</b>	<b>-6%</b>	<b>468,118</b>	<b>167,269</b>	<b>490,473</b>	<b>339,286</b>	<b>450,683</b>
<b>Operating Expenses</b>									
Other Operating Expenses	3,641	3,923	(282)	-7%	4,769	1,128	98,403	13,630	7,832
Personnel Expenses	87,520	106,502	(18,982)	-18%	147,941	60,421	96,500	84,190	88,026
Gondola Parking Garage	33,127	46,592	(13,465)	-29%	70,084	36,957	47,297	35,941	28,762
Surface Lots	13,835	15,769	(1,934)	-12%	28,900	15,065	9,797	36,238	41,578
Heritage Parking Garage	56,983	73,526	(16,543)	-22%	92,680	35,697	64,069	51,705	68,421
Meadows Parking	1,000	1,000	-	0%	1,000	-	16	1,000	1,000
<b>Total Operating Expenses</b>	<b>196,106</b>	<b>247,312</b>	<b>(51,206)</b>	<b>-21%</b>	<b>345,374</b>	<b>149,268</b>	<b>316,082</b>	<b>222,704</b>	<b>235,619</b>
Surplus / Deficit	187,441	159,459	27,982	18%	122,744	18,001	174,391	116,582	215,064
<b>Capital</b>									
Capital	5,415	5,500	(85)	-2%	79,800	74,385	92,696	5,615	4,800
Surplus / Deficit	182,026	153,959	28,067	18%	42,944	(56,384)	81,695	110,967	210,264
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Overhead Allocation	(30,258)	(30,258)	-	0%	(33,620)	(3,362)	(37,203)	(22,818)	(21,840)
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(30,258)</b>	<b>(30,258)</b>	<b>-</b>	<b>0%</b>	<b>(33,620)</b>	<b>(3,362)</b>	<b>(37,203)</b>	<b>(22,818)</b>	<b>(21,840)</b>
Surplus / Deficit	\$ 151,768	\$ 123,701	\$ -	0%	\$ 9,324	\$ -	\$ 44,492	\$ 88,149	\$ 188,424
<b>Beginning Fund Balance</b>	\$ 268,678	\$ 170,442	\$ 98,236						
<b>Ending Fund Balance</b>	\$ 420,446	\$ 294,143	\$ 126,303						

Parking revenues are under budget \$23,224. This is mainly due to the cancelation of Bluegrass but we have collected \$78,000 unbudgeted parking buy out revenues. HPG revenues are under budget 3% and under prior year 18%. Parking meter (surface lots) revenues are over budget 2% and under prior year 10%. GPG is over budget and prior year 39% and 18%. This is due to the timing of purchases of valet tickets, purchased in bulk. Parking fines are under budget 50%. Personnel costs are under budget. GPG is under budget in general maintenance and supplies. Surface lots is under budget in maintenance. HPG has budget savings in tech support, maintenance, and supplies. The 2020 transfer to the General Fund is \$30,258, which is the overhead allocation.



**To:** TMVOA; Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** November 10, 2020  
**Re:** Gondola Quarterly Report, September 2020

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At quarter end September 2020, the gondola fund is \$227,700 under budgeted expenses. The budget referred to in this document is the original adopted budget for 2020.

### **Gondola Fund - Expenditures**

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

Annual budget: \$76,246  
YTD expenditures: \$43,484  
YTD budget: \$50,325

MARRS is 13.6% under budget. This is primarily due to savings in worker's compensation premiums, salaries and wages, supplies, and zip bike leases.

**2. Chondola Operations and Maintenance:**

Annual budget: \$274,901  
YTD expenditures: \$106,205  
YTD budget: \$141,858

Chondola operations expenses are under budget by 25%. There are savings in operations salaries and wages, utilities and parts and supplies.

**3. Gondola Operations:**

Annual budget: \$1.93 million (includes grant success fees)  
YTD expenditures: \$1.3 million  
YTD budget: \$1.4 million

Gondola operations were under budget by \$95,200. The main savings are in personnel costs due to the shut down and uniforms.

**4. Gondola Maintenance:**

Annual budget: \$1.4 million  
YTD expenditures: \$1 million  
YTD budget: \$1 million

Gondola maintenance is tracking with budget. Parts are over budget but personnel costs are under due to the shut down.

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

Annual budget: \$455,556

YTD expenditures: \$287,212

YTD budget: \$360,251

FGOA costs are \$73,000 under budget. This is primarily due to savings in utilities, in large part because of the shut down, and other small budget savings.

**6. Town Administrative Overhead:**

Annual Budget: \$55,000

YTD transfer: \$23,869

YTD budget: \$41,250

Administrative allocations are based on actual hours and are considered a transfer to the General Fund rather than an expense. There are budget savings due to the turn over of personnel in HR and the shut down of the gondola.

**7. Major Repairs and Replacements:**

Annual Budget: \$675,000 (there are matching grant funds of \$470,800 towards expenses)

YTD expenditures: \$93,771

YTD budget: \$95,000

Expenditures made were for lightning array repair, cabin refurb, and station upgrades.

**8. Capital Outlay:**

Annual Budget: \$112,000

YTD expenditures: \$574

YTD budget: \$575

There has been a small expenditure for bike racks.

**Overall Financial Performance through September, 2020**

Total gondola expenditures through this period of \$2.9 million were 7% under budget. Total funding for the period of \$2.9 million was primarily provided by TMVOA (72%), with contributions of approximately \$2.1 million, \$146,951 (5%) provided by TSG from lift ticket sales, operating grant funds of \$645,275 (22%), and miscellaneous revenues and event operations funding of \$7,619.

**Town of Mountain Village Monthly Revenue and Expenditure Report**  
**September 2020**

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Gondola Fund</b>									
<b>Revenues</b>									
Event Operations Funding	\$ 6,831	\$ -	\$ 6,831	NA	\$ -	\$ (6,831)	\$ 5,314	\$ 2,667	\$ 5,577
Event Operations Funding - TOT	-	-	-	NA	36,000	36,000	-	-	-
Operations Grant Funding	645,275	127,813	517,462	404.86%	141,240	(504,035)	127,814	126,686	119,052
Capital/MR&R Grant Funding	-	-	-	NA	470,800	470,800	580,770	473,063	88,000
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Miscellaneous Revenues	788	-	788	NA	-	(788)	204	2,160	-
Sale of Assets	-	-	-	NA	-	-	-	-	1,672
TMVOA Operating Contributions	1,986,419	2,809,698	(823,279)	-29.30%	3,957,059	1,970,640	2,471,702	2,449,703	2,226,080
TMVOA Capital/MR&R Contributions	94,345	-	94,345	NA	316,200	221,855	448,040	1,083,400	933,167
TSG 1% Lift Sales	146,951	172,818	(25,867)	-14.97%	200,000	53,049	183,520	155,406	163,196
<b>Total Revenues</b>	<b>2,880,609</b>	<b>3,110,329</b>	<b>(229,720)</b>	<b>-7.39%</b>	<b>5,121,299</b>	<b>2,240,690</b>	<b>3,817,364</b>	<b>4,293,085</b>	<b>3,536,744</b>
<b>Operating Expenses</b>									
			7,619						
Overhead Allocation Transfer	23,869	41,250	(17,381)	-42.14%	55,000	31,131	29,839	40,714	30,244
MAARS	43,484	50,325	(6,841)	-13.59%	76,246	32,762	44,747	45,261	48,773
Chondola	106,205	141,858	(35,653)	-25.13%	274,901	168,696	120,401	187,751	144,623
Grant Success Fees	-	-	-	NA	8,500	8,500	-	-	-
Operations	1,299,623	1,394,851	(95,228)	-6.83%	1,931,459	631,836	1,309,282	1,213,928	1,186,406
Maintenance	1,025,871	1,026,219	(348)	-0.03%	1,407,997	382,126	931,601	951,420	797,866
FGOA	287,212	360,251	(73,039)	-20.27%	455,556	168,344	352,684	297,548	307,665
Major Repairs and Replacements	93,771	95,000	(1,229)	-1.29%	675,000	581,229	1,005,922	1,430,768	162,551
Contingency	-	-	-	NA	124,640	124,640	-	-	-
<b>Total Operating Expenses</b>	<b>2,880,035</b>	<b>3,109,754</b>	<b>(229,719)</b>	<b>-7.39%</b>	<b>5,009,299</b>	<b>2,129,264</b>	<b>3,794,476</b>	<b>4,167,390</b>	<b>2,678,128</b>
Surplus / Deficit	574	575	(1)	-0.17%	112,000	111,426	22,888	125,695	858,616
<b>Capital</b>									
Capital Outlay	574	575	(1)	-0.17%	112,000	111,426	22,888	125,695	858,616
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020						2019	2018	2017
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
<b>Child Development Fund</b>									
<b>Revenues</b>									
Infant Care Fees	\$ 36,164	\$ 61,173	(25,009)	-40.88%	\$ 81,064	\$ 44,900	\$ -	\$ -	\$ -
Toddler Care Fees	71,677	141,228	(69,551)	-49.25%	193,832	122,155	194,587	199,279	205,525
Fundraising Revenues - Toddler	-	-	-	NA	8,450	8,450	265	1,950	6,148
Fundraising Revenues - Infant	-	-	-	NA	3,550	3,550	-	-	-
Fundraising Revenues - Preschool	-	-	-	NA	5,000	5,000	650	-	3,075
Regional Childcare Tax - Infant	15,000	15,000	-	0.00%	15,000	-	-	-	-
Regional Childcare Tax - Toddler	15,000	10,000	5,000	50.00%	10,000	(5,000)	-	-	-
Grant Revenues - Toddler	46,134	35,500	10,634	29.95%	35,500	(10,634)	49,375	34,005	24,450
Grant Revenues - Infant	38,567	25,000	13,567	54.27%	25,000	(13,567)	-	-	-
Grant Revenues - Preschool	30,543	30,000	543	1.81%	30,000	(543)	36,693	25,200	13,000
Preschool Fees	80,372	133,943	(53,571)	-40.00%	177,167	96,795	146,615	132,092	124,831
<b>Total Revenues</b>	<b>333,457</b>	<b>451,844</b>	<b>(118,387)</b>	<b>-26.20%</b>	<b>584,563</b>	<b>251,106</b>	<b>428,185</b>	<b>392,526</b>	<b>377,029</b>
<b>Operating Expenses</b>									
Infant Care Other Expense	10,350	21,055	(10,705)	-50.84%	28,074	17,724	-	-	-
Infant Care Personnel Expense	65,393	103,468	(38,075)	-36.80%	137,957	72,564	-	-	-
Toddler Care Other Expense	33,420	45,770	(12,350)	-26.98%	61,736	28,316	67,399	46,935	51,324
Toddler Care Personnel Expense	157,804	183,286	(25,482)	-13.90%	259,844	102,040	254,154	272,367	243,809
Preschool Other Expense	24,430	48,951	(24,521)	-50.09%	55,097	30,667	45,151	44,024	29,490
Preschool Personnel Expense	79,690	126,434	(46,744)	-36.97%	190,323	110,633	117,498	117,318	111,021
<b>Total Operating Expenses</b>	<b>371,087</b>	<b>528,964</b>	<b>(157,877)</b>	<b>-29.85%</b>	<b>733,031</b>	<b>361,944</b>	<b>484,202</b>	<b>480,644</b>	<b>435,644</b>
Surplus / Deficit	(37,630)	(77,120)	39,490	-51.21%	(148,468)		(56,017)	(88,118)	(58,615)
<b>Other Sources and Uses</b>									
Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	37,630	77,120	39,490	51.21%	148,468	110,838	56,017	88,118	58,615
<b>Total Other Sources and Uses</b>	<b>37,630</b>	<b>77,120</b>	<b>39,490</b>	<b>51.21%</b>	<b>148,468</b>	<b>110,838</b>	<b>56,017</b>	<b>88,118</b>	<b>58,615</b>
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

Child Development revenues are \$118,400 under budget or 26%. Grant monies make up for some lost revenues. The regional childcare tax is intended to offset staff expenses in the toddler and infant rooms. Operating expenses are \$157,900 under budget due primarily to scholarship costs and personnel expenses, which are affected by the closures. The program has required \$37,630 in funding from the General Fund in 2020.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Water &amp; Sewer Fund</b>									
<b>Revenues</b>									
Mountain Village Water and Sewer	\$ 2,272,750	\$ 2,130,397	\$ 142,353	6.68%	\$ 2,919,609	\$ 646,859	\$ 2,096,494	\$ 2,043,229	\$ 1,886,903
Other Revenues	5,043	10,620	(5,577)	-52.51%	13,450	8,407	7,796	5,255	9,238
Ski Ranches Water	205,581	107,677	97,904	90.92%	225,085	19,504	147,027	119,962	119,179
Skyfield Water	15,892	21,515	(5,623)	-26.14%	30,517	14,625	23,837	21,273	24,299
<b>Total Revenues</b>	<b>2,499,266</b>	<b>2,270,209</b>	<b>229,057</b>	<b>10.09%</b>	<b>3,188,661</b>	<b>689,395</b>	<b>2,275,154</b>	<b>2,189,719</b>	<b>2,039,619</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	371,435	382,873	(11,438)	-2.99%	570,784	199,349	333,205	367,604	311,610
Mountain Village Water	634,471	696,865	(62,394)	-8.95%	1,144,787	510,316	655,429	735,863	588,132
Ski Ranches Water	10,653	21,254	(10,601)	-49.88%	42,005	31,352	23,192	19,300	25,300
Contingency	-	-	-	NA	35,152	35,152	-	-	-
<b>Total Operating Expenses</b>	<b>1,016,559</b>	<b>1,100,992</b>	<b>(84,433)</b>	<b>-7.67%</b>	<b>1,792,728</b>	<b>776,169</b>	<b>1,011,826</b>	<b>1,122,767</b>	<b>925,042</b>
Surplus / Deficit	1,482,707	1,169,217	313,490	26.81%	1,395,933		1,263,328	1,066,952	1,114,577
<b>Capital</b>									
Capital Outlay	288,148	359,000	(70,852)	-19.74%	1,101,751	813,603	563,783	404,851	296,624
Surplus / Deficit	1,194,559	810,217	384,342	47.44%	294,182		699,545	662,101	817,953
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(157,060)	(157,060)	-	0.00%	(174,511)	(17,451)	(153,878)	(114,305)	(108,453)
Mountain Village Tap Fees	33,680	35,000	(1,320)	-3.77%	100,000	66,320	97,461	79,976	255,316
Grants	-	-	-	NA	-	-	-	-	-
Ski Ranches Tap Fees	-	-	-	NA	5,000	5,000	6,000	-	21,232
Skyfield Tap Fees	-	-	-	NA	2,000	2,000	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	352
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(123,380)</b>	<b>(122,060)</b>	<b>(1,320)</b>	<b>1.08%</b>	<b>(67,511)</b>	<b>55,869</b>	<b>(50,417)</b>	<b>(34,329)</b>	<b>168,447</b>
Surplus / Deficit	\$ 1,071,179	\$ 688,157	\$ 383,022	55.66%	\$ 226,671		\$ 649,128	\$ 627,772	\$ 986,400

Mountain Village is over budget in excess, irrigation, and base water and sewer fees. Ski Ranch water is over budget in excess water fees. Skyfield is under budget in excess water fees. Other revenues are under in late payment penalties (which were waived for a few months) and inspection and maintenance fees. Sewer expenditures are under budget by 3%, primarily for (TOT) regional sewer charges. MV water is under budget in chlorine costs and electricity. Ski Ranch operations is under budget with savings in employee costs and electricity. Capital costs were for Ski Ranches capital, a pump, and the sewer plant.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020				2019	2018	2017		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Broadband Fund</b>									
<b>Revenues</b>									
Cable User Fees	\$ 742,292	\$ 774,944	\$ (32,652)	-4.21%	\$ 1,022,472	\$ 280,180	\$ 753,701	\$ 726,591	\$ 679,772
Internet User Fees	860,629	706,236	154,393	21.86%	946,666	86,037	828,842	779,178	714,909
Other Revenues	36,642	48,135	(11,493)	-23.88%	68,640	41,389	32,895	41,150	45,887
Phone Service Fees	27,251	32,715	(5,464)	-16.70%	43,000	6,358	31,042	32,119	28,266
<b>Total Revenues</b>	<b>1,666,814</b>	<b>1,562,030</b>	<b>104,784</b>	<b>6.71%</b>	<b>2,080,778</b>	<b>413,964</b>	<b>1,646,480</b>	<b>1,579,038</b>	<b>1,468,834</b>
<b>Operating Expenses</b>									
Cable Direct Costs	595,447	689,245	(93,798)	-13.61%	904,834	309,387	635,641	616,187	602,710
Phone Service Costs	14,811	9,130	5,681	62.22%	12,000	(2,811)	16,988	18,528	18,333
Internet Direct Costs	156,940	143,823	13,117	9.12%	190,000	33,060	187,081	153,000	163,500
Cable Operations	512,913	509,019	3,894	0.77%	711,022	198,109	415,281	408,511	410,591
Contingency	-	-	-	NA	3,000	3,000	-	2,313	55
<b>Total Operating Expenses</b>	<b>1,280,111</b>	<b>1,351,217</b>	<b>(71,106)</b>	<b>-5.26%</b>	<b>1,820,856</b>	<b>540,745</b>	<b>1,254,991</b>	<b>1,198,539</b>	<b>1,195,189</b>
Surplus / Deficit	386,703	210,813	175,890	83.43%	259,922		391,489	380,499	273,645
<b>Capital</b>									
Capital Outlay	1,554,352	1,555,000	(648)	-0.04%	2,181,645	627,293	430,975	57,770	128,193
Surplus / Deficit	(1,167,649)	(1,344,187)	176,538	-13.13%	(1,921,723)		(39,486)	322,729	145,452
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer from General Fund	-	-	-	NA	2,098,973	2,098,973	-	-	-
Transfer (To) From General Fund	-	-	-	NA	(10,000)	(10,000)	-	(10,000)	-
Overhead Allocation Transfer	(159,525)	(159,525)	-	0.00%	(167,250)	(7,725)	(153,662)	(117,943)	(106,421)
<b>Total Other Sources and Uses</b>	<b>(159,525)</b>	<b>(159,525)</b>	<b>-</b>	<b>0.00%</b>	<b>1,921,723</b>	<b>2,081,248</b>	<b>(153,662)</b>	<b>(127,943)</b>	<b>(106,421)</b>
Surplus / Deficit	\$ (1,327,174)	\$ (1,503,712)	\$ 176,538	-11.74%	\$ -		\$ (193,148)	\$ 194,786	\$ 39,031
<b>Beginning (Available) Fund Balance</b>	\$ -	\$ -	\$ -						
<b>Ending (Available) Fund Balance</b>	\$ (1,327,174)	\$ (1,503,712)	\$ 176,538						

Cable user revenues are under budget 4% and less than prior year. Although rates have increased, subscribers have decreased. Internet revenues are over budget 22% and over prior year. Other revenues are under budget 24% due primarily to late payment penalties (which were waived for a few months), parts and labor revenues, and equipment rental. Although programming costs have increased, direct costs for cable are under budget and lower than prior year because TV subscribers decreased. Internet costs are over budget due to a reciprocal agreement for traded services which ended in June, and a 2019 invoice expensed in 2020. Phone service revenues are under budget by 16.7%, while phone service expenses are over budget by 62%. Broadband operating expenses are over budget due to facility expenses and salaries and wages, caused by PTO payouts. Capital expenses are for continuing system upgrades.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020				Annual Budget	Budget Balance	2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Telluride Conference Center Fund</b>									
<b>Revenues</b>									
Beverage Revenues	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	NA	-	-	-	-	-
Facility Rental	-	-	-	NA	-	-	-	-	-
Operating/Other Revenues	-	-	-	NA	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	NA	-	-	-	-	-
<b>Operating Expenses</b>									
General Operations	4,600	4,600	-	0.00%	50,000	45,400	-	2,017	5,058
Administration	81,992	82,075	(83)	-0.10%	107,079	25,087	69,573	67,045	67,548
Marketing	75,000	75,000	-	0.00%	100,000	25,000	75,000	50,000	75,000
Contingency	-	-	-	NA	-	-	-	-	-
<b>Total Operating Expenses</b>	161,592	161,675	(83)	-0.05%	257,079	95,487	144,573	119,062	147,606
Surplus / Deficit	(161,592)	(161,675)	83	-0.05%	(257,079)		(144,573)	(119,062)	(147,606)
Capital Outlay/ Major R&R	-	-	-	NA	20,000	20,000	6,471	4,572	5,564
Surplus / Deficit	(161,592)	(161,675)	83	-0.05%	(277,079)		(151,044)	(123,634)	(153,170)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	161,592	161,675	(83)	-0.05%	277,079	115,487	151,044	123,634	153,170
Overhead Allocation Transfer	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	161,592	161,675	(83)	-0.05%	277,079	115,487	151,044	123,634	153,170
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -		\$ -	\$ -	\$ -

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



**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020				2019	2018	2017		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Affordable Housing Development Fund</b>									
<b>Revenues</b>									
Contributions	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	NA	-	-	-	-	-
Rental Income	24,784	25,839	(1,055)	-4.08%	34,630	9,846	25,010	9,930	10,045
Sales Proceeds	-	-	-	NA	-	-	-	-	-
<b>Total Revenues</b>	<b>24,784</b>	<b>25,839</b>	<b>(1,055)</b>	<b>-4.08%</b>	<b>34,630</b>	<b>9,846</b>	<b>25,010</b>	<b>9,930</b>	<b>10,045</b>
<b>Operating Expenses</b>									
Community Garden	74	750	(676)	-90.13%	750	676	487	-	-
Property Purchase Expenses	-	-	-	NA	-	-	-	-	-
Leased Properties	16,000	16,200	(200)	-1.23%	21,600	5,600	15,329	-	-
HA Consultant	-	-	-	NA	-	-	-	-	4,900
RHA Funding	92,625	92,625	-	0.00%	92,625	-	50,000	107,668	87,776
Town Owned Properties	6,885	6,750	135	2.00%	10,804	3,919	14,087	19,363	11,468
Density Bank	16,475	16,475	-	0.00%	16,475	-	14,580	8,856	8,856
<b>Total Operating Expenses</b>	<b>132,059</b>	<b>132,800</b>	<b>(741)</b>	<b>-0.56%</b>	<b>142,254</b>	<b>10,195</b>	<b>94,483</b>	<b>135,887</b>	<b>113,000</b>
Surplus / Deficit	(107,275)	(106,961)	314	-0.29%	(107,624)	(349)	(69,473)	(125,957)	(102,955)
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	-	-	-	NA	(60,000)	(60,000)	(30,000)	-	-
Gain or Loss on Sale of Assets	-	-	-	NA	-	-	(5,486)	-	-
Transfer (To) From General Fund - Sales Tax	404,085	454,548	(50,463)	-11.10%	567,814	163,729	448,464	393,469	367,776
Transfer (To) From VCA (1)	-	-	-	NA	(2,124,016)	(2,124,016)	-	-	-
Transfer (To) From General Fund Housing Office	-	-	-	NA	(21,439)	(21,439)	-	-	-
<b>Total Other Sources and Uses</b>	<b>404,085</b>	<b>454,548</b>	<b>(50,463)</b>	<b>-11.10%</b>	<b>(1,637,641)</b>	<b>(2,041,726)</b>	<b>412,978</b>	<b>393,469</b>	<b>367,776</b>
Surplus / Deficit	\$ 296,810	\$ 347,587	\$ 50,777	14.61%	\$ (1,745,265)	\$ (2,042,075)	\$ 343,505	\$ 267,512	\$ 264,821
<b>Beginning Fund Equity Balance</b>	<b>\$ 2,184,135</b>	<b>\$ 2,091,257</b>	<b>\$ 92,878</b>						
<b>Ending Equity Fund Balance</b>	<b>\$ 2,480,945</b>	<b>\$ 2,438,844</b>	<b>\$ 42,101</b>						

1. For the VCA phase 4 expansion.

Expenses consist of HOA dues, which were increased by 13% from prior year, lease payments for a rental unit, RHA funding, and maintenance and utilities on town owned properties.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
<b>Village Court Apartments</b>									
<b>Operating Revenues</b>									
Rental Income	\$ 1,536,475	\$ 1,697,055	\$ (160,580)	-9%	\$ 2,262,741	\$ 726,266	\$ 1,710,146	\$ 1,697,924	\$ 1,677,459
Other Operating Income	104,648	70,238	34,410	49%	93,850	(10,798)	95,040	92,685	73,306
Less: Allowance for Bad Debt	-	-	-	NA	-	-	-	-	-
<b>Total Operating Revenue</b>	<b>1,641,123</b>	<b>1,767,293</b>	<b>(126,170)</b>	<b>-7%</b>	<b>2,356,591</b>	<b>715,468</b>	<b>1,805,186</b>	<b>1,790,609</b>	<b>1,750,765</b>
<b>Operating Expenses</b>									
Office Operations	126,174	164,965	38,791	24%	222,205	96,031	146,647	136,763	122,650
General and Administrative	142,114	117,060	(25,054)	-21%	138,181	(3,933)	103,964	102,052	122,314
Utilities	281,331	165,922	(115,409)	-70%	223,229	(58,102)	300,061	277,441	277,256
Repair and Maintenance	405,970	464,283	58,313	13%	643,043	237,073	298,470	275,170	296,993
Major Repairs and Replacement	141,881	221,800	79,919	36%	278,300	136,419	203,369	266,406	113,120
Contingency	-	-	-	NA	15,050	15,050	-	-	-
<b>Total Operating Expenses</b>	<b>1,097,470</b>	<b>1,134,030</b>	<b>36,560</b>	<b>3%</b>	<b>1,520,008</b>	<b>422,538</b>	<b>1,052,511</b>	<b>1,057,832</b>	<b>932,333</b>
<b>Surplus / (Deficit) After Operations</b>	<b>543,653</b>	<b>633,263</b>	<b>(89,610)</b>	<b>-14%</b>	<b>836,583</b>		<b>752,675</b>	<b>732,777</b>	<b>818,432</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(1,371)	(2,625)	(1,254)	48%	(3,500)	(2,129)	(6,313)	(3,564)	(702)
Debt Service, Interest	277,880	286,675	8,795	3%	788,277	510,397	286,675	296,174	305,079
Debt Service, Fees	-	-	-	NA	100,000	100,000	-	-	-
Debt Service, Principal	-	-	-	NA	378,858	378,858	-	-	-
<b>Total Non-Operating (Income) / Expense</b>	<b>276,509</b>	<b>284,050</b>	<b>7,541</b>	<b>3%</b>	<b>1,263,635</b>	<b>987,126</b>	<b>280,362</b>	<b>292,611</b>	<b>304,377</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>267,144</b>	<b>349,213</b>	<b>(82,069)</b>	<b>-24%</b>	<b>(427,052)</b>		<b>472,313</b>	<b>440,166</b>	<b>514,055</b>
Capital Spending	9,722	10,000	278	3%	14,684,000	14,674,278	382,144	180,040	3,671
<b>Surplus / (Deficit)</b>	<b>257,422</b>	<b>339,213</b>	<b>(81,791)</b>	<b>-24%</b>	<b>(15,111,052)</b>		<b>90,169</b>	<b>260,126</b>	<b>510,384</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(133,168)	(103,575)	(29,593)	29%	(147,964)	(14,796)	(146,663)	(81,961)	(84,122)
New Loan Proceeds	-	-	-	NA	13,135,000	13,135,000	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	2,068
Grant Revenues	175,837	-	175,837	NA	-	(175,837)	-	-	-
Transfer From AHDF	-	-	-	NA	2,124,016	2,124,016	-	-	-
<b>Total Other Sources / (Uses)</b>	<b>42,669</b>	<b>(103,575)</b>	<b>146,244</b>	<b>-141%</b>	<b>15,111,052</b>	<b>1,948,179</b>	<b>(146,663)</b>	<b>(81,961)</b>	<b>(82,054)</b>
<b>Surplus / (Deficit)</b>	<b>300,091</b>	<b>235,638</b>	<b>64,453</b>	<b>27%</b>	<b>-</b>		<b>(56,494)</b>	<b>178,165</b>	<b>428,329</b>

Rent revenues are under budget and prior year by 9% and 10% because of the April rent waiver. Grant funds of \$175,837 were received to offset the April rent waiver. Other revenues are over budget 36% due mostly to a dividend check from SMPA and energy mitigation revenues to help pay for the programmable thermostats. Office operations are under budget 24% which is mainly due to employee expenses caused by a vacancy. General and administrative is over budget 21% due to property insurance and legal fees. Utilities are 70% over budget in electricity and cable and over last year in water/sewer. Budget overages are due to unmatched timing of expenses to reimbursements for electric submetering and paid cable accounts, which are dropping off with lease changes. Maintenance is under budget 13% due to employee costs due primarily to the unfilled Maintenance Manager position and subcontracted maintenance work. MR&R expenses include carpet, vinyl, and cabinet replacement, appliances, hot water heaters, sidewalk repair, signage, parking lot improvements, and the bobcat lease.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
September 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Debt Service Fund</b>									
<b>Revenues</b>									
Abatements	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ (53,221)	\$ (68,358)
Contributions	39,800	39,800	-	0.00%	199,600	159,800	41,600	43,325	44,753
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	530,551	518,426	12,125	2.34%	548,019	17,468	545,542	547,790	3,432,783
Reserve/Capital/Liquidity Interest	1,771	487	1,284	263.70%	2,000	229	4,064	3,607	3,272
Specific Ownership Taxes	18,499	16,000	2,499	15.62%	32,000	13,501	20,912	21,407	111,765
<b>Total Revenues</b>	<b>590,621</b>	<b>574,713</b>	<b>15,908</b>	<b>2.77%</b>	<b>781,619</b>	<b>190,998</b>	<b>612,118</b>	<b>562,908</b>	<b>3,524,215</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	39,800	39,800	-	0.00%	79,600	39,800	41,600	43,325	44,753
2001/2011 Bond Issue - Principal	-	-	-	NA	120,000	120,000	-	-	-
<b>2005 Bonds - Telluride Conference Center - (refunding portion)</b>									
2005 Bond Issue - Interest	-	-	-	NA	-	-	-	-	17,000
2005 Bond Issue - Principal	-	-	-	NA	-	-	-	-	-
<b>2006/2014 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	122,513	122,513	-	0.00%	245,025	122,513	125,363	128,113	134,118
2014 Bond Issue - Principal	-	-	-	NA	285,000	285,000	-	-	250,000
<b>2007 Bonds - Water/Sewer (refunding 1997)</b>									
2007 Bond Issue - Interest	-	-	-	NA	-	-	-	-	44,756
2007 Bond Issue - Principal	-	-	-	NA	-	-	-	-	-
<b>2009 Bonds - Telluride Conference Center (refunding 1998 bonds)</b>									
2009 Bond Issue - Interest	-	-	-	NA	-	-	-	-	6,200
2009 Bond Issue - Principal	-	-	-	NA	-	-	-	-	-
<b>Total Debt Service</b>	<b>162,313</b>	<b>162,313</b>	<b>-</b>	<b>0.00%</b>	<b>729,625</b>	<b>567,313</b>	<b>166,963</b>	<b>171,438</b>	<b>496,827</b>
Surplus / (Deficit)	428,309	412,401	15,908	3.86%	51,994		445,156	391,471	3,027,388
<b>Operating Expenses</b>									
Administrative Fees	289	3,158	(2,869)	-90.86%	3,158	2,869	348	2,250	250
County Treasurer Collection Fees	15,954	15,858	96	0.60%	16,763	809	16,398	14,879	101,161
<b>Total Operating Expenses</b>	<b>16,242</b>	<b>19,016</b>	<b>(2,774)</b>	<b>-14.59%</b>	<b>19,921</b>	<b>3,679</b>	<b>16,746</b>	<b>17,129</b>	<b>101,411</b>
Surplus / (Deficit)	412,066	393,385	18,682	4.75%	32,073		428,409	374,342	2,925,977
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(18,499)	(16,000)	(2,499)	15.62%	(32,000)	(13,501)	(20,912)	(21,407)	(111,765)
Transfer (To) From Other Funds	-	-	-	NA	-	-	-	-	(207,439)
Bond Premiums	-	-	-	NA	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(18,499)</b>	<b>(16,000)</b>	<b>(2,499)</b>	<b>15.62%</b>	<b>(32,000)</b>	<b>(13,501)</b>	<b>(20,912)</b>	<b>(21,407)</b>	<b>(319,204)</b>
Surplus / (Deficit)	\$ 393,568	\$ 377,385	\$ 16,183	4.29%	\$ 73		\$ 407,497	\$ 352,934	\$ 2,606,773
<b>Beginning Fund Balance</b>	<b>\$ 405,573</b>	<b>\$ 405,770</b>	<b>\$ (197)</b>						
<b>Ending Fund Balance</b>	<b>\$ 799,141</b>	<b>\$ 783,155</b>	<b>\$ 15,986</b>						

2020 Financial Planning Management Summary\* - Qtr 3

\* 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	
<b>Inflows</b>																	
Revenues	\$ 9,881,884	\$ -	\$ -	\$ -	\$ 383,547	\$ 2,499,266	\$ 1,666,814	\$ -	\$ 1,816,960	\$ 24,834	\$ 333,457	\$ 16,606,762		2,219,105	101,466	\$ 2,880,608	\$ 21,807,941
<b>Debt Service Income</b>																	
Property Tax (Income)	-	-	18,499	-	530,551	-	-	-	-	-	-	549,050		-	-	-	549,050
Other Income	-	-	-	-	1,771	-	-	-	1,371	-	-	3,142		-	-	39,800	42,942
<b>Total Debt Service Income</b>	-	-	18,499	-	532,322	-	-	-	1,371	-	-	552,192		-	-	39,800	591,992
<b>Inflow Subtotal (Revenues)</b>	<b>9,881,884</b>	<b>-</b>	<b>18,499</b>	<b>-</b>	<b>915,869</b>	<b>2,499,266</b>	<b>1,666,814</b>	<b>-</b>	<b>1,818,331</b>	<b>24,834</b>	<b>333,457</b>	<b>17,158,954</b>		<b>2,219,105</b>	<b>101,466</b>	<b>2,920,408</b>	<b>22,399,933</b>
<b>Other Sources and Uses (Inflows)</b>																	
Interfund Transfers In	578,996	62,402	-	49,540	-	-	-	161,592	-	404,085	37,630	1,294,245		-	-	-	1,294,245
Tax Fees	-	-	-	-	-	33,680	-	-	-	-	-	33,680		-	-	-	33,680
Sale of Assets	2,500	-	-	-	-	-	-	-	-	-	-	2,500		-	-	-	2,500
<b>Other Sources and Uses (Inflows) Total</b>	<b>581,496</b>	<b>62,402</b>	<b>-</b>	<b>49,540</b>	<b>-</b>	<b>33,680</b>	<b>-</b>	<b>161,592</b>	<b>-</b>	<b>404,085</b>	<b>37,630</b>	<b>1,330,425</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>1,330,425</b>
<b>Total Inflows</b>	<b>10,463,380</b>	<b>62,402</b>	<b>18,499</b>	<b>49,540</b>	<b>915,869</b>	<b>2,532,946</b>	<b>1,666,814</b>	<b>161,592</b>	<b>1,818,331</b>	<b>428,919</b>	<b>371,087</b>	<b>18,489,379</b>		<b>2,219,105</b>	<b>101,466</b>	<b>2,920,408</b>	<b>23,730,358</b>
<b>Outflows</b>																	
<b>Operating Expense</b>																	
Cable, Phone, and Internet Service Delivery Costs	-	-	-	-	-	-	773,800	-	-	-	-	773,800	7.50%	-	-	-	773,800
Consulting, Contract Labor, Professional Services	111,030	-	-	-	-	3,297	1,456	4,600	48,849	-	1,060	170,292	1.65%	-	-	40,441	210,733
Dues, Fees, and Licenses	162,910	-	-	-	19,877	25,551	17,054	81,992	41,786	22,720	426	372,316	3.61%	2,500	2,034	14,557	391,407
Environmental/Community Projects	132,425	-	-	-	-	2,325	-	-	-	-	-	134,750	1.31%	-	-	-	134,750
Equipment and Vehicle Maintenance	89,462	-	-	-	-	13,130	32,161	-	405	-	-	135,158	1.31%	-	-	27,209	162,367
Fuel (Vehicles)	54,463	-	-	-	207	6,474	2,423	-	1,159	-	-	64,726	0.63%	-	-	6,084	70,810
Funding Support to Other Agencies/Programs	145,745	-	-	-	-	-	-	-	-	92,625	16,597	254,967	2.47%	1,083,827	99,432	-	1,438,226
Government Buildings and Facility Expense	136,498	-	-	-	51,301	2,414	11,203	-	140,491	16,000	29,560	387,467	3.76%	-	-	41,408	428,875
Information Technology	223,473	-	-	-	2,753	1,477	50,257	-	7,835	-	-	285,795	2.77%	-	-	31,521	317,316
Legal Services	186,730	-	-	-	-	5,955	1,040	-	30,074	-	-	223,799	2.17%	-	-	5,426	229,225
Marketing, Public Communications, and Regional Promotion	46,667	-	-	-	-	-	-	75,000	521	-	-	121,988	1.18%	1,076,161	-	66,313	1,264,462
Other Expenses	374,972	-	-	-	6,322	-	-	-	8,066	74	2,178	390,732	3.79%	-	-	-	390,732
* Salaries and Wages	2,608,680	-	-	-	58,419	268,643	246,174	-	230,506	-	207,971	3,620,393	35.11%	-	-	1,499,612	5,120,005
* Other Personnel Expense	1,178,324	-	-	-	29,101	119,392	101,754	-	93,694	-	94,406	1,616,671	15.68%	-	-	560,386	2,177,057
Property Insurance	119,045	-	-	-	-	15,402	5,400	-	68,604	-	-	208,451	2.02%	-	-	36,644	245,095
Road, Bridge, and Parking Lot Paving, Striping, and Repair	144,572	-	-	-	8,452	-	-	-	58,482	-	-	211,506	2.05%	-	-	-	211,506
Supplies, Parts and Materials	87,370	-	-	-	4,678	36,610	17,410	-	55,207	-	7,263	208,538	2.02%	-	-	200,761	409,299
Travel, Education, and Conferences	17,967	-	-	-	-	100	118	-	2,165	-	(854)	19,496	0.19%	-	-	2,566	22,062
Utilities-W/S, Electric, Natural Gas, Internet, Communications	294,630	-	-	-	14,996	176,649	19,863	-	258,533	641	7,546	772,858	7.49%	-	-	207,374	980,232
Water/Sewer Service Delivery	-	-	-	-	-	339,140	-	-	-	-	-	339,140	3.29%	-	-	-	339,140
<b>Total Expense</b>	<b>6,114,063</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>196,106</b>	<b>1,016,559</b>	<b>1,280,113</b>	<b>161,592</b>	<b>1,046,197</b>	<b>132,060</b>	<b>366,153</b>	<b>10,312,843</b>	<b>100.00%</b>	<b>2,162,488</b>	<b>101,466</b>	<b>2,740,302</b>	<b>15,317,099</b>
<b>Capital and Major Repairs</b>	<b>836</b>	<b>48,036</b>	<b>-</b>	<b>61,144</b>	<b>5,415</b>	<b>288,148</b>	<b>1,554,352</b>	<b>-</b>	<b>60,995</b>	<b>-</b>	<b>4,934</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>116,437</b>	<b>116,437</b>
<b>Debt Service Expense</b>																	
Principal/Interest	-	-	-	-	122,513	-	-	-	277,880	-	-	400,393		-	-	39,800	440,193
County Treasurer and Trustee Fees	-	-	-	-	16,242	-	-	-	-	-	-	16,242		-	-	-	16,242
<b>Total Debt Service Costs</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>138,755</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>277,880</b>	<b>-</b>	<b>-</b>	<b>416,635</b>		<b>-</b>	<b>-</b>	<b>39,800</b>	<b>456,435</b>
<b>Outflows (Expenses) Subtotal</b>	<b>6,114,899</b>	<b>48,036</b>	<b>-</b>	<b>61,144</b>	<b>340,276</b>	<b>1,304,707</b>	<b>2,834,465</b>	<b>161,592</b>	<b>1,385,072</b>	<b>132,060</b>	<b>371,087</b>	<b>10,729,478</b>		<b>2,162,488</b>	<b>101,466</b>	<b>2,896,539</b>	<b>15,889,971</b>
<b>Other Sources and Uses (Outflows)</b>																	
Interfund Transfers Out	715,249	-	18,499	-	30,258	157,060	159,525	-	133,168	-	-	1,213,759		56,617	-	23,869	1,294,245
Other	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-
<b>Other Sources and Uses Total (Outflows)</b>	<b>715,249</b>	<b>-</b>	<b>18,499</b>	<b>-</b>	<b>30,258</b>	<b>157,060</b>	<b>159,525</b>	<b>-</b>	<b>133,168</b>	<b>-</b>	<b>-</b>	<b>1,213,759</b>		<b>56,617</b>	<b>-</b>	<b>23,869</b>	<b>1,294,245</b>
<b>Total Outflows</b>	<b>6,830,148</b>	<b>48,036</b>	<b>18,499</b>	<b>61,144</b>	<b>370,534</b>	<b>1,461,767</b>	<b>2,993,990</b>	<b>161,592</b>	<b>1,518,240</b>	<b>132,060</b>	<b>371,087</b>	<b>11,943,237</b>		<b>2,219,105</b>	<b>101,466</b>	<b>2,920,408</b>	<b>17,184,216</b>
<b>Net Budget Surplus (Deficit)</b>	<b>3,633,232</b>	<b>14,366</b>	<b>-</b>	<b>(11,604)</b>	<b>545,335</b>	<b>1,071,179</b>	<b>(1,327,176)</b>	<b>-</b>	<b>300,091</b>	<b>296,859</b>	<b>-</b>	<b>6,546,142</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>6,546,142</b>
<b>Outstanding Debt (end of previous year)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,550,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,475,396</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,025,396</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,020,000</b>	<b>\$ 20,045,396</b>
<b>* Total Personnel Expense - S&amp;W and Benefits</b>	<b>3,787,004</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>87,520</b>	<b>388,035</b>	<b>347,928</b>	<b>-</b>	<b>324,200</b>	<b>-</b>	<b>302,377</b>	<b>5,237,064</b>	<b>50.78%</b>	<b>-</b>	<b>-</b>	<b>2,059,998</b>	<b>7,297,063</b>

Shortfall Analytics as of September 30, 2020

	Adopted Budget			+/-		+/-			Difference
	Dec-19	Reforecasted Mar-20	Reflects actuals Sep-20	Reforecasted March to Adopted	Reforecasted March to Adopted	Reflects actuals to Adopted	Reflects actuals to Adopted		
January	\$ 2,012,500	\$ 2,255,483	\$ 2,262,067	\$ 242,983	12.07%	\$ 249,567	12.40%	0.33%	
February	\$ 3,185,752	\$ 2,882,173	\$ 2,947,867	\$ (303,579)	-9.53%	\$ (237,885)	-7.47%	2.06%	
March	\$ 2,463,242	\$ 2,123,739	\$ 1,943,019	\$ (339,503)	-13.78%	\$ (520,223)	-21.12%	-7.34%	
April	\$ 2,658,043	\$ 2,286,987	\$ 2,223,560	\$ (371,056)	-13.96%	\$ (434,483)	-16.35%	-2.39%	
May	\$ 1,424,028	\$ 1,153,810	\$ 1,258,522	\$ (270,218)	-18.98%	\$ (165,506)	-11.62%	7.35%	
June	\$ 2,020,940	\$ 1,440,310	\$ 1,825,329	\$ (580,630)	-28.73%	\$ (195,611)	-9.68%	19.05%	
July	\$ 1,809,041	\$ 1,219,913	\$ 2,541,159	\$ (589,128)	-32.57%	\$ 732,118	40.47%	73.04%	
August	\$ 1,526,649	\$ 1,006,843	\$ 1,803,889	\$ (519,806)	-34.05%	\$ 277,240	18.16%	52.21%	
September	\$ 1,530,420	\$ 1,007,419	\$ 1,840,844	\$ (523,001)	-34.17%	\$ 310,424	20.28%	54.46%	
October (2)	\$ 1,272,282	\$ 885,622			-30.39%			30.39%	
November (2)	\$ 1,352,844	\$ 1,036,065			-23.42%			23.42%	
December (2)	\$ 1,924,409	\$ 1,139,399			-40.79%			40.79%	
<b>Total</b>	<b>\$ 23,180,150</b>	<b>\$ 18,437,763</b>	<b>\$ 18,646,256</b>	<b>\$ (3,253,938)</b>	<b>-20.46%</b>	<b>\$ 15,641</b>	<b>-19.56%</b>	<b>0.90%</b>	

September actuals to budget and reforecasted (3)

Sales Tax	\$ 388,605	\$ 116,582	\$ 397,120	\$ (272,023)	-70.00%	\$ 8,515	2.19%
Property Taxes (1)	\$ 37,418	\$ 37,418	\$ 4,255	\$ -	0.00%	\$ (33,163)	-88.63%
Parking (4)	\$ 28,969	\$ 9,705	\$ 123,788	\$ (19,264)	-66.50%	\$ 94,819	327.31%
VCA Rents	\$ 188,562	\$ 56,569	\$ 191,566	\$ (131,993)	-70.00%	\$ 3,004	1.59%
Water and Sewer Services	\$ 244,888	\$ 244,888	\$ 320,519	\$ -	0.00%	\$ 75,631	30.88%
Broadband Services	\$ 178,947	\$ 161,052	\$ 188,852	\$ (17,895)	-10.00%	\$ 9,905	5.54%

\* Emergency Levels:

Minus 0% - 12%	Normal
Minus 13% - 18%	Significant
Minus 19% - 25%	Major
Minus 26%+	Critical

Footnotes:

1. Property tax abatements were refunded in September and are reflected in the shortfall from budget.
2. Monthly forecast from March now reflects the impact of the pandemic through December.
3. These actual results are a limited selection of key indicator revenues in September compared to the budget and reforecasted totals.
4. September parking revenue includes a \$78,000 parking buyout for a Ridgeline development project.

**TOWN OF MOUNTAIN VILLAGE, COLORADO  
ORDINANCE NO. 2020 - \_\_**

**AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2020, TO HELP DEFRAID THE COSTS OF GOVERNMENT FOR THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE 2021 BUDGET YEAR.**

**RECITALS**

- A. The Town Council for the Town of Mountain Village (“The Town”), has adopted the annual budget in accordance with the Local Government Budget Law.
- B. The citizens of the Town have previously approved a general operating mill levy of 13.110 mills to generate property tax revenues to defray the general operating expenses of the Town and authorized the Town without increasing its mill levy to collect and expend whatever amounts are raised annually from its authorized mill levy; and in 2004, the citizens of the Town approved a mill levy of .333 mills dedicated to fund the Telluride Historical Museum.
- C. Pursuant to Colorado State Statute 29-1-301, the Town may adjust the amount of its tax levy authorized by an additional amount to cover abatements and refunds.
- D. The amount of funds necessary to budget for general operating purposes from general property tax revenues is \$4,064,518 and 13.110 mills will generate this amount of funds.
- E. The amount of funds necessary to meet the Telluride Historical Museum annual funding obligation is \$103,241 and .333 mills will generate this amount of funds.
- F. The amount of funds necessary to cover amounts abated and refunded in the current fiscal year is \$1,556 and .0050 mills will generate this amount of funds.
- G. The 2020 valuation for assessment for the Town of Mountain Village as certified by the County Assessor is \$310,031,920.

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

**Section 1.** That for the purpose of meeting all general operating expenses of the Town of Mountain Village during the 2021 budget year, there is hereby levied a tax of 13.110 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Mountain Village for the year 2020.

**Section 2.** That for the purpose of meeting all Telluride Historical Museum funding obligations of the Town of Mountain Village during the 2021 budget year, there is hereby levied a tax of .333 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Mountain Village for the year 2020.

**Section 3.** That for the purpose of meeting abatement and refunds realized in the current fiscal year, there is hereby levied a tax of .0050 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Mountain Village for the year 2020.

**Section 4.** The Town Treasurer of the Town of Mountain Village is hereby authorized and directed to immediately certify to the County Commissioners of San Miguel County, Colorado, the mill levy for the Town of Mountain Village as herein above determined and set.

INTRODUCED ON FIRST READING BEFORE THE TOWN COUNCIL ON NOVEMBER 19, 2020.

ADOPTED BY THE TOWN COUNCIL ON SECOND READING AFTER PUBLIC HEARING, this 10th day of December, 2020.

This Ordinance shall be effective the 10th day of January, 2021.

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 10th day of December, 2020.**

Approved As To Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney

I, Susan Johnston, 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 \_\_November 19th\_\_\_\_\_, 2020, by the affirmative vote of a quorum of the Town Council as follows:

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

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

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_, 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:

<b>Council Member Name</b>	<b>“Yes”</b>	<b>“No”</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Peter Duprey				
Natalie Binder				
Patrick Berry				
Jack Gilbride				
Marti Prohaska				

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

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

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

(SEAL)



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

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2021, AND ENDING ON THE LAST DAY OF DECEMBER, 2021, AND TO REVISE THE 2020 BUDGET APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF MOUNTAIN VILLAGE, COLORADO.**

**RECITALS:**

- A. In accordance with Section 8.1 b.) 2.) Of the Town Charter, the Mayor submitted the Town budget on September 17, 2020, for its consideration by Town Council.
- B. Upon due and proper notice, published or posted in accordance with the Town Charter, said proposed budget is open for inspection by the public in the office of the Town Clerk of the Town of Mountain Village. A public hearing will be held on December 10, 2020, and interested taxpayers are given the opportunity to file or register any objections to said proposed budget.
- C. Whatever increases may have been made in the 2020 budget expenditures, like increases were added to the revenues from existing fund balances so that the budget remains in balance, as required by law.
- D. The Town of Mountain Village, during the 2020 budget year, incurred certain extraordinary expenses not reasonably foreseeable at the time of the adoption of the 2020 budget.
- E. The Town of Mountain Village, desires to supplement the 2020 budget and appropriate sufficient funds to meet the resulting deficit.

**NOW, THEREFORE, BE IT ORDAINED BY THE** Town Council of the Town of Mountain Village, Colorado;

Section 1. That the budget as submitted, amended, summarized by fund below, hereby is approved and adopted as the budget of the Town of Mountain Village for the year 2021.

<u>General Fund</u>		<u>Gondola Fund</u>		<u>Affordable Housing Dev't Fund</u>	
<b>Revenues</b>	<b>9,933,091</b>	<b>Revenues</b>	<b>5,102,410</b>	<b>Revenues</b>	<b>34,630</b>
Current Operating Expenses	9,939,889	Current Operating Expenses	4,287,910	Current Operating Expenses	150,483
Capital Outlay	191,535	Capital Outlay	759,500	Capital Outlay	-
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>10,131,424</b>	<b>Total Fund Expenditures</b>	<b>5,047,410</b>	<b>Total Fund Expenditures</b>	<b>150,483</b>
<b>Other Sources (Uses)</b>	<b>(1,787,427)</b>	<b>Other Sources (Uses)</b>	<b>(55,000)</b>	<b>Other Sources (Uses)</b>	<b>265,323</b>
<b>Surplus / (Deficit)</b>	<b>(1,985,759)</b>	<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>149,470</b>
<u>Capital Projects Fund</u>		<u>Vehicle &amp; Equipment Acquisition Fund</u>		<u>Mortgage Assistance Pool Fund</u>	
<b>Revenues</b>	<b>400,000</b>	<b>Revenues</b>	<b>-</b>	<b>Revenues</b>	<b>-</b>
Current Operating Expenses	-	Current Operating Expenses	-	Current Operating Expenses	60,000
Capital Outlay	1,446,546	Capital Outlay	223,716	Capital Outlay	-
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>1,446,546</b>	<b>Total Fund Expenditures</b>	<b>223,716</b>	<b>Total Fund Expenditures</b>	<b>60,000</b>
<b>Other Sources (Uses)</b>	<b>1,046,546</b>	<b>Other Sources (Uses)</b>	<b>290,831</b>	<b>Other Sources (Uses)</b>	<b>60,000</b>
<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>67,115</b>	<b>Surplus / (Deficit)</b>	<b>-</b>
<u>Historical Museum Fund</u>		<u>Child Development Fund</u>		<u>Water &amp; Sewer Fund</u>	
<b>Revenues</b>	<b>103,241</b>	<b>Revenues</b>	<b>569,762</b>	<b>Revenues</b>	<b>3,516,564</b>
Current Operating Expenses	103,241	Current Operating Expenses	696,532	Current Operating Expenses	2,020,511
Capital Outlay	-	Capital Outlay	-	Capital Outlay	2,080,500
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>103,241</b>	<b>Total Fund Expenditures</b>	<b>696,532</b>	<b>Total Fund Expenditures</b>	<b>4,101,011</b>
<b>Other Sources (Uses)</b>	<b>-</b>	<b>Other Sources (Uses)</b>	<b>126,770</b>	<b>Other Sources (Uses)</b>	<b>(80,865)</b>
<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>(665,312)</b>
<u>Tourism Fund</u>		<u>Broadband Fund</u>		<u>TCC Fund</u>	
<b>Revenues</b>	<b>1,856,919</b>	<b>Revenues</b>	<b>2,115,212</b>	<b>Revenues</b>	<b>-</b>
Current Operating Expenses	1,805,557	Current Operating Expenses	1,846,187	Current Operating Expenses	151,538
Capital Outlay	-	Capital Outlay	545,000	Capital Outlay	-
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>1,805,557</b>	<b>Total Fund Expenditures</b>	<b>2,391,187</b>	<b>Total Fund Expenditures</b>	<b>151,538</b>
<b>Other Sources (Uses)</b>	<b>(51,363)</b>	<b>Other Sources (Uses)</b>	<b>275,974</b>	<b>Other Sources (Uses)</b>	<b>151,538</b>
<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>-</b>
<u>TMV Housing Authority Fund (VCA)</u>		<u>Parking Services Fund</u>			
<b>Revenues</b>	<b>2,353,950</b>	<b>Revenues</b>	<b>408,000</b>		
Current Operating Expenses	1,504,949	Current Operating Expenses	346,021		
Capital Outlay	-	Capital Outlay	29,800		
Debt Service	784,777	Debt Service	-		
<b>Total Fund Expenditures</b>	<b>2,289,726</b>	<b>Total Fund Expenditures</b>	<b>375,821</b>		
<b>Other Sources (Uses)</b>	<b>(71,156)</b>	<b>Other Sources (Uses)</b>	<b>(32,173)</b>		
<b>Surplus / (Deficit)</b>	<b>(6,932)</b>	<b>Surplus / (Deficit)</b>	<b>6</b>		

Section 2. That the budget as submitted, amended, summarized by fund below, hereby is approved and adopted as the budget of the Town of Mountain Village for the year 2020.

<b>General Fund</b>		<b>Gondola Fund</b>		<b>Affordable Housing Dev't Fund</b>	
<b>Revenues</b>	<b>10,827,494</b>	<b>Revenues</b>	<b>4,393,395</b>	<b>Revenues</b>	<b>34,630</b>
Current Operating Expenses	9,636,690	Current Operating Expenses	4,168,895	Current Operating Expenses	142,254
Capital Outlay	48,000	Capital Outlay	169,500	Capital Outlay	-
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>9,684,690</b>	<b>Total Fund Expenditures</b>	<b>4,338,395</b>	<b>Total Fund Expenditures</b>	<b>142,254</b>
<b>Other Sources (Uses)</b>	<b>(2,852,221)</b>	<b>Other Sources (Uses)</b>	<b>(55,000)</b>	<b>Other Sources (Uses)</b>	<b>356,123</b>
<b>Surplus / (Deficit)</b>	<b>(1,709,417)</b>	<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>248,499</b>
<b>Capital Projects Fund</b>		<b>Vehicle &amp; Equipment Acquisition Fund</b>		<b>Mortgage Assistance Pool Fund</b>	
<b>Revenues</b>	<b>-</b>	<b>Revenues</b>	<b>-</b>	<b>Revenues</b>	<b>-</b>
Current Operating Expenses	-	Current Operating Expenses	-	Current Operating Expenses	60,000
Capital Outlay	101,250	Capital Outlay	132,516	Capital Outlay	-
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>101,250</b>	<b>Total Fund Expenditures</b>	<b>132,516</b>	<b>Total Fund Expenditures</b>	<b>60,000</b>
<b>Other Sources (Uses)</b>	<b>577,646</b>	<b>Other Sources (Uses)</b>	<b>172,271</b>	<b>Other Sources (Uses)</b>	<b>60,000</b>
<b>Surplus / (Deficit)</b>	<b>476,396</b>	<b>Surplus / (Deficit)</b>	<b>39,755</b>	<b>Surplus / (Deficit)</b>	<b>-</b>
<b>Historical Museum Fund</b>		<b>Child Development Fund</b>		<b>Water &amp; Sewer Fund</b>	
<b>Revenues</b>	<b>104,789</b>	<b>Revenues</b>	<b>410,621</b>	<b>Revenues</b>	<b>3,241,381</b>
Current Operating Expenses	104,789	Current Operating Expenses	583,698	Current Operating Expenses	1,694,588
Capital Outlay	-	Capital Outlay	-	Capital Outlay	875,937
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>104,789</b>	<b>Total Fund Expenditures</b>	<b>583,698</b>	<b>Total Fund Expenditures</b>	<b>2,570,525</b>
<b>Other Sources (Uses)</b>	<b>-</b>	<b>Other Sources (Uses)</b>	<b>173,077</b>	<b>Other Sources (Uses)</b>	<b>(63,901)</b>
<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>606,954</b>
<b>Tourism Fund</b>		<b>Broadband Fund</b>		<b>TCC Fund</b>	
<b>Revenues</b>	<b>2,613,385</b>	<b>Revenues</b>	<b>2,071,778</b>	<b>Revenues</b>	<b>-</b>
Current Operating Expenses	2,548,638	Current Operating Expenses	1,869,648	Current Operating Expenses	283,162
Capital Outlay	-	Capital Outlay	1,732,645	Capital Outlay	-
Debt Service	-	Debt Service	-	Debt Service	-
<b>Total Fund Expenditures</b>	<b>2,548,638</b>	<b>Total Fund Expenditures</b>	<b>3,602,293</b>	<b>Total Fund Expenditures</b>	<b>283,162</b>
<b>Other Sources (Uses)</b>	<b>(64,747)</b>	<b>Other Sources (Uses)</b>	<b>1,530,515</b>	<b>Other Sources (Uses)</b>	<b>283,162</b>
<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>-</b>	<b>Surplus / (Deficit)</b>	<b>-</b>
<b>TMV Housing Authority Fund (VCA)</b>		<b>Parking Services Fund</b>			
<b>Revenues</b>	<b>2,260,300</b>	<b>Revenues</b>	<b>413,058</b>		
Current Operating Expenses	1,478,158	Current Operating Expenses	320,108		
Capital Outlay	68,205	Capital Outlay	4,800		
Debt Service	784,777	Debt Service	-		
<b>Total Fund Expenditures</b>	<b>2,331,139</b>	<b>Total Fund Expenditures</b>	<b>324,908</b>		
<b>Other Sources (Uses)</b>	<b>26,763</b>	<b>Other Sources (Uses)</b>	<b>(32,283)</b>		
<b>Surplus / (Deficit)</b>	<b>(44,076)</b>	<b>Surplus / (Deficit)</b>	<b>55,867</b>		

Section 3. That the budgets hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the Town of Mountain Village.

INTRODUCED ON FIRST READING BEFORE THE TOWN COUNCIL ON NOVEMBER 19, 2020.

ADOPTED BY THE TOWN COUNCIL ON SECOND READING AFTER PUBLIC HEARING, this 10th day of December, 2020.

This Ordinance shall be effective the 10th day of January 2021.

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 10<sup>th</sup> day of December, 2020**

Approved As To Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney

I, Susan Johnston, 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 November 19th, 2020, by the affirmative vote of a quorum of the Town Council as follows:

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

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

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 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:

<b>Council Member Name</b>	<b>“Yes”</b>	<b>“No”</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Peter Duprey				
Natalie Binder				
Patrick Berry				
Jack Gilbride				
Marti Prohaska				

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

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

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

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

**General Fund Summary**

	Actuals 2018	Actuals 2019	2020 Original	2020 Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
<b>Revenues</b>											
Taxes	9,050,695	9,885,648	10,093,727	9,100,768	(992,959)	8,653,973	(446,795)	8,883,208	9,121,604	9,367,878	9,622,311
Licenses & Permits	353,865	422,603	339,828	420,065	80,237	339,828	(80,237)	339,828	339,828	339,828	339,828
Intergovernmental Proceeds	475,260	629,801	565,671	534,135	(31,536)	413,533	(120,602)	415,113	415,113	415,113	415,113
Charges for Services	388,660	364,489	250,458	302,458	52,000	291,458	(11,000)	265,458	265,458	265,458	265,458
Fines and Forfeits	61,398	10,152	11,841	11,841	-	11,841	-	11,841	11,841	11,841	11,841
Interest on Investments	156,638	277,886	100,000	160,000	60,000	100,000	(60,000)	100,000	100,000	100,000	100,000
Miscellaneous Revenues	65,618	88,086	63,618	183,887	120,269	89,118	(94,769)	64,118	64,118	64,118	64,118
Contributions	8,783	39,781	43,438	114,340	70,902	33,340	(81,000)	33,340	33,340	33,340	33,340
<b>Total Revenues</b>	<b>10,560,919</b>	<b>11,718,444</b>	<b>11,468,581</b>	<b>10,827,494</b>	<b>(641,087)</b>	<b>9,933,091</b>	<b>(894,403)</b>	<b>10,112,906</b>	<b>10,351,302</b>	<b>10,597,576</b>	<b>10,852,009</b>
<b>Operating Expenditures</b>											
Legislation & Council	84,204	85,346	90,077	78,285	(11,792)	115,516	37,231	137,734	168,242	199,952	202,068
Town Attorney	414,772	422,153	376,525	376,525	-	310,000	(66,525)	310,000	310,000	310,000	310,000
Town Manager	254,752	271,102	279,324	309,561	30,237	269,209	(40,351)	257,721	242,725	243,021	243,323
Town Clerk's Office	361,634	376,466	391,388	339,347	(52,041)	311,190	(28,157)	303,759	310,341	304,933	311,538
Finance	833,372	828,910	888,502	916,173	27,672	894,822	(21,351)	898,319	901,885	905,523	909,234
Information Technology	336,654	370,245	511,839	472,291	(39,548)	507,345	35,054	485,685	489,331	491,572	493,917
Human Resources	352,818	327,158	390,805	359,050	(31,755)	341,381	(17,669)	345,251	379,132	351,025	353,629
Communications and Business Development	426,418	571,659	397,300	907,010	509,710	539,144	(367,866)	441,193	443,254	443,847	444,452
Municipal Court	29,981	31,080	33,539	31,639	(1,900)	34,254	2,615	34,326	34,399	34,473	34,548
Police Department	838,532	957,066	1,031,462	1,022,762	(8,700)	1,032,734	9,972	1,028,604	1,033,083	1,037,674	1,042,380
Community Services	52,017	54,109	58,856	56,856	(2,000)	59,609	2,753	59,809	60,012	60,219	60,431
Community Grants and Contributions	102,850	104,863	119,717	120,370	653	112,338	(8,033)	106,533	106,533	106,533	106,533
Roads and Bridges	1,033,147	1,077,722	1,134,249	889,093	(245,156)	1,136,648	247,555	1,138,880	1,141,156	1,143,478	1,145,846
Vehicle Maintenance	423,267	440,836	459,870	456,995	(2,875)	464,634	7,639	465,774	466,936	468,121	469,330
Municipal Bus	217,479	244,051	277,932	320,374	42,442	218,440	(101,934)	219,574	220,731	221,910	223,113
Employee Shuttle	72,359	49,102	88,614	64,803	(23,811)	79,984	15,180	80,040	80,095	80,151	80,209
Parks & Recreation	536,834	457,666	573,576	460,517	(113,059)	514,139	53,622	490,363	491,613	492,887	494,187
Plaza Services	1,194,366	1,292,510	1,416,917	1,352,786	(64,131)	1,410,251	57,465	1,413,132	1,416,070	1,419,068	1,422,125
Public Refuse Removal	64,707	61,684	61,098	61,098	-	61,345	247	61,345	61,345	61,345	61,345
Building/Facility Maintenance	203,608	213,933	295,620	253,620	(42,000)	285,249	31,629	261,819	264,400	262,993	263,597
Building Division	322,544	273,566	362,544	370,572	8,028	438,407	67,835	413,691	414,491	415,306	416,138
Housing Division Office	19,630	21,539	21,439	21,511	72	21,696	185	21,739	21,783	21,827	21,873
Planning and Development Services	534,894	347,206	425,937	300,451	(125,486)	686,553	386,102	538,835	540,142	541,476	542,836
Contingency	-	84,246	96,971	95,000	(1,971)	95,000	-	95,000	95,000	95,000	95,000
<b>Total Operating Expenditures</b>	<b>8,710,839</b>	<b>8,964,217</b>	<b>9,784,102</b>	<b>9,636,690</b>	<b>(147,411)</b>	<b>9,939,889</b>	<b>303,198</b>	<b>9,609,126</b>	<b>9,692,698</b>	<b>9,712,336</b>	<b>9,747,653</b>
<b>Capital Outlay</b>											
Capital Outlay Expense	181,646	272,035	48,000	48,000	-	191,535	143,535	461,750	350,000	350,000	350,000
<b>Total Capital Outlay</b>	<b>181,646</b>	<b>272,035</b>	<b>48,000</b>	<b>48,000</b>	<b>-</b>	<b>191,535</b>	<b>143,535</b>	<b>461,750</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>
<b>Other Source/Uses</b>											
Gain/Loss On Sale Of Assets	30,797	12,496	-	-	-	-	-	-	-	-	-
Transfer From Overhead Allocations	540,924	567,972	588,345	595,815	7,470	586,622	(9,192)	528,804	545,131	534,323	542,236
Transfer (To)/From Tourism Fund	44,344	18,402	68,343	64,747	(3,596)	51,363	(13,384)	52,340	53,357	54,415	55,515
Transfer (To)/From Debt Service Fund	-	-	-	(691,433)	(691,433)	-	691,433	-	-	-	-
Transfer (To)/From DSF - Specific Ownership Taxes	29,307	27,548	32,000	32,000	-	32,000	-	32,000	32,000	32,000	32,000
Transfer (To)/From Capital Projects Fund	(11,248)	-	(2,246,546)	(89,646)	2,156,900	(1,046,546)	(956,900)	(1,062,000)	-	-	-

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**General Fund Summary**

	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
			2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Transfer (To)/From Child Development Fund	(155,758)	(105,018)	(148,469)	(173,077)	(24,608)	(126,770)	46,307	(128,488)	(130,240)	(132,027)	(133,850)
Transfer (To)/From Broadband Fund	10,000	(424,383)	(2,098,974)	(1,719,071)	379,903	(447,631)	1,271,440	-	-	-	-
Transfer (To)/From Conference Center Fund	(202,543)	(197,239)	(277,079)	(283,162)	(6,083)	(151,538)	131,624	(150,291)	(126,246)	(120,668)	(122,681)
Transfer (To)/From AHDF (Sales Tax)	(493,047)	(560,214)	(567,814)	(437,634)	130,180	(415,792)	21,842	(432,401)	(449,675)	(467,640)	(486,323)
Transfer (To)/From AHDF (Housing Office)	19,630	21,539	21,439	21,511	72	21,696	185	21,739	21,783	21,827	21,873
Transfer (To)/From Vehicle Acquisition	(356,833)	(157,616)	(182,671)	(172,271)	10,400	(290,831)	(118,560)	(138,471)	(164,471)	(89,071)	(89,071)
<b>Total Other Sources/Uses</b>	<b>(544,427)</b>	<b>(796,513)</b>	<b>(4,811,425)</b>	<b>(2,852,221)</b>	<b>1,959,204</b>	<b>(1,787,427)</b>	<b>1,064,794</b>	<b>(1,276,767)</b>	<b>(218,361)</b>	<b>(166,840)</b>	<b>(180,301)</b>
						691,433					
<b>Surplus (Deficit)</b>	<b>1,124,007</b>	<b>1,685,679</b>	<b>(3,174,946)</b>	<b>(1,709,417)</b>	<b>1,465,529</b>	<b>(1,985,759)</b>	<b>(276,342)</b>	<b>(1,234,738)</b>	<b>90,243</b>	<b>368,399</b>	<b>574,055</b>
<b>Beginning Fund Balance</b>	<b>10,913,925</b>	<b>12,037,932</b>	<b>12,393,355</b>	<b>13,723,611</b>		<b>12,014,193</b>		<b>10,028,434</b>	<b>8,793,697</b>	<b>8,883,939</b>	<b>9,252,339</b>
<b>Ending Fund Balance</b>	<b>12,037,932</b>	<b>13,723,611</b>	<b>9,218,409</b>	<b>12,014,193</b>		<b>10,028,434</b>		<b>8,793,697</b>	<b>8,883,939</b>	<b>9,252,339</b>	<b>9,826,393</b>

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

General Fund Revenues

Worksheet	Account Name	Actuals		2020		2021		2022 Long Term	2023 Long Term	2024 Long Term	2025 Long Term	
		2018	2019	Original	Forecasted	Adjustments	Proposed	Adjustments	Projection	Projection	Projection	Projection
General Fund Revenues	Tax - Property	3,876,064	3,866,014	4,125,468	4,064,913	(60,555)	4,064,518	(395)	4,145,809	4,228,725	4,313,300	4,399,566
General Fund Revenues	Tax - Property - Abatements	(59,586)	(3,721)	13,023	(19,155)	(32,178)	1,556	20,711	-	-	-	-
General Fund Revenues	Tax - Specific Ownership	194,794	197,025	185,000	185,000	-	185,000	-	185,000	185,000	185,000	185,000
General Fund Revenues	Tax - Construction Use 1.5%	192,191	253,450	210,000	300,000	90,000	210,000	(90,000)	210,000	210,000	210,000	210,000
General Fund Revenues	Tax - Construction Use 3%	384,440	506,926	420,000	600,000	180,000	420,000	(180,000)	420,000	420,000	420,000	420,000
General Fund Revenues	Tax-Cigarette	10,385	8,927	9,400	9,400	-	9,400	-	9,400	9,400	9,400	9,400
General Fund Revenues	Tax - Property - Interest/Penalty	(2,548)	7,185	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
General Fund Revenues	Sales Taxes (3)	4,429,008	5,025,970	5,105,836	3,932,000	(1,173,836)	3,737,499	(194,501)	3,886,999	4,042,479	4,204,178	4,372,345
General Fund Revenues	Sales Taxes - Interest	1,223	763	-	1,350	1,350	1,000	(350)	1,000	1,000	1,000	1,000
General Fund Revenues	Sales Taxes - Penalties	15,862	6,645	5,000	5,160	160	5,000	(160)	5,000	5,000	5,000	5,000
General Fund Revenues	Sales Taxes - Prior Period Remittances	8,861	16,465	5,000	7,100	2,100	5,000	(2,100)	5,000	5,000	5,000	5,000
<b>Total Taxes</b>		<b>9,050,695</b>	<b>9,885,648</b>	<b>10,093,727</b>	<b>9,100,768</b>	<b>(992,959)</b>	<b>8,653,973</b>	<b>(446,795)</b>	<b>8,883,208</b>	<b>9,121,604</b>	<b>9,367,878</b>	<b>9,622,311</b>
General Fund Revenues	License-Liquor	6,328	6,681	3,500	3,500	-	3,500	-	3,500	3,500	3,500	3,500
General Fund Revenues	License-Pet	255	250	128	128	-	128	-	128	128	128	128
General Fund Revenues	Permit-Construction	204,880	257,345	190,000	270,237	80,237	190,000	(80,237)	190,000	190,000	190,000	190,000
General Fund Revenues	Permit-Electrical-Mountain Village	6,040	7,246	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
General Fund Revenues	Permit-Electrical-Town of Telluride	52,292	67,708	50,000	50,000	-	50,000	-	50,000	50,000	50,000	50,000
General Fund Revenues	Permit-Plumbing-Mountain Village	11,165	12,257	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
General Fund Revenues	Permit-Plumbing-Town of Telluride	38,930	37,770	40,000	40,000	-	40,000	-	40,000	40,000	40,000	40,000
General Fund Revenues	Permit-Mechanical	6,766	10,330	200	200	-	200	-	200	200	200	200
General Fund Revenues	Construction Parking Fees	27,000	22,700	30,000	30,000	-	30,000	-	30,000	30,000	30,000	30,000
General Fund Revenues	Construction Parking Late Pay Fees	64	101	-	-	-	-	-	-	-	-	-
General Fund Revenues	Permit & Other Licenses	25	175	-	-	-	-	-	-	-	-	-
General Fund Revenues	Permits-Excavation	120	40	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
<b>Total Permits &amp; License</b>		<b>353,865</b>	<b>422,603</b>	<b>339,828</b>	<b>420,065</b>	<b>80,237</b>	<b>339,828</b>	<b>(80,237)</b>	<b>339,828</b>	<b>339,828</b>	<b>339,828</b>	<b>339,828</b>
General Fund Revenues	Conservation Trust Funds	14,216	15,970	13,402	13,402	-	13,402	-	13,402	13,402	13,402	13,402
General Fund Revenues	Mineral Lease Revenue	1,170	640	640	583	(57)	583	-	583	583	583	583
General Fund Revenues	Severance Tax Revenues	12,724	25,084	25,084	332	(24,752)	332	-	332	332	332	332
General Fund Revenues	County Road & Bridge Taxes	275,292	275,775	275,450	275,450	-	275,450	-	275,450	275,450	275,450	275,450
General Fund Revenues	Motor Vehicle Registration	5,799	5,135	4,900	4,900	-	4,900	-	4,900	4,900	4,900	4,900
General Fund Revenues	Highway User Tax Funds	80,205	79,748	64,125	57,398	(6,727)	58,420	1,022	60,000	60,000	60,000	60,000
General Fund Revenues	Smart Contribution	85,853	227,449	182,070	182,070	-	60,446	(121,624)	60,446	60,446	60,446	60,446
<b>Total Intergovernmental Revenues</b>		<b>475,260</b>	<b>629,801</b>	<b>565,671</b>	<b>534,135</b>	<b>(31,536)</b>	<b>413,533</b>	<b>(120,602)</b>	<b>415,113</b>	<b>415,113</b>	<b>415,113</b>	<b>415,113</b>
General Fund Revenues	Fee-2% Collection - Material Tax	2,839	4,179	2,708	2,708	-	2,708	-	2,708	2,708	2,708	2,708
General Fund Revenues	Fee-Plan Review	133,744	168,116	122,122	174,122	52,000	122,122	(52,000)	122,122	122,122	122,122	122,122
General Fund Revenues	Fee-Planning Dev Review	61,060	62,450	44,000	44,000	-	44,000	-	44,000	44,000	44,000	44,000
General Fund Revenues	Fee- Recording	118	359	350	350	-	350	-	350	350	350	350
General Fund Revenues	Fee-Plan/Zone/Plat	375	1,300	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
General Fund Revenues	Fee-MVHA Qualification Fee	2,120	5,320	4,600	4,600	-	4,600	-	4,600	4,600	4,600	4,600
General Fund Revenues	Fee - Energy Mitigation	71,936	17,796	-	-	-	41,000	41,000	15,000	15,000	15,000	15,000
General Fund Revenues	Black Hills Gas Franchise Fee	46,043	41,074	39,678	39,678	-	39,678	-	39,678	39,678	39,678	39,678
General Fund Revenues	Road Impact Fees	70,125	63,544	35,000	35,000	-	35,000	-	35,000	35,000	35,000	35,000
General Fund Revenues	Road Cut Fees	300	-	-	-	-	-	-	-	-	-	-
General Fund Revenues	Equipment Rental	-	350	-	-	-	-	-	-	-	-	-
<b>Total Charges for Services</b>		<b>388,660</b>	<b>364,489</b>	<b>250,458</b>	<b>302,458</b>	<b>52,000</b>	<b>291,458</b>	<b>(11,000)</b>	<b>265,458</b>	<b>265,458</b>	<b>265,458</b>	<b>265,458</b>
General Fund Revenues	Fines-Traffic	5,815	6,980	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
General Fund Revenues	Fines-False Alarms	-	-	276	276	-	276	-	276	276	276	276
General Fund Revenues	Fines-Criminal	3,500	1,904	1,764	1,764	-	1,764	-	1,764	1,764	1,764	1,764
General Fund Revenues	Fines-Miscellaneous/PD	134	368	4,250	4,250	-	4,250	-	4,250	4,250	4,250	4,250
General Fund Revenues	Fines-Miscellaneous Building	51,950	900	551	551	-	551	-	551	551	551	551
<b>Total Fines &amp; Forfeits</b>		<b>61,398</b>	<b>10,152</b>	<b>11,841</b>	<b>11,841</b>	<b>-</b>	<b>11,841</b>	<b>-</b>	<b>11,841</b>	<b>11,841</b>	<b>11,841</b>	<b>11,841</b>
General Fund Revenues	Interest On Investments	149,980	249,405	100,000	160,000	60,000	100,000	(60,000)	100,000	100,000	100,000	100,000
General Fund Revenues	Gain/Loss On Investments	6,658	28,481	-	-	-	-	-	-	-	-	-
<b>Total Interest on Investments</b>		<b>156,638</b>	<b>277,886</b>	<b>100,000</b>	<b>160,000</b>	<b>60,000</b>	<b>100,000</b>	<b>(60,000)</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>
General Fund Revenues	Grant Revenue Police	-	1,481	-	-	-	-	-	-	-	-	-
General Fund Revenues	Grant Revenue-Miscellaneous (4)	-	7,435	-	112,302	112,302	25,000	(87,302)	-	-	-	-
General Fund Revenues	HR Housing - Revenue	10,500	-	3,350	3,350	-	3,350	-	3,350	3,350	3,350	3,350



Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

**General Fund Revenues**

Worksheet	Account Name	Actuals		2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
		2018	2019	Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
								Projection	Projection	Projection	Projection	
General Fund Revenues	Miscellaneous Revenue - Shop	-	-	500	500	-	500	-	500	500	500	
General Fund Revenues	Miscellaneous Revenue - Recreation	-	300	-	-	-	-	-	-	-	-	
General Fund Revenues	Miscellaneous Revenue - Marketing	-	150	475	475	-	475	-	475	475	475	
General Fund Revenues	Miscellaneous Revenue - Police	2,999	1,987	1,000	1,000	-	1,000	-	1,000	1,000	1,000	
General Fund Revenues	Miscellaneous Revenue - Municipal Bus	-	1,369	1,000	1,000	-	1,000	-	1,000	1,000	1,000	
General Fund Revenues	Miscellaneous Revenue - Building	1,599	595	750	750	-	750	-	750	750	750	
General Fund Revenues	Miscellaneous Revenue - Finance	1,171	560	2,500	2,500	-	2,500	-	2,500	2,500	2,500	
General Fund Revenues	Miscellaneous Revenue - Finance Admin Fees	182	174	-	-	-	-	-	-	-	-	
General Fund Revenues	Munirevs Credit Card Fees	1,873	2,314	2,000	2,000	-	2,000	-	2,000	2,000	2,000	
General Fund Revenues	Permitting Credit Card Fees	1,078	1,109	5,000	5,000	-	5,000	-	5,000	5,000	5,000	
General Fund Revenues	Miscellaneous Revenue -Clerk	1,145	450	200	200	-	200	-	200	200	200	
General Fund Revenues	Miscellaneous Revenue - General	2,071	8,656	1,100	1,100	-	1,100	-	1,100	1,100	1,100	
General Fund Revenues	Maintenance Shop Lease	11	12	12	12	-	12	-	12	12	12	
General Fund Revenues	Van Rider Revenue	28,015	32,040	29,654	29,654	-	29,654	-	29,654	29,654	29,654	
General Fund Revenues	Insurance Claim Proceeds	-	9,225	-	-	-	-	-	-	-	-	
General Fund Revenues	Transfer Station Lease	1,100	1,200	1,200	1,200	-	1,200	-	1,200	1,200	1,200	
General Fund Revenues	David Reed Lease	(1,398)	(1,398)	(1,398)	(1,398)	-	(1,398)	-	(1,398)	(1,398)	(1,398)	
General Fund Revenues	Ice Rink Revenues	2,496	2,689	3,000	-	(3,000)	-	-	-	-	-	
General Fund Revenues	Vending Cart/Plaza Use Rents	6,240	7,582	7,500	7,500	-	7,500	-	7,500	7,500	7,500	
General Fund Revenues	Vending/Plaza Application Fees	4,670	7,067	5,775	5,775	-	5,775	-	5,775	5,775	5,775	
General Fund Revenues	Farm to Community Application Fees/Donations (1)	1,867	3,089	-	10,967	10,967	3,500	(7,467)	3,500	3,500	3,500	
<b>Total Miscellaneous Revenues</b>		<b>65,618</b>	<b>88,086</b>	<b>63,618</b>	<b>183,887</b>	<b>120,269</b>	<b>89,118</b>	<b>(94,769)</b>	<b>64,118</b>	<b>64,118</b>	<b>64,118</b>	
General Fund Revenues	Contributions - TMVOA (2)	-	25,000	25,000	106,000	81,000	25,000	(81,000)	25,000	25,000	25,000	
General Fund Revenues	Contributions-TMVOA Employee Shuttle	8,783	3,656	13,438	3,340	(10,098)	3,340	-	3,340	3,340	3,340	
General Fund Revenues	Environmental Services Contribution	-	11,125	5,000	5,000	-	5,000	-	5,000	5,000	5,000	
<b>Total Contributions</b>		<b>8,783</b>	<b>39,781</b>	<b>43,438</b>	<b>114,340</b>	<b>70,902</b>	<b>33,340</b>	<b>(81,000)</b>	<b>33,340</b>	<b>33,340</b>	<b>33,340</b>	
<b>Total General Fund Revenues</b>		<b>10,560,919</b>	<b>11,718,444</b>	<b>11,468,581</b>	<b>10,827,494</b>	<b>(641,087)</b>	<b>9,933,091</b>	<b>(894,403)</b>	<b>10,112,906</b>	<b>10,351,302</b>	<b>10,597,576</b>	<b>10,852,009</b>

(1) 2020 program expanded with approval of Town Council

(2) Additional 2020 for the roof waiver program and BDAC contributions

(3) 2021 reset from CV impact and is set at 60% of 2019 actual and grows at 4% annually beginning in 2022

(4) 2020 BDAC Grant, CDOT Grant, and CARES Act Funding. 2021 - Forestry Funding

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Town Council**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020		2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
					Forecasted	Adjustments	Proposed	Adjustments				
Town Council	Board Compensation (1)	51,767	55,345	55,069	55,069	-	56,921	1,853	56,921	56,921	56,921	56,921
Town Council	Group Insurance (2)	-	-	-	-	-	21,364	21,364	43,582	74,089	105,800	107,916
Town Council	PERA & Payroll Taxes	8,092	8,661	8,489	8,489	-	9,039	550	9,039	9,039	9,039	9,039
Town Council	Workers Compensation	116	20	161	161	-	161	-	161	161	161	161
Town Council	Other Benefits	6,300	5,537	6,300	6,300	-	7,700	1,400	7,700	7,700	7,700	7,700
Town Council	Consultant Services	-	-	-	-	-	-	-	-	-	-	-
Town Council	Communications (3)	701	1,457	750	1,016	266	1,231	215	1,231	1,231	1,231	1,231
Town Council	Dues and Fees	1,099	-	-	-	-	-	-	-	-	-	-
Town Council	Travel, Education & Training (4)	3,226	1,975	7,500	3,500	(4,000)	7,500	4,000	7,500	7,500	7,500	7,500
Town Council	General Supplies & Materials	244	759	750	750	-	750	-	750	750	750	750
Town Council	Business Meals-Town Council	12,399	10,737	9,850	2,000	(7,850)	9,850	7,850	9,850	9,850	9,850	9,850
Town Council	Special Occasion	259	854	1,208	1,000	(208)	1,000	-	1,000	1,000	1,000	1,000
<b>Total</b>		<b>84,204</b>	<b>85,346</b>	<b>90,077</b>	<b>78,285</b>	<b>(11,792)</b>	<b>115,516</b>	<b>37,231</b>	<b>137,734</b>	<b>168,242</b>	<b>199,952</b>	<b>202,068</b>

(1) A portion of board compensation is for utility reimbursements which increase annually.

(2) Phasing in group health insurance for Town Council members starting 2021

(3) Mayor's cell phone purchase 650 in 2019 plus 55/month for 700/year

(4) Cut budget by 30% based on actuals SJ

**Legal**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020		2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
					Forecasted	Adjustments	Proposed	Adjustments				
Legal	Outside Counsel - General	301	-	25,000	25,000	-	-	(25,000)	-	-	-	-
Legal	Outside Counsel - Litigation	13,277	13,746	-	-	-	-	-	-	-	-	-
Legal	Outside Counsel - Extraordinary	5,000	-	-	-	-	-	-	-	-	-	-
Legal	Legal - Prosecution Services	-	-	-	-	-	30,000	30,000	30,000	30,000	30,000	30,000
Legal	Legal - Extraordinary	19,318	38,065	30,000	30,000	-	-	(30,000)	-	-	-	-
Legal	Legal - Litigation	40,507	36,736	30,000	30,000	-	30,000	-	30,000	30,000	30,000	30,000
Legal	Legal - General (3)	336,343	332,801	291,525	291,525	-	250,000	(41,525)	250,000	250,000	250,000	250,000
Legal	Out Of Pocket Expense	26	806	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>414,772</b>	<b>422,153</b>	<b>376,525</b>	<b>376,525</b>	<b>-</b>	<b>310,000</b>	<b>(66,525)</b>	<b>310,000</b>	<b>310,000</b>	<b>310,000</b>	<b>310,000</b>

(3) Until the decision is made to in house legal or another contract, we will leave the legal budget as it has been.

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Town Manager**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Town Manager	Salaries & Wages (1)	160,867	167,655	171,246	218,976	47,730	171,664	(47,312)	171,664	171,664	171,664	171,664
Town Manager	Group Insurance	12,437	12,577	13,500	13,500	-	14,243	743	14,527	14,818	15,114	15,417
Town Manager	PERA & Payroll Taxes	24,991	25,784	26,766	34,773	8,008	27,194	(7,579)	27,194	27,194	27,194	27,194
Town Manager	PERA 401K	14,461	15,072	15,412	15,412	-	15,450	38	15,450	15,450	15,450	15,450
Town Manager	Workers Compensation	323	(178)	1,389	389	(1,000)	389	-	389	389	389	389
Town Manager	Other Employee Benefits	200	900	900	900	-	1,100	200	1,100	1,100	1,100	1,100
Town Manager	Outside Counsel - Litigation	-	5,649	-	-	-	-	-	-	-	-	-
Town Manager	Grant Lobbying Fees	18,000	18,000	18,000	14,000	(4,000)	-	(14,000)	-	-	-	-
Town Manager	Professional Services (2)	13,639	15,100	20,000	-	(20,000)	28,273	28,273	15,287	-	-	-
Town Manager	Consulting Service	-	-	500	500	-	500	-	500	500	500	500
Town Manager	Communications	1,234	730	1,300	1,300	-	1,300	-	1,300	1,300	1,300	1,300
Town Manager	Dues & Fees (3)	7,622	8,703	8,710	8,710	-	7,497	(1,213)	8,710	8,710	8,710	8,710
Town Manager	Travel, Education & Training	-	-	500	-	(500)	500	500	500	500	500	500
Town Manager	General Supplies & Materials	311	747	500	500	-	500	-	500	500	500	500
Town Manager	Business Meals	604	283	500	500	-	500	-	500	500	500	500
Town Manager	Employee Appreciation	62	80	100	100	-	100	-	100	100	100	100
<b>Total</b>		<b>254,752</b>	<b>271,102</b>	<b>279,324</b>	<b>309,561</b>	<b>30,237</b>	<b>269,209</b>	<b>(40,351)</b>	<b>257,721</b>	<b>242,725</b>	<b>243,021</b>	<b>243,323</b>

(1) 2020 is increased due to the PTO lump sum pay out option exercised by employee(s).

(2) Gondola Long Term Plan Studies (TMVOA, TSG, SMC, TOT all participating equally)

(3) Colorado Municipal League \$5,855 and Colorado Association of Ski Towns \$2,426 (which will be reduced by 50% for 2021)

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Town Clerk**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Town Clerk's Office	Salaries & Wages (1)	191,634	187,059	189,516	165,180	(24,336)	133,040	(32,140)	133,040	133,040	133,040	
Town Clerk's Office	Group Insurance	37,310	37,732	40,500	30,000	(10,500)	28,485	(1,515)	29,055	29,636	30,833	
Town Clerk's Office	Dependent Health Reimbursement	(3,617)	(3,611)	(3,378)	(3,378)	-	(3,378)	-	(3,378)	(3,378)	(3,378)	
Town Clerk's Office	PERA & Payroll Taxes	29,078	28,100	29,621	26,231	(3,391)	21,127	(5,104)	21,127	21,127	21,127	
Town Clerk's Office	PERA 401K	5,627	8,614	7,581	6,853	(728)	6,604	(249)	6,604	6,604	6,604	
Town Clerk's Office	Workers Compensation	186	162	318	170	(148)	170	-	170	170	170	
Town Clerk's Office	Other Employee Benefits	600	1,800	2,700	1,800	(900)	2,200	400	2,200	2,200	2,200	
Town Clerk's Office	Consultant Services	-	-	2,500	-	(2,500)	-	-	-	-	-	
Town Clerk's Office	Janitorial/Trash Removal (2)	18,270	23,149	22,000	22,550	550	23,001	451	23,001	23,001	23,001	
Town Clerk's Office	Security Monitoring - Town Hall (3)	372	623	395	612	217	612	-	612	612	612	
Town Clerk's Office	Repairs & Maintenance-Equipment	-	-	3,000	3,000	-	3,000	-	3,000	3,000	3,000	
Town Clerk's Office	Rental- Equipment	7,660	9,194	10,000	10,000	-	10,000	-	10,000	10,000	10,000	
Town Clerk's Office	Communications	17,565	18,253	16,100	16,144	44	16,144	-	16,144	16,144	16,144	
Town Clerk's Office	Election Expenses	-	6,190	-	-	-	6,000	6,000	-	6,000	-	
Town Clerk's Office	Public Noticing	123	164	750	750	-	750	-	750	750	750	
Town Clerk's Office	Recording Fees	-	-	100	100	-	100	-	100	100	100	
Town Clerk's Office	Dues & Fees	665	720	600	600	-	600	-	600	600	600	
Town Clerk's Office	Travel, Education & Training (4)	3,158	4,236	11,500	1,000	(10,500)	5,000	4,000	5,000	5,000	5,000	
Town Clerk's Office	Digitizing Documentation (5)	-	448	1,500	-	(1,500)	-	-	-	-	-	
Town Clerk's Office	Postage & Freight	1,920	922	1,500	1,500	-	1,500	-	1,500	1,500	1,500	
Town Clerk's Office	General Supplies & Material	5,055	4,785	5,000	5,000	-	5,000	-	5,000	5,000	5,000	
Town Clerk's Office	Business Meals	652	347	850	600	(250)	600	-	600	600	600	
Town Clerk's Office	Employee Appreciation	274	293	300	200	(100)	200	-	200	200	200	
Town Clerk's Office	COVID-19 Realated Expenses	-	-	-	2,000	2,000	2,000	-	-	-	-	
Town Clerk's Office	Utilities - Natural Gas	5,752	6,423	6,615	6,615	-	6,615	-	6,615	6,615	6,615	
Town Clerk's Office	Utilities - Electricity	14,718	14,695	17,174	17,174	-	17,174	-	17,174	17,174	17,174	
Town Clerk's Office	Utilities - Water/Sewer	7,537	9,072	7,551	7,551	-	7,551	-	7,551	7,551	7,551	
Town Clerk's Office	Internet Service	17,095	17,095	17,095	17,095	-	17,095	-	17,095	17,095	17,095	
<b>Total</b>		<b>361,634</b>	<b>376,466</b>	<b>391,388</b>	<b>339,347</b>	<b>(52,041)</b>	<b>311,190</b>	<b>(28,157)</b>	<b>303,759</b>	<b>310,341</b>	<b>304,933</b>	<b>311,538</b>

(1) Department re-structured from 3 employees to two.

(2) 2% increase across the board for janitorial servcies

(3) New monthly rate is \$153/qtr for cell emergency line Used to be \$93/quarter

(4) Includes Data Base Training for 2021 Election

(5) One time cost to transfer cassette tapes to thumb drive

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Finance**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Finance	Salaries & Wages (1)	419,233	417,948	429,524	458,000	28,476	429,524	(28,476)	429,524	429,524	429,524	
Finance	Group Insurance	71,516	74,445	81,000	81,000	-	85,455	4,455	87,164	88,907	90,686	
Finance	Dependent Health Reimbursement	(1,447)	(1,826)	(2,100)	(2,100)	-	(2,100)	-	(2,100)	(2,100)	(2,100)	
Finance	PERA & Payroll Taxes	65,188	64,178	67,135	72,730	5,596	68,208	(4,522)	68,208	68,208	68,208	
Finance	PERA 401K	25,217	21,160	32,153	27,153	(5,000)	27,153	-	27,153	27,153	27,153	
Finance	Workers Compensation	372	324	400	400	-	400	-	400	400	400	
Finance	Other Employee Benefits	1,200	5,400	5,400	5,400	-	6,600	1,200	6,600	6,600	6,600	
Finance	Bad Debt Expense (2)	13,463	-	-	-	-	-	-	-	-	-	
Finance	Professional Consulting (3)	12,000	12,500	14,000	14,000	-	14,000	-	14,000	14,000	14,000	
Finance	County Treasurer Collect Fee 2% (4)	82,113	82,913	89,390	89,390	-	89,381	(9)	91,169	92,992	94,852	
Finance	Auditing Fees (5)	30,035	28,060	31,000	31,000	-	31,000	-	31,000	31,000	31,000	
Finance	Insurance (6)	102,660	111,408	124,000	124,000	-	124,000	-	124,000	124,000	124,000	
Finance	Public Noticing (7)	-	-	-	-	-	-	-	-	-	-	
Finance	Dues & Fees (8)	194	836	300	900	600	900	-	900	900	900	
Finance	Travel, Education & Training (9)	1,052	1,137	2,500	500	(2,000)	2,500	2,000	2,500	2,500	2,500	
Finance	Postage & Freight (10)	2,430	1,797	3,000	3,000	-	3,000	-	3,000	3,000	3,000	
Finance	Bank Fees (11)	119	98	1,000	1,000	-	5,000	4,000	5,000	5,000	5,000	
Finance	Bank Fees - Credit Card Fees	686	238	600	600	-	600	-	600	600	600	
Finance	MUNIREvs Online Payment Fees (12)	3,788	4,782	5,700	5,700	-	5,700	-	5,700	5,700	5,700	
Finance	General Supplies & Material	2,898	3,159	2,900	2,900	-	2,900	-	2,900	2,900	2,900	
Finance	Business Meals	55	-	-	-	-	-	-	-	-	-	
Finance	Employee Appreciation (13)	600	352	600	600	-	600	-	600	600	600	
Finance	Books & Periodicals	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>833,372</b>	<b>828,910</b>	<b>888,502</b>	<b>916,173</b>	<b>27,672</b>	<b>894,822</b>	<b>(21,351)</b>	<b>898,319</b>	<b>901,885</b>	<b>905,523</b>	<b>909,234</b>

- (1) Six full time employees in Finance. PTO payouts in 2020.
- (2) No bad debt is anticipated for write off this year.
- (3) Munirevs and Lodgingrevs monthly fee and additional \$1,625 for Business License modification for Housing data collection.
- (4) The County Treasurer collects a fee from Mountain Village property taxes.
- (5) A portion of the annual audit fees allocated to general government.
- (6) Annual premiums for General Fund Property, casualty and cyber crime Insurance including an allowance for a 2020 CIRSA Membership contribution increase.
- (7) Colorado and National Accounting Association Memberships
- (8) There is no longer public noticing being prepared for finance department specific needs. All noticing done by the Town Clerks office.
- (9) One new staff member requiring training.
- (10) For mailing of miscellaneous billings and AP check remittances.
- (11) Bank charges by transaction fee analysis
- (12) Utilization of on line payment system growing.
- (13) \$100 per employee allowance directed by Town Council in 2019 for 2020.

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

Information Technology

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
Information Technology - GF	Salaries & Wages (12)	-	100,302	140,368	135,368	(5,000)	150,368	15,000	150,368	150,368	150,368	150,368
Information Technology - GF	Housing Allowance	-	8,506	10,344	10,344	-	10,344	-	10,344	10,344	10,344	10,344
Information Technology - GF	Group Insurance	-	8,393	13,500	13,500	-	14,243	743	14,527	14,818	15,114	15,417
Information Technology - GF	Dependent Health Reimbursement	-	(1,504)	-	-	-	-	-	-	-	-	-
Information Technology - GF	PERA & Payroll Taxes	-	15,291	21,939	21,496	(443)	23,878	2,382	23,878	23,878	23,878	23,878
Information Technology - GF	PERA 401K	-	1,950	3,053	3,053	-	4,511	1,458	6,015	7,518	7,518	7,518
Information Technology - GF	Workers Compensation	-	1,174	1,050	1,050	-	1,050	-	1,050	1,050	1,050	1,050
Information Technology - GF	Other Employee Benefits	200	1,080	900	900	-	1,320	420	1,320	1,320	1,320	1,320
Information Technology - GF	Uniforms	-	192	-	-	-	500	500	500	500	500	500
Information Technology - GF	Vehicle Repair & Maintenance	-	-	500	500	-	500	-	500	500	500	500
Information Technology - GF	Phone Maintenance (13)	2,954	347	7,500	7,500	-	7,500	-	7,500	7,500	7,500	7,500
Information Technology - GF	Communications	-	1,122	1,300	1,300	-	3,500	2,200	3,500	3,500	3,500	3,500
Information Technology - GF	Travel, Education & Training (1)	-	965	5,500	1,500	(4,000)	4,000	2,500	4,000	4,000	4,000	4,000
Information Technology - GF	General Supplies & Materials	-	2,269	500	500	-	500	-	500	500	500	500
Information Technology - GF	Business Meals	-	314	-	-	-	350	350	350	350	350	350
Information Technology - GF	COVID-19 Realted Expenses	-	-	-	-	-	-	-	-	-	-	-
Information Technology - GF	Software Support- Contract	69,552	25,228	40,000	20,000	(20,000)	15,000	(5,000)	-	-	-	-
Information Technology - GF	Software Support - Other (2)	1,489	3,435	5,400	5,400	-	5,400	-	5,400	5,400	5,400	5,400
Information Technology - GF	General Hardware Replacement (3)	42,954	33,359	20,000	20,000	-	20,000	-	20,000	20,000	20,000	20,000
Information Technology - GF	Server Replacement (4)	-	-	9,200	9,200	-	9,200	-	9,200	9,200	9,200	9,200
Information Technology - GF	Cyber Security (5)	-	32,875	38,990	38,990	-	39,380	390	40,167	40,167	40,167	40,167
Information Technology - GF	Microsoft Office Licenses (10)	19,005	20,237	23,000	23,000	-	23,000	-	23,000	23,000	23,000	23,000
Information Technology - GF	Hosted E-Mail Services (11)	99	2,448	3,988	3,988	-	3,988	-	3,988	3,988	3,988	3,988
Information Technology - GF	Accounting SW Annual Support Maintenance	30,693	31,073	33,600	33,600	-	35,280	1,680	37,044	38,896	40,841	42,883
Information Technology - GF	Accounting SW Customization/Options	-	2,250	-	-	-	-	-	-	-	-	-
Information Technology - GF	All Data - Vehicle Maintenance	1,500	2,499	1,515	1,515	-	1,515	-	1,515	1,515	1,515	1,515
Information Technology - GF	Live Streaming Software	-	-	-	-	-	-	-	-	-	-	-
Information Technology - GF	PDF SW Upgrades/Licenses	2,883	6,833	9,740	9,740	-	9,740	-	9,740	9,740	9,740	9,740
Information Technology - GF	Firewall (6)	2,212	2,212	11,900	3,900	(8,000)	3,900	-	3,900	3,900	3,900	3,900
Information Technology - GF	CAD Auto Desk Support	1,478	1,054	1,428	1,428	-	1,428	-	1,428	1,428	1,428	1,428
Information Technology - GF	Trimble Pathfinder Software	-	-	-	-	-	-	-	-	-	-	-
Information Technology - GF	Web Site Blocker (7)	-	-	-	-	-	-	-	-	-	-	-
Information Technology - GF	Server Support Fees	-	-	1,500	1,500	-	7,500	6,000	7,500	7,500	7,500	7,500
Information Technology - GF	Spam Filter (8)	1,530	2,198	2,430	2,430	-	2,430	-	2,430	2,430	2,430	2,430
Information Technology - GF	CRM Software (9)	1,146	-	-	-	-	30	30	30	30	30	30
Information Technology - GF	Database Administrator	-	-	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Information Technology - GF	RMS Software Support - Police	11,445	12,402	12,568	12,568	-	13,196	628	13,196	13,196	13,196	13,196
Information Technology - GF	Legal SW Support	1,099	-	2,184	2,184	-	2,184	-	2,184	2,184	2,184	2,184
Information Technology - GF	Cyber Security - Audit Fees	27,315	-	8,000	-	(8,000)	-	-	-	-	-	-
Information Technology - GF	Cyber Security - Study	3,375	-	-	-	-	-	-	-	-	-	-
Information Technology - GF	AV Room Upgrade	34,299	-	-	-	-	11,000	11,000	-	-	-	-
Information Technology - GF	EPPT Startup Costs	-	-	-	6,895	6,895	-	(6,895)	-	-	-	-
Information Technology - GF	EPPT Support Fees	-	-	-	-	-	1,680	-	1,680	1,680	1,680	1,680
Information Technology - GF	Montrose Interconnect - Police	3,000	3,000	4,112	4,112	-	4,000	(112)	4,000	4,000	4,000	4,000
Information Technology - GF	VPI Software Support - Police	1,895	1,976	1,961	1,961	-	2,039	78	2,039	2,039	2,039	2,039
Information Technology - GF	Building Permit Support Fees	7,650	7,650	7,650	7,650	-	7,650	-	7,650	7,650	7,650	7,650
Information Technology - GF	Printer Maintenance	-	-	2,500	1,500	(1,000)	1,500	-	1,500	1,500	1,500	1,500
Information Technology - GF	Document Management	10,868	-	500	500	-	500	-	500	500	500	500
Information Technology - GF	ARC Map Subscription	-	-	8,250	8,250	-	8,250	-	8,250	8,250	8,250	8,250
Information Technology - GF	E-Recycle	-	-	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Information Technology - GF	Fingerprint SW Support - Police	-	-	1,140	1,140	-	1,163	23	1,163	1,163	1,163	1,163
Information Technology - GF	Muni Metrix License	1,495	1,495	1,495	1,495	-	1,495	-	1,495	1,495	1,495	1,495
Information Technology - GF	Notification Services	-	-	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Information Technology - GF	Online Back Up Support Fee	6,503	3,461	6,500	6,500	-	6,500	-	6,500	6,500	6,500	6,500
Information Technology - GF	Opengov	29,083	16,903	17,000	17,000	-	17,000	-	17,000	17,000	17,000	17,000
Information Technology - GF	Munirevs Support Fees	18,383	19,118	20,134	20,134	-	20,134	-	20,134	20,134	20,134	20,134
Information Technology - GF	Technical Miscellaneous	300	387	1,200	1,200	-	1,200	-	1,200	1,200	1,200	1,200
<b>Total</b>		<b>336,654</b>	<b>370,245</b>	<b>511,839</b>	<b>472,291</b>	<b>(39,548)</b>	<b>507,345</b>	<b>35,054</b>	<b>485,685</b>	<b>489,331</b>	<b>491,572</b>	<b>493,917</b>

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

Information Technology

Worksheet	Account Name						2022 Long	2023 Long	2024 Long	2025 Long
		Actuals 2018	Actuals 2019	2020 Original	2020 Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	Term Projection	Term Projection

- (1) Staff Training and Conferences
- (2) Needed 3rd party software
- (3) Laptop, workstations, printers, monitors, batteries, switches, cameras
- (4) Server equipment and head-end equipment
- (5) Managed security and cloud logging systems
- (6) Firewall Service renewal
- (7) Managed Security should cover this
- (8) Cyber Security Email protection
- (9) No longer using
- (10) Office 365 cloud
- (11) Cloud archive server
- (12) Allocated current cable technicians into IT at 10% and a summer intern at \$5,500
- (13) In 2020 and 2021 we are upgrading the phone system at Town Hall and the Municipal Offices. Moved from Town Clerk budget.

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Human Resources**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Human Resources	Salaries & Wages (1)	146,084	139,337	150,772	157,003	6,231	130,000	(27,003)	130,000	130,000	130,000	130,000
Human Resources	Group Insurance	24,873	21,983	27,000	27,000	-	28,485	1,485	29,055	29,636	30,229	30,833
Human Resources	Dependent Health Reimbursement	(2,170)	(2,166)	(2,160)	(2,160)	-	(2,160)	-	(2,160)	(2,160)	(2,160)	(2,160)
Human Resources	PERA & Payroll Taxes	22,330	20,884	23,566	24,540	974	20,644	(3,896)	20,644	20,644	20,644	20,644
Human Resources	PERA 401K	10,386	9,453	6,542	7,272	730	2,600	(4,672)	3,900	5,200	6,500	6,500
Human Resources	Workers Compensation	124	108	257	257	-	257	-	257	257	257	257
Human Resources	Other Employee Benefits	(1,068)	1,578	1,800	1,800	-	2,200	400	2,200	2,200	2,200	2,200
Human Resources	Agency Compliance (2)	2,701	3,127	4,300	4,300	-	4,300	-	4,300	4,300	4,300	4,300
Human Resources	Employee Assistance Program	1,384	2,626	3,485	1,272	(2,213)	1,000	(272)	1,000	1,000	1,000	1,000
Human Resources	Life Insurance	30,855	30,358	32,448	35,939	3,491	36,000	61	36,000	36,000	36,000	36,000
Human Resources	Employee Hotline (3)	-	200	5,000	1,000	(4,000)	1,000	-	1,000	1,000	1,000	1,000
Human Resources	Safety Programs	7,620	5,177	6,000	6,000	-	6,000	-	6,000	6,000	6,000	6,000
Human Resources	Employee Functions	14,000	11,368	15,000	8,800	(6,200)	20,000	11,200	20,000	20,000	20,000	20,000
Human Resources	HR Payroll Software (4)	43,488	49,371	48,000	48,000	-	50,000	2,000	52,000	54,000	54,000	56,000
Human Resources	Consultant Services (5)	-	-	30,000	-	(30,000)	-	-	-	30,000	-	-
Human Resources	HR Housing - Expense (6)	2,825	4,598	3,350	3,350	-	5,670	2,320	5,670	5,670	5,670	5,670
Human Resources	Communications	1,398	1,791	1,335	1,335	-	1,335	-	1,335	1,335	1,335	1,335
Human Resources	Recruiting	26,443	18,358	20,000	20,000	-	20,000	-	20,000	20,000	20,000	20,000
Human Resources	Dues & Fees	6,277	6,382	6,382	6,593	211	6,600	7	6,600	6,600	6,600	6,600
Human Resources	Travel, Education & Training	13,364	892	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Human Resources	Postage & Freight	154	104	204	150	(54)	150	-	150	150	150	150
Human Resources	General Supplies & Materials	1,025	1,170	1,224	300	(924)	1,000	700	1,000	1,000	1,000	1,000
Human Resources	Business Meals	74	-	100	100	-	100	-	100	100	100	100
Human Resources	Employee Appreciation	165	167	200	200	-	200	-	200	200	200	200
Human Resources	Special Occasion Expense	485	293	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Human Resources	Books & Periodicals	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>352,818</b>	<b>327,158</b>	<b>390,805</b>	<b>359,050</b>	<b>(31,755)</b>	<b>341,381</b>	<b>(17,669)</b>	<b>345,251</b>	<b>379,132</b>	<b>351,025</b>	<b>353,629</b>

(1) 2020 increased because of PTO payouts for two employees.

(2) Continue to complete in-house drug screens when possible

(3) \$80/hr when used. Otherwise, no annual costs

(4) Yearly increase in software expenses

(5) Conducting another salary survey in 2023, 5 years from last one

(6) Factoring in continued use of VCA employee housing



**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
**Communications & Business Development**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection	
				2020 Original	Forecasted	2020 Adjustments	Proposed					2021 Adjustments
Communications & Business Development	Salaries & Wages	139,368	210,799	135,515	143,912	8,397	148,000	4,088	148,000	148,000	148,000	148,000
Communications & Business Development	Group Insurance	23,833	39,528	27,000	27,000	-	28,485	1,485	29,055	29,636	30,229	30,833
Communications & Business Development	Dependent Health Reimbursement	(529)	(2,445)	(2,000)	(2,000)	-	(2,000)	-	(2,000)	(2,000)	(2,000)	(2,000)
Communications & Business Development	PERA & Payroll Taxes	21,464	29,013	21,181	22,493	1,312	23,502	1,009	23,502	23,502	23,502	23,502
Communications & Business Development	PERA 401K	2,826	4,976	3,388	3,388	-	4,440	1,052	5,920	7,400	7,400	7,400
Communications & Business Development	Workers Compensation	124	168	194	194	-	194	-	194	194	194	194
Communications & Business Development	Other Employee Benefits	600	1,800	1,900	1,900	-	1,900	-	1,900	1,900	1,900	1,900
Communications & Business Development	Uniforms	-	856	-	-	-	-	-	-	-	-	-
Communications & Business Development	Consultant Services	8,882	1,250	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Communications & Business Development	Green Team Expense	1,199	15	-	-	-	2,420	2,420	-	-	-	-
Communications & Business Development	Green Team Compost	-	-	20,000	20,000	-	20,000	-	20,000	20,000	20,000	20,000
Communications & Business Development	Green Team Green House Gas	12,000	48,150	19,000	19,000	-	15,395	(3,605)	19,000	19,000	19,000	19,000
Communications & Business Development	Green Team Communications/Education	-	14,518	7,570	7,570	-	6,000	(1,570)	7,570	7,570	7,570	7,570
Communications & Business Development	Green Team MV Clean Up	-	2,104	1,400	1,400	-	1,400	-	1,400	1,400	1,400	1,400
Communications & Business Development	Green Team Bike to Work	-	23	30	30	-	-	(30)	30	30	30	30
Communications & Business Development	Green Team Green Lights	1,314	451	-	-	-	1,000	1,000	-	-	-	-
Communications & Business Development	Green Team Dues & Fees	-	2,000	2,000	2,000	-	3,785	1,785	2,000	2,000	2,000	2,000
Communications & Business Development	Farm to Community Initiative (1)	23,245	33,714	40,000	72,000	32,000	60,000	(12,000)	60,000	60,000	60,000	60,000
Communications & Business Development	Facility Rent	300	3,000	-	-	-	-	-	-	-	-	-
Communications & Business Development	Dues & Fees	1,591	5,133	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Communications & Business Development	Travel, Education & Training (2)	6,645	8,373	3,000	3,000	-	7,000	4,000	7,000	7,000	7,000	7,000
Communications & Business Development	Live Video Streaming	16,004	13,663	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
Communications & Business Development	Marketing-Business	60,208	4,621	-	-	-	-	-	-	-	-	-
Communications & Business Development	Marketing-Business Development	495	3,988	27,000	18,000	(9,000)	18,000	-	18,000	18,000	18,000	18,000
Communications & Business Development	Print Collateral	-	10,575	-	6,000	6,000	6,000	-	6,000	6,000	6,000	6,000
Communications & Business Development	Marketing-Software	873	10,024	5,000	7,000	2,000	7,000	-	7,000	7,000	7,000	7,000
Communications & Business Development	Marketing-Design	11,903	10,890	6,000	6,000	-	6,000	-	6,000	6,000	6,000	6,000
Communications & Business Development	Marketing-Public Relations	-	434	-	-	-	-	-	-	-	-	-
Communications & Business Development	Marketing-Video	2,500	6,000	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Communications & Business Development	Postage & Freight	54	349	500	500	-	500	-	500	500	500	500
Communications & Business Development	Surveys	-	-	-	-	-	-	-	-	-	-	-
Communications & Business Development	Photos	5,108	3,590	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Communications & Business Development	General Supplies & Materials	2,722	7,262	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Communications & Business Development	Business Meals	1,438	1,549	400	400	-	400	-	400	400	400	400
Communications & Business Development	Employee Appreciation	208	387	200	200	-	200	-	200	200	200	200
Communications & Business Development	COVID-19 Related Expenses	-	-	-	-	-	-	-	-	-	-	-
Communications & Business Development	BDAC Stimulus (3)	-	-	-	470,000	470,000	100,000	(370,000)	-	-	-	-
Communications & Business Development	Books & Periodicals	213	282	-	-	-	-	-	-	-	-	-
Communications & Business Development	Communications - Phone	2,150	2,898	2,872	2,872	-	2,872	-	2,872	2,872	2,872	2,872
Communications & Business Development	Website Hosting	5,626	6,840	3,500	4,500	1,000	4,500	-	4,500	4,500	4,500	4,500
Communications & Business Development	Website Management	35,243	33,398	17,000	17,000	-	17,000	-	17,000	17,000	17,000	17,000
Communications & Business Development	E-Mail Communication	16,217	12,184	8,000	5,000	(3,000)	5,000	-	5,000	5,000	5,000	5,000
Communications & Business Development	Print Advertising (4)	18,158	21,586	9,000	9,000	-	11,500	2,500	11,500	11,500	11,500	11,500
Communications & Business Development	Promo Items/Info	-	1,025	950	950	-	950	-	950	950	950	950
Communications & Business Development	Special Events Marketing	-	4,250	2,000	3,000	1,000	3,000	-	3,000	3,000	3,000	3,000
Communications & Business Development	Broadcast Programming	-	-	1,200	1,200	-	1,200	-	1,200	1,200	1,200	1,200
Communications & Business Development	Online Advertising	583	5,400	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Communications & Business Development	Social Media	3,854	7,036	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
<b>Total</b>		<b>426,418</b>	<b>571,659</b>	<b>397,300</b>	<b>907,010</b>	<b>509,710</b>	<b>539,144</b>	<b>(367,866)</b>	<b>441,193</b>	<b>443,254</b>	<b>443,847</b>	<b>444,452</b>

- (1) Funds were increased in 2020 to serve 85 families, for 23 weeks. This adjusted amount also accounts for the \$8000 received from grant funding. In 2021, funds will reduce to the original scope of serving 70 families for 14 weeks.  
(2) An additional \$4,000 annually for University of Colorado Denver Masters of Public Relations program, taking one class a semester  
(3) In preparation for economic hardships continuing into 2021, a business relief fund will be available for any BDAC initiatives Town Council approves.  
(4) This upcoming year is an election year we will increase advertising costs for election and open seats.

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Municipal Court**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Municipal Court	Salaries & Wages	18,281	18,713	18,951	18,951	-	18,951	-	18,951	18,951	18,951	
Municipal Court	Group Insurance	3,109	3,144	3,376	3,376	-	3,562	186	3,633	3,706	3,780	
Municipal Court	Dependent Health Reimbursement	(267)	(181)	(348)	(348)	-	(348)	-	(348)	(348)	(348)	
Municipal Court	PERA & Payroll Taxes	2,769	2,864	2,962	2,962	-	3,009	47	3,009	3,009	3,009	
Municipal Court	PERA 401K	1,102	1,124	1,166	1,166	-	1,166	-	1,166	1,166	1,166	
Municipal Court	Workers Compensation	78	68	160	160	-	160	-	160	160	160	
Municipal Court	Other Employee Benefits	1,549	1,595	2,009	2,009	-	2,475	466	2,475	2,475	2,475	
Municipal Court	Equipment Rental	1,074	1,094	1,500	1,500	-	1,500	-	1,500	1,500	1,500	
Municipal Court	Communications	492	440	484	484	-	500	16	500	500	500	
Municipal Court	Dues & Fees	40	60	80	80	-	80	-	80	80	80	
Municipal Court	Travel, Education & Training	682	856	2,100	200	(1,900)	2,100	1,900	2,100	2,100	2,100	
Municipal Court	Postage & Freight	7	-	100	100	-	100	-	100	100	100	
Municipal Court	General Supplies & Material	1,066	1,304	1,000	1,000	-	1,000	-	1,000	1,000	1,000	
Municipal Court	Employee Appreciation	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>29,981</b>	<b>31,080</b>	<b>33,539</b>	<b>31,639</b>	<b>(1,900)</b>	<b>34,254</b>	<b>2,615</b>	<b>34,326</b>	<b>34,399</b>	<b>34,473</b>	<b>34,548</b>

**Community Services**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Community Services	Salaries & Wages	30,081	32,979	33,258	33,258	-	33,258	-	33,258	33,258	33,258	
Community Services	Group Insurance	8,706	8,804	9,450	9,450	-	9,970	520	10,169	10,373	10,580	
Community Services	Dependent Health Reimbursement	(432)	(253)	-	-	-	-	-	-	-	-	
Community Services	PERA & Payroll Taxes	4,764	5,111	5,198	5,198	-	5,281	83	5,281	5,281	5,281	
Community Services	PERA 401K	472	873	399	399	-	399	-	399	399	399	
Community Services	Workers Compensation	563	691	938	938	-	938	-	938	938	938	
Community Services	Other Employee Benefits	140	630	620	620	-	770	150	770	770	770	
Community Services	Uniforms	1,136	251	1,000	1,000	-	1,000	-	1,000	1,000	1,000	
Community Services	Vehicle Repairs & Maintenance	99	12	800	800	-	800	-	800	800	800	
Community Services	Communications-Cell Phone	630	610	650	650	-	650	-	650	650	650	
Community Services	Travel, Education & Training	987	797	2,000	-	(2,000)	2,000	2,000	2,000	2,000	2,000	
Community Services	General Supplies	1,657	1,043	1,000	1,000	-	1,000	-	1,000	1,000	1,000	
Community Services	Animal Control	120	85	200	200	-	200	-	200	200	200	
Community Services	Employee Appreciation	150	200	200	200	-	200	-	200	200	200	
Community Services	Utilities - Gasoline	2,945	2,275	3,144	3,144	-	3,144	-	3,144	3,144	3,144	
<b>Total</b>		<b>52,017</b>	<b>54,109</b>	<b>58,856</b>	<b>56,856</b>	<b>(2,000)</b>	<b>59,609</b>	<b>2,753</b>	<b>59,809</b>	<b>60,012</b>	<b>60,219</b>	<b>60,431</b>

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Police Department**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Police Department	Salaries & Wages	429,717	509,101	525,976	525,976	-	525,976	-	525,976	525,976	525,976	525,976
Police Department	Housing Allowance	66,489	61,252	75,975	75,975	-	75,975	-	75,975	75,975	75,975	75,975
Police Department	Group Insurance	76,687	89,069	104,737	104,737	-	110,498	5,761	112,708	114,962	117,261	119,606
Police Department	Dependent Health Reimbursement	(3,694)	(4,052)	(9,272)	(9,272)	-	(9,272)	-	(9,272)	(9,272)	(9,272)	(9,272)
Police Department	FPPA/PERA Pensions & Medicare	65,187	78,265	82,210	82,210	-	83,525	1,315	83,525	83,525	83,525	83,525
Police Department	Death & Disability Insurance	7,770	10,337	9,991	9,991	-	9,991	-	9,991	9,991	9,991	9,991
Police Department	PERA 401K & FPPA 457	16,498	18,650	27,094	27,094	-	27,094	-	27,094	27,094	27,094	27,094
Police Department	Workers Compensation	9,325	7,778	18,576	18,576	-	18,576	-	18,576	18,576	18,576	18,576
Police Department	Other Employee Benefits	1,550	6,975	6,936	6,936	-	8,525	1,589	8,525	8,525	8,525	8,525
Police Department	Janitorial/Trash Removal (1)	4,400	5,500	5,400	5,400	-	5,508	108	5,508	5,508	5,508	5,508
Police Department	Repair & Maintenance	110	5,000	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance (9)	10,185	10,372	8,000	8,000	-	8,000	-	8,000	8,000	8,000	8,000
Police Department	Repairs & Maintenance-Equipment	884	92	500	500	-	500	-	500	500	500	500
Police Department	Camera Repair & Maintenance (2)	12,411	13,801	13,000	13,000	-	10,000	(3,000)	5,000	5,000	5,000	5,000
Police Department	Rental-Equipment	1,074	1,094	1,622	1,622	-	1,622	-	1,622	1,622	1,622	1,622
Police Department	Facility Expenses (3)	4,284	3,586	9,800	6,300	(3,500)	9,800	3,500	6,300	6,300	6,300	6,300
Police Department	Communications	2,640	3,861	2,900	2,900	-	2,900	-	2,900	2,900	2,900	2,900
Police Department	Communications-Cell Phone	6,141	6,201	6,200	6,200	-	6,200	-	6,200	6,200	6,200	6,200
Police Department	Phone Equipment	-	52	100	100	-	100	-	100	100	100	100
Police Department	Dispatch (4)	66,503	73,889	70,000	70,000	-	72,000	2,000	74,160	76,385	78,676	81,037
Police Department	Dues & Fees	898	653	900	900	-	800	(100)	800	800	800	800
Police Department	Travel, Education & Training	7,447	9,693	8,500	8,500	-	8,500	-	8,500	8,500	8,500	8,500
Police Department	Emergency Medical Services	372	810	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Police Department	Contract Labor (5)	-	105	7,200	2,000	(5,200)	2,000	-	2,000	2,000	2,000	2,000
Police Department	Investigation (6)	3,757	730	-	-	-	-	-	-	-	-	-
Police Department	Evidence Processing	1,198	2,037	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Police Department	Medical Clearance	600	400	1,250	1,250	-	1,250	-	1,250	1,250	1,250	1,250
Police Department	Postage & Freight	503	159	400	400	-	400	-	400	400	400	400
Police Department	Bank Fees - Credit Card Fees	587	702	700	700	-	700	-	700	700	700	700
Police Department	General Supplies & Material	5,817	3,076	6,200	6,200	-	6,200	-	6,200	6,200	6,200	6,200
Police Department	Uniforms	2,950	1,915	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Police Department	Uniforms-Officer Equip	958	431	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Police Department	Vehicle Equipment	-	534	-	-	-	-	-	-	-	-	-
Police Department	Evidence Supplies	636	-	350	350	-	350	-	350	350	350	350
Police Department	Firearms-Ammo, Repair & Maintenance (7)	2,928	3,586	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Police Department	Materials/Working Supplies	-	45	225	225	-	225	-	225	225	225	225
Police Department	Intoxilizer-Supplies	330	109	700	700	-	500	(200)	500	500	500	500
Police Department	Detoxification	650	-	2,000	2,000	-	1,000	(1,000)	1,000	1,000	1,000	1,000
Police Department	Parking Expenses	-	-	250	250	-	250	-	250	250	250	250
Police Department	Business Meals	315	395	500	500	-	500	-	500	500	500	500
Police Department	Employee Appreciation	738	320	800	800	-	800	-	800	800	800	800
Police Department	Books & Periodicals (8)	6,237	6,875	7,250	7,250	-	7,250	-	7,250	7,250	7,250	7,250
Police Department	SMC Juvenile Diversion	10,000	10,000	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
Police Department	Utilities - Natural Gas	1,501	2,970	1,561	1,561	-	1,561	-	1,561	1,561	1,561	1,561
Police Department	Utilities - Electricity	4,475	3,241	4,550	4,550	-	4,550	-	4,550	4,550	4,550	4,550
Police Department	Utilities - Gasoline	7,471	7,458	9,380	9,380	-	9,380	-	9,380	9,380	9,380	9,380
<b>Total</b>		<b>838,532</b>	<b>957,066</b>	<b>1,031,462</b>	<b>1,022,762</b>	<b>(8,700)</b>	<b>1,032,734</b>	<b>9,972</b>	<b>1,028,604</b>	<b>1,033,083</b>	<b>1,037,674</b>	<b>1,042,380</b>

- (1) Increase in cleaning service fees plus two carpet cleanings per year
- (2) Upgrade of police department surveillance and interview room (2019). Ongoing maintenance of cameras on gondola system and plazas
- (3) 2021 repaint interior of PD.
- (4) MVPD % of calls (three year average) through West CO (2019) 5.5% , (2020) 3.6%
- (5) Remote data entry for RMS (1/2 year for 2019 full year for 2020)
- (6) Investigation Highland Way residence (2018)
- (7) 2018 - POST grant 2018-\$1346, 2019-\$1,480, 2020-\$1,386
- (8) Includes Lexipol subscription (policy & procedure manual) including updates and daily training bulletins

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

*Police Department*

Worksheet  
(9) 2019 patrol car crash repairs

Account Name

Actuals 2018	Actuals 2019	2020 Original	2020 Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
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**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Grants & Contributions**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2020		2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments					
Grants and Contributions	Telluride Foundation Fee	8,850	8,363	9,140	9,793	653	7,838	(1,956)	7,433	7,433	7,433	7,433	
Grants and Contributions	San Miguel Resource Center	20,000	20,000	18,000	18,000	-	18,000	-	-	-	-	-	
Grants and Contributions	Ah Haa School for the Arts	-	5,000	5,000	5,000	-	5,000	-	-	-	-	-	
Grants and Contributions	One To One	5,000	8,000	8,000	8,000	-	9,000	1,000	-	-	-	-	
Grants and Contributions	Telluride Humane Society	-	-	4,000	4,000	-	-	(4,000)	-	-	-	-	
Grants and Contributions	Watershed Education Program	3,000	3,000	3,000	3,000	-	-	(3,000)	-	-	-	-	
Grants and Contributions	T-Ride Ski & Snowboard Club	5,000	5,000	7,500	7,500	-	7,000	(500)	-	-	-	-	
Grants and Contributions	KOTO	-	4,000	7,500	7,500	-	5,000	(2,500)	-	-	-	-	
Grants and Contributions	True North	7,500	10,000	12,500	12,500	-	12,000	(500)	-	-	-	-	
Grants and Contributions	Telluride TV	10,000	10,000	7,500	7,500	-	-	(7,500)	-	-	-	-	
Grants and Contributions	Center for Mental Health	-	7,500	7,500	7,500	-	7,500	-	-	-	-	-	
Grants and Contributions	Tri County Health Network	30,000	-	12,077	12,077	-	10,000	(2,077)	-	-	-	-	
Grants and Contributions	Telluride Nordic Association	-	-	-	-	-	4,000	-	-	-	-	-	
Grants and Contributions	Friends of Colorado Avalanche Info Center	-	-	-	-	-	3,000	3,000	-	-	-	-	
Grants and Contributions	Telluride Institute	-	-	4,000	4,000	-	5,000	1,000	-	-	-	-	
Grants and Contributions	Telluride Mountain Club	-	10,000	-	-	-	5,000	5,000	-	-	-	-	
Grants and Contributions	Miscellaneous Contributions (1)	-	5,000	-	-	-	-	-	99,100	99,100	99,100	99,100	
Grants and Contributions	Pinhead Institute	-	-	5,000	5,000	-	5,000	-	-	-	-	-	
Grants and Contributions	SM Sustainable Resources Coordinator	-	-	-	-	-	-	-	-	-	-	-	
Grants and Contributions	Telluride Adaptive Sports Program	8,500	9,000	9,000	9,000	-	9,000	-	-	-	-	-	
Grants and Contributions	EcoAction Partners	5,000	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>102,850</b>	<b>104,863</b>	<b>119,717</b>	<b>120,370</b>	<b>653</b>	<b>112,338</b>	<b>(12,033)</b>	<b>106,533</b>	<b>106,533</b>	<b>106,533</b>	<b>106,533</b>	

(1) 2019 - add on for a regional youth center

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Road & Bridge**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long
					Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Road & Bridge	Salaries & Wages	341,127	344,449	365,706	365,706	-	365,706	-	365,706	365,706	365,706	365,706
Road & Bridge	Offset Labor	-	(2,005)	-	-	-	-	-	-	-	-	-
Road & Bridge	Group Insurance	95,449	94,910	105,764	105,764	-	111,581	5,817	113,813	116,089	118,411	120,779
Road & Bridge	Dependent Health Reimbursement	(6,869)	(6,206)	(6,280)	(6,280)	-	(6,280)	-	(6,280)	(6,280)	(6,280)	(6,280)
Road & Bridge	PERA & Payroll Taxes	52,349	52,267	57,160	57,160	-	58,074	914	58,074	58,074	58,074	58,074
Road & Bridge	PERA 401K	14,515	15,574	17,985	17,985	-	17,985	-	17,985	17,985	17,985	17,985
Road & Bridge	Workers Compensation	9,858	10,827	14,884	14,884	-	14,884	-	14,884	14,884	14,884	14,884
Road & Bridge	Other Employee Benefits	1,400	6,597	6,709	6,709	-	8,063	1,354	8,063	8,063	8,063	8,063
Road & Bridge	Uniforms	1,166	1,249	1,200	1,200	-	1,200	-	1,200	1,200	1,200	1,200
Road & Bridge	Janitorial/Trash Removal	1,430	1,790	1,800	1,800	-	1,800	-	1,800	1,800	1,800	1,800
Road & Bridge	Vehicle Repair & Maintenance	30,060	30,496	45,966	60,000	14,034	45,000	(15,000)	45,000	45,000	45,000	45,000
Road & Bridge	Facility Expenses	834	1,025	730	1,500	770	750	(750)	750	750	750	750
Road & Bridge	Communications	3,301	2,868	3,500	3,500	-	3,500	-	3,500	3,500	3,500	3,500
Road & Bridge	Public Noticing	385	314	500	500	-	500	-	500	500	500	500
Road & Bridge	Dues, Fees & Licenses	234	268	250	250	-	250	-	250	250	250	250
Road & Bridge	Travel, Education, Training	2,412	1,688	2,260	-	(2,260)	1,500	1,500	1,500	1,500	1,500	1,500
Road & Bridge	Contract Labor	1,520	6,143	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Road & Bridge	Paving Repair	394,718	395,848	400,000	150,000	(250,000)	400,000	250,000	400,000	400,000	400,000	400,000
Road & Bridge	Striping	12,036	11,451	12,480	12,480	-	15,000	2,520	15,000	15,000	15,000	15,000
Road & Bridge	Guardrail Repair	6,500	15,722	500	500	-	2,000	1,500	2,000	2,000	2,000	2,000
Road & Bridge	Bridge Repair & Maintenance	-	4,170	18,000	10,000	(8,000)	10,000	-	10,000	10,000	10,000	10,000
Road & Bridge	Postage & Freight	-	42	100	100	-	100	-	100	100	100	100
Road & Bridge	General Supplies & Materials	7,254	8,252	7,972	7,972	-	7,972	-	7,972	7,972	7,972	7,972
Road & Bridge	Supplies - Office	1,533	1,287	1,406	1,406	-	1,406	-	1,406	1,406	1,406	1,406
Road & Bridge	Supplies - Sand / Deicer	22,748	31,018	25,000	25,000	-	25,000	-	25,000	25,000	25,000	25,000
Road & Bridge	Supplies - Signs & Safety	11,545	6,325	8,000	8,000	-	8,000	-	8,000	8,000	8,000	8,000
Road & Bridge	Gen Supplies - CAD	250	-	-	-	-	-	-	-	-	-	-
Road & Bridge	Business Meals	39	33	200	-	(200)	200	200	200	200	200	200
Road & Bridge	Employee Appreciation	803	863	733	733	-	733	-	733	733	733	733
Road & Bridge	COVID-19 Related Expenses	-	-	-	500	500	-	(500)	-	-	-	-
Road & Bridge	Utilities - Electricity	1,116	860	1,574	1,574	-	1,574	-	1,574	1,574	1,574	1,574
Road & Bridge	Utilities - Gasoline	25,437	39,599	35,150	35,150	-	35,150	-	35,150	35,150	35,150	35,150
<b>Total</b>		<b>1,033,147</b>	<b>1,077,722</b>	<b>1,134,249</b>	<b>889,093</b>	<b>(245,156)</b>	<b>1,136,648</b>	<b>247,555</b>	<b>1,138,880</b>	<b>1,141,156</b>	<b>1,143,478</b>	<b>1,145,846</b>

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Vehicle Maintenance**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
Vehicle Maintenance	Salaries & Wages	249,806	238,018	257,749	257,749	-	257,749	-	257,749	257,749	257,749	257,749
Vehicle Maintenance	Offset Labor	(245)	(140)	-	-	-	-	-	-	-	-	-
Vehicle Maintenance	Group Insurance	50,766	50,309	54,000	54,000	-	56,970	2,970	58,109	59,272	60,457	61,666
Vehicle Maintenance	Dependent Health Reimbursement	(4,341)	(4,333)	(4,839)	(4,839)	-	(4,839)	-	(4,839)	(4,839)	(4,839)	(4,839)
Vehicle Maintenance	PERA & Payroll Taxes	38,149	35,924	40,286	40,286	-	40,930	644	40,930	40,930	40,930	40,930
Vehicle Maintenance	PERA 401K	18,619	17,195	20,878	20,878	-	20,878	-	20,878	20,878	20,878	20,878
Vehicle Maintenance	Workers Compensation	3,321	3,531	5,513	5,513	-	5,513	-	5,513	5,513	5,513	5,513
Vehicle Maintenance	Other Employee Benefits	800	4,095	4,475	4,475	-	5,500	1,025	5,500	5,500	5,500	5,500
Vehicle Maintenance	Uniforms	617	591	600	600	-	600	-	600	600	600	600
Vehicle Maintenance	Janitorial/Trash Removal	6,591	7,381	7,500	7,500	-	7,500	-	7,500	7,500	7,500	7,500
Vehicle Maintenance	Vehicle Repair & Maintenance	2,301	1,125	2,250	2,250	-	2,250	-	2,250	2,250	2,250	2,250
Vehicle Maintenance	Facility Expense (1)	349	13,289	500	500	-	500	-	500	500	500	500
Vehicle Maintenance	Communications	1,486	1,496	1,365	1,365	-	1,365	-	1,365	1,365	1,365	1,365
Vehicle Maintenance	Dues, Fees, Licenses	325	-	200	200	-	200	-	200	200	200	200
Vehicle Maintenance	Dues & Fees, Fuel Depot	666	1,106	675	800	125	800	-	800	800	800	800
Vehicle Maintenance	Travel, Education, Training	1,846	2,839	2,500	-	(2,500)	2,500	2,500	2,500	2,500	2,500	2,500
Vehicle Maintenance	Postage & Freight	-	50	100	100	-	100	-	100	100	100	100
Vehicle Maintenance	Trash / Waste Removal	6,528	6,403	5,500	5,500	-	5,500	-	5,500	5,500	5,500	5,500
Vehicle Maintenance	General Supplies & Materials	19,935	22,972	26,000	26,000	-	26,000	-	26,000	26,000	26,000	26,000
Vehicle Maintenance	Supplies - Office	285	55	300	300	-	300	-	300	300	300	300
Vehicle Maintenance	Supplies - Building Maintenance	109	509	1,000	500	(500)	1,000	500	1,000	1,000	1,000	1,000
Vehicle Maintenance	Safety Supplies	512	909	800	800	-	800	-	800	800	800	800
Vehicle Maintenance	Supplies - Fuel Depot (2)	2,768	16,251	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Vehicle Maintenance	Employee Appreciation	519	546	450	450	-	450	-	450	450	450	450
Vehicle Maintenance	Utilities - Natural Gas	2,401	2,958	4,352	4,352	-	4,352	-	4,352	4,352	4,352	4,352
Vehicle Maintenance	Utilities - Electricity	5,597	5,421	8,421	8,421	-	8,421	-	8,421	8,421	8,421	8,421
Vehicle Maintenance	Utilities - Gasoline	3,726	2,995	4,000	4,000	-	4,000	-	4,000	4,000	4,000	4,000
Vehicle Maintenance	Utilities - Oil Depot	9,830	9,339	12,296	12,296	-	12,296	-	12,296	12,296	12,296	12,296
<b>Total</b>		<b>423,267</b>	<b>440,836</b>	<b>459,870</b>	<b>456,995</b>	<b>(2,875)</b>	<b>464,634</b>	<b>7,639</b>	<b>465,774</b>	<b>466,936</b>	<b>468,121</b>	<b>469,330</b>

(1) Replace damaged electric line 2019

(2) Replace Gasboy fuel depot system old system not supported, replaced with Fuel Master

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Municipal Bus (2)**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
Municipal Bus	Salaries & Wages	234,933	256,215	271,095	291,095	20,000	236,793	(54,302)	236,793	236,793	236,793	236,793
Municipal Bus	Seasonal Bonus	457	-	-	-	-	-	-	-	-	-	-
Municipal Bus	Housing Allowance	-	-	-	-	-	-	-	-	-	-	-
Municipal Bus	Offset Labor	(172,907)	(181,874)	(182,238)	(160,000)	22,238	(182,238)	(22,238)	(182,238)	(182,238)	(182,238)	(182,238)
Municipal Bus	Group Insurance	60,567	61,251	65,880	65,880	-	56,685	(9,195)	57,819	58,975	60,155	61,358
Municipal Bus	Dependent Health Reimbursement	(2,721)	(2,183)	(2,628)	(2,628)	-	(2,628)	-	(2,628)	(2,628)	(2,628)	(2,628)
Municipal Bus	PERA & Taxes	36,366	38,759	42,372	46,226	3,854	37,603	(8,623)	37,603	37,603	37,603	37,603
Municipal Bus	Retirement Benefits 401K	10,382	12,032	14,910	14,910	-	12,910	(2,000)	12,910	12,910	12,910	12,910
Municipal Bus	Workers Compensation	2,436	5,407	4,020	4,020	-	4,020	-	4,020	4,020	4,020	4,020
Municipal Bus	Other Employee Benefits	1,820	4,140	3,580	3,580	-	5,060	1,480	5,060	5,060	5,060	5,060
Municipal Bus	Janitorial/Trash Removal	1,430	1,790	1,560	1,660	100	1,660	-	1,660	1,660	1,660	1,660
Municipal Bus	Vehicle Repair & Maintenance	13,554	17,392	10,000	15,000	5,000	12,500	(2,500)	12,500	12,500	12,500	12,500
Municipal Bus	Facility Expenses	1,196	1,166	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Municipal Bus	Communications	1,865	1,939	3,500	2,000	(1,500)	2,000	-	2,000	2,000	2,000	2,000
Municipal Bus	Dues, Fees, Licenses	-	-	325	325	-	325	-	325	325	325	325
Municipal Bus	Travel, Education, Training	40	-	750	750	-	750	-	750	750	750	750
Municipal Bus	Postage & Freight	68	32	-	-	-	-	-	-	-	-	-
Municipal Bus	General Supplies & Materials (1)	521	2,014	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Municipal Bus	Supplies-Uniforms	-	-	2,000	1,000	(1,000)	1,000	-	1,000	1,000	1,000	1,000
Municipal Bus	Operating Incidents	841	-	2,000	1,000	(1,000)	1,000	-	1,000	1,000	1,000	1,000
Municipal Bus	Business Meals	56	445	700	250	(450)	500	250	500	500	500	500
Municipal Bus	Employee Appreciation	-	-	450	450	-	450	-	450	450	450	450
Municipal Bus	COVID-19 Related Expenses	-	-	-	1,200	1,200	1,200	-	1,200	1,200	1,200	1,200
Municipal Bus	Utilities - Natural Gas	254	502	600	600	-	600	-	600	600	600	600
Municipal Bus	Utilities - Electricity	716	502	2,000	1,000	(1,000)	1,000	-	1,000	1,000	1,000	1,000
Municipal Bus	Utilities - Gasoline	23,468	22,386	29,805	24,805	(5,000)	20,000	(4,805)	20,000	20,000	20,000	20,000
Municipal Bus	SMART Contribution (2)	-	-	-	-	-	-	-	-	-	-	-
Municipal Bus	Internet Services	2,137	2,137	2,250	2,250	-	2,250	-	2,250	2,250	2,250	2,250
<b>Total</b>		<b>217,479</b>	<b>244,051</b>	<b>277,932</b>	<b>320,374</b>	<b>42,442</b>	<b>218,440</b>	<b>(101,934)</b>	<b>219,574</b>	<b>220,731</b>	<b>221,910</b>	<b>223,113</b>

(1) \$20K overage due to gondola shutdown early in March and late opening for summer season. Overage will be offset by TMVOA \$56K and reflected in general fund revenues.

(2) The SMART contribution for 2019 and going forward is a hourly rate charged for shoulder season bus service between Mountain Village and Telluride. Net expenses for the Municipal Bus Service are not reflected in the budget spreadsheet. Charges billed SMART are reflected in general fund revenues. Net expenses equal expenses charged to Fund 110, Department 5511 less charges billed to SMART.

**Employee Shuttle (3)**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
Employee Shuttle	Salaries And Wages - Admin	11,590	12,295	12,569	13,660	1,091	13,660	-	13,660	13,660	13,660	13,660
Employee Shuttle	Group Insurance	2,487	2,515	2,552	2,552	-	2,692	140	2,746	2,801	2,857	2,914
Employee Shuttle	PERA & Payroll Taxes	1,831	1,869	1,965	2,169	205	2,169	-	2,169	2,169	2,169	2,169
Employee Shuttle	Workers Compensation	268	160	170	192	22	192	-	195	195	195	195
Employee Shuttle	Other Employee Benefits	40	180	180	180	-	220	40	220	220	220	220
Employee Shuttle	Agency Compliance	490	730	550	550	-	550	-	550	550	550	550
Employee Shuttle	Vehicle Repair & Maintenance	25,644	5,124	20,000	20,000	-	20,000	-	20,000	20,000	20,000	20,000
Employee Shuttle	Dues & Fees	96	-	-	-	-	-	-	-	-	-	-
Employee Shuttle	General Supplies & Materials	292	586	500	500	-	500	-	500	500	500	500
Employee Shuttle	Utilities - Gasoline	29,621	25,643	50,128	25,000	(25,128)	40,000	15,000	40,000	40,000	40,000	40,000
<b>Total</b>		<b>72,359</b>	<b>49,102</b>	<b>88,614</b>	<b>64,803</b>	<b>(23,811)</b>	<b>79,984</b>	<b>15,180</b>	<b>80,040</b>	<b>80,095</b>	<b>80,151</b>	<b>80,209</b>

(3) The employee shuttle expenditures (netted against revenues) are funded by SMART and are recognized as intergovernmental revenues.



**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Parks & Recreation**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long
					Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Parks & Recreation	Salaries & Wages	239,505	212,099	206,441	170,000	(36,441)	206,441	36,441	206,441	206,441	206,441	206,441
Parks & Recreation	Seasonal Bonus	3,076	1,039	2,000	-	(2,000)	-	-	-	-	-	-
Parks & Recreation	Offset Labor	-	(13,770)	(5,000)	(10,233)	(5,233)	(5,000)	5,233	(5,000)	(5,000)	(5,000)	(5,000)
Parks & Recreation	Group Insurance	53,478	54,082	58,050	58,050	-	61,243	3,193	62,468	63,717	64,991	66,291
Parks & Recreation	Dependent Health Reimbursement	(5,723)	(5,705)	(5,200)	(5,200)	-	(5,200)	-	(5,200)	(5,200)	(5,200)	(5,200)
Parks & Recreation	PERA & Payroll Taxes	36,082	31,688	32,267	26,996	(5,271)	32,783	5,787	32,783	32,783	32,783	32,783
Parks & Recreation	PERA 401K	8,823	9,185	10,140	8,000	(2,140)	8,000	-	8,000	8,000	8,000	8,000
Parks & Recreation	Workers Compensation	8,762	2,416	5,000	1,000	(4,000)	5,000	4,000	5,000	5,000	5,000	5,000
Parks & Recreation	Other Employee Benefits	957	3,870	5,862	5,862	-	5,830	(32)	5,830	5,830	5,830	5,830
Parks & Recreation	Uniforms	1,964	2,054	2,000	1,000	(1,000)	2,000	1,000	2,000	2,000	2,000	2,000
Parks & Recreation	Consultant Services	20,000	3,640	-	-	-	-	-	-	-	-	-
Parks & Recreation	Weed Control	770	-	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Parks & Recreation	Repair & Maintenance	689	-	-	-	-	-	-	-	-	-	-
Parks & Recreation	Vehicle Repair & Maintenance	6,769	3,975	7,500	5,000	(2,500)	7,500	2,500	7,500	7,500	7,500	7,500
Parks & Recreation	Equipment Rental	-	-	-	-	-	-	-	-	-	-	-
Parks & Recreation	Facility Expense	143	110	2,500	1,000	(1,500)	2,500	1,500	2,500	2,500	2,500	2,500
Parks & Recreation	Communications	1,829	1,909	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Parks & Recreation	Dues & Fees	299	250	260	260	-	260	-	260	260	260	260
Parks & Recreation	Hotel Madeline HOA Dues	6,492	7,108	-	-	-	-	-	-	-	-	-
Parks & Recreation	Hotel Madeline Shared Facility Expense	43,747	43,131	53,500	61,000	7,500	65,000	4,000	65,000	65,000	65,000	65,000
Parks & Recreation	Travel, Education & Conference	2,426	3,484	3,500	-	(3,500)	3,500	3,500	3,500	3,500	3,500	3,500
Parks & Recreation	Contract Labor	-	6,263	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Parks & Recreation	Striping	880	880	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Parks & Recreation	Postage And Freight	-	-	200	200	-	200	-	200	200	200	200
Parks & Recreation	General Supplies & Materials	1,979	3,632	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Parks & Recreation	Trail Maintenance Materials (1)	11,149	6,374	60,000	25,000	(35,000)	25,000	-	10,000	10,000	10,000	10,000
Parks & Recreation	Trail Materials - Dog Stations	370	440	250	1,500	1,250	500	(1,000)	500	500	500	500
Parks & Recreation	Business Meals	493	231	655	200	(455)	200	-	200	200	200	200
Parks & Recreation	Employee Appreciation	186	173	300	300	-	300	-	300	300	300	300
Parks & Recreation	Utilities - Natural Gas	1,880	2,356	2,928	2,928	-	2,928	-	2,928	2,928	2,928	2,928
Parks & Recreation	Utilities - Electricity	1,021	798	1,654	1,654	-	1,654	-	1,654	1,654	1,654	1,654
Parks & Recreation	Utilities - Gasoline	5,904	8,046	7,500	6,000	(1,500)	6,000	-	6,000	6,000	6,000	6,000
Parks & Recreation	Open Space - Playgrounds	944	-	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Parks & Recreation	Boulder Activity	-	250	500	500	-	500	-	500	500	500	500
Parks & Recreation	Frisbee Golf Activity	66	100	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Parks & Recreation	Platform Tennis Courts (2)	223	6,038	17,500	7,500	(10,000)	12,500	5,000	2,500	2,500	2,500	2,500
Parks & Recreation	Nordic Trails & Grooming	4,445	599	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Parks & Recreation	Ice Rink Expenses Lot 50/51	12,191	10,505	17,500	12,500	(5,000)	15,000	2,500	15,000	15,000	15,000	15,000
Parks & Recreation	Ice Rink - Lot 50/51 Electric	24,636	18,365	26,270	20,000	(6,270)	25,000	5,000	25,000	25,000	25,000	25,000
Parks & Recreation	Zamboni Room - Natural Gas	12,240	5,305	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
Parks & Recreation	Bike Park Expenses	3,142	-	-	-	-	-	-	-	-	-	-
Parks & Recreation	Wayfinding	-	1,747	-	-	-	-	-	-	-	-	-
Parks & Recreation	Contribution USFS Ranger	25,000	25,000	25,000	25,000	-	-	(25,000)	-	-	-	-
<b>Total</b>		<b>536,834</b>	<b>457,666</b>	<b>573,576</b>	<b>460,517</b>	<b>(113,059)</b>	<b>514,139</b>	<b>53,622</b>	<b>490,363</b>	<b>491,613</b>	<b>492,887</b>	<b>494,187</b>

(1) 2020 - \$25K plank replacement on pedestrian bridges; 2021 - \$25K plank replacement on pedestrian bridges; 2022 - \$35K plank replacement on pedestrian bridges

(2) 2020 - \$7.5K warming hut deck repairs; 2021 - \$12.5K court resurfacing

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Plaza & Trash Services**

Worksheet	Account Name	Actuals		2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
		2018	2019	Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Plaza Services	Salaries & Wages	487,360	483,775	533,265	503,265	(30,000)	501,373	(1,892)	501,373	501,373	501,373	501,373
Plaza Services	Seasonal Bonus	2,057	1,485	-	-	-	-	-	-	-	-	-
Plaza Services	Offset Labor	(245)	-	-	-	-	-	-	-	-	-	-
Plaza Services	Group Insurance	124,743	119,435	136,540	136,540	-	144,050	7,510	146,931	149,869	152,867	155,924
Plaza Services	Dependent Health Reimbursement	(3,636)	(3,861)	(3,426)	(3,426)	-	(3,426)	-	(3,426)	(3,426)	(3,426)	(3,426)
Plaza Services	PERA & Payroll Taxes	75,213	73,852	83,349	79,918	(3,431)	79,618	(300)	79,618	79,618	79,618	79,618
Plaza Services	PERA 401K	20,090	20,015	24,933	24,933	-	24,933	-	24,933	24,933	24,933	24,933
Plaza Services	Workers Compensation	19,453	19,678	23,781	23,781	-	23,781	-	23,781	23,781	23,781	23,781
Plaza Services	Other Employee Benefits	2,165	9,306	10,740	10,740	-	12,683	1,943	12,683	12,683	12,683	12,683
Plaza Services	Uniforms	1,930	1,887	2,200	2,200	-	2,200	-	2,200	2,200	2,200	2,200
Plaza Services	Consultant Services	-	-	6,000	6,000	-	6,000	-	6,000	6,000	6,000	6,000
Plaza Services	Janitorial/Trash Removal (1)	26,288	33,826	32,000	32,000	-	32,000	-	32,000	32,000	32,000	32,000
Plaza Services	Vehicle Repair & Maintenance	2,285	3,979	9,262	9,262	-	9,262	-	9,262	9,262	9,262	9,262
Plaza Services	Repairs & Maintenance-Equipment	1,026	1,696	3,937	3,937	-	3,937	-	3,937	3,937	3,937	3,937
Plaza Services	R&M-Landscape, Plaza, Irrigation (2)	24,098	29,545	48,996	28,996	(20,000)	49,000	20,004	49,000	49,000	49,000	49,000
Plaza Services	Facility Expenses	6,514	4,038	5,054	5,054	-	5,054	-	5,054	5,054	5,054	5,054
Plaza Services	Communications	3,874	3,906	6,793	6,793	-	6,793	-	6,793	6,793	6,793	6,793
Plaza Services	Public Notice	-	312	302	302	-	302	-	302	302	302	302
Plaza Services	Dues & Fees	330	499	1,000	500	(500)	500	-	500	500	500	500
Plaza Services	Travel, Education & Training	2,331	2,383	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Plaza Services	Contract Labor (3)	10,725	11,313	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
Plaza Services	Weed Control	8,065	8,330	12,500	12,500	-	12,500	-	12,500	12,500	12,500	12,500
Plaza Services	Postage & Freight	-	-	210	210	-	210	-	210	210	210	210
Plaza Services	General Supplies & Materials	19,277	22,091	25,036	25,036	-	25,036	-	25,036	25,036	25,036	25,036
Plaza Services	Office Supplies	339	135	831	831	-	831	-	831	831	831	831
Plaza Services	Business Meals	-	164	200	-	(200)	200	200	200	200	200	200
Plaza Services	Employee Appreciation	852	1,020	1,063	1,063	-	1,063	-	1,063	1,063	1,063	1,063
Plaza Services	COVID-19 Related Expenses	-	-	-	30,000	30,000	20,000	(10,000)	20,000	20,000	20,000	20,000
Plaza Services	Pots & Hanging Baskets	6,817	7,092	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
Plaza Services	Paver-Planter Repair	68,604	82,510	100,000	60,000	(40,000)	100,000	40,000	100,000	100,000	100,000	100,000
Plaza Services	Plaza Beautification Non Capital	18,809	7,021	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
Plaza Services	Christmas Decorations	28,646	22,955	25,000	25,000	-	25,000	-	25,000	25,000	25,000	25,000
Plaza Services	Utilities - Water/Sewer	28,246	58,051	32,000	32,000	-	32,000	-	32,000	32,000	32,000	32,000
Plaza Services	Utilities - Natural Gas	149,132	210,809	178,972	178,972	-	178,972	-	178,972	178,972	178,972	178,972
Plaza Services	Utilities - Electricity	46,673	45,122	72,580	72,580	-	72,580	-	72,580	72,580	72,580	72,580
Plaza Services	Utilities - Gasoline	12,305	10,143	11,299	11,299	-	11,299	-	11,299	11,299	11,299	11,299
<b>Total</b>		<b>1,194,366</b>	<b>1,292,510</b>	<b>1,416,917</b>	<b>1,352,786</b>	<b>(64,131)</b>	<b>1,410,251</b>	<b>57,465</b>	<b>1,413,132</b>	<b>1,416,070</b>	<b>1,419,068</b>	<b>1,422,125</b>
Trash Services	Salaries & Wages	22,418	21,577	20,800	20,800	-	20,800	-	20,800	20,800	20,800	20,800
Trash Services	Group Insurance	3,109	3,144	3,547	3,547	-	3,742	195	3,742	3,742	3,742	3,742
Trash Services	PERA & Payroll Taxes	3,332	3,222	3,251	3,251	-	3,303	52	3,303	3,303	3,303	3,303
Trash Services	Commercial Trash Removal (1)	29,599	29,917	30,000	30,000	-	30,000	-	30,000	30,000	30,000	30,000
Trash Services	Ann. Spring Clean Up/Hazardous Waste Disposal	4,122	1,289	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Trash Services	General Supplies & Materials	2,126	2,533	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
<b>Total</b>		<b>64,707</b>	<b>61,684</b>	<b>61,098</b>	<b>61,098</b>	<b>-</b>	<b>61,345</b>	<b>247</b>	<b>61,345</b>	<b>61,345</b>	<b>61,345</b>	<b>61,345</b>

- (1) Higher number of visitors increasing the frequency of cleanings and volume of refuse.
- (2) 2020 increase - refresh the landscaping town wide as requested by community members.
- (3) Big Billies snow removal for Chondola, back flow prevention testing.

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Building & Facility Maintenance**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
Building & Facility Maintenance	Salaries & Wages	77,001	88,548	97,615	97,615	-	97,615	-	97,615	97,615	97,615	97,615
Building & Facility Maintenance	Offset Labor	-	(70)	-	-	-	-	-	-	-	-	-
Building & Facility Maintenance	Group Insurance	18,652	19,899	27,000	27,000	-	28,485	1,485	29,055	29,636	30,229	30,833
Building & Facility Maintenance	Dependent Health Reimbursement	(1,621)	(1,785)	(720)	(720)	-	(720)	-	(720)	(720)	(720)	(720)
Building & Facility Maintenance	PERA & Payroll Taxes	11,845	13,472	15,257	15,257	-	15,501	244	15,501	15,501	15,501	15,501
Building & Facility Maintenance	PERA 401K	4,529	5,362	5,042	5,042	-	5,042	-	5,042	5,042	5,042	5,042
Building & Facility Maintenance	Workers Compensation	1,235	3,133	5,733	5,733	-	5,733	-	5,733	5,733	5,733	5,733
Building & Facility Maintenance	Other Employee Benefits	400	1,800	1,800	1,800	-	2,200	400	2,200	2,200	2,200	2,200
Building & Facility Maintenance	Uniforms	412	615	500	500	-	500	-	500	500	500	500
Building & Facility Maintenance	R&M-Boilers / Snowmelt	53,083	35,783	45,000	39,000	(6,000)	45,000	6,000	45,000	45,000	45,000	45,000
Building & Facility Maintenance	Vehicle Repair & Maintenance	854	272	850	850	-	850	-	850	850	850	850
Building & Facility Maintenance	Street Light Repair & Replace	1,641	300	9,000	9,000	-	9,000	-	9,000	9,000	9,000	9,000
Building & Facility Maintenance	Facility Maintenance (1)	3,048	6,983	32,500	8,500	(24,000)	32,500	24,000	8,500	8,500	8,500	8,500
Building & Facility Maintenance	Facility Expenses - Town Hall	23,851	28,462	28,000	28,000	-	28,000	-	28,000	28,000	28,000	28,000
Building & Facility Maintenance	HVAC Maintenance - Town Hall (2)	543	1,545	15,000	5,500	(9,500)	3,500	(2,000)	3,500	5,500	3,500	3,500
Building & Facility Maintenance	Elevator Maintenance - Town Hall	3,252	2,693	4,500	3,500	(1,000)	3,500	-	3,500	3,500	3,500	3,500
Building & Facility Maintenance	Other Public Amenities	-	-	-	-	-	-	-	-	-	-	-
Building & Facility Maintenance	Communications	1,214	1,234	1,560	1,560	-	1,560	-	1,560	1,560	1,560	1,560
Building & Facility Maintenance	Dues & Fees, Licenses	-	1	-	-	-	-	-	-	-	-	-
Building & Facility Maintenance	Travel, Education & Training	-	1,847	1,500	-	(1,500)	1,500	1,500	1,500	1,500	1,500	1,500
Building & Facility Maintenance	Postage & Freight	-	-	-	-	-	-	-	-	-	-	-
Building & Facility Maintenance	General Supplies And Materials	784	2,048	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Building & Facility Maintenance	Employee Appreciation	339	293	300	300	-	300	-	300	300	300	300
Building & Facility Maintenance	Utilities - Gasoline	2,546	1,497	3,183	3,183	-	3,183	-	3,183	3,183	3,183	3,183
<b>Total</b>		<b>203,608</b>	<b>213,933</b>	<b>295,620</b>	<b>253,620</b>	<b>(42,000)</b>	<b>285,249</b>	<b>31,629</b>	<b>261,819</b>	<b>264,400</b>	<b>262,993</b>	<b>263,597</b>

(1) Town of Mountain Village Restroom flooring replacement Madeline Hotel 2021

(2) Clean air ducts tri-annually

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Housing Office**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020				2021				2022 Long	2023 Long	2024 Long	2025 Long
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Proposed	Adjustments	Term	Term	Term	Term	
Housing Office	Salaries & Wages	15,619	16,161	16,510	16,510	-	16,510	-	-	-	16,510	16,510	16,510	16,510	16,510
Housing Office	Group Insurance	1,866	1,887	2,041	2,041	-	2,153	112	-	-	2,197	2,240	2,285	2,331	2,331
Housing Office	Dependent Health Reimbursement	(326)	(325)	(542)	(325)	217	(325)	-	-	-	(325)	(325)	(325)	(325)	(325)
Housing Office	PERA & Payroll Taxes	2,319	2,401	2,580	2,580	-	2,622	41	-	-	2,622	2,622	2,622	2,622	2,622
Housing Office	PERA 401K	298	309	495	350	(145)	350	-	-	-	350	350	350	350	350
Housing Office	Workers Compensation	(176)	971	221	221	-	221	-	-	-	221	221	221	221	221
Housing Office	Other Employee Benefits	30	135	134	134	-	165	31	-	-	165	165	165	165	165
<b>Total</b>		<b>19,630</b>	<b>21,539</b>	<b>21,439</b>	<b>21,511</b>	<b>72</b>	<b>21,696</b>	<b>185</b>			<b>21,739</b>	<b>21,783</b>	<b>21,827</b>	<b>21,873</b>	<b>21,873</b>

A portion of the Planning & Development Services Director's time is allocated to the housing office.

**Planning Services**

Planning & Zoning	Salaries & Wages (1)	222,320	231,662	244,473	190,000	(54,473)	307,799	117,799	-	-	307,799	307,799	307,799	307,799	307,799
Planning & Zoning	Housing Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning & Zoning	Group Insurance	35,468	38,989	47,250	35,000	(12,250)	64,091	29,091	-	-	65,373	66,681	68,014	69,374	69,374
Planning & Zoning	Dependent Health Reimbursement	(2,378)	(3,078)	(702)	(702)	-	(702)	-	-	-	(702)	(702)	(702)	(702)	(702)
Planning & Zoning	PERA & Payroll Taxes	34,213	35,227	38,211	30,172	(8,039)	48,879	18,707	-	-	48,879	48,879	48,879	48,879	48,879
Planning & Zoning	PERA 401K	7,708	5,785	12,224	6,000	(6,224)	7,000	1,000	-	-	8,000	8,000	8,000	8,000	8,000
Planning & Zoning	Workers Compensation	463	614	1,977	1,977	-	1,977	-	-	-	1,977	1,977	1,977	1,977	1,977
Planning & Zoning	Other Employee Benefits	700	1,575	3,150	3,150	-	3,410	260	-	-	3,410	3,410	3,410	3,410	3,410
Planning & Zoning	Consultation Fees- Planning (2)	525	1,385	15,000	-	(15,000)	15,000	15,000	-	-	15,000	15,000	15,000	15,000	15,000
Planning & Zoning	Consulting-Master Planning	198,197	17	-	-	-	150,000	150,000	-	-	-	-	-	-	-
Planning & Zoning	Forestry Management	3,884	2,965	25,000	4,000	(21,000)	50,000	46,000	-	-	50,000	50,000	50,000	50,000	50,000
Planning & Zoning	Communications	4,422	5,173	4,029	4,029	-	4,029	-	-	-	4,029	4,029	4,029	4,029	4,029
Planning & Zoning	Public Noticing	3,686	2,240	3,500	3,500	-	3,500	-	-	-	3,500	3,500	3,500	3,500	3,500
Planning & Zoning	Printing & Binding	1,214	1,036	3,500	3,500	-	3,500	-	-	-	3,500	3,500	3,500	3,500	3,500
Planning & Zoning	Recording Fees	143	506	600	600	-	600	-	-	-	600	600	600	600	600
Planning & Zoning	Dues & Fees	814	734	1,400	1,400	-	1,400	-	-	-	1,400	1,400	1,400	1,400	1,400
Planning & Zoning	Travel, Education & Training	4,673	4,492	7,000	3,000	(4,000)	7,000	4,000	-	-	7,000	7,000	7,000	7,000	7,000
Planning & Zoning	Contract Labor	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning & Zoning	Postage & Freight	83	95	120	120	-	120	-	-	-	120	120	120	120	120
Planning & Zoning	General Supplies & Material	2,615	2,836	2,500	2,500	-	2,500	-	-	-	2,500	2,500	2,500	2,500	2,500
Planning & Zoning	Business Meals	4,584	3,861	3,000	1,500	(1,500)	3,000	1,500	-	-	3,000	3,000	3,000	3,000	3,000
Planning & Zoning	Employee Appreciation	614	341	300	300	-	300	-	-	-	300	300	300	300	300
Planning & Zoning	Other Benefits - DRB	6,747	6,495	7,155	7,155	-	9,900	2,745	-	-	9,900	9,900	9,900	9,900	9,900
Planning & Zoning	Live Streaming	4,200	4,256	6,000	3,000	(3,000)	3,000	-	-	-	3,000	3,000	3,000	3,000	3,000
Planning & Zoning	Books & Periodicals	-	-	250	250	-	250	-	-	-	250	250	250	250	250
<b>Total</b>		<b>534,894</b>	<b>347,206</b>	<b>425,937</b>	<b>300,451</b>	<b>(125,486)</b>	<b>686,553</b>	<b>386,102</b>			<b>538,835</b>	<b>540,142</b>	<b>541,476</b>	<b>542,836</b>	<b>542,836</b>

(1) Planner 1 starting back August 2020

(2) Contract with a Lighting/Planning expert for Village Center Lighting CDC Amendments for 2021 LTP - TBD

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Building Division**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection	
				2020 Original	Forecasted	2020 Adjustments	2021 Proposed					2021 Adjustments
Building Division	Salaries & Wages	202,617	163,182	184,996	186,125	1,129	190,642	4,517	190,642	190,642	190,642	190,642
Building Division	Group Insurance	34,201	29,351	37,156	37,156	-	39,200	2,044	39,984	40,784	41,599	42,431
Building Division	Dependent Health Reimbursement	(1,628)	(2,797)	(2,292)	(2,292)	-	(2,292)	-	(2,292)	(2,292)	(2,292)	(2,292)
Building Division	PERA & Payroll Taxes	31,229	24,637	28,915	29,557	642	30,274	717	30,274	30,274	30,274	30,274
Building Division	PERA 401K	7,946	4,671	9,250	6,000	(3,250)	6,500	500	7,000	7,000	7,000	7,000
Building Division	Workers Compensation	750	2,245	1,053	1,053	-	1,053	-	1,053	1,053	1,053	1,053
Building Division	Other Employee Benefits	550	2,790	2,461	2,461	-	3,025	564	3,025	3,025	3,025	3,025
Building Division	Uniforms	121	749	500	500	-	500	-	500	500	500	500
Building Division	Consultation Fees (1)	1,736	1,924	7,500	5,000	(2,500)	5,000	-	5,000	5,000	5,000	5,000
Building Division	Vehicle Repair & Maintenance	1,341	128	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Building Division	Printing & Binding	-	434	-	-	-	-	-	-	-	-	-
Building Division	UBC/IRC/IBC Book Supplies	605	140	500	500	-	500	-	500	500	500	500
Building Division	Dues, Fees, Licenses	240	225	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Building Division	Travel, Education & Training (2)	1,884	4,437	5,000	3,500	(1,500)	3,500	-	3,500	3,500	3,500	3,500
Building Division	Contract Labor (3)	-	-	4,000	-	(4,000)	10,000	10,000	10,000	10,000	10,000	10,000
Building Division	Bank Fees - Credit Card Fees	2,488	1,992	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Building Division	Supplies	-	-	-	-	-	-	-	-	-	-	-
Building Division	Business Meals	36	-	1,000	500	(500)	500	-	500	500	500	500
Building Division	Employee Appreciation	237	620	300	300	-	300	-	300	300	300	300
Building Division	Books & Periodicals	337	763	500	500	-	500	-	500	500	500	500
Building Division	Utilities - Gasoline	1,111	962	2,205	2,205	-	2,205	-	2,205	2,205	2,205	2,205
Building Division	Non-Capital Equipment	-	-	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Building Division	Wetlands Study	-	-	3,000	-	(3,000)	-	-	-	-	-	-
Building Division	Green Gondola Donation Costs	158	-	-	-	-	-	-	-	-	-	-
Building Division	Environmental Projects	-	-	3,000	-	(3,000)	-	-	-	-	-	-
Building Division	Solar Panel Rebates	1,840	-	7,500	1,250	(6,250)	-	(1,250)	-	-	-	-
Building Division	Solar Energy Rebates	-	2,000	-	-	-	50,000	50,000	50,000	50,000	50,000	50,000
Building Division	LED Lighting Rebates	-	-	-	-	-	-	-	-	-	-	-
Building Division	Roof Rebates/Waiver Program (4)	5,149	-	-	-	-	-	-	-	-	-	-
Building Division	Community Environmental Incentives (5)	29,598	26,638	60,000	50,000	(10,000)	50,000	-	50,000	50,000	50,000	50,000
Building Division	Energy Mitigation Expenditures (6)	-	8,475	-	40,257	40,257	41,000	743	15,000	15,000	15,000	15,000
Building Division	Misc & Other	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>322,544</b>	<b>273,566</b>	<b>362,544</b>	<b>370,572</b>	<b>8,028</b>	<b>438,407</b>	<b>67,835</b>	<b>413,691</b>	<b>414,491</b>	<b>415,306</b>	<b>416,138</b>

(1) \$4500 for IBC/IRC contractor training assoc. with code updates

(2) \$1500 Matt tests \$2500 ICC seminar

(3) 3rd party plan review if needed, 3rd party scanning services

(4) This is now a fee waiver program, rather than an expense, it is a reduction in revenues.

(5) 50K defensible space (TMVOA funds 50% of defensible space)

(6) Paying for the programmable thermostats project at VCA. Offset by the REMF revenue reserve intended for energy reducing projects.

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**General Fund Capital**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020	2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
					Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
								Projection	Projection	Projection	Projection	Projection
General Fund Capital Outlay	Boilers - MR&R	-	-	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Sunset Plaza Project	8	-	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Zamboni Building	-	-	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Plaza Services Capital	345	-	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Wayfinding-Marketing & Development	97,290	78,681	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Police Equipment (1)	-	-	28,000	28,000	-	50,000	22,000	50,000	50,000	50,000	50,000
General Fund Capital Outlay	Municipal Offices/Town Hall	5,603	29,316	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Capital Equipment & Improvements (4)	-	-	-	-	-	106,535	106,535	111,750	-	-	-
General Fund Capital Outlay	Firehouse Replacements/Repairs (2)	-	53,291	20,000	20,000	-	-	(20,000)	-	-	-	-
General Fund Capital Outlay	Trail Improvements (3)	67,248	1,721	-	-	-	35,000	35,000	300,000	300,000	300,000	300,000
General Fund Capital Outlay	MVB Trail	-	-	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Village Pond Restoration	-	109,026	-	-	-	-	-	-	-	-	-
General Fund Capital Outlay	Emergency Exit	11,152	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>181,646</b>	<b>272,035</b>	<b>48,000</b>	<b>48,000</b>	<b>-</b>	<b>191,535</b>	<b>143,535</b>	<b>461,750</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>

(1) 2021 - Body Worn Cameras (5 years of payments)

(2) 2019 \$20,000 AV equipment in conference room / EOC \$34,500 repair water service to Municipal building (town share = 46%), 2020 - New office furniture

(3) 2021 Matching funds for SMART Lawson Hill tunnel project, 2022 - 2025 trails master plan hot list implementation

(4) 2021 - Trash Facility/Generator Building Town of Mountain Village share and 2022 - Generator for Town Hall complex facilities Town of Mountain Village share

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
**Vehicle & Equipment Acquisition Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020	2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
					Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
									Projection	Projection	Projection	Projection
Revenues	Insurance Claim Proceeds	-	26,048	-	-	-	-	-	-	-	-	-
Revenues	Grant Revenue-Transportation	-	-	-	-	-	-	-	-	-	-	-
Revenues	Grant Revenue - Public Works	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>		-	<b>26,048</b>	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Grant Success Fees	-	-	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Vehicle Acquisition	-	-	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Road & Bridge Vehicles	-	53,704	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Parks & Recreation Vehicles	-	-	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Employee Shuttle Vehicles	26,412	-	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Municipal Bus Vehicles	-	-	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Plaza Services Vehicles (3)	36,545	22,151	-	-	-	15,000	15,000	-	-	-	-
Vehicle & Equipment Expense	Building Maintenance Vehicles (4)	-	-	-	-	-	-	-	38,000	-	-	-
Vehicle & Equipment Expense	Police Department Vehicles (8)	40,741	-	88,000	88,000	-	-	(88,000)	46,000	46,000	46,000	46,000
Vehicle & Equipment Expense	Community Services Vehicles	-	28,346	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Vehicle Maintenance Vehicles (5)	-	-	-	-	-	-	-	-	28,000	-	-
Vehicle & Equipment Expense	Building Division Vehicles	-	-	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Heavy Equipment Acquisition	-	-	-	-	-	-	-	-	-	-	-
Vehicle & Equipment Expense	Road & Bridges Heavy Equipment (6)	130,405	19,630	-	-	-	190,000	190,000	-	-	-	-
Vehicle & Equipment Expense	Bobcat Lease Exchange	8,424	5,530	10,716	10,716	-	10,716	-	10,716	10,716	10,716	10,716
Vehicle & Equipment Expense	Shop Equipment	5,859	-	8,000	-	(8,000)	8,000	8,000	8,000	8,000	8,000	8,000
Vehicle & Equipment Expense	Parks & Recreation Equipment (1)	30,100	-	30,000	30,000	-	-	(30,000)	-	-	-	-
Vehicle & Equipment Expense	Plaza Services Equipment (7)	-	-	-	-	-	-	-	-	30,000	-	-
Vehicle & Equipment Expense	Police Equipment (2)	-	5,702	3,800	3,800	-	-	(3,800)	3,800	3,800	3,800	3,800
<b>Total Expenditures</b>		<b>278,486</b>	<b>135,063</b>	<b>140,516</b>	<b>132,516</b>	<b>(8,000)</b>	<b>223,716</b>	<b>91,200</b>	<b>106,516</b>	<b>126,516</b>	<b>68,516</b>	<b>68,516</b>
V&E AF Other Sources/Uses	Gain/Loss On Sale Of Assets	3,999	13,820	-	-	-	-	-	-	-	-	-
V&E AF Other Sources/Uses	Transfer (To)/From General Fund	356,833	157,616	182,671	172,271	(10,400)	290,831	118,560	138,471	164,471	89,071	89,071
<b>Total Other Sources/Uses</b>		<b>360,832</b>	<b>171,436</b>	<b>182,671</b>	<b>172,271</b>	<b>(10,400)</b>	<b>290,831</b>	<b>118,560</b>	<b>138,471</b>	<b>164,471</b>	<b>89,071</b>	<b>89,071</b>
<b>Surplus (Deficit)</b>		<b>82,346</b>	<b>62,421</b>	<b>42,155</b>	<b>39,755</b>	<b>(2,400)</b>	<b>67,115</b>	<b>27,360</b>	<b>31,955</b>	<b>37,955</b>	<b>20,555</b>	<b>20,555</b>
<b>Beginning Fund Balance</b>		<b>337,155</b>	<b>419,501</b>	<b>432,587</b>	<b>481,922</b>		<b>521,677</b>		<b>588,792</b>	<b>620,746</b>	<b>658,701</b>	<b>679,256</b>
<b>Ending Fund Balance</b>		<b>419,501</b>	<b>481,922</b>	<b>474,742</b>	<b>521,677</b>		<b>588,792</b>		<b>620,746</b>	<b>658,701</b>	<b>679,256</b>	<b>699,811</b>

(1) 2020 - Replacement Nordic grooming snowmobile, dingo walk behind skid steer for trail building  
(2) 2019 two transport cages paid here instead of general fund, 2020 one transport cage per new vehicle  
(3) 2021 replace 2010 550 Artic Cat 4 Wheeler  
(4) 2022 replace 2007 GMC 1500 pickup

(5) 2023 replace 2007 Ford F150 pickup  
(6) 2021 replace 2003 Kamotsu backhoe with new loader  
(7) 2023 replace 2007 Cushman  
(8) Replace one patrol vehicle per year, replaced vehicles are transferred to other Town departments.

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

Capital Projects Fund

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020				2021				
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
Capital Projects Fund Revs	Grant Revenue	9,487	-	-	-	-	400,000	400,000	-	-	-	-
Capital Projects Fund Revs	Firehouse Buy Out	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund Revs	Interest-Developer Notes	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>9,487</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000</b>	<b>400,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Capital Projects Fund	Meadows Improvement Plan	11,248	20,426	-	-	-	-	-	-	-	-	-
Capital Projects Fund	Meadows Park	-	-	-	-	-	-	-	300,000	-	-	-
Capital Projects Fund	Safety Improvements	-	-	1,496,546	50,000	(1,446,546)	1,446,546	1,396,546	-	-	-	-
Capital Projects Fund	Town Hall Sub Area Improvements	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund	Shop Remodel (1)	-	-	1,238,000	51,250	(1,186,750)	-	(51,250)	1,250,000	-	-	-
Capital Projects Fund	Radio Technology & Equipment	9,487	-	-	-	-	-	-	-	-	-	-
<b>Total Expense</b>		<b>20,735</b>	<b>20,426</b>	<b>2,734,546</b>	<b>101,250</b>	<b>(2,633,296)</b>	<b>1,446,546</b>	<b>1,345,296</b>	<b>1,550,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
CPF Transfers/Other Sources	Transfer (To)/From General Fund	11,248	-	2,246,546	89,646	(2,156,900)	1,046,546	956,900	1,062,000	-	-	-
CPF Transfers/Other Sources	Sale of Assets (1)	-	-	488,000	488,000	-	-	(488,000)	-	-	-	-
CPF Transfers/Other Sources	Transfer (To)/From General Fund	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other Sources/Uses</b>		<b>11,248</b>	<b>-</b>	<b>2,734,546</b>	<b>577,646</b>	<b>(2,156,900)</b>	<b>1,046,546</b>	<b>468,900</b>	<b>1,062,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Deficit)</b>		<b>-</b>	<b>(20,426)</b>	<b>-</b>	<b>476,396</b>	<b>476,396</b>	<b>-</b>	<b>(476,396)</b>	<b>(488,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance</b>		<b>32,030</b>	<b>32,030</b>	<b>-</b>	<b>11,604</b>	<b>-</b>	<b>488,000</b>	<b>-</b>	<b>488,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Balance</b>		<b>32,030</b>	<b>11,604</b>	<b>-</b>	<b>488,000</b>	<b>-</b>	<b>488,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

(1) Offset by sale of assets





**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

***Parking Services Fund***

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
Meadows Parking Expense	Striping	1,000	1,016	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
<b>Meadows Parking Lot Expense</b>		<b>1,000</b>	<b>1,016</b>	<b>1,000</b>	<b>1,000</b>	<b>-</b>	<b>1,000</b>	<b>-</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
Capital Parking Expense	Bobcat Lease Exchange	5,615	2,920	4,800	4,800	-	4,800	-	4,800	4,800	4,800	4,800
Capital Parking Expense	Capital Costs GPG (2)	-	91,346	75,000	-	(75,000)	25,000	25,000	150,000	95,000	65,000	50,000
<b>Parking Capital Expense</b>		<b>5,615</b>	<b>94,266</b>	<b>79,800</b>	<b>4,800</b>	<b>(75,000)</b>	<b>29,800</b>	<b>25,000</b>	<b>154,800</b>	<b>99,800</b>	<b>69,800</b>	<b>54,800</b>
<b>Total Parking Expenses</b>		<b>305,559</b>	<b>485,695</b>	<b>425,173</b>	<b>324,908</b>	<b>(100,266)</b>	<b>375,821</b>	<b>50,914</b>	<b>514,299</b>	<b>459,785</b>	<b>430,282</b>	<b>415,789</b>
Other Sources/Uses	Transfer (To)/From General Fund	-	-	-	-	-	-	-	-	-	-	-
Other Sources/Uses	Transfer To GF - Overhead Allocation	(33,571)	(42,374)	(33,620)	(32,283)	1,337	(32,173)	111	(35,713)	(37,092)	(36,252)	(36,828)
<b>Other Sources/Uses</b>		<b>(33,571)</b>	<b>(42,374)</b>	<b>(33,620)</b>	<b>(32,283)</b>	<b>1,337</b>	<b>(32,173)</b>	<b>111</b>	<b>(35,713)</b>	<b>(37,092)</b>	<b>(36,252)</b>	<b>(36,828)</b>
<b>Surplus (Deficit)</b>		<b>88,412</b>	<b>36,256</b>	<b>9,325</b>	<b>55,867</b>	<b>46,543</b>	<b>6</b>	<b>(55,861)</b>	<b>(100,521)</b>	<b>(47,388)</b>	<b>(17,044)</b>	<b>(3,126)</b>
<b>Beginning Fund Balance</b>		<b>144,010</b>	<b>232,422</b>	<b>170,442</b>	<b>268,678</b>		<b>324,545</b>		<b>324,551</b>	<b>224,030</b>	<b>176,642</b>	<b>159,598</b>
<b>Ending Fund Balance</b>		<b>232,422</b>	<b>268,678</b>	<b>179,767</b>	<b>324,545</b>		<b>324,551</b>		<b>224,030</b>	<b>176,642</b>	<b>159,598</b>	<b>156,472</b>

(1) Bluegrass cancelled 2020

(2) 2020-2021 - \$10K added for production of additional signage

(3) 2022-2025 - Phased painting of structural steel throughout garage

(2) 2020 - all capital deferred; 2021 - \$25K GPG security cameras; 2022 - \$150K GPG top deck recoat; 2023 - \$75K Main reamp overlay \$20K Meadows chipseal; 2024 - \$50K Concrete sealing \$15K NVC chipseal; 2025 - \$50K Placeholder





Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

Village Court Apartments

Worksheet

Summary

Revenues

	Actuals 2018	Actuals 2019	2020 Original	2020 Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
Rents	2,261,422	2,290,402	2,262,740	2,070,880	(191,860)	2,262,740	191,860	2,318,214	2,375,075	2,433,358	2,493,098
Other Operating Income	124,701	113,920	93,850	189,420	95,570	91,210	(98,210)	88,210	88,210	88,210	88,210
<b>Total Revenues</b>	<b>2,386,123</b>	<b>2,404,321</b>	<b>2,356,590</b>	<b>2,260,300</b>	<b>(96,290)</b>	<b>2,353,950</b>	<b>93,650</b>	<b>2,406,424</b>	<b>2,463,285</b>	<b>2,521,568</b>	<b>2,581,308</b>

Operating Expenditures

Office Operations	188,876	201,175	222,205	197,649	(24,956)	220,524	22,875	215,594	216,175	216,768	217,373
General & Administrative	108,484	114,769	138,181	152,437	14,256	156,356	3,918	172,061	172,780	173,514	174,263
Utilities	376,517	403,479	223,229	349,465	126,236	245,247	(104,218)	248,067	250,944	253,878	256,870
Repair & Maintenance	381,500	495,507	643,043	625,266	(17,777)	687,322	62,057	688,747	690,199	691,681	693,193
Non-routine Repair & Maintenance	316,385	267,306	278,300	138,841	(139,459)	181,000	42,159	201,000	201,000	201,000	201,000
Contingency	-	-	15,050	14,500	(550)	14,500	-	14,500	14,500	14,500	14,500
<b>Total Operating Expenditures</b>	<b>1,371,761</b>	<b>1,482,235</b>	<b>1,520,007</b>	<b>1,478,158</b>	<b>(42,249)</b>	<b>1,504,949</b>	<b>26,791</b>	<b>1,539,969</b>	<b>1,545,599</b>	<b>1,551,341</b>	<b>1,557,198</b>

Capital Outlay

Capital Outlay Expense	398,386	393,920	14,684,000	68,205	(14,615,796)	-	(68,205)	27,500	-	-	-
<b>Total Capital Outlay</b>	<b>398,386</b>	<b>393,920</b>	<b>14,684,000</b>	<b>68,205</b>	<b>(14,615,796)</b>	<b>-</b>	<b>(68,205)</b>	<b>27,500</b>	<b>-</b>	<b>-</b>	<b>-</b>

Debt Service

Phase 4 Debt Service P&I	-	-	378,858	-	(378,858)	-	-	-	-	-	-
US 2014A&B Loan Fund Interest	(5,383)	(7,830)	(3,500)	(3,500)	-	(3,500)	-	(3,500)	(3,500)	(3,500)	(3,500)
Trustee Fees	1,925	1,925	-	-	-	-	-	-	-	-	-
Phase 4 Cost Of Issuance	-	-	100,000	-	(100,000)	-	-	-	-	-	-
Interest Expense-2014A	394,539	381,884	381,884	363,198	(18,686)	354,198	(9,000)	345,198	336,198	327,198	318,198
Bonds-Principal	393,738	406,393	406,393	425,079	18,686	434,079	9,000	443,079	452,079	461,079	470,079
<b>Total Debt Service</b>	<b>784,819</b>	<b>782,372</b>	<b>1,263,635</b>	<b>784,777</b>	<b>(478,858)</b>	<b>784,777</b>	<b>-</b>	<b>784,777</b>	<b>784,777</b>	<b>784,777</b>	<b>784,777</b>

Other Source/Uses

Gain/Loss On Sale Of Assets	-	-	-	-	-	-	-	-	-	-	-
Transfer To GF - Overhead Allocation	(140,169)	(156,163)	(147,964)	(149,074)	(1,110)	(139,929)	9,145	(152,981)	(159,256)	(156,012)	(158,864)
Grant Proceeds	-	-	-	175,837	175,837	-	(175,837)	-	-	-	-
Bond Proceeds	-	-	13,135,000	-	(13,135,000)	-	-	-	-	-	-
AHDF Contribution	-	-	2,124,016	-	(2,124,016)	68,773	68,773	98,803	26,346	-	-
<b>Total Other Sources/Uses</b>	<b>(140,169)</b>	<b>(156,163)</b>	<b>15,111,052</b>	<b>26,763</b>	<b>(15,084,289)</b>	<b>(71,156)</b>	<b>(97,919)</b>	<b>(54,178)</b>	<b>(132,910)</b>	<b>(156,012)</b>	<b>(158,864)</b>

<b>Surplus (Deficit)</b>	<b>(309,013)</b>	<b>(410,369)</b>	<b>-</b>	<b>(44,076)</b>	<b>(43,676)</b>	<b>(6,932)</b>	<b>37,144</b>	<b>-</b>	<b>-</b>	<b>29,438</b>	<b>80,469</b>
<b>Beginning Available Fund Balance</b>	<b>770,390</b>	<b>461,377</b>	<b>-</b>	<b>51,008</b>	<b>-</b>	<b>6,932</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>29,438</b>
<b>Ending Available Fund Balance</b>	<b>461,377</b>	<b>51,008</b>	<b>-</b>	<b>6,932</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>29,438</b>	<b>109,907</b>

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Village Court Apartments**

Worksheet	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
			2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
<b>Revenues</b>											
VCA Revenues		Phase 4 Potential Rents	-	-	-	-	-	-	-	-	
VCA Revenues	2,218,060	2,246,678	2,218,972	2,027,112	(191,860)	2,218,972	191,860	2,274,446	2,331,307	2,389,590	2,449,330
VCA Revenues	28,488	28,488	28,488	28,488	-	28,488	-	28,488	28,488	28,488	28,488
VCA Revenues	14,874	15,235	15,280	15,280	-	15,280	-	15,280	15,280	15,280	15,280
VCA Revenues	-	-	-	-	-	-	-	-	-	-	-
<b>Total Rent Revenues</b>	<b>2,261,422</b>	<b>2,290,402</b>	<b>2,262,740</b>	<b>2,070,880</b>	<b>(191,860)</b>	<b>2,262,740</b>	<b>191,860</b>	<b>2,318,214</b>	<b>2,375,075</b>	<b>2,433,358</b>	<b>2,493,098</b>
VCA Revenues	8,488	7,550	6,500	1,760	(4,740)	1,760	-	6,760	6,760	6,760	6,760
VCA Revenues	245	280	200	200	-	200	-	200	200	200	200
VCA Revenues	13,455	7,949	7,500	15,500	8,000	8,000	(7,500)	8,000	8,000	8,000	8,000
VCA Revenues	3,600	1,750	1,400	5,400	4,000	9,400	4,000	1,400	1,400	1,400	1,400
VCA Revenues	50,486	38,433	45,000	60,000	15,000	45,000	(15,000)	45,000	45,000	45,000	45,000
VCA Revenues	317	340	350	350	-	350	-	350	350	350	350
VCA Revenues	2,920	4,350	-	4,000	4,000	4,000	-	4,000	4,000	4,000	4,000
VCA Revenues	3,051	2,649	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
VCA Revenues	8,961	5,934	4,100	4,100	-	4,100	-	4,100	4,100	4,100	4,100
VCA Revenues	3,480	3,878	4,000	4,000	-	-	(4,000)	-	-	-	-
VCA Revenues	8,544	15,926	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
VCA Revenues	4,300	3,400	4,500	4,500	-	4,500	-	4,500	4,500	4,500	4,500
VCA Revenues	14,837	11,787	11,000	7,400	(3,600)	7,400	-	7,400	7,400	7,400	7,400
VCA Revenues	1,680	4,900	-	2,000	2,000	2,000	-	2,000	2,000	2,000	2,000
VCA Revenues	337	4,793	4,800	75,710	70,910	-	(75,710)	-	-	-	-
<b>Total Other Revenues</b>	<b>124,701</b>	<b>113,920</b>	<b>93,850</b>	<b>189,420</b>	<b>95,570</b>	<b>91,210</b>	<b>(98,210)</b>	<b>88,210</b>	<b>88,210</b>	<b>88,210</b>	<b>88,210</b>
<b>Total Revenues</b>	<b>2,386,123</b>	<b>2,404,321</b>	<b>2,356,590</b>	<b>2,260,300</b>	<b>(96,290)</b>	<b>2,353,950</b>	<b>93,650</b>	<b>2,406,424</b>	<b>2,463,285</b>	<b>2,521,568</b>	<b>2,581,308</b>

(1) Rents remain stable until determined by council.

(2) Suspended late fees due to Covid-19

(3) Laundry revenues are periodically increased using reserves from prior periods to purchase or upgrade new equipment.

(7) 2020: Energy mitigation funds programmable thermostat reimbursements, utilities dividends

(4) 2021-2025: Offer on-line payment without fees.

(5) Pet fees are being reduced because we will no longer be charging for felines.

(6) 2020: Other parking enforcement implementation

**Office Operations**

VCA	108,950	112,550	114,956	100,000	(14,956)	110,178	10,178	110,178	110,178	110,178	110,178
VCA	16,682	17,363	17,968	15,880	(2,088)	17,496	1,616	17,496	17,496	17,496	17,496
VCA	379	800	4,228	4,228	-	4,228	-	4,228	4,228	4,228	4,228
VCA	25,323	25,676	27,000	23,625	(3,375)	28,485	4,860	29,055	29,636	30,229	30,833
VCA	(315)	(1,444)	-	-	-	-	-	-	-	-	-
VCA	987	2,183	3,449	3,449	-	3,449	-	3,449	3,449	3,449	3,449
VCA	60	2,245	1,800	1,800	-	2,200	400	2,200	2,200	2,200	2,200
VCA	16,900	20,416	20,888	15,766	(5,122)	20,888	5,122	20,888	20,888	20,888	20,888
VCA	6,750	8,033	9,566	17,401	7,835	15,500	(1,901)	10,000	10,000	10,000	10,000
VCA	-	55	150	150	-	150	-	150	150	150	150
VCA	3,063	1,479	4,000	3,000	(1,000)	3,000	-	4,000	4,000	4,000	4,000
VCA	1,579	5,079	3,500	-	(3,500)	2,000	2,000	1,000	1,000	1,000	1,000
VCA	3,191	2,600	6,000	3,000	(3,000)	3,000	-	3,000	3,000	3,000	3,000
VCA	3,604	3,512	3,500	3,500	-	3,500	-	3,500	3,500	3,500	3,500
VCA	490	277	-	-	-	-	-	-	-	-	-
VCA	435	-	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
VCA	200	-	200	600	-	700	100	700	700	700	700
VCA	599	350	-	250	250	750	500	750	750	750	750
<b>Total Office Operations</b>	<b>188,876</b>	<b>201,175</b>	<b>222,205</b>	<b>197,649</b>	<b>(24,956)</b>	<b>220,524</b>	<b>22,875</b>	<b>215,594</b>	<b>216,175</b>	<b>216,768</b>	<b>217,373</b>

(7) Yardi software support/licenses, keytrack 2020 setup (\$4207), add Yardi license 2020 onward (\$1288)

(8) Onsite monthly dues (\$99) also print fees per lease \$3 a lease 220 + 49

(9) \$200 staff \$500 VCA Resident Committee

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Village Court Apartments**

Worksheet			2020		2020		2021		2021		2022 Long	2023 Long	2024 Long	2025 Long
	Actuals 2018	Actuals 2019	2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Projection	Projection	Projection	Projection	Projection	Projection	Projection
<b>General &amp; Administrative</b>														
VCA	Legal Fees (10)	9,061	12,880	15,000	25,000	10,000	25,000	-	40,000	40,000	40,000	40,000	40,000	40,000
VCA	Communications	189	-	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000	1,000	1,000
VCA	Events/Promotions	1,062	2,045	2,000	3,000	1,000	5,000	2,000	5,000	5,000	5,000	5,000	5,000	5,000
VCA	Association Dues	24,192	30,240	34,171	34,171	-	35,265	1,093	35,970	36,689	37,423	38,172	38,172	38,172
VCA	Credit Card Charge	5,659	5,649	11,422	5,649	(5,773)	5,649	-	5,649	5,649	5,649	5,649	5,649	5,649
VCA	Repairs & Maintenance-Equipment (11)	1,920	349	1,825	1,000	(825)	1,825	825	1,825	1,825	1,825	1,825	1,825	1,825
VCA	Insurance	56,045	54,344	56,000	68,604	12,604	68,604	-	68,604	68,604	68,604	68,604	68,604	68,604
VCA	Operating Lease - Copier	1,386	1,581	2,463	2,463	-	2,463	-	2,463	2,463	2,463	2,463	2,463	2,463
VCA	General Supplies	2,238	4,279	2,300	2,300	-	2,300	-	2,300	2,300	2,300	2,300	2,300	2,300
VCA	Janitorial (12)	2,858	-	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000	3,000	3,000
VCA	VCA Damages To Tenant	954	744	1,500	3,500	2,000	3,500	-	3,500	3,500	3,500	3,500	3,500	3,500
VCA	Bad Debt Expense	2,920	2,658	7,500	2,750	(4,750)	2,750	-	2,750	2,750	2,750	2,750	2,750	2,750
<b>Total General &amp; Administrative</b>		<b>108,484</b>	<b>114,769</b>	<b>138,181</b>	<b>152,437</b>	<b>14,256</b>	<b>156,356</b>	<b>3,918</b>	<b>172,061</b>	<b>172,780</b>	<b>173,514</b>	<b>174,263</b>	<b>174,263</b>	<b>174,263</b>

- (10) Increased due to VCA RFP legal fees
- (11) Repair or replace keytrack system and software
- (12) Back up outsource cleaning contract (if needed)

<b>Utilities</b>														
VCA	Water/Sewer(13)	117,040	123,499	128,182	128,182	-	141,000	12,818	143,820	146,697	149,631	152,623	152,623	152,623
VCA	Waste Disposal	45,998	45,419	40,800	50,000	9,200	50,000	-	50,000	50,000	50,000	50,000	50,000	50,000
VCA	Cable (14)	51,370	62,743	-	32,000	32,000	-	(32,000)	-	-	-	-	-	-
VCA	Electricity (15)	161,315	166,954	49,000	134,036	85,036	49,000	(85,036)	49,000	49,000	49,000	49,000	49,000	49,000
VCA	Electricity- Maintenance Bldg	794	2,934	3,247	3,247	-	3,247	-	3,247	3,247	3,247	3,247	3,247	3,247
VCA	Propane- Maintenance Facility	-	1,931	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000	2,000	2,000
<b>Total Utilities</b>		<b>376,517</b>	<b>403,479</b>	<b>223,229</b>	<b>349,465</b>	<b>126,236</b>	<b>245,247</b>	<b>(104,218)</b>	<b>248,067</b>	<b>250,944</b>	<b>253,878</b>	<b>256,870</b>	<b>256,870</b>	<b>256,870</b>

- (13) Rate increase 10% for water/sewer in 2021.
- (14) Basic Cable no longer provided beginning in 2020 as leases end for any unit at VCA
- (15) Reduced common/unit electricity bill by yearly average due to submetering beginning in 2020 (\$150,000)

<b>Repair &amp; Maintenance</b>														
VCA	Salaries & Wages - Maintenance	164,985	148,512	221,627	175,000	(46,627)	222,276	47,276	222,276	222,276	222,276	222,276	222,276	222,276
VCA	PERA & Payroll Taxes	24,259	22,707	34,640	27,790	(6,850)	35,298	7,508	35,298	35,298	35,298	35,298	35,298	35,298
VCA	Workers' Compensation	2,470	6,266	9,188	9,188	-	9,188	-	9,188	9,188	9,188	9,188	9,188	9,188
VCA	Group Insurance	42,662	46,640	67,500	61,500	(6,000)	71,213	9,713	72,637	74,089	75,571	77,083	77,083	77,083
VCA	Dependent Health Reimbursement	(1,553)	(932)	-	-	-	-	-	-	-	-	-	-	-
VCA	PERA 401K	6,701	1,496	11,081	11,081	-	11,081	-	11,081	11,081	11,081	11,081	11,081	11,081
VCA	Employee Appreciation	400	-	500	500	-	600	100	600	600	600	600	600	600
VCA	Other Benefits	141	6,061	4,500	4,500	-	5,500	1,000	5,500	5,500	5,500	5,500	5,500	5,500
VCA	Housing Allowance	21,787	30,607	41,376	36,376	(5,000)	41,376	5,000	41,376	41,376	41,376	41,376	41,376	41,376
VCA	Travel, Education & Meals (16)	4,128	2,051	3,000	1,500	(1,500)	3,000	1,500	3,000	3,000	3,000	3,000	3,000	3,000
VCA	Vehicle Fuel	3,575	3,671	3,647	3,647	-	3,647	-	3,647	3,647	3,647	3,647	3,647	3,647
VCA	Maintenance - Supplies (17)	51,267	70,449	63,000	63,000	-	75,000	12,000	75,000	75,000	75,000	75,000	75,000	75,000
VCA	Uniforms	989	962	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000	1,000	1,000
VCA	Parking Supplies (18)	-	-	5,000	500	(4,500)	1,000	500	1,000	1,000	1,000	1,000	1,000	1,000
VCA	Maintenance -Subcontract (19)	11,889	92,230	85,000	125,000	40,000	85,000	(40,000)	85,000	85,000	85,000	85,000	85,000	85,000
VCA	Apartment Turnover (20)	-	-	1,500	1,500	-	2,500	1,000	2,500	2,500	2,500	2,500	2,500	2,500
VCA	Carpet Cleaning (21)	4,555	4,530	2,300	6,000	3,700	6,000	-	6,000	6,000	6,000	6,000	6,000	6,000
VCA	Snow Removal (22)	-	14,233	15,000	15,000	-	30,000	15,000	30,000	30,000	30,000	30,000	30,000	30,000
VCA	Fire Alarm Monitoring System	5,040	5,040	5,040	5,040	-	6,000	960	6,000	6,000	6,000	6,000	6,000	6,000
VCA	Fire System Repair/Inspections (23)	17,065	10,259	12,000	23,000	11,000	25,000	2,000	25,000	25,000	25,000	25,000	25,000	25,000
VCA	Equipment & Tools	3,918	4,312	4,000	4,000	-	4,000	-	4,000	4,000	4,000	4,000	4,000	4,000
VCA	Telephone	6,000	7,039	5,062	5,062	-	5,062	-	5,062	5,062	5,062	5,062	5,062	5,062
VCA	Commercial Rental Space	-	8,058	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000	10,000	10,000
VCA	Vehicle Repair & Maintenance	325	2,566	1,082	1,082	-	1,082	-	1,082	1,082	1,082	1,082	1,082	1,082
VCA	Landscaping (24)	3,673	5,128	30,000	13,000	(17,000)	30,000	17,000	30,000	30,000	30,000	30,000	30,000	30,000
VCA	Laundry Equip And Repair & Maint (25)	7,223	3,624	6,000	21,000	15,000	2,500	(18,500)	2,500	2,500	2,500	2,500	2,500	2,500
<b>Total Repair &amp; Maintenance</b>		<b>381,500</b>	<b>495,507</b>	<b>643,043</b>	<b>625,266</b>	<b>(17,777)</b>	<b>687,322</b>	<b>62,057</b>	<b>688,747</b>	<b>690,199</b>	<b>691,681</b>	<b>693,193</b>	<b>693,193</b>	<b>693,193</b>









**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Child Development Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Toddler Care Expense	Nurse Consultant	560	380	300	300	-	300	-	300	300	300	
Toddler Care Expense	Postage & Freight	20	-	50	50	-	50	-	50	50	50	
Toddler Care Expense	General Supplies & Materials	3,306	2,373	2,100	1,500	(600)	1,500	-	1,500	1,500	1,500	
Toddler Care Expense	Office Supplies	932	1,323	650	400	(250)	400	-	400	400	400	
Toddler Care Expense	Fundraising Expenses (5)	1,407	3,721	1,500	1,500	-	1,500	-	1,500	1,500	1,500	
Toddler Care Expense	Business Meals	315	177	100	100	-	100	-	100	100	100	
Toddler Care Expense	COVID-19 RELATED EXPENSES	-	-	-	1,000	1,000	-	-	-	-	-	
Toddler Care Expense	Food/Snacks (6)	391	365	300	300	-	500	200	500	500	500	
Toddler Care Expense	Utilities- Electricity	4,368	4,368	2,912	2,912	-	2,912	-	2,912	2,912	2,912	
Toddler Care Expense	Scholarship Program	20,390	32,394	24,000	22,000	(2,000)	25,000	3,000	25,000	25,000	25,000	
Toddler Care Expense	Toys / Learning Tools	734	1,291	250	250	-	250	-	250	250	250	
Toddler Care Expense	Playground And Landscaping (7)	-	7,116	6,665	6,665	-	500	(6,165)	500	500	500	
<b>Total Toddler Care Expense</b>		<b>449,316</b>	<b>455,622</b>	<b>321,580</b>	<b>247,250</b>	<b>(74,330)</b>	<b>302,366</b>	<b>55,116</b>	<b>302,884</b>	<b>303,412</b>	<b>303,951</b>	<b>304,500</b>

(4) 2020 Reductions due to Covid-19 closure

(5) No fundraiser in 2020

(6) MM raised enrollment fee to help with cost of snacks

(7) Received grant funding for playground improvements. Will take two years.

**Preschool Expense**

Preschool Expense	Salaries & Wages (4)	123,001	125,998	127,498	106,242	(21,256)	127,498	21,256	127,498	127,498	127,498	127,498
Preschool Expense	Group Insurance	17,191	23,725	31,400	22,000	(9,400)	33,127	11,127	33,790	34,465	35,155	35,858
Preschool Expense	Dependent Health Reimbursement	(2,822)	(2,816)	(2,733)	(2,733)	-	(2,733)	-	(2,733)	(2,733)	(2,733)	(2,733)
Preschool Expense	PERA & Payroll Taxes (4)	18,544	18,635	19,928	16,871	(3,057)	20,247	3,376	20,247	20,247	20,247	20,247
Preschool Expense	PERA 401K	5,371	5,417	6,375	6,375	-	6,375	0	6,375	6,375	6,375	6,375
Preschool Expense	Workers Compensation	1,198	968	1,389	1,389	-	1,389	-	1,389	1,389	1,389	1,389
Preschool Expense	Other Employee Benefits	460	770	1,000	1,000	-	1,430	430	1,430	1,430	1,430	1,430
Preschool Expense	Employee Appreciation	532	311	300	200	(100)	200	-	200	200	200	200
Preschool Expense	EE Screening	-	-	150	150	-	150	-	150	150	150	150
Preschool Expense	Bad Debt Expense	-	-	300	300	-	300	-	300	300	300	300
Preschool Expense	Janitorial/Trash Removal	5,720	7,053	6,240	6,240	-	6,364	124	6,364	6,364	6,364	6,364
Preschool Expense	Vehicle Repair & Maintenance	-	-	750	750	-	750	-	750	750	750	750
Preschool Expense	Rental-Facility	9,720	9,720	9,920	9,920	-	9,920	-	9,920	9,920	9,920	9,920
Preschool Expense	Facility Expense	15	339	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Preschool Expense	Communications	1,258	1,258	1,078	1,078	-	1,078	-	1,078	1,078	1,078	1,078
Preschool Expense	Internet Services	1,383	1,383	1,458	1,458	-	1,458	-	1,458	1,458	1,458	1,458
Preschool Expense	Utilities-Gasoline	145	48	200	200	-	200	-	200	200	200	200
Preschool Expense	Dues, Fees & Licenses	-	-	200	200	-	200	-	200	200	200	200
Preschool Expense	Travel & Education	908	-	500	-	(500)	200	200	200	200	200	200
Preschool Expense	Contract Labor	-	-	100	100	-	100	-	100	100	100	100
Preschool Expense	Nurse Consultant	487	480	480	480	-	480	-	480	480	480	480
Preschool Expense	Enrichment Activities	4,284	1,917	3,000	-	(3,000)	2,000	2,000	2,000	2,000	2,000	2,000
Preschool Expense	General Supplies & Materials	2,332	1,367	2,000	1,500	(500)	2,000	500	2,000	2,000	2,000	2,000
Preschool Expense	Office Supplies	319	42	250	150	(100)	150	-	150	150	150	150
Preschool Expense	Fundraising Expenses (5)	1,453	899	1,000	-	(1,000)	1,000	1,000	1,000	1,000	1,000	1,000
Preschool Expense	Business Meals	-	-	100	100	-	100	-	100	100	100	100
Preschool Expense	Food/Snacks (7)	374	368	350	300	(50)	300	-	300	300	300	300
Preschool Expense	Covid-19 Related Expense	-	-	-	2,000	2,000	-	(2,000)	-	-	-	-
Preschool Expense	Utilities- Electricity	1,788	1,788	1,788	1,788	-	1,788	-	1,788	1,788	1,788	1,788
Preschool Expense	Scholarship Program	25,013	20,640	19,000	10,000	(9,000)	10,000	-	10,000	10,000	10,000	10,000
Preschool Expense	Toys / Learning Tools	398	410	400	300	(100)	300	-	300	300	300	300
Preschool Expense	Playground Equip/Improvements (8)	-	6,059	10,000	10,000	-	-	(10,000)	-	-	-	-
Preschool Expense	Security	-	29	-	-	-	-	-	-	-	-	-
<b>Total Preschool Expense</b>		<b>219,073</b>	<b>226,808</b>	<b>245,421</b>	<b>199,358</b>	<b>(46,063)</b>	<b>227,371</b>	<b>28,013</b>	<b>228,034</b>	<b>228,709</b>	<b>229,399</b>	<b>230,102</b>

(4) 2020 Reductions due to Covid-19 closure

(5) No fundraiser in 2020

(7) MM raised enrollment fee to help with cost of snacks

(8) Received grant funding for playground improvements. Will take two years.

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

Water/Sewer Fund

Worksheet	Account Name						2022 Long	2023 Long	2024 Long	2025 Long		
		Actuals 2018	Actuals 2019	2020 Original	2020 Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
<b>Summary</b>												
<b>Revenues</b>												
	Water & Sewer Service Fees	3,010,974	3,137,524	3,175,212	3,232,731	57,519	3,507,914	275,183	3,564,002	3,621,214	3,679,569	3,739,091
	Other Revenues	8,693	10,294	13,450	8,650	(4,800)	8,650	-	8,650	8,650	8,650	8,650
	<b>Total Revenues</b>	<b>3,019,667</b>	<b>3,147,818</b>	<b>3,188,662</b>	<b>3,241,381</b>	<b>52,719</b>	<b>3,516,564</b>	<b>275,183</b>	<b>3,572,652</b>	<b>3,629,864</b>	<b>3,688,219</b>	<b>3,747,741</b>
<b>Operating Expenses</b>												
	Water Operating Costs	1,059,411	988,626	1,196,792	1,097,222	(99,570)	1,421,410	324,189	1,122,286	1,123,690	1,125,121	1,126,581
	Sewer Operating Costs	537,909	500,570	570,784	562,367	(8,417)	564,101	1,734	563,886	564,177	564,474	564,776
	Water/Sewer Contingency	-	-	35,352	35,000	(352)	35,000	-	35,000	35,000	35,000	35,000
	<b>Total Operating Costs</b>	<b>1,597,320</b>	<b>1,489,196</b>	<b>1,802,927</b>	<b>1,694,588</b>	<b>(108,339)</b>	<b>2,020,511</b>	<b>325,923</b>	<b>1,721,172</b>	<b>1,722,867</b>	<b>1,724,595</b>	<b>1,726,357</b>
									<b>1,697,324</b>	<b>1,702,905</b>	<b>1,705,194</b>	<b>1,710,633</b>
<b>Capital</b>												
	Capital Costs	607,301	801,557	1,101,751	875,937	(225,814)	2,080,500	1,204,563	2,659,750	2,906,500	1,856,500	1,640,000
	<b>Total Capital</b>	<b>607,301</b>	<b>801,557</b>	<b>1,101,751</b>	<b>875,937</b>	<b>(225,814)</b>	<b>2,080,500</b>	<b>1,204,563</b>	<b>2,659,750</b>	<b>2,906,500</b>	<b>1,856,500</b>	<b>1,640,000</b>
<b>Other Source/Uses</b>												
	Tap Fees	113,108	112,829	100,000	100,000	-	100,000	-	100,000	100,000	100,000	100,000
	Tap Fees	-	6,000	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
	Tap Fees	-	-	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
	Water/Sewer Other Sources/Uses	-	-	-	-	-	-	-	-	-	-	-
	Water/Sewer Other Sources/Uses	(149,630)	(159,945)	(174,511)	(170,901)	3,610	(187,865)	(16,964)	(170,982)	(177,521)	(173,435)	(176,122)
	<b>Total Other Sources/Uses</b>	<b>(36,522)</b>	<b>(41,116)</b>	<b>(67,511)</b>	<b>(63,901)</b>	<b>3,610</b>	<b>(80,865)</b>	<b>(16,964)</b>	<b>(63,982)</b>	<b>(70,521)</b>	<b>(66,435)</b>	<b>(69,122)</b>
	<b>Surplus (Deficit)</b>	<b>778,523</b>	<b>815,948</b>	<b>216,473</b>	<b>606,954</b>	<b>390,481</b>	<b>(665,312)</b>	<b>(1,272,266)</b>	<b>(872,252)</b>	<b>(1,070,024)</b>	<b>40,689</b>	<b>312,261</b>
	<b>Beginning Available Fund Balance</b>	<b>3,068,599</b>	<b>3,847,122</b>	<b>4,242,091</b>	<b>4,663,070</b>		<b>5,270,024</b>		<b>4,604,712</b>	<b>3,732,460</b>	<b>2,662,436</b>	<b>2,703,124</b>
	<b>Ending Available Fund Balance</b>	<b>3,847,122</b>	<b>4,663,070</b>	<b>4,458,564</b>	<b>5,270,024</b>		<b>4,604,712</b>		<b>3,732,460</b>	<b>2,662,436</b>	<b>2,703,124</b>	<b>3,015,386</b>

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Water/Sewer Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020	2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
					Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
<u><b>Revenues</b></u>												
MV Water	MV-Water Base Fees	935,102	1,042,419	1,125,754	1,153,324	27,570	1,268,657	115,332	1,294,030	1,319,910	1,346,309	1,373,235
MV Water	MV-Sewer Base Fees	935,102	1,042,419	1,125,754	1,153,324	27,570	1,268,657	115,332	1,294,030	1,319,910	1,346,309	1,373,235
MV Water	MV-Water Excess Fees	360,951	410,288	350,000	350,000	-	350,000	-	350,000	350,000	350,000	350,000
MV Water	MV-Water Irrigation Fees	61,683	84,974	66,524	66,524	-	66,524	-	66,524	66,525	66,526	66,526
MV Water	MV-Water Construction	6,219	2,508	1,577	1,577	-	1,577	-	1,577	1,577	1,577	1,577
MV Water	MV-Snowmaking Fees	526,709	327,165	250,000	250,000	-	250,000	-	250,000	250,000	250,000	250,000
<b>Total Mountain Village Revenues</b>		<b>2,825,765</b>	<b>2,909,773</b>	<b>2,919,610</b>	<b>2,974,750</b>	<b>55,140</b>	<b>3,205,414</b>	<b>230,665</b>	<b>3,256,161</b>	<b>3,307,923</b>	<b>3,360,720</b>	<b>3,414,573</b>
Ski Ranches Water	SR-Water Base Fees	145,278	174,776	208,871	209,836	965	251,803	41,967	256,839	261,976	267,216	272,560
Ski Ranches Water	SR-Water Excess Fees	11,739	17,325	15,697	15,697	-	15,697	-	15,697	15,697	15,697	15,697
Ski Ranches Water	SR-Irrigation Fees	443	1,026	175	175	-	175	-	175	175	175	175
Ski Ranches Water	SR-Water Construction	-	5	342	342	-	342	-	342	342	342	342
<b>Total Ski Ranches Revenues</b>		<b>157,460</b>	<b>193,132</b>	<b>225,085</b>	<b>226,050</b>	<b>965</b>	<b>268,017</b>	<b>41,967</b>	<b>273,053</b>	<b>278,190</b>	<b>283,430</b>	<b>288,774</b>
Skyfield Water	SKY-Water Base Fees	8,858	10,630	10,811	12,756	1,945	15,307	2,551	15,613	15,926	16,244	16,569
Skyfield Water	SKY-Water/Standby Fees	8,190	8,190	8,721	8,190	(531)	8,190	-	8,190	8,190	8,190	8,190
Skyfield Water	SKY-Water Excess Fees	10,701	15,800	10,200	10,200	-	10,200	-	10,200	10,200	10,200	10,200
Skyfield Water	SKY-Water Irrigation Fees	-	-	785	785	-	785	-	785	785	785	785
<b>Total Skyfield Revenues</b>		<b>27,749</b>	<b>34,619</b>	<b>30,517</b>	<b>31,931</b>	<b>1,414</b>	<b>34,482</b>	<b>2,551</b>	<b>34,788</b>	<b>35,101</b>	<b>35,419</b>	<b>35,744</b>
Other Revenues - Water/Sewer	MV-Water/Sewer Inspection Fees	2,400	2,400	4,500	2,500	(2,000)	2,500	-	2,500	2,500	2,500	2,500
Other Revenues - Water/Sewer	SR/SF Water Inspection Fees	-	150	-	-	-	-	-	-	-	-	-
Other Revenues - Water/Sewer	Elk Run Maintenance Fees	1,013	944	3,800	1,000	(2,800)	1,000	-	1,000	1,000	1,000	1,000
Other Revenues - Water/Sewer	Late Fees	4,980	5,600	4,700	4,700	-	4,700	-	4,700	4,700	4,700	4,700
Other Revenues - Water/Sewer	Water Fines	300	1,200	450	450	-	450	-	450	450	450	450
<b>Total Other Revenues</b>		<b>8,693</b>	<b>10,294</b>	<b>13,450</b>	<b>8,650</b>	<b>(4,800)</b>	<b>8,650</b>	<b>-</b>	<b>8,650</b>	<b>8,650</b>	<b>8,650</b>	<b>8,650</b>
Sewer Expense	Salaries & Wages	63,616	74,125	74,280	74,280	-	74,280	-	74,280	74,280	74,280	74,280
Sewer Expense	Group Insurance	12,437	12,577	13,514	13,514	-	14,257	743	14,542	14,833	15,130	15,433
Sewer Expense	Dependent Health Reimbursement	(723)	(1,485)	(725)	(725)	-	(725)	-	(725)	(725)	(725)	(725)
Sewer Expense	PERA & Payroll Taxes	9,752	11,149	11,610	11,610	-	11,796	186	11,796	11,796	11,796	11,796
Sewer Expense	PERA 401K	5,451	6,320	4,457	4,457	-	4,457	-	4,457	4,457	4,457	4,457
Sewer Expense	Workers Compensation	976	821	1,206	1,206	-	1,206	-	1,206	1,206	1,206	1,206
Sewer Expense	Other Employee Benefits	200	900	1,795	1,795	-	1,100	(695)	1,100	1,100	1,100	1,100
Sewer Expense	Employee Appreciation	169	97	100	100	-	100	-	100	100	100	100
Sewer Expense	Repair & Maintenance (1)	9,395	15,614	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
Sewer Expense	Vehicle Repair & Maintenance	1,106	115	1,082	1,082	-	1,082	-	1,082	1,082	1,082	1,082
Sewer Expense	Sewer Line Checks	24,720	24,853	27,040	20,000	(7,040)	20,000	-	20,000	20,000	20,000	20,000
Sewer Expense	Facility Expenses	738	879	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Sewer Expense	Communications	988	1,110	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Sewer Expense	Travel-Education & Training	170	1,712	1,500	-	(1,500)	1,500	1,500	1,500	1,500	1,500	1,500
Sewer Expense	General Supplies & Materials	5,727	2,594	5,083	5,083	-	5,083	-	5,083	5,083	5,083	5,083
Sewer Expense	Supplies-Safety	249	109	877	500	(377)	500	-	500	500	500	500
Sewer Expense	Supplies - Office	909	1,206	800	800	-	800	-	800	800	800	800
Sewer Expense	COVID-19 RELATED EXPENSES	-	-	-	500	500	500	-	-	-	-	-
Sewer Expense	Regional Sewer O&M	369,933	308,745	360,794	360,794	-	360,794	-	360,794	360,794	360,794	360,794
Sewer Expense	Regional Sewer Overhead	26,558	34,847	44,000	44,000	-	44,000	-	44,000	44,000	44,000	44,000
Sewer Expense	Utilities - Electricity	2,254	2,168	2,547	2,547	-	2,547	-	2,547	2,547	2,547	2,547
Sewer Expense	Utilities - Gasoline	3,285	2,115	3,824	3,824	-	3,824	-	3,824	3,824	3,824	3,824
<b>Total</b>		<b>537,909</b>	<b>500,570</b>	<b>570,784</b>	<b>562,367</b>	<b>(8,417)</b>	<b>564,101</b>	<b>1,734</b>	<b>563,886</b>	<b>564,177</b>	<b>564,474</b>	<b>564,776</b>
<b>(1) Infiltration Repairs</b>												
MV Water Expense	Salaries & Wages	285,750	278,005	296,486	296,486	-	308,405	11,919	308,405	308,405	308,405	308,405
MV Water Expense	Housing Allowance	2,767	-	8,970	8,970	-	8,970	-	8,970	8,970	8,970	8,970

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Water/Sewer Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020					2022 Long	2023 Long	2024 Long	2025 Long
				2020 Original	Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
MV Water Expense	Offset Labor	-	-	(5,000)	(5,000)	-	(5,000)	-	(5,000)	(5,000)	(5,000)	(5,000)
MV Water Expense	Group Insurance	58,406	57,523	64,484	64,484	-	68,031	3,547	69,391	70,779	72,195	73,639
MV Water Expense	Dependent Health Reimbursement	(4,565)	(3,100)	(7,809)	(7,809)	-	(7,809)	-	(7,809)	(7,809)	(7,809)	(7,809)
MV Water Expense	PERA & Payroll Taxes	43,755	42,371	46,341	46,341	-	48,975	2,634	48,975	48,975	48,975	48,975
MV Water Expense	PERA 401K	11,967	15,213	15,337	15,337	-	15,337	-	15,337	15,337	15,337	15,337
MV Water Expense	Workers Compensation	5,261	4,906	7,166	7,166	-	7,166	-	7,166	7,166	7,166	7,166
MV Water Expense	Other Employee Benefits	1,000	4,797	5,169	5,169	-	6,193	1,024	6,193	6,193	6,193	6,193
MV Water Expense	Employee Appreciation	566	292	533	533	-	533	-	533	533	533	533
MV Water Expense	Uniforms	1,131	1,187	1,170	1,170	-	1,170	-	1,170	1,170	1,170	1,170
MV Water Expense	Legal - Water	25,465	26,291	20,000	20,000	-	20,000	-	20,000	20,000	20,000	20,000
MV Water Expense	Legal - Elk Run	-	-	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
MV Water Expense	Legal - TSG Water	-	-	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
MV Water Expense	Water Consulting	-	2,880	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
MV Water Expense	Water Sample Analysis	16,275	24,060	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
MV Water Expense	Water Augmentation Plan (2)	36,771	28,799	30,000	30,000	-	30,000	-	30,000	30,000	30,000	30,000
MV Water Expense	Water Rights (5)	17,808	10,296	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
MV Water Expense	Janitorial/Trash Removal	1,430	1,790	1,586	1,586	-	1,586	-	1,586	1,586	1,586	1,586
MV Water Expense	Repair & Maintenance (3)	26,064	26,250	38,000	38,000	-	38,000	-	38,000	38,000	38,000	38,000
MV Water Expense	Vehicle Repair & Maintenance	3,382	2,245	3,445	3,445	-	3,445	-	3,445	3,445	3,445	3,445
MV Water Expense	Software Support	3,965	1,716	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
MV Water Expense	Backflow Testing	-	3,453	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
MV Water Expense	Facility Expenses	738	966	1,170	1,170	-	1,170	-	1,170	1,170	1,170	1,170
MV Water Expense	Insurance	15,265	14,490	21,000	21,000	-	21,000	-	21,000	21,000	21,000	21,000
MV Water Expense	Communications	4,793	4,935	4,329	4,329	-	4,329	-	4,329	4,329	4,329	4,329
MV Water Expense	Internet Services	2,011	2,011	2,208	2,208	-	2,208	-	2,208	2,208	2,208	2,208
MV Water Expense	Dues & Fees	4,720	5,499	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
MV Water Expense	Travel-Education & Training	4,528	615	5,000	-	(5,000)	5,000	5,000	5,000	5,000	5,000	5,000
MV Water Expense	Invoice Processing	4,520	4,225	4,000	4,000	-	4,000	-	4,000	4,000	4,000	4,000
MV Water Expense	Online Payment Processing Fees	19,302	25,010	20,000	25,000	5,000	25,000	-	25,000	25,000	25,000	25,000
MV Water Expense	Postage & Freight	4,581	5,238	5,772	5,772	-	5,772	-	5,772	5,772	5,772	5,772
MV Water Expense	General Supplies & Materials	22,568	10,266	20,955	20,955	-	20,955	-	20,955	20,955	20,955	20,955
MV Water Expense	Supplies - Chlorine	8,647	16,611	22,000	22,000	-	22,000	-	22,000	22,000	22,000	22,000
MV Water Expense	Supplies - Office	1,638	1,347	1,714	1,714	-	1,714	-	1,714	1,714	1,714	1,714
MV Water Expense	Meter Purchases	635	2,463	3,200	3,200	-	3,200	-	3,200	3,200	3,200	3,200
MV Water Expense	Business Meals	52	107	150	80	(70)	80	-	80	80	80	80
MV Water Expense	COVID-19 RELATED EXPENSES	-	-	-	500	500	500	-	-	-	-	-
MV Water Expense	Utilities - Natural Gas	1,637	2,088	3,435	3,435	-	3,435	-	3,435	3,435	3,435	3,435
MV Water Expense	Utilities - Electricity	360,365	285,966	312,090	312,090	-	312,090	-	312,090	312,090	312,090	312,090
MV Water Expense	Utilities - Gasoline	6,615	5,792	9,489	9,489	-	9,489	-	9,489	9,489	9,489	9,489
MV Water Expense	Pump Replacement	25,408	28,760	23,397	23,397	-	23,397	-	23,397	23,397	23,397	23,397
MV Water Expense	Tank Maintenance (4)	-	-	100,000	-	(100,000)	300,000	300,000	-	-	-	-
Grants and Contributions	San Miguel Watershed Coalition	10,000	10,000	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
MV Water Expense	Water Conservation Incentives	3,327	7,044	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
<b>Total</b>		<b>1,038,547</b>	<b>962,406</b>	<b>1,154,787</b>	<b>1,055,217</b>	<b>(99,570)</b>	<b>1,379,340</b>	<b>324,123</b>	<b>1,080,200</b>	<b>1,081,588</b>	<b>1,083,004</b>	<b>1,084,448</b>

(2) Augmentation water lease with Trout Lake

(3) 2020 New batteries for Wapiti solar system \$10,000

(4) Double Cabins Tank 2021

(5) Water consultants working with staff and legal on water rights issues.

Ski Ranches Water Expense	Salaries & Wages	10,282	6,782	10,320	10,320	-	10,320	-	10,320	10,320	10,320	10,320
Ski Ranches Water Expense	Group Insurance	622	576	727	727	-	767	40	782	798	814	830
Ski Ranches Water Expense	PERA & Payroll Taxes	1,655	1,089	1,613	1,613	-	1,639	26	1,639	1,639	1,639	1,639
Ski Ranches Water Expense	PERA 401K	379	347	506	506	-	506	-	506	506	506	506
Ski Ranches Water Expense	Water Sample Analysis	1,090	3,517	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Ski Ranches Water Expense	Repair & Maintenance	824	6,960	11,066	11,066	-	11,066	-	11,066	11,066	11,066	11,066
Ski Ranches Water Expense	Dues & Fees	247	261	150	150	-	150	-	150	150	150	150
Ski Ranches Water Expense	General Supplies & Materials	501	475	1,560	1,560	-	1,560	-	1,560	1,560	1,560	1,560
Ski Ranches Water Expense	Chlorine (6)	1,000	-	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Ski Ranches Water Expense	Supplies-Safety	36	200	200	200	-	200	-	200	200	200	200

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**

**Water/Sewer Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
		Projection	Projection	Projection	Projection			Projection	Projection	Projection	Projection	
Ski Ranches Water Expense	Meter Purchases	-	-	500	500	-	500	-	500	500	500	500
Ski Ranches Water Expense	Utilities - Natural Gas	547	1,081	1,746	1,746	-	1,746	-	1,746	1,746	1,746	1,746
Ski Ranches Water Expense	Utilities - Electricity	2,392	4,704	3,309	3,309	-	3,309	-	3,309	3,309	3,309	3,309
Ski Ranches Water Expense	Utilities - Gasoline	349	229	958	958	-	958	-	958	958	958	958
Ski Ranches Water Expense	Tank And Pipe Replacement	941	-	5,850	5,850	-	5,850	-	5,850	5,850	5,850	5,850
<b>Total</b>		<b>20,864</b>	<b>26,221</b>	<b>42,005</b>	<b>42,005</b>	<b>-</b>	<b>42,070</b>	<b>66</b>	<b>42,086</b>	<b>42,101</b>	<b>42,117</b>	<b>42,134</b>

**(6) Increased water usage**

Water/Sewer Capital Expense	Leak Detection System	-	19,950	-	-	-	-	-	-	-	-	-
Water/Sewer Capital Expense	Vehicles	27,391	-	-	-	-	-	-	-	-	-	-
Water/Sewer Capital Expense	Miscellaneous FF&E (10)	-	-	-	-	-	35,000	35,000	-	-	-	-
Water/Sewer Capital Expense	Arizona Water Line	-	-	-	-	-	-	-	-	-	-	-
Water/Sewer Capital Expense	Ski Ranches Capital (9)	230,735	239,522	250,000	250,000	-	250,000	-	250,000	250,000	250,000	250,000
Water/Sewer Capital Expense	Power Generators (8)	93,492	25,282	-	-	-	-	-	-	175,000	-	-
Water/Sewer Capital Expense	Lift 7 Waterline	-	-	-	-	-	-	-	-	-	-	-
Water/Sewer Capital Expense	Regional Sewer Capital	183,754	328,769	851,751	475,650	(376,101)	1,795,500	1,319,850	2,409,750	2,481,500	1,606,500	1,190,000
Water/Sewer Capital Expense	Wells - New	21,637	137,226	-	-	-	-	-	-	-	-	-
Water/Sewer Capital Expense	San Miguel Pump (7)	50,293	50,808	-	150,287	150,287	-	(150,287)	-	-	-	200,000
<b>Total</b>		<b>607,301</b>	<b>801,557</b>	<b>1,101,751</b>	<b>875,937</b>	<b>(225,814)</b>	<b>2,080,500</b>	<b>1,204,563</b>	<b>2,659,750</b>	<b>2,906,500</b>	<b>1,856,500</b>	<b>1,640,000</b>

(7) 2020 - Replacement booster pump and motor \$100,000, 2- replacement well pumps (9&10) and motors \$50,287, Replace booster pump 2025

(8) Backup generator/ building for wells 6,26 and 30 in 2023

(9) Water line replacement

(10) 2- new sensus hand held meter readers

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
***Broadband Fund***

Worksheet	Account Name						2022 Long	2023 Long	2024 Long	2025 Long		
		Actuals 2018	Actuals 2019	2020 Original	2020 Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
	<b><u>Summary</u></b>											
	<b><u>Revenues</u></b>											
	Cable Revenues	954,525	993,838	1,022,472	1,022,472	-	997,472	(25,000)	601,042	601,042	601,042	601,042
	Internet Revenues	1,039,306	1,112,465	946,666	946,666	-	1,012,200	65,534	1,012,200	1,012,200	1,012,200	1,012,200
	Phone Revenues	42,665	40,863	43,000	40,000	(3,000)	35,000	(5,000)	35,000	35,000	35,000	35,000
	Miscellaneous Revenues	63,876	48,369	68,640	62,640	(6,000)	70,540	7,900	70,540	70,540	70,540	70,540
	<b>Total Revenues</b>	<b>2,100,372</b>	<b>2,195,536</b>	<b>2,080,778</b>	<b>2,071,778</b>	<b>(9,000)</b>	<b>2,115,212</b>	<b>43,434</b>	<b>1,718,782</b>	<b>1,718,782</b>	<b>1,718,782</b>	<b>1,718,782</b>
	<b><u>Expenses</u></b>											
	Cost of Cable Sales	810,902	836,649	904,833	912,853	8,020	933,382	20,529	254,600	254,600	254,600	254,600
	Cost of Internet Sales	205,620	257,744	190,000	213,000	23,000	190,000	(23,000)	190,000	190,000	190,000	190,000
	Cost of Phone Sales	24,344	22,326	12,000	12,000	-	12,000	-	12,000	12,000	12,000	12,000
	Operations	617,216	602,877	711,023	728,794	17,771	707,804	(20,990)	689,255	668,735	670,244	671,783
	Broadband Fund Contingency	2,313	-	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
	Contingency											
	<b>Total Expense</b>	<b>1,660,394</b>	<b>1,719,596</b>	<b>1,820,856</b>	<b>1,869,648</b>	<b>48,791</b>	<b>1,846,187</b>	<b>(23,461)</b>	<b>1,148,855</b>	<b>1,128,334</b>	<b>1,129,843</b>	<b>1,131,383</b>
	<b><u>Capital</u></b>											
	Capital Outlay	227,622	981,650	2,181,645	1,732,645	(449,000)	545,000	(1,187,645)	30,000	30,000	30,000	30,000
	<b>Total Capital</b>	<b>227,622</b>	<b>981,650</b>	<b>2,181,645</b>	<b>1,732,645</b>	<b>(449,000)</b>	<b>545,000</b>	<b>(1,187,645)</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>
	<b><u>Other Sources/Uses</u></b>											
	Broadband Other Source/Uses	(10,000)	424,383	2,098,974	1,719,071	(379,903)	447,631	(1,271,440)	-	-	-	-
	Transfer (To)/From General Fund											
	Broadband Other Source/Uses	(163,416)	(169,531)	(177,250)	(188,556)	(11,306)	(171,656)	16,900	(114,128)	(116,262)	(113,624)	(115,423)
	Transfer To GF - Overhead Allocation											
	<b>Total Other Sources/Uses</b>	<b>(173,416)</b>	<b>254,852</b>	<b>1,921,724</b>	<b>1,530,515</b>	<b>(391,209)</b>	<b>275,974</b>	<b>(1,254,540)</b>	<b>(114,128)</b>	<b>(116,262)</b>	<b>(113,624)</b>	<b>(115,423)</b>
	<b>Surplus (Deficit)</b>	<b>38,940</b>	<b>(250,858)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>425,799</b>	<b>444,186</b>	<b>445,314</b>	<b>441,976</b>
	<b>Beginning Available Fund Balance</b>	<b>211,918</b>	<b>250,858</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>425,799</b>	<b>869,985</b>	<b>1,315,299</b>
	<b>Ending Available Fund Balance</b>	<b>250,858</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>425,799</b>	<b>869,985</b>	<b>1,315,299</b>	<b>1,757,275</b>



**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
**Broadband Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection	
				2020 Original	Forecasted	2020 Adjustments	Proposed					2021 Adjustments
<b><u>Revenues</u></b>												
Video Revenues	Basic Residential	495,919	543,783	499,800	493,800	(6,000)	316,942	(176,858)	-	-	-	-
Video Revenues	Fiber Video	-	-	-	12,983	12,983	366,900	353,917	601,042	601,042	601,042	601,042
Video Revenues	Basic Bulk (6)	174,808	188,693	225,000	218,017	(6,983)	93,740	(124,277)	-	-	-	-
Video Revenues	Premium Pay Revenue	40,350	36,474	51,005	51,005	-	37,677	(13,328)	-	-	-	-
Video Revenues	Bulk Premium	33,345	27,910	30,618	30,618	-	22,617	(8,001)	-	-	-	-
Video Revenues	Digital	57,298	55,870	60,000	60,000	-	44,322	(15,678)	-	-	-	-
Video Revenues	HDTV	148,485	136,901	156,049	156,049	-	115,273	(40,776)	-	-	-	-
Video Revenues	Digital DMX Commercial	4,320	4,208	-	-	-	-	-	-	-	-	-
<b>Total Cable Revenues</b>		<b>954,525</b>	<b>993,838</b>	<b>1,022,472</b>	<b>1,022,472</b>	<b>-</b>	<b>997,472</b>	<b>(25,000)</b>	<b>601,042</b>	<b>601,042</b>	<b>601,042</b>	<b>601,042</b>
Internet Revenues	High Speed Internet	535,896	568,612	515,000	515,000	-	775,000	260,000	775,000	775,000	775,000	775,000
Internet Revenues	Fiber Wi-Fi	-	-	-	-	-	2,000	2,000	2,000	2,000	2,000	2,000
Internet Revenues	Bulk Internet	176,409	181,120	155,000	155,000	-	175,000	20,000	175,000	175,000	175,000	175,000
Internet Revenues	Non Subscriber High Speed Internet	269,528	302,120	220,000	220,000	-	-	(220,000)	-	-	-	-
Internet Revenues	Internet Business Class	52,835	45,597	51,866	51,866	-	55,000	3,134	55,000	55,000	55,000	55,000
Internet Revenues	High Speed Static Address	4,638	4,689	-	-	-	-	-	-	-	-	-
Internet Revenues	Dark Fiber Leased Revenues	-	10,327	4,800	4,800	-	5,200	400	5,200	5,200	5,200	5,200
<b>Total Internet Revenues</b>		<b>1,039,306</b>	<b>1,112,465</b>	<b>946,666</b>	<b>946,666</b>	<b>-</b>	<b>1,012,200</b>	<b>65,534</b>	<b>1,012,200</b>	<b>1,012,200</b>	<b>1,012,200</b>	<b>1,012,200</b>
Broadband Misc Revenues	Other-Advertising Revenue (1)	6,862	-	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Broadband Misc Revenues	Other-Labor (2)	930	600	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Broadband Misc Revenues	Other - Parts (3)	7,344	124	4,500	4,500	-	4,500	-	4,500	4,500	4,500	4,500
Broadband Misc Revenues	Other-Connection Fees (4)	18,520	15,225	20,000	20,000	-	25,000	5,000	25,000	25,000	25,000	25,000
Broadband Misc Revenues	Cable Equipment Rental	5,331	3,991	16,000	16,000	-	16,000	-	16,000	16,000	16,000	16,000
Broadband Misc Revenues	Fiber DVR	-	-	-	-	-	2,500	2,500	2,500	2,500	2,500	2,500
Broadband Misc Revenues	Other-Leased Access Revenue (5)	5,340	5,340	5,340	5,340	-	5,340	-	5,340	5,340	5,340	5,340
Broadband Misc Revenues	Leased Fiber Access	1,200	1,200	4,800	4,800	-	5,200	400	5,200	5,200	5,200	5,200
Broadband Misc Revenues	Other-Late Payment Fees	13,560	11,270	12,500	6,500	(6,000)	6,500	-	6,500	6,500	6,500	6,500
Broadband Misc Revenues	Other-NSF Fees	125	-	-	-	-	-	-	-	-	-	-
Broadband Misc Revenues	Other-Recovery Income	221	559	-	-	-	-	-	-	-	-	-
Broadband Misc Revenues	Channel Revenue	2,460	7,792	-	-	-	-	-	-	-	-	-
Broadband Misc Revenues	Miscellaneous Revenue	1,983	2,269	-	-	-	-	-	-	-	-	-
<b>Total Miscellaneous Revenues</b>		<b>63,876</b>	<b>48,369</b>	<b>68,640</b>	<b>62,640</b>	<b>(6,000)</b>	<b>70,540</b>	<b>7,900</b>	<b>70,540</b>	<b>70,540</b>	<b>70,540</b>	<b>70,540</b>
Phone Revenues	Basic Phone Service	42,272	40,471	43,000	40,000	(3,000)	35,000	(5,000)	35,000	35,000	35,000	35,000
Phone Revenues	Changes To Service Fee	350	325	-	-	-	-	-	-	-	-	-
Phone Revenues	Long Distance Charges	43	67	-	-	-	-	-	-	-	-	-
<b>Total Phone Revenues</b>		<b>42,665</b>	<b>40,863</b>	<b>43,000</b>	<b>40,000</b>	<b>(3,000)</b>	<b>35,000</b>	<b>(5,000)</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>

- (1) Local ad insertions
- (2) Hourly work performed by cable techs
- (3) Parts/Equipment bought by customer from MVB

- (4) Cable Tech install fees
- (5) Programming paid to MVB
- (6) Lost VCA bulk account

**Cost of Sales**

Cable Cost of Sales	Basic Programming Fee	664,190	701,073	694,824	694,824	-	591,758	(103,066)	-	-	-	-
Cable Cost of Sales	Fiber Video Services	-	-	-	8,020	8,020	167,680	159,660	248,400	248,400	248,400	248,400
Cable Cost of Sales	Copyright Royalties	5,879	4,112	7,492	7,492	-	6,200	(1,293)	6,200	6,200	6,200	6,200
Cable Cost of Sales	Premium Program Fees	79,013	73,041	95,717	95,717	-	79,202	(16,515)	-	-	-	-
Cable Cost of Sales	Digital - Basic Program Fees	47,407	43,778	90,695	90,695	-	75,047	(15,648)	-	-	-	-
Cable Cost of Sales	TV Guide Programming	6,977	7,199	7,169	7,169	-	5,932	(1,237)	-	-	-	-
Cable Cost of Sales	HDTV	3,621	3,628	6,121	6,121	-	5,064	(1,056)	-	-	-	-
Cable Cost of Sales	TV Everywhere Fees	3,815	3,818	2,816	2,816	-	2,500	(316)	-	-	-	-
<b>Total Cable Cost of Sales</b>		<b>810,902</b>	<b>836,649</b>	<b>904,833</b>	<b>912,853</b>	<b>8,020</b>	<b>933,382</b>	<b>20,529</b>	<b>254,600</b>	<b>254,600</b>	<b>254,600</b>	<b>254,600</b>
Phone Cost of Sales	Phone Service Costs	22,377	22,326	12,000	12,000	-	12,000	-	12,000	12,000	12,000	12,000

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
**Broadband Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020			2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments				
Phone Cost of Sales	Connection Fees-Phone	1,967	-	-	-	-	-	-	-	-	-	
<b>Total Phone Cost of Sales</b>		<b>24,344</b>	<b>22,326</b>	<b>12,000</b>	<b>12,000</b>	<b>-</b>	<b>12,000</b>	<b>-</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	
Internet Cost of Sales	ISP & T1 (7)	205,620	235,271	190,000	190,000	-	190,000	-	190,000	190,000	190,000	
Internet Cost of Sales	IP Addresses in Lieu	-	22,473	-	23,000	23,000	-	(23,000)	-	-	-	
<b>Total Internet Cost of Sales</b>		<b>205,620</b>	<b>257,744</b>	<b>190,000</b>	<b>213,000</b>	<b>23,000</b>	<b>190,000</b>	<b>(23,000)</b>	<b>190,000</b>	<b>190,000</b>	<b>190,000</b>	

(7) Currently looking to exit century link and engage Mammoth Networks for redundancy

**Capital**

Broadband Fund Capital	Test Equipment (8)	2,500	-	5,000	-	(5,000)	5,000	5,000	10,000	10,000	10,000	10,000
Broadband Fund Capital	Software Upgrades (9)	-	-	24,000	-	(24,000)	20,000	20,000	20,000	20,000	20,000	20,000
Broadband Fund Capital	Vehicles	30,328	-	10,000	-	(10,000)	-	-	-	-	-	-
Broadband Fund Capital	Equipment (10)	4,922	-	20,000	10,000	(10,000)	20,000	10,000	-	-	-	-
Broadband Fund Capital	System Upgrades (11)	189,872	981,650	2,122,645	1,722,645	(400,000)	500,000	(1,222,645)	-	-	-	-
<b>Total Capital</b>		<b>227,622</b>	<b>981,650</b>	<b>2,181,645</b>	<b>1,732,645</b>	<b>(449,000)</b>	<b>545,000</b>	<b>(1,187,645)</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>

(8) Ethernet equipment testing at the home

(9) Software renewals for adtran juniper mosaic

(10) Replacement equipment for video services programming receivers

(11) Ongoing FTTH upgrade 10% contingency included mapping

**Operating Costs**

Operating Costs	Salaries & Wages	265,518	284,135	302,489	323,942	21,453	302,489	(21,453)	302,489	302,489	302,489	302,489
Operating Costs	Housing Allowance	12,517	12,652	12,840	12,840	-	12,840	-	12,840	12,840	12,840	12,840
Operating Costs	Group Insurance	49,747	52,587	68,750	68,750	-	72,531	3,781	73,982	75,462	76,971	78,510
Operating Costs	Dependent Health Reimbursement	(4,017)	(3,611)	(4,356)	(4,356)	-	(4,356)	-	(4,356)	(4,356)	(4,356)	(4,356)
Operating Costs	PERA & Payroll Taxes	40,851	43,427	47,279	51,442	4,163	48,035	(3,407)	48,035	48,035	48,035	48,035
Operating Costs	PERA 401K	23,019	23,731	22,592	22,592	-	22,592	-	22,592	22,592	22,592	22,592
Operating Costs	Workers Compensation	4,595	5,125	6,064	6,064	-	6,064	-	6,064	6,064	6,064	6,064
Operating Costs	Other Employee Benefits	800	4,320	4,500	4,500	-	5,280	780	5,280	5,280	5,280	5,280
Operating Costs	Uniforms	174	280	500	500	-	500	-	500	500	500	500
Operating Costs	Operations Consulting	45,948	-	-	-	-	-	-	-	-	-	-
Operating Costs	Bad Debt Expense	6,079	365	5,000	7,500	2,500	7,500	-	7,500	7,500	7,500	7,500
Operating Costs	Legal	-	431	-	-	-	500	500	500	500	500	500
Operating Costs	Technical - Computer Support (12)	50,779	48,775	47,940	47,940	-	48,899	959	48,899	48,899	48,899	48,899
Operating Costs	Call Center Fees	1,462	1,416	1,800	1,800	-	1,800	-	1,800	1,800	1,800	1,800
Operating Costs	Janitorial/Trash Removal	1,430	1,790	1,586	1,586	-	1,586	-	1,586	1,586	1,586	1,586
Operating Costs	R/M - Head End (13)	14,118	20,403	25,000	10,000	(15,000)	10,000	-	10,000	10,000	10,000	10,000
Operating Costs	R/M - Plant (13)	22,714	4,689	25,000	25,000	-	25,000	-	25,000	25,000	25,000	25,000
Operating Costs	Vehicle Repair & Maintenance	1,887	3,093	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Operating Costs	Facility Expenses	786	5,910	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Operating Costs	Insurance	4,039	3,866	3,675	3,675	-	3,675	-	3,675	3,675	3,675	3,675
Operating Costs	Communications	6,055	7,479	5,578	5,578	-	5,578	-	5,578	5,578	5,578	5,578
Operating Costs	Marketing & Advertising	204	-	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Operating Costs	Dues & Fees (14)	1,334	2,083	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Operating Costs	Travel, Education & Training	7,383	32	6,000	6,000	-	5,000	(1,000)	5,000	5,000	5,000	5,000
Operating Costs	Contract Labor	2,495	6,000	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Operating Costs	Cable Locates (15)	246	261	600	600	-	600	-	600	600	600	600
Operating Costs	Invoice Processing	2,225	2,211	3,600	3,600	-	3,600	-	3,600	3,600	3,600	3,600
Operating Costs	Online Payment Processing Fees	17,247	18,671	15,600	20,005	4,405	20,005	-	20,005	20,005	20,005	20,005
Operating Costs	Postage & Freight	3,271	3,710	5,200	5,200	-	5,200	-	5,200	5,200	5,200	5,200

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
Broadband Fund

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020		2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection	
				2020 Original	Forecasted	Adjustments	Proposed					Adjustments
Operating Costs	General Supplies & Materials	1,322	4,487	7,000	7,000	-	9,500	2,500	9,500	9,500	9,500	9,500
Operating Costs	Supplies - Office	1,700	2,718	2,550	2,550	-	2,550	-	2,550	2,550	2,550	2,550
Operating Costs	DVR'S (16)	3,324	13,055	50,000	50,000	-	-	(50,000)	-	-	-	-
Operating Costs	Digital Cable Terminals	2,005	2,920	-	-	-	-	-	-	-	-	-
Operating Costs	Cable Modems/ONT's	2,125	1,944	3,000	3,000	-	50,000	47,000	30,000	8,000	8,000	8,000
Operating Costs	Phone Terminals	-	-	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Operating Costs	Business Meals	994	656	800	800	-	400	(400)	400	400	400	400
Operating Costs	Employee Appreciation	460	656	500	500	-	500	-	500	500	500	500
Operating Costs	Covid-19 Related Expenses	-	-	-	250	250	-	(250)	-	-	-	-
Operating Costs	Utilities - Natural Gas	547	1,081	986	986	-	986	-	986	986	986	986
Operating Costs	Utilities - Electricity	17,748	18,772	21,608	21,608	-	21,608	-	21,608	21,608	21,608	21,608
Operating Costs	Utilities - Gasoline	3,716	2,758	4,343	4,343	-	4,343	-	4,343	4,343	4,343	4,343
Operating Costs	Non-capital Equipment	369	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Costs</b>		<b>617,216</b>	<b>602,877</b>	<b>711,023</b>	<b>728,794</b>	<b>17,771</b>	<b>707,804</b>	<b>(20,990)</b>	<b>689,255</b>	<b>668,735</b>	<b>670,244</b>	<b>671,783</b>

- (12) Managed network and data base services
- (13) Parts replacement of headend equipment and plant amplifiers
- (14) Tech dues
- (15) UNCC ticket fees
- (16) Initial investment in cable boxes for upgrade

Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections

Telluride Conference Center (TCC)

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020 Original	2020	2020	2021	2021	2022 Long	2023 Long	2024 Long	2025 Long
					Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
									Projection	Projection	Projection	Projection
TCC Expense	Facility Expenses	1,872	-	-	-	-	-	-	-	-	-	-
TCC Expense	Contract Labor (1)	-	-	50,000	50,000	-	-	(50,000)	-	-	-	-
TCC Expense	HOA Dues (3)	87,796	90,768	107,079	113,162	6,083	131,538	18,376	130,291	106,246	100,668	102,681
TCC Expense	Marketing (2)	100,000	100,000	100,000	100,000	-	-	(100,000)	-	-	-	-
TCC Expense	Capital Expenses (2)	12,875	6,471	20,000	20,000	-	20,000	-	20,000	20,000	20,000	20,000
<b>Total Expense</b>		<b>202,543</b>	<b>197,239</b>	<b>277,079</b>	<b>283,162</b>	<b>6,083</b>	<b>151,538</b>	<b>(131,624)</b>	<b>150,291</b>	<b>126,246</b>	<b>120,668</b>	<b>122,681</b>
TCC Other Sources/Uses	Transfer (To)/From General Fund Operations	202,543	197,239	257,079	263,162	6,083	131,538	(131,624)	130,291	106,246	100,668	102,681
TCC Other Sources/Uses	Transfer (To)/From General Fund Cap/MR&R	-	-	20,000	20,000	-	20,000	-	20,000	20,000	20,000	20,000
<b>Total Other Source/Uses</b>		<b>202,543</b>	<b>197,239</b>	<b>277,079</b>	<b>283,162</b>	<b>6,083</b>	<b>151,538</b>	<b>(131,624)</b>	<b>150,291</b>	<b>126,246</b>	<b>120,668</b>	<b>122,681</b>
<b>Surplus (Deficit)</b>		-	-	-	-	-	-	-	-	-	-	-

(1) 2020 Study/consulting for possible expansion (pushed from 2019)

(2) Contractual obligation

(3) TMVOA dues increased 25% in 2019, FKL dues are increasing 18.32% in 2020 and increases for a few years to build reserves for capital projects.



**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
**Gondola Fund**

Worksheet	Account Name						2022 Long	2023 Long	2024 Long	2025 Long		
		Actuals 2018	Actuals 2019	2020 Original	2020 Forecasted	2020 Adjustments	2021 Proposed	2021 Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Gondola - MARRS	Salaries & Wages (*)	53,265	55,328	59,542	62,042	2,500	59,542	(2,500)	59,542	59,542	59,542	59,542
Gondola - MARRS	PERA & Payroll Taxes	8,201	8,354	9,158	9,852	694	9,455	(397)	9,455	9,455	9,455	9,455
Gondola - MARRS	Workers Compensation	1,092	1,362	2,866	2,866	-	2,866	-	2,866	2,866	2,866	2,866
Gondola - MARRS	Payroll Processing	2,460	3,035	1,680	5,000	3,320	5,000	-	5,000	5,000	5,000	5,000
Gondola - MARRS	General Supplies & Materials	-	-	500	500	-	500	-	500	500	500	500
Gondola - MARRS	MARRS Zip Bikes	-	-	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Gondola - MARRS	Evacuee Clothing	-	-	500	-	(500)	-	-	-	-	-	-
<b>Total MARRS</b>		<b>65,018</b>	<b>68,079</b>	<b>76,246</b>	<b>82,260</b>	<b>6,014</b>	<b>79,363</b>	<b>(2,897)</b>	<b>79,363</b>	<b>79,363</b>	<b>79,363</b>	<b>79,363</b>

**\* Training two new MARRS riders 2020**

Gondola - FGOA	Technical Support	3,255	5,896	5,500	5,500	-	5,500	-	5,500	5,500	5,500	5,500
Gondola - FGOA	Lightning Detection Service	1,500	17,200	18,000	17,200	(800)	17,200	-	17,200	17,200	17,200	17,200
Gondola - FGOA	Janitorial/Trash Removal	24,118	35,267	35,000	27,500	(7,500)	35,000	7,500	35,000	35,000	35,000	35,000
Gondola - FGOA	Insurance	31,747	35,185	37,057	37,057	-	37,057	-	37,057	37,057	37,057	37,057
Gondola - FGOA	Communications	17,884	17,755	12,000	12,000	-	12,000	-	12,000	12,000	12,000	12,000
Gondola - FGOA	Dues & Fees	7,019	5,945	7,500	6,000	(1,500)	6,000	-	6,000	6,000	6,000	6,000
Gondola - FGOA	Utilities - Water/Sewer	8,257	8,785	6,624	9,000	2,376	9,000	-	9,000	9,000	9,000	9,000
Gondola - FGOA	Utilities - Natural Gas	32,700	44,033	39,375	39,375	-	39,375	-	39,375	39,375	39,375	39,375
Gondola - FGOA	Utilities - Electricity	254,158	264,643	275,000	240,000	(35,000)	275,000	35,000	275,000	275,000	275,000	275,000
Gondola - FGOA	Utilities - Internet	2,137	2,137	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Gondola - FGOA	Gondola Employee Shuttle Expense	8,783	3,656	11,000	7,000	(4,000)	10,000	3,000	10,000	10,000	10,000	10,000
Gondola - FGOA	Legal - Miscellaneous	6,991	4,894	6,000	7,500	1,500	7,500	-	7,500	7,500	7,500	7,500
<b>Total FGOA</b>		<b>398,549</b>	<b>445,396</b>	<b>455,556</b>	<b>410,632</b>	<b>(44,924)</b>	<b>456,132</b>	<b>45,500</b>	<b>456,132</b>	<b>456,132</b>	<b>456,132</b>	<b>456,132</b>

Chondola	Salaries & Wages - Operations	56,295	51,404	54,560	54,560	-	54,560	-	54,560	54,560	54,560	54,560
Chondola	Salaries & Wages - Maintenance	6,771	11,102	10,500	10,500	-	10,500	-	10,500	10,500	10,500	10,500
Chondola	PERA & Payroll Taxes	10,072	9,438	11,187	10,332	(856)	10,332	-	10,332	10,332	10,332	10,332
Chondola	Workers Compensation	2,314	2,872	3,570	3,570	-	3,570	-	3,570	3,570	3,570	3,570
Chondola	Telski Labor	22,808	22,454	23,000	23,000	-	23,000	-	23,000	23,000	23,000	23,000
Chondola	Telski-Dues, Fees, Licenses	1,220	941	2,750	2,750	-	2,750	-	2,750	2,750	2,750	2,750
Chondola	Telski - Parts & Supplies	19,754	38,752	28,000	28,000	-	28,000	-	28,000	28,000	28,000	28,000
Chondola	Telski - Outside Labor	1,876	150	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Chondola	Telski-Utilities	25,872	20,348	30,000	30,000	-	30,000	-	30,000	30,000	30,000	30,000
Chondola	Major R&R Terminal Rebuilds (1)	-	-	71,334	20,000	(51,334)	74,945	54,945	76,819	78,739	79,723	80,707
Chondola	Major R&R Grip Jaws	-	7,936	30,000	30,000	-	-	(30,000)	-	-	-	-
Chondola	Major R&R - Cabin Replacement	-	-	-	-	-	-	-	-	-	-	-
Chondola	Gearbox Rebuild	10,354	-	-	-	-	-	-	-	-	-	-
Chondola	Controls	33,998	790	-	-	-	-	-	-	-	-	-
Chondola	Cabin Refurbs	22,046	-	-	-	-	-	-	-	-	-	-
Chondola	Haul Rope Replacement (2)	-	-	-	-	-	-	-	-	-	150,000	-
Chondola	Video Surveillance	-	-	-	-	-	-	-	-	-	-	-
Chondola	Belt Replacement	-	-	5,000	-	(5,000)	-	-	-	-	-	-
Chondola	Major R&R - Painting	-	5,079	-	-	-	-	-	-	-	-	-
Chondola	AC Drives, Motors, Processors	19,149	-	-	-	-	-	-	-	-	-	-
Chondola	Seat Pads	-	-	-	-	-	-	-	-	-	-	-
Chondola	Sound Dampening	-	-	-	-	-	-	-	-	-	-	-
<b>Total Chondola</b>		<b>232,529</b>	<b>171,266</b>	<b>274,901</b>	<b>217,712</b>	<b>(57,190)</b>	<b>242,657</b>	<b>24,945</b>	<b>244,531</b>	<b>246,451</b>	<b>397,435</b>	<b>248,419</b>

**(1) 2020-2024 Chondola Estimate**  
**(2) 2024 Haul Rope Replacement**

Gondola Operations	Salaries & Wages	1,037,021	1,105,229	1,127,437	1,127,437	-	1,127,437	-	1,127,437	1,127,437	1,127,437	1,127,437
Gondola Operations	Seasonal Bonus	33,050	36,218	35,000	35,000	-	35,000	-	35,000	35,000	35,000	35,000
Gondola Operations	Gondola Ops-Admin Mgmt Support	172,907	181,874	182,238	160,000	(22,238)	182,238	22,238	182,238	182,238	182,238	182,238
Gondola Operations	Offset Labor	-	-	-	-	-	-	-	-	-	-	-
Gondola Operations	Group Insurance (3)	145,995	144,562	182,496	162,496	(20,000)	192,534	30,037	196,384	200,312	204,318	208,404

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
**Gondola Fund**

Worksheet	Account Name	Actuals		2020		2021		2022 Long	2023 Long	2024 Long	2025 Long	
		2018	2019	Original	Forecasted	Adjustments	Proposed	Adjustments	Term	Term	Term	Term
Gondola Operations	Dependent Health Reimbursement	(8,705)	(7,183)	(5,500)	(5,500)	-	(5,500)	-	(5,500)	(5,500)	(5,500)	(5,500)
Gondola Operations	PERA & Payroll Taxes	160,666	170,903	181,689	181,689	-	184,595	2,906	184,595	184,595	184,595	184,595
Gondola Operations	PERA 401K	17,897	16,606	17,585	17,585	-	17,585	-	17,585	17,585	17,585	17,585
Gondola Operations	Workers Compensation	48,177	52,886	55,230	64,230	9,000	64,230	-	64,230	64,230	64,230	64,230
Gondola Operations	Other Employee Benefits	19,845	24,380	29,078	29,078	-	29,078	-	29,078	29,078	29,078	29,078
Gondola Operations	Agency Compliance	4,948	6,622	1,236	2,500	1,264	2,500	-	2,500	2,500	2,500	2,500
Gondola Operations	Employee Assistance Program	1,056	1,123	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Gondola Operations	Employee Life Insurance	2,369	1,949	5,200	5,200	-	5,200	-	5,200	5,200	5,200	5,200
Gondola Operations	Flex Spending Admin Fees	517	45	268	268	-	268	-	268	268	268	268
Gondola Operations	Uniforms (4)	787	7,999	45,000	42,500	(2,500)	7,500	(35,000)	7,500	10,000	45,000	10,000
Gondola Operations	Payroll Processing	13,433	17,737	14,302	29,052	14,750	29,052	-	29,052	29,052	29,052	29,052
Gondola Operations	Vehicle Repair & Maintenance	101	-	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Gondola Operations	Recruiting	21,093	16,623	16,000	12,000	(4,000)	15,000	3,000	16,000	16,000	16,000	16,000
Gondola Operations	Travel, Education & Training	6,619	4,652	5,000	2,500	(2,500)	2,500	-	2,500	2,500	2,500	2,500
Gondola Operations	Supplies	23,740	20,584	20,000	16,000	(4,000)	18,000	2,000	20,000	20,000	20,000	20,000
Gondola Operations	Operating Incidents	-	209	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Gondola Operations	Blankets - Purchase/Cleaning	865	1,957	3,500	1,206	(2,294)	-	(1,206)	-	-	-	-
Gondola Operations	Business Meals	331	137	500	500	-	500	-	500	500	500	500
Gondola Operations	Employee Appreciation	3,321	5,593	4,500	4,500	-	4,500	-	4,500	4,500	4,500	4,500
Gondola Operations	COVID-19 Related Expenses	-	-	-	30,000	30,000	30,000	-	15,000	15,000	15,000	15,000
Gondola Operations	Utilities - Gas & Oil	1,711	992	4,200	4,200	-	4,200	-	4,200	4,200	4,200	4,200
Gondola Operations	Grant Success Fees	8,474	27,001	8,500	8,500	-	-	(8,500)	-	-	-	-
<b>Total Gondola Ops</b>		<b>1,716,220</b>	<b>1,838,698</b>	<b>1,939,959</b>	<b>1,937,442</b>	<b>(2,518)</b>	<b>1,952,917</b>	<b>15,475</b>	<b>1,944,768</b>	<b>1,951,195</b>	<b>1,990,201</b>	<b>1,959,288</b>

(3) Health insurance running \$31k below projections through June due to lower number of FTYR operators. Expect to hire additional FTYR in second half of year.

(4) Telski's winter uniform cycle hits for the 2020-2021 winter season - By operating agreement, gondola ops uniforms must match TSG lift ops.

Gondola Maintenance	Salaries & Wages	701,189	685,674	743,984	710,000	(33,984)	743,984	33,984	743,984	743,984	743,984	743,984
Gondola Maintenance	Housing Allowance	10,297	10,372	10,716	10,716	-	10,716	-	10,716	10,716	10,716	10,716
Gondola Maintenance	Group Insurance	145,052	146,689	156,557	156,557	-	165,167	8,611	168,471	171,840	175,277	178,783
Gondola Maintenance	Dependent Health Reimbursement	(8,191)	(6,932)	(9,672)	(9,672)	-	(9,672)	-	(9,672)	(9,672)	(9,672)	(9,672)
Gondola Maintenance	PERA & Payroll Taxes	107,038	104,642	116,285	114,450	(1,835)	119,846	5,397	119,846	119,846	119,846	119,846
Gondola Maintenance	PERA 401K	31,951	31,388	37,199	37,199	-	37,199	-	37,199	37,199	37,199	37,199
Gondola Maintenance	Workers Compensation	23,337	39,538	40,950	40,950	-	40,950	-	40,950	40,950	40,950	40,950
Gondola Maintenance	Other Employee Benefits	9,733	22,200	21,480	21,480	-	21,480	-	21,480	21,480	21,480	21,480
Gondola Maintenance	Agency Compliance	267	1,324	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Gondola Maintenance	Employee Assistance Program	650	342	320	320	-	320	-	320	320	320	320
Gondola Maintenance	Employee Life Insurance	2,026	2,656	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Gondola Maintenance	Flex Spending Admin Fees	364	257	300	300	-	300	-	300	300	300	300
Gondola Maintenance	Uniforms	1,430	2,552	6,000	6,000	-	4,000	(2,000)	4,000	4,000	6,000	4,000
Gondola Maintenance	Payroll Processing	4,722	5,234	4,827	9,000	4,173	9,000	-	9,000	9,000	9,000	9,000
Gondola Maintenance	Vehicle Repair & Maintenance (5)	12,439	9,552	25,000	25,000	-	25,000	-	12,500	12,500	12,500	25,000
Gondola Maintenance	Trails & Road Maintenance	5,339	4,616	7,500	7,500	-	7,500	-	7,500	7,500	7,500	7,500
Gondola Maintenance	Facility Expenses (6)	26,896	25,568	30,000	30,000	-	30,000	-	30,000	30,000	30,000	30,000
Gondola Maintenance	Recruiting	736	1,463	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Gondola Maintenance	Dues & Fees	13,283	16,350	14,000	14,000	-	14,000	-	14,000	14,000	14,000	14,000
Gondola Maintenance	Travel, Education & Training	10,734	5,081	10,000	5,000	(5,000)	10,000	5,000	10,000	10,000	10,000	10,000
Gondola Maintenance	Contract Labor	15,185	25,372	20,000	25,000	5,000	25,000	-	25,000	25,000	25,000	25,000
Gondola Maintenance	Postage & Freight	526	1,809	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Gondola Maintenance	Supplies	32,234	30,514	40,000	25,000	(15,000)	40,000	15,000	40,000	40,000	40,000	40,000
Gondola Maintenance	Parts	116,028	107,213	120,000	150,000	30,000	120,000	(30,000)	120,000	120,000	120,000	120,000
Gondola Maintenance	Business Meals	1,016	557	1,000	500	(500)	500	-	500	500	500	500
Gondola Maintenance	Employee Appreciation	610	234	550	550	-	550	-	550	550	550	550
Gondola Maintenance	COVID-19 Related Expenses	-	-	-	10,000	10,000	10,000	-	10,000	10,000	10,000	10,000
Gondola Maintenance	Utilities - Gas & Oil (7)	6,427	5,615	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
<b>Total Gondola Maintenance</b>		<b>1,271,316</b>	<b>1,279,880</b>	<b>1,407,996</b>	<b>1,400,849</b>	<b>(7,147)</b>	<b>1,436,841</b>	<b>35,992</b>	<b>1,427,644</b>	<b>1,431,014</b>	<b>1,436,451</b>	<b>1,450,456</b>

(5) 2020 Snowcat major service/2021 Terex major service/2025 snowcat major service

(6) Revised upward to reflect costs associated with aging infrastructure - roof repairs, bathrooms, etc.

**Town of Mountain Village 2021 Proposed, 2020 Forecasted, and 2022-2025 Long Term Projections**  
**Gondola Fund**

Worksheet	Account Name	Actuals 2018	Actuals 2019	2020			2021		2022 Long Term Projection	2023 Long Term Projection	2024 Long Term Projection	2025 Long Term Projection
				2020 Original	Forecasted	Adjustments	Proposed	Adjustments				
<b>(7) Revised upwards to reflect backup generator fuel consumption</b>												
Gondola Capital/MR&R	Noise Mitigation	355,090	-	35,000	-	(35,000)	-	-	-	-	-	-
Gondola Capital/MR&R	Bull Wheel Replacement (8)	-	-	-	-	-	99,000	99,000	75,000	75,000	75,000	-
Gondola Capital/MR&R	Gearbox Rebuild (9)	-	-	-	-	-	100,000	100,000	-	-	-	-
Gondola Capital/MR&R	Ski/Board Racks Upgrade	-	320	-	-	-	-	-	-	-	-	-
Gondola Capital/MR&R	Gearbox Purchase - Critical Spare Parts	-	-	-	-	-	131,000	131,000	-	-	-	-
Gondola Capital/MR&R	Haul Ropes	464,495	-	-	-	-	-	-	-	-	-	-
Gondola Capital/MR&R	Conveyor Drives & Gear Motors	-	-	20,000	-	(20,000)	-	-	-	-	-	-
Gondola Capital/MR&R	Conveyor Rebuilds (10)	-	-	150,000	-	(150,000)	275,000	275,000	-	-	-	-
Gondola Capital/MR&R	Cabin Window Buffing	-	18,678	10,000	10,000	-	20,000	10,000	10,000	20,000	10,000	20,000
Gondola Capital/MR&R	Fiber Optics - Control System (11)	450,000	819,684	-	-	-	20,000	20,000	-	-	-	-
Gondola Capital/MR&R	Cabin Refurbs (12)	350,042	221,824	20,000	50,000	30,000	20,000	(30,000)	20,000	20,000	20,000	20,000
Gondola Capital/MR&R	Station Upgrades (13)	-	70,832	400,000	55,000	(345,000)	-	(55,000)	350,000	-	-	-
Gondola Capital/MR&R	Electric Motor (14)	-	-	-	-	-	25,000	25,000	-	-	-	-
Gondola Capital/MR&R	Lighting Array Repairs (15)	90,334	-	40,000	40,000	-	20,000	(20,000)	20,000	20,000	20,000	20,000
Gondola Capital/MR&R	Wayfinding	81,879	18,418	-	-	-	-	-	-	-	-	-
<b>Total MR&amp;R</b>		<b>1,791,839</b>	<b>1,149,756</b>	<b>675,000</b>	<b>155,000</b>	<b>(520,000)</b>	<b>710,000</b>	<b>555,000</b>	<b>475,000</b>	<b>135,000</b>	<b>125,000</b>	<b>60,000</b>
Gondola Capital/MR&R	Gondola Cabins	323	5,000	-	-	-	-	-	-	-	-	-
Gondola Capital/MR&R	Vehicles	-	-	-	-	-	-	-	-	-	-	-
Gondola Capital/MR&R	Equipment Replacement (16)	-	28,506	12,000	12,000	-	12,000	-	18,000	-	30,000	14,000
Gondola Capital/MR&R	Grip Replacements (17)	-	-	-	-	-	-	-	125,000	125,000	-	-
Gondola Capital/MR&R	Bike Racks (18)	-	1,182	100,000	2,500	(97,500)	37,500	35,000	37,500	-	-	-
Gondola Capital/MR&R	Staircases	58,970	-	-	-	-	-	-	-	-	-	-
Gondola Capital/MR&R	Terminal Flooring	82,485	-	-	-	-	-	-	-	-	-	-
Gondola Capital/MR&R	AC Drives/Motors	-	-	-	-	-	-	-	-	-	-	-
<b>Total Capital</b>		<b>141,778</b>	<b>34,688</b>	<b>112,000</b>	<b>14,500</b>	<b>(97,500)</b>	<b>49,500</b>	<b>35,000</b>	<b>180,500</b>	<b>125,000</b>	<b>30,000</b>	<b>14,000</b>

(8) 2021 critical spare parts, 2022-2024 placeholders for all 3 drive bullwheels, subject to condition

759,500    590,000    655,500    260,000    155,000    74,000

(9) 2021 Gearbox rebuilds (every 5 years); 80% grant funded in 2021

(10) 80% grant funded in 2021

(11) 2021 Fiber optic comm-line from angle to market station

(12) 2020 - Refurb 2x Steamboat old Omegas and 1x OM3; 2021-2025 placeholder for potential damages

(13) 2020 Angle station fire suppression system upgrades; 2022 Angle station bathrooms

(14) AC motor rebuild every 5 years; 80 % grant funded 2021

(15) 2020 Station 4 roof array replacement; 2021-2025 placeholders

(16) 2020 - Snowmobile replacement; 2021 - Snowmobile Replacement; 2022 - UTV replacement; 2024 UTV replacement, Snowmobile replacement; 2025 snowmobile replacements

(17) 2022 and 2023 - 7 Year jaw/spring replacement schedule

(18) 2021 door Racks for 30 Om 3/4 cabins



2021 Financial Planning Management Summary\* - Budget

\* 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	
<b>Inflows</b>																	
Revenues	\$ 9,933,091	\$ -	\$ -	\$ -	\$ 408,000	\$ 3,516,564	\$ 2,115,213	\$ -	\$ 2,353,950	\$ 34,630	\$ 569,762	\$ 18,931,210		\$ 1,856,919	103,241	\$ 5,102,410	\$ 25,993,780
<b>Debt Service Income</b>																	
Property Tax (Income)	-	-	32,000	-	480,012	-	-	-	-	-	-	512,012		-	-	-	512,012
Other Income	-	-	-	-	2,000	-	-	-	3,500	-	-	5,500		-	-	206,000	211,500
<b>Total Debt Service Income</b>	-	-	32,000	-	482,012	-	-	-	3,500	-	-	517,512		-	-	206,000	723,512
<b>Inflow Subtotal (Revenues)</b>	<b>9,933,091</b>	<b>-</b>	<b>32,000</b>	<b>-</b>	<b>890,012</b>	<b>3,516,564</b>	<b>2,115,213</b>	<b>-</b>	<b>2,357,450</b>	<b>34,630</b>	<b>569,762</b>	<b>19,448,722</b>		<b>1,856,919</b>	<b>103,241</b>	<b>5,308,410</b>	<b>26,717,292</b>
<b>Other Sources and Uses (Inflows)</b>																	
Interfund Transfers In	691,681	290,831	-	1,046,546	-	-	447,631	151,538	68,773	415,792	126,770	3,239,562		-	-	-	3,239,562
Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-
Tap Fees	-	-	-	-	-	107,000	-	-	-	-	-	107,000		-	-	-	107,000
Sale of Assets	-	-	-	400,000	-	-	-	-	-	-	-	400,000		-	-	-	400,000
<b>Other Sources and Uses (Inflows) Total</b>	<b>691,681</b>	<b>290,831</b>	<b>-</b>	<b>1,446,546</b>	<b>-</b>	<b>107,000</b>	<b>447,631</b>	<b>151,538</b>	<b>68,773</b>	<b>415,792</b>	<b>126,770</b>	<b>3,746,562</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>3,746,562</b>
<b>Total Inflows</b>	<b>10,624,772</b>	<b>290,831</b>	<b>32,000</b>	<b>1,446,546</b>	<b>890,012</b>	<b>3,623,564</b>	<b>2,562,844</b>	<b>151,538</b>	<b>2,426,223</b>	<b>450,422</b>	<b>696,532</b>	<b>23,195,284</b>		<b>1,856,919</b>	<b>103,241</b>	<b>5,308,410</b>	<b>30,463,854</b>
<b>Outflows</b>																	
<b>Operating Expense</b>																	
Cable, Phone, and Internet Service Delivery Costs	-	-	-	-	-	-	1,153,083	-	-	-	-	1,153,083	6.94%	-	-	-	1,153,083
Consulting, Contract Labor, Professional Services	362,558	-	-	-	-	2,500	4,600	-	90,000	-	1,330	460,988	2.77%	-	-	53,000	513,988
Dues, Fees, and Licenses	195,131	-	-	-	23,630	31,150	22,005	131,538	47,413	23,508	750	475,125	2.86%	2,500	2,069	28,950	508,644
Environmental Projects	247,215	-	-	-	-	5,000	-	-	-	-	-	252,215	1.52%	-	-	-	252,215
Equipment and Vehicle Maintenance	137,099	-	-	-	-	68,593	36,500	-	2,907	-	750	245,849	1.48%	-	-	27,000	272,849
Fuel (Vehicles)	146,656	-	-	-	1,000	14,271	4,343	-	3,647	-	200	170,117	1.02%	-	-	9,200	179,317
Funding Support to Other Agencies/Programs	132,338	-	-	-	-	-	-	-	-	92,625	45,000	269,963	1.62%	895,033	101,172	-	1,266,168
Government Buildings and Facility Expense	243,184	-	-	-	82,700	313,756	3,586	-	210,500	31,600	45,120	930,446	5.60%	-	-	65,000	995,446
Information Technology	334,782	-	-	-	7,500	4,500	70,699	-	15,500	-	-	432,981	2.61%	-	-	48,552	481,533
Legal Services	310,000	-	-	-	-	40,000	500	-	25,000	-	-	375,500	2.26%	-	-	7,500	383,000
Marketing, Public Communications, and Regional Promotion	107,650	-	-	-	-	-	5,000	-	5,000	-	-	117,650	0.71%	908,024	-	-	1,025,674
Other Expenses	623,633	-	-	-	15,000	-	-	-	21,913	60,750	6,600	727,896	4.38%	-	-	222,818	950,714
Salaries and Wages	3,911,872	-	-	-	106,392	396,975	315,329	-	394,719	-	409,496	5,534,783	33.31%	-	-	2,223,978	7,758,761
Other Personnel Expense	1,912,794	-	-	-	48,607	172,896	150,146	-	188,137	-	166,886	2,639,466	15.88%	-	-	891,535	3,531,001
<b>Total Personnel Expense</b>	<b>5,824,666</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>154,999</b>	<b>569,871</b>	<b>465,475</b>	<b>-</b>	<b>582,856</b>	<b>-</b>	<b>576,382</b>	<b>8,174,249</b>	<b>49.19%</b>	<b>-</b>	<b>-</b>	<b>3,115,513</b>	<b>11,289,762</b>
Property Insurance	124,000	-	-	-	-	21,000	3,675	-	68,604	-	-	217,279	1.31%	-	-	37,057	254,336
Road, Bridge, and Parking Lot Paving, Striping, and Repair	428,001	-	-	-	19,000	-	-	-	15,000	-	-	462,001	2.78%	-	-	-	462,001
Supplies, Parts, and Materials	189,770	-	-	-	19,250	87,927	88,550	-	83,300	-	7,350	476,147	2.87%	-	-	218,000	694,147
Travel, Education, and Conferences	66,850	-	-	-	-	6,500	5,000	-	5,000	-	1,200	84,550	0.51%	-	-	12,500	97,050
Utilities-W/S, Electric, Natural Gas, Internet, Communications	466,356	-	-	-	22,942	330,664	28,172	-	204,309	2,000	10,850	1,065,293	6.41%	-	-	367,875	1,433,168
Water/Sewer Service Delivery	-	-	-	-	-	524,779	-	-	-	-	-	524,779	3.16%	-	-	-	524,779
<b>Total Expense</b>	<b>9,939,889</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>346,021</b>	<b>2,020,511</b>	<b>1,891,188</b>	<b>131,538</b>	<b>1,380,949</b>	<b>210,483</b>	<b>695,532</b>	<b>16,616,111</b>	<b>100.00%</b>	<b>1,805,557</b>	<b>103,241</b>	<b>4,212,965</b>	<b>22,737,875</b>
<b>Capital and Major Repairs</b>	<b>191,535</b>	<b>223,716</b>	<b>-</b>	<b>1,446,546</b>	<b>29,800</b>	<b>2,080,500</b>	<b>500,000</b>	<b>20,000</b>	<b>124,000</b>	<b>-</b>	<b>1,000</b>	<b>4,617,097</b>		<b>-</b>	<b>-</b>	<b>834,445</b>	<b>5,451,542</b>
<b>Debt Service Expense</b>																	
Principal/Interest	-	-	-	-	464,032	-	-	-	788,277	-	-	1,252,309		-	-	206,000	1,458,309
County Treasurer, Admin, and Trustee Fees	-	-	-	-	17,979	-	-	-	-	-	-	17,979		-	-	-	17,979
<b>Total Debt Service Costs</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>482,011</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>788,277</b>	<b>-</b>	<b>-</b>	<b>1,270,288</b>		<b>-</b>	<b>-</b>	<b>206,000</b>	<b>1,476,288</b>
<b>Outflows (Expenses) Subtotal</b>	<b>10,131,424</b>	<b>223,716</b>	<b>-</b>	<b>1,446,546</b>	<b>857,832</b>	<b>4,101,011</b>	<b>2,391,188</b>	<b>151,538</b>	<b>2,293,226</b>	<b>210,483</b>	<b>696,532</b>	<b>22,503,496</b>		<b>1,805,557</b>	<b>103,241</b>	<b>5,253,410</b>	<b>29,665,705</b>
<b>Other Sources and Uses (Outflows)</b>																	
Interfund Transfers Out	2,479,108	-	32,000	-	32,173	187,865	171,656	-	139,929	90,469	-	3,133,200		51,362	-	55,000	3,239,562
Other	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-
<b>Other Sources and Uses Total (Outflows)</b>	<b>2,479,108</b>	<b>-</b>	<b>32,000</b>	<b>-</b>	<b>32,173</b>	<b>187,865</b>	<b>171,656</b>	<b>-</b>	<b>139,929</b>	<b>90,469</b>	<b>-</b>	<b>3,133,200</b>		<b>51,362</b>	<b>-</b>	<b>55,000</b>	<b>3,239,562</b>
<b>Total Outflows</b>	<b>12,610,532</b>	<b>223,716</b>	<b>32,000</b>	<b>1,446,546</b>	<b>890,005</b>	<b>4,288,876</b>	<b>2,562,844</b>	<b>151,538</b>	<b>2,433,155</b>	<b>300,952</b>	<b>696,532</b>	<b>25,636,696</b>		<b>1,856,919</b>	<b>103,241</b>	<b>5,308,410</b>	<b>32,905,267</b>
<b>Net Budget Surplus (Deficit)</b>	<b>(1,985,760)</b>	<b>67,115</b>	<b>-</b>	<b>-</b>	<b>7</b>	<b>(665,312)</b>	<b>-</b>	<b>-</b>	<b>(6,932)</b>	<b>149,470</b>	<b>-</b>	<b>(2,441,412)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>(2,441,413)</b>
<b>Outstanding Debt 12/31/2019</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,550,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,475,396</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,025,396</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,020,000</b>	<b>\$ 20,045,396</b>

**RESOLUTION OF THE TOWN COUNCIL  
TOWN OF MOUNTAIN VILLAGE, COLORADO  
FOR THE ADOPTION OF CERTAIN  
PROPOSED FEE SCHEDULES OF THE TOWN**

**Resolution No. 2020 –**

**RECITALS**

- A. The Town Council has conducted three budget planning and study sessions and considered all of the proposed fee additions, deletions, and adjustments for 2021.
- B. Increased fees proposed by this resolution are:
  - 1. Water and Sewer Base Rates, Exhibit A
  - 2. Broadband Charges
    - a. Fiber Video - \$60
    - b. Fiber DVR - \$8
    - c. Fiber Wi-Fi - \$5
- C. The Town is authorized by the Town Charter of the Town of Mountain Village to collect the fees and charges listed above and on the attached Town of Mountain Village fee schedule amendments, as Exhibit “A” to this Resolution.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Council of the Town of Mountain Village, Colorado, hereby approves and adopts the attached 2021 fee schedule modifications as proposed above and in exhibit “A” to this Resolution.

This Resolution adopted by the Town Council of the Town of Mountain Village, Colorado, at a public meeting held on the 19th day of November, 2020.

**TOWN OF MOUNTAIN VILLAGE,  
COLORADO, a home-rule municipality**

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

**ATTEST:**

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paul Wisor, Town Attorney

**MOUNTAIN VILLAGE**

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor (1)	Water/Sewer Regs Classification	Rate Structure	Rate Table	Rate Water	Rate Sewer	Notes
Single Family	\$ 10,000	3,000	\$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	\$ 65.49	\$ 65.49	
Guesthouse			\$2,000 / 500 sf	50.00%	Residential	Seasonal	SG	32.75	32.75	
Combined Rate Table (Main + Guest)				150.00%	Residential	Seasonal	CRT	98.24	98.24	Each tap has separate meter - base fees 1 1/2
Subdividable Duplex - 2 taps	\$ 10,000	3,000	\$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	65.49	65.49	Each tap has separate meter - base fees are per meter
Non Subdividable Duplex - 2 taps	\$ 10,000	3,000	\$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	65.49	65.49	Each tap has separate meter - base fees are per meter
Condo	\$ 10,000	3,000	\$2,000 / 500 sf	100.00%	Residential	Seasonal	CD	65.49	65.49	
Hotel	\$ 2,000	500	\$250 / 50 sf	20.00%	Commercial	Seasonal	HO	13.10	13.10	5 hotel units equals 1 EBU Commercial
Hotel Eff	\$ 3,000	750	\$250 / 50 sf	30.00%	Commercial	Seasonal	HE	19.65	19.65	3 hotel efficiency units equals 1 EBU Commercial
Lodge Efficiency (Kitchen)	\$ 2,500	750	\$250 / 50 sf	25.00%	Commercial and	Seasonal	EE	16.37	16.37	4 lodge units equals 1 EBU Commercial
Emp Condo/Apartment	\$ 5,000	3,000	\$2,000 / 500 sf	50.00%	Deed Restricted	Seasonal	DR	32.75	32.75	
Emp Dorm	\$ 2,500	3,000	\$2,000 / 500 sf	25.00%	Deed Restricted	Seasonal	EA	16.37	16.37	
Commercial (per 2,000sf)	\$ 10,000	2,000	n/a	100.00%	Commercial	Seasonal	CM	65.49	65.49	
Construction	n/a	n/a	n/a	n/a	Construction	n/a	CT	-	n/a	structure
Fireman	\$ 10,000	3,000	\$2,000 / 500 sf	100%	Residential	Seasonal	F1	-	n/a	Base water free then escalating rate structure
Snowmaking	n/a	n/a	n/a	n/a	Snow Commercial	n/a	Snow	-	n/a	Approximately \$3.22/1,000 gallons (pond) and \$3.50/1,000 gallons on hydrants
Common Irrigation (May thru Oct)	n/a	n/a	n/a/	n/a	Irrigation	Seasonal	I1	65.49	n/a	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	n/a	I2	-	n/a	Usage added to house meter
Common Irrigation - year round	n/a	n/a	n/a	n/a	Irrigation	Year Round	I3	65.49	n/a	Year round, for outdoor hot tubs or equivalent

**Water/Sewer Classification Rates**

**Residential - Commercial - per EBU (1)**

**Deed Restricted - per EBU (1)**

**Irrigation**

Winter - October thru May	\$/1,000 Gal
1 to 8,000 gallons	Base
8,001 to 16,000 gallons	\$6.00
16,001 to 24,000 gallons	\$8.00
24,001 to 32,000 gallons	\$10.00
32,001 to 40,000 gallons	\$12.00
40,001 plus	\$20.00

Winter - October thru May	\$/1,000 Gal
1 to 4,000 gallons	Base
4,001 to 8,000 gallons	\$6.00
8,001 to 16,000 gallons	\$8.00
16,001 to 24,000 gallons	\$10.00
24,001 to 32,000 gallons	\$12.00
32,001 plus	\$20.00

Seasonal Rate Structure-Summer	\$/1,000 Gal
<b>May thru October</b>	
1 to 12,000 gallons	Base
12,001 to 16,000 gallons	\$6.00
16,001 to 24,000 gallons	\$8.00
24,001 to 32,000 gallons	\$10.00
32,001 to 40,000 gallons	\$12.00
40,001 plus	\$20.00

Summer - June thru September	\$/1,000 Gal
1 to 14,000 gallons	Base
14,001 to 16,000 gallons	\$6.00
16,001 to 24,000 gallons	\$8.00
24,001 to 32,000 gallons	\$10.00
32,001 to 40,000 gallons	\$12.00
40,001 plus	\$20.00

Summer - June thru September	\$/1,000 Gal
1 to 7,000 gallons	Base
7,001 to 8,000 gallons	\$6.00
8,001 to 16,000 gallons	\$8.00
16,001 to 24,000 gallons	\$10.00
24,001 to 32,000 gallons	\$12.00
32,001 plus	\$20.00

Year Round Rate Structure	\$/1,000 Gal
1 to 10,000 gallons	Base
10,001 to 16,000 gallons	\$6.00
16,001 to 24,000 gallons	\$8.00
24,001 to 32,000 gallons	\$10.00
32,001 to 40,000 gallons	\$12.00
40,001 plus	\$20.00

Construction	\$/1,000 Gal
<b>Year Round Rate Structure</b>	
1 to 10,000 gallons	usage @ \$3.50
10,000 to 16,000 gallons	\$6.00
16,001 to 24,000 gallons	\$8.00
24,001 to 32,000 gallons	\$10.00
32,001 to 40,000 gallons	\$12.00
40,001 plus	\$20.00

**Notes -**

1. EBU = equivalent billing unit or 1 single family equivalent

**SKI RANCHES**

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor (1)	Water/Sewer Regs Classification	H2O Rate Table	Base Rate Water	Notes
Single Family	\$5,000	3,000	\$1,000 / 500 sf	100%	Residential	W1	\$ 127.56	
Guesthouse			\$1,000 / 500 sf	50%	Residential	WJ	63.78	
Construction	n/a	n/a	n/a	n/a	Construction	WT	n/a	Usage billed \$5.25 / 1,000 gallons up to 10,000 gal then escalating rate structure
Fireman	\$5,000	3,000	\$1,000 / 500 sf	100%	Residential	F2	n/a	Base water free then escalating rate structure
Vacant Lot	n/a	n/a	n/a	n/a	Residential	ZZ	n/a	Proposed no charge after 12/31/03
Common Irrigation (May thru Oct)		n/a	n/a/	n/a	Irrigation	I5	127.56	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	SRI	n/a	Usage added to house meter

**SKYFIELD**

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor	Water/Sewer Regs Classification	H2O Rate Table	Base Rate Water	Notes
Single Family	\$7,500	3,000	\$1,500 / 500 sf	100%	Residential	SK	\$ 127.56	
Guesthouse			\$1,500 / 500 sf	50%	Residential	SL	63.78	
Fireman	\$7,500	3,000	\$1,500 / 500 sf	100%	Residential	F3	n/a	Base water free then escalating rate structure
Vacant Lot	n/a	n/a	n/a	n/a	Residential	YY	n/a	\$52.50 monthly until meter is installed
Common Irrigation (May thru Oct)	n/a	n/a	n/a/	n/a	Irrigation	I6	127.56	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	I7	n/a	Usage added to house meter

**Water Classification Rates**

Residential - Per EBU (1)

**Rate Structure-Winter  
October thru May**

**\$/1,000 Gal**

1 to 8,000 gallons	BASE
8,001 to 16,000 gallons	\$9.00
16,001 to 24,000 gallons	\$12.00
24,001 to 32,000 gallons	\$15.00
32,001 to 40,000 gallons	\$18.00
40,001 plus	\$30.00

**Rate Structure-Summer  
June thru September**

**\$/1,000 Gal**

1 to 14,000 gallons	BASE
14,001 to 16,000 gallons	\$9.00
16,001 to 24,000 gallons	\$12.00
24,001 to 32,000 gallons	\$15.00
32,001 to 40,000 gallons	\$18.00
40,001 plus	\$30.00

Irrigation

**Rate Structure-Summer  
May thru October**

**\$/1,000 Gal**

1 to 12,000 gallons	BASE
12,001 to 16,000 gallons	\$9.00
16,001 to 24,000 gallons	\$12.00
24,001 to 32,000 gallons	\$15.00
32,001 to 40,000 gallons	\$18.00
40,001 plus	\$30.00

Construction

**Year Round Rate Structure**

**\$/1,000 Gal**

1 to 10,000 gallons	usage @ \$5.25
10,001 to 16,000 gallons	\$9.00
16,001 to 24,000 gallons	\$12.00
24,001 to 32,000 gallons	\$15.00
32,001 to 40,000 gallons	\$18.00
40,001 plus	\$30.00

**Notes -**

1. EBU = equivalent billing unit or 1 single family equivalent



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

Agenda Item # 14

**TO:** Mountain Village Town Council

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

**FOR:** November 19, 2020

**DATE:** November 5, 2020

**RE:** Consideration of a Resolution regarding a Conditional Use Permit to allow for a driveway and access over an estimated 800 square foot portion of OSP 20 for Lot 716 consistent with Table 3-1: Town of Mountain Village Use Schedule found in the Community Development Code.

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 716 and OSP 20 on file with the planning department

**Address:** 168 Adams Ranch Road

**Applicant/Agent:** Justin Kilbane

**Owner:** Justin Kilbane

**Zoning:** Single Family and Active Open Space

**Existing Use:** Single Family and Active Open Space

**Proposed Use:** Use of a portion of OSP 20 for a driveway and access

**Adjacent Land Uses:**

- **North:** Telluride Ski and Golf  
Active Open Space
- **South:** Vacant Single-Family Lot
- **East:** Vacant Single-Family Lot
- **West:** Active Open space Golf  
Course Use



**ATTACHMENTS**

Exhibit A: Resolution

Exhibit B: Narrative

Exhibit C: Existing Conditions Survey

Exhibit D: Easement Agreement

Exhibit E: Conditional Use Permit Exhibit, limits of asphalt - red hatch layer

**REQUEST**

The owner's property (Lot 716) is configured with a narrow driveway entry with above grade utilities that further encumber the use of the property for typical driveway access. A Conditional Use Permit is required in order to perfect driveway access by utilizing a portion of Telluride Ski and Golf Active Open Space for driveway and access. Approximately 800 square feet is needed to shift the driveway slightly north for this purpose. The owner has a concurrent design review

application in review with the Design Review Board that is conditioned upon receiving the appropriate Conditional Use Permit review and approval.

**PUBLIC COMMENT**

None received

**REFERRAL COMMENTS**

Public works supports this application, no issues.

**DESIGN REVIEW BOARD (DRB) RECOMMENDATION**

The DRB provided unanimous recommendation to Town Council to approve the Conditional Use Permit.

**SITE ORIENTATION AND BACKGROUND**

Lot 716 is adjacent to open space on the north and west, and vacant single family lots on the east and south. The owner has a concurrent design review application in review for a single-family home.

**CRITERIA FOR DECISION, CDC Section 17.4.14.D.**

- a) **The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan;**

*The proposal is consistent with the Comprehensive Plan, Mountain Village Subarea Principal Policies and Actions that support single family home development and consistency in the development pattern.*

- b) **The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;**

*A conditional use permit for to allow for a portion of driveway over open space is consistent with the surround land use and does not create a substantial adverse impact on adjacent properties or on service infrastructure. It rather, allows for all surface infrastructure to remain in place that otherwise currently encumber a portion of the entry to the lot.*

- c) **The design, development and operation of the proposed conditional use will not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;**

*This will not constitute a substantial physical hazard to the neighborhood, public facilities infrastructure or open space. TSG and the homeowner are agreement to the use.*

- d) **The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;**

*The small portion of driveway use will not have any significant adverse effect to the surrounding property.*

- e) **The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;**

*The application does not have a significant adverse effect on open space or the purposes of the facilities owned by the Town.*

- f) **The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;**  
*The driveway use will look cohesive and simply shifted north to accommodate reasonable driveway access. Some associated grading will occur and is in review as part of the design review application.*
- g) **The design, development and operation of the proposed conditional use shall provide adequate infrastructure;**  
*Adequate infrastructure is being provided.*
- h) **The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source;**  
*No water source will be impacted by the driveway use.*
- i) **The proposed conditional use permit meets all applicable Town regulations and standards.**

Yes.

#### **STAFF ANALYSIS AND RECOMMENDATION**

Staff recommends approval of the Conditional Use Permit (CUP). The Conditional Use Permit is generally good for five years unless the Town Council determine another time frame that is then incorporated into the approval Resolution or development agreement. In this case, the CUP should be valid as long as the use is occurring and consistent with the easement agreement.

#### **DESIGN REVIEW BOARD PROPOSED MOTION**

*I move to approve a Resolution regarding a Conditional Use Permit for Lot 716 to allow for a portion of driveway and access over an estimated 800 square foot portion of OSP 20 consistent with Table 3-1: Town of Mountain Village Use Schedule found in the Community Development Code with the findings as stated in the staff memo of record, and the following conditions:*

- 1) *The Resolution and Easement Agreement will be recorded concurrently and before a building permit is issued for the property.*
- 2) *Any disturbance or grading within the OSP 20 property for the purposes of home construction will require TSG approval.*
- 3) *The CUP remain valid so long as the driveway use remain and consistent with the easement agreement terms.*
- 4) *The driveway and access can only be constructed consistent with an approved design review plan.*

/mbh

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A PORTION OF DRIVEWAY AND DRIVEWAY ACCESS BENEFITTING LOT 716 AND OVER A PORTION OF OSP 20 CONSISTENT WITH THE USE TABLE 3-1 AS FOUND IN THE COMMUNITY DEVELOPMENT CODE**

**Resolution No. 2020-1119-**

- A. Justin Kilbane (“Owner”) is the owner of record of real property described as Lot 716 (“Property”).
- B. The Owner applied for a conditional use permit for a portion of Lot 716’s driveway to be located on OSP 20 property (“Application”).
- C. The owner of OSP 20, Telluride Ski and Golf consented to the Conditional Use Permit Application.
- D. The proposed development complies with the provisions of sections 17.4.14 of the Community Development Code (“CDC”).
- E. The Design Review Board (“DRB”) considered the Application, along with evidence and testimony, at a public meeting held on November 5, 2020. Upon concluding their review, the DRB recommended approval of the Application by a unanimous vote of 7 to 0 to the Town Council subject to certain conditions.
- F. The Town Council considered ~~and approved~~ the Application, along with evidence and testimony, at a public meeting held on November 19, 2020.
- G. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates 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.
- H. After the public hearings referred to above, the DRB and the Town Council each individually considered the Application’s submittal materials, and all other relevant materials, public letters and public testimony, and approved the Application with conditions as set forth in this Resolution.
- I. The Owner has, agreed to address, all conditions of approval of the Application imposed by Town Council.
- J. The Town Council finds the Applications meets the conditional use permit criteria for decision contained in CDC Section 17.4.14(D) as follows:

Conditional Use Permit Criteria:

- 1. The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan;
- 2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
- 3. The design, development and operation of the proposed conditional use will not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;



4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;
5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure,;
8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
9. The proposed conditional use permit meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A CONDITIONAL USE PERMIT FOR A PORTION OF DRIVEWAY AND DRIVEWAY ACCESS TO BE LOCATED ON OSP 20 FOR THE BENEFIT OF LOT 716 AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:**

**Section 1. Conditions of Approval**

1. The Resolution and Easement Agreement will be recorded concurrently and before a building permit is issued for the property.
2. Any disturbance or grading within the OSP 20 property for the purposes of home construction will require TSG approval.
3. The CUP remain valid so long as the driveway use remain and consistent with the easement agreement terms.
4. The driveway and access can only be constructed consistent with an approved design review plan.

**Section 2. Resolution Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Resolution shall become effective on November 19, 2020 (the "Effective Date") as herein referenced throughout this Resolution.

**Section 5. Public Hearing**

A public meeting on this Resolution was held on the 19th Day of November, 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 November 19, 2020

**Town of Mountain Village, Town Council**

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

**Attest:**

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

Approved as to Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney



ARCHITECTURE | DEVELOPMENT | HOMES + LAND

JUSTIN@JK.STUDIO

POST BOX 2006- CAREFREE, AZ 85377

(480)225-7282

## PLANNING & DEVELOPMENT SERVICES

455 Mountain Village Blvd. Suite A

Mountain Village, CO 81435

970-728-1392

Narrative for Lot 716 Adams Ranch Rd. Conditional Use Permit:

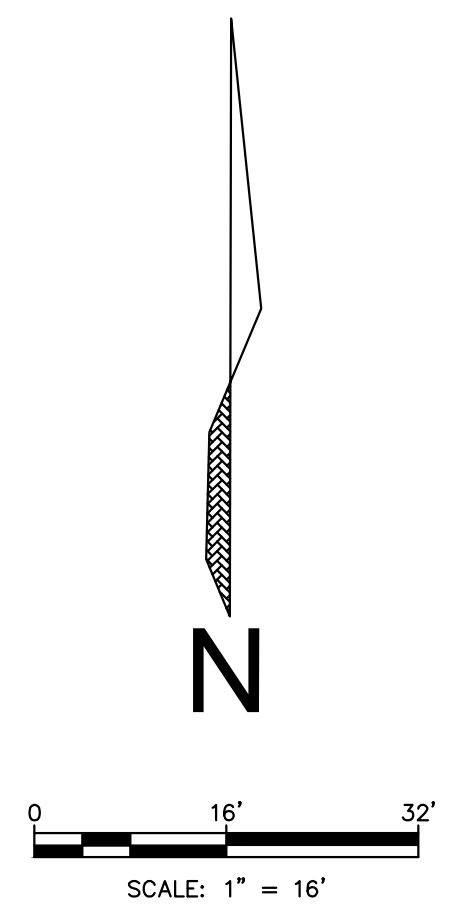
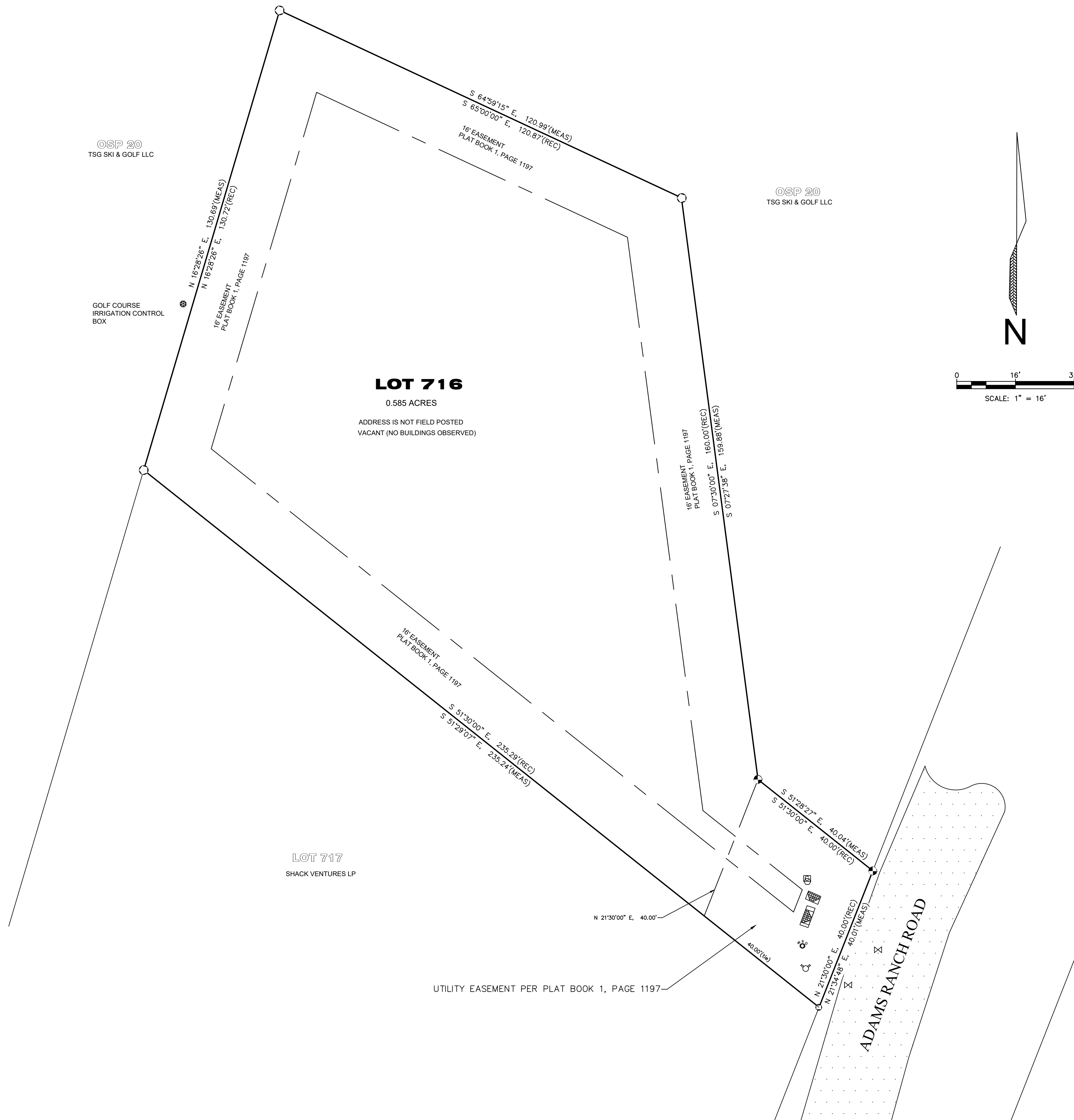
Lot 716 was originally platted with a flag driveway with only 40' of access off Adams Ranch Rd. Since the lot was platted at some point utilities were brought down Adams Ranch Rd and inside the 40' of frontage a fire hydrant, two power pedestals, three data pedestals and a water main were all installed. One of the power pedestals installed feeds three phase power to the entire village and to be moved would require trenching over 2,000ft. the best solution agreed upon between TSGC, the town and I was to purchase an easement over OSP 20 adjacent to 716 for a small sliver of land shown on the attached drawings to gain access to lot 716 without disrupting the in place utilities. Please call or email me with any questions or comments regarding this application.

1. The following criteria will be met for the review authority to approve a conditional use permit:

- a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;
- b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
- c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
- d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;
- e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
- f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
- g. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;
- h. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
- i. The proposed conditional use permit meets all applicable Town regulations and standards.

Thank You,

Justin Kilbane



**PROPERTY DESCRIPTION:**

LOT 716, TELLURIDE MOUNTAIN VILLAGE, FILING 25, ACCORDING TO THE PLAT RECORDED OCTOBER 21, 1991 IN PLAT BOOK 1 AT PAGE 1196,  
 COUNTY OF SAN MIGUEL,  
 STATE OF COLORADO.

**LAND SURVEYORS CERTIFICATE:**

I, Thomas A. Clark, being a Registered Land Surveyor in the State of Colorado, do hereby certify for and on behalf of All Points Land Survey, L.L.C. to Land Title Guarantee Company and Justin Kibane that a survey of the premises of the parcel described hereon was made under my direct supervision, responsibility and checking on 7/25/2020, and that the information contained herein is true and accurate to the best of my knowledge and belief.  
 I further certify that the improvements on the above described parcel on this date, July 25, 2020, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated and, there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Thomas A. Clark  
 PLS. 38014

**NOTES:**

- Easement research and property description provided by LAND TITLE GUARANTEE COMPANY - TELLURIDE, Order Number TLR86010192 effective on 07/15/2020 at 5:00 P.M.
- According to FEMA Flood Insurance Rate Map 008113C0300C Panel Number 0287 dated September 30, 1988 this parcel is within Zone X; Areas determined to be outside 500 year plain.
- Bearings for this survey are based on found monuments on the Western boundary of Lot 716, Filing No. 25, Telluride Mountain Village, as Recorded in Plat Book 1 at Page 1196, as shown here on.
- Lineal units represented on this map are in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a printed or electronic copy has a seal and signature of the surveyor noted within the statement above.
- 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 expressed statement by the surveyor naming said entities.
- NOTICE: According to Colorado law you must commence any legal action based upon defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

**LEGEND:**

- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 20632
- ⬇ SET #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 38014
- ⊞ TRANSFORMER
- TELEPHONE PEDESTAL
- COMMUNICATIONS PEDESTAL
- ⊞ WATER SHUTOFF VALVE
- ⊞ WATER VALVE
- ⊞ FIRE HYDRANT

**RECORDERS CERTIFICATE:**

Deposited this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ m., in Book Number \_\_\_\_\_ of the County, surveyor's land survey plats/right-of-way surveys at Page \_\_\_\_\_.  
 File number \_\_\_\_\_  
 San Miguel County Clerk \_\_\_\_\_

**DRIVEWAY EASEMENT AGREEMENT**  
**(Lot 716, Town of Mountain Village)**

**THIS DRIVEWAY EASEMENT AGREEMENT (“Agreement”)** is dated for reference purposes as of October 15, 2020, by and between TSG SKI & GOLF, LLC, a Delaware limited liability company (“**Grantor**”) and JUSTIN KILBANE and KENDRA KILBANE, husband and wife (“**Grantee**”). Grantor and Grantee may sometimes individually be referred to herein as a “**Party**” and sometimes collectively as the “**Parties**.”

**RECITALS**

A. Grantee is the owner of Lot 716 Telluride Mountain Village Filing 25 filling plat book 1 page 119. (“**Grantee’s Property**”).

B. Grantor is the owner of the following described real property located in the Town of Mountain Village, San Miguel County, Colorado (collectively the “**Grantor’s Property**”):

OSP-20, a tract of land lying in the E Half of the NE quarter of Section 5 the W half of the NW quarter of Section 4 T42N the SE quarter of the SE quarter of Section 32 and the SW quarter of the SW quarter of Section 33 T43N R9W NMPM San Miguel County, Colorado described as active open space Tract OSP 20, Telluride Mountain Village, according to Plat Book 1, Page 1430, recorded in the Clerk and Recorder’s Office of SMC, Colorado, on February 19, 1993;

C. Grantee seeks and Grantor is willing to grant and convey to Grantee a permanent, perpetual and non-exclusive easement for ingress and egress (“**Driveway Easement**”) over a portion of Grantor’s Property as the same is depicted on attached **Exhibit “A”** and described on attached **Exhibit “B”** (“**Driveway Easement Area**”) to allow Grantee to construct, use, repair and maintain a driveway (“**Driveway**”) that will serve Grantee’s Property subject to the terms and conditions set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the above-recited premises and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant of Easement.**

1.1 Subject to the terms and conditions set forth herein, Grantor hereby grants and conveys to Grantee, and their heirs, successors and assigns (collectively, “**Successors**”) a perpetual, and non-exclusive easement on, over and across the Driveway Easement Area for (a) ingress and egress for vehicles, equipment, and machinery by Grantee, and their Successors, agents, contractors, invitees, tenants, guests, and occupants; (b) ingress and egress by emergency vehicles and service equipment; (c) construction and maintenance of the Driveway by Grantee’s contractors and subcontractors; (d) installation and maintenance of snow melt or snow removal systems; (e) to inspect, maintain, repair, reconstruct, upgrade, replace and improve the Driveway; and (f) foot traffic and non-motorized vehicle access to and from Grantee’s Property. Such rights may be exercised by Grantee and their Successors without charge, payment or fee.

1.2 Grantor reserves the right to use the Driveway Easement and, if reasonable and feasible, the Driveway Easement Area for access to and from Grantor’s Property, *provided* such use does

not block any portion of the Driveway Easement Area or otherwise impede Grantee's use of the Driveway Easement and the Driveway.

1.3 Grantee hereby represents and warrants that the Driveway shall be constructed in material compliance with all governing laws, rules and regulations.

2. **Approval of Drawings.** The Driveway shall be constructed in accordance with the plans for the Driveway approved by the Town of Mountain Village, Colorado.

3. **Construction.** Grantee shall, at its sole cost and expense: (a) incur all costs associated with the construction and use of the Driveway and the Driveway Easement Area; (b) carry out all construction activities related to the Driveway in a workmanlike and professional manner; (c) to the extent reasonably possible and not cost prohibitive, minimize disturbance to the natural condition of the surface area of the Driveway Easement Area; and (d) cause any disturbance to the natural condition of the unimproved surface area of the Driveway Easement Area to be reseeded and/or recontoured as may be necessary to return such area as nearly as practicable to its condition prior to the construction of the Driveway, in compliance with the Wetlands Management Plan and governing laws.

4. **Wetlands Management Plan.** Grantee acknowledges that they have received a copy of the Wetlands Management Plan for the Telluride Mountain Village dated October 1996 ("**Wetlands Management Plan**"). Grantee hereby covenants and agrees that any and all installations, construction, operation, maintenance and/or repair carried out by Grantee within the Driveway Easement Area will comply with the Wetlands Management Plan or such other compliance protocol agreed to by the Army Corp of Engineers and Grantor.

5. **Contractors and Sub-Contractors Affidavits.** Prior to the commencement of construction of the Driveway and the use of the Driveway Easement Area, Grantee shall cause those contractors and subcontractors working on the Driveway to execute Contractor and Sub-Contractor Affidavits in accordance with Section 6.2 of the Wetlands Management Plan and shall forward executed copies of all such affidavits to Grantor.

6. **Indemnification.** The Grantee hereby agrees to indemnify and save harmless Grantor and its affiliates, parent, subsidiaries, agents, employees, representatives, assignees, directors, officers, partners, shareholders, successors and assigns from any and all mechanics' lien(s), expense, claim, action, liability, loss, damage, or suit (including attorneys' fees and costs), and costs of any kind (collectively, "**Claims**") arising out of, or in any way connected with the Driveway or the existence of the Driveway on or about the Driveway Easement Area, including without limitation, any claim brought by the United States Environmental Protection Agency or the United States Army Corps of Engineers; but excluding any Claims resulting from the negligence or intentional acts of Grantor, or its employees, agents, invitees, or contractors.

7. **Insurance.** Grantee shall keep and maintain, at its sole cost and expense, a general liability insurance coverage for the Driveway Easement Area and the operation of the Driveway containing minimum limits per occurrence of \$1,000,000 and \$2,000,000 in the aggregate. Prior to the commencement of construction of the Driveway, Grantee shall provide Grantor with written proof of such insurance. Said insurance coverage shall commence with the commencement of the construction of the Driveway and shall continue until the Driveway Easement is terminated. The amount of the coverage shall be reviewed as necessary and any changes mutually agreed upon, at least every five years, and adjusted to keep pace with

the market for similar transportation systems, but in no event will the amount of the coverage be less than the amount stated above.

8. **Term.** The term of this Agreement (“**Term**”) shall commence upon the recordation of this Agreement in the Official Records of the San Miguel County Recorder, and, thereafter, shall be perpetual until terminated by written instrument executed by the Parties.

9. **Runs with the Land, Successors and Assigns.** The easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land and shall be a benefit of and burden upon Grantor’s Property on the one hand, and Grantee’s Property on the other hand, as applicable, during the Term defined herein. Further, the easements, 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, and be a burden upon, the designees, successors, and assigns of all of the Parties to this Agreement during the Term.

10. **Governing Law. Remedies. Costs and Expenses.** This Agreement is and shall be made pursuant to the laws of the State of Colorado. Venue shall be in the courts of San Miguel County. The prevailing party in any legal action shall be entitled to an award of all reasonable costs and expenses, including attorneys’ fees.

11. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

12. **No Implied Rights.** Nothing in this Agreement shall be construed to expressly or implicitly grant Grantee any right to enter upon any portion of property owned by Grantor other than the Driveway Easement Area.

13. **Authorization and Signatories.** The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of their respective principals and that they have taken all actions necessary to obtain such authorization authorized to execute this Agreement.

14. **Recording.** This Agreement will be recorded with the Clerk and Recorder for San Miguel County, Colorado.

15. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

16. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

17. **Notice.** All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail

(certified, return receipt requests and postage pre-paid), and addressed to the party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each party notifying the party of the change.

<p><b><u>If to Grantor:</u></b></p> <p>TSG SKI &amp; GOLF, LLC</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p>	<p><b><u>If to Grantee:</u></b></p> <p>Justin Kilbane</p> <p>Post Office Box 2006</p> <p>Carefree, AZ 85377</p> <p>480-225-7282</p> <p><a href="mailto:justin@jk.studio">justin@jk.studio</a></p>
<p><b><u>With a Copy to</u></b></p> <p>TSG Ski &amp; Golf, LLC</p> <p>Legal Department</p> <p>565 Mountain Village Blvd</p> <p>Mountain Village, CO 81435</p>	<p><b><u>With a Copy to</u></b></p> <p>INSERT</p>

18. **Counterparts and Electronic Copies.** This Agreement 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. Electronic copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.

*[SIGNATURE PAGES TO FOLLOW]*



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, intending it to be effective as of the Effective Date.

**GRANTOR:**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Colorado        )  
                                  )ss  
County of San Miguel    )

Subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_, as the \_\_\_\_\_ of TSG SKI & GOLF,  
LLC, a Delaware limited liability company.

Witness my hand and official seal.

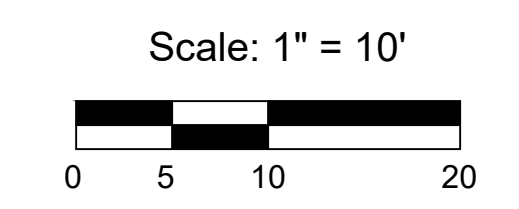
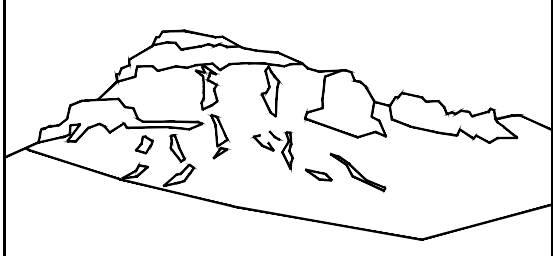
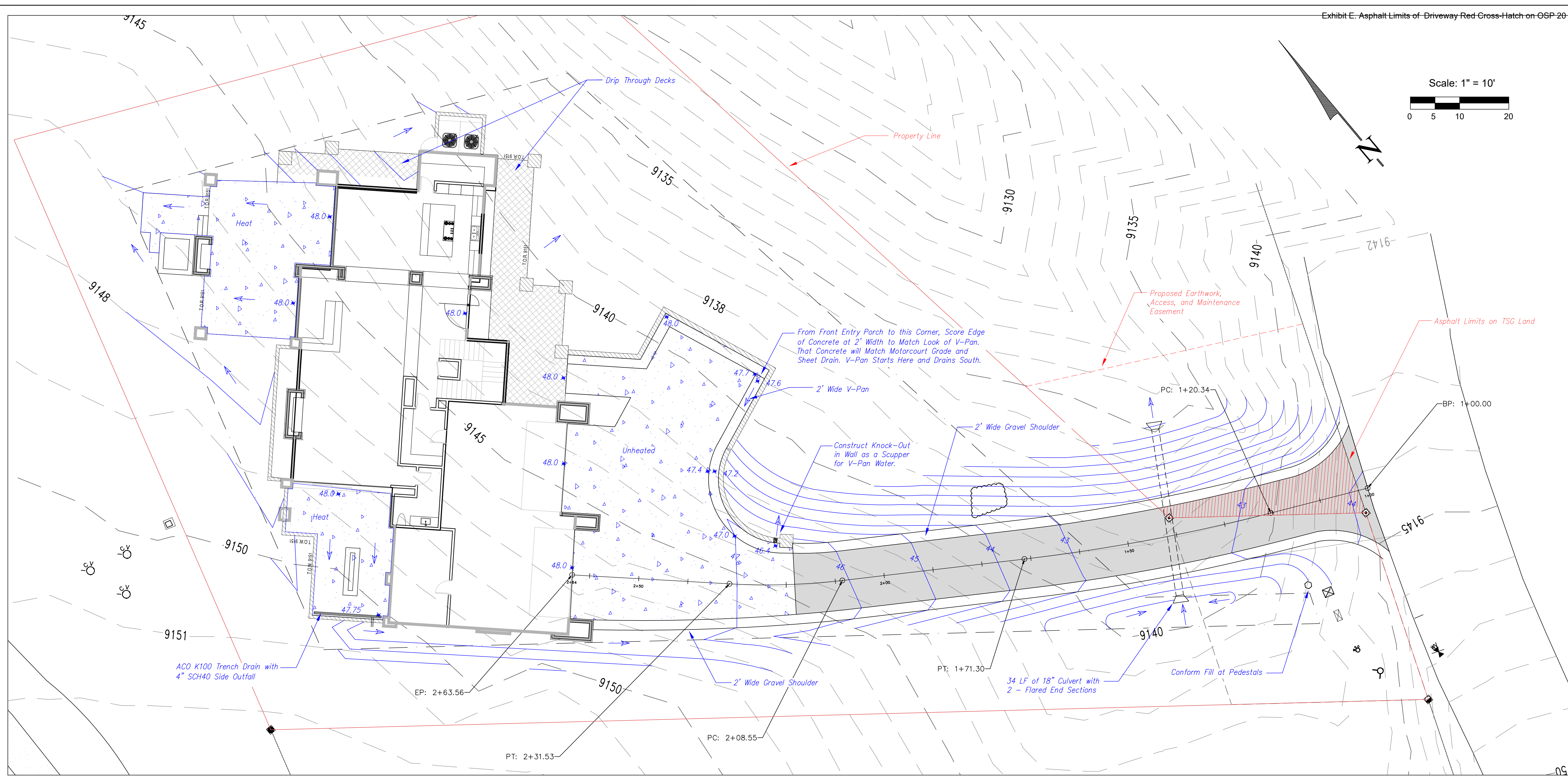
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**EXHIBIT "A"**  
**(Depiction of Driveway Easement Area)**

**EXHIBIT "B"**  
**(Description of Driveway Easement Area)**



Uncompahgre Engineering, LLC

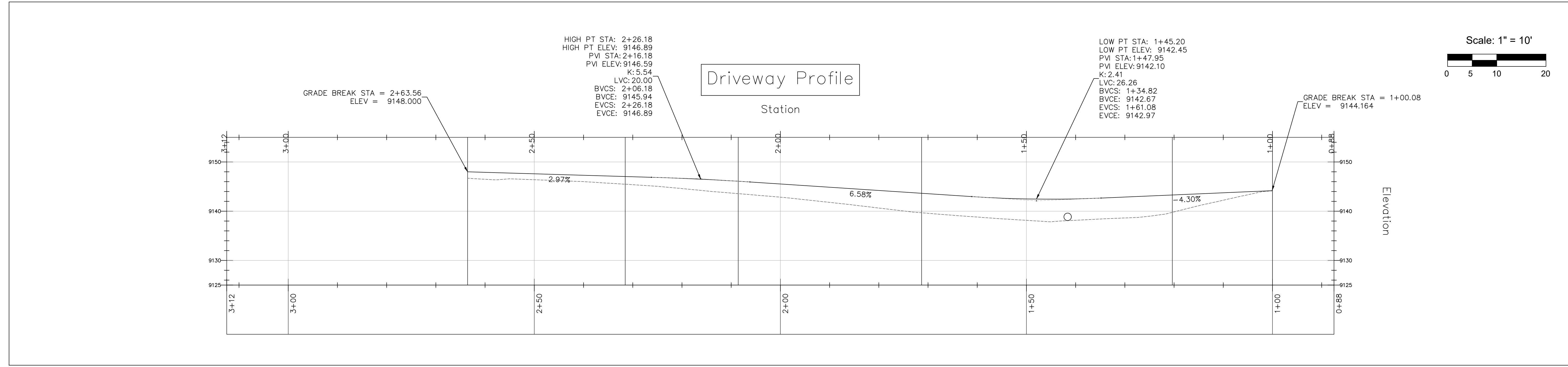
P.O. Box 3945  
Telluride, CO 81435  
970-729-0683

**SUBMISSIONS:**  
SUBMITTAL 2020-08-28

Lot 716  
Mtn. Village, CO



CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201



Grading and Drainage

C2





**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**Agenda Item No. 15**

**TO:** Town Council  
**FROM:** Amy Ward, Planner  
**FOR:** Meeting of November 19, 2020  
**DATE:** November 11, 2020  
**RE:** 1) First reading, public hearing and Council vote on an ordinance to consider a rezone and density transfer application to transfer density from lot 517 into the density bank per Community Development Code Sections 17.4.9 & 17.4.10.

---

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 517, Town of Mountain Village, according to Plat Book 1, Page 2281, and Plat Book 1, Page 702, according to the records of San Miguel County, Colorado.

**Address:** 142 Russell Dr.  
**Applicant/Agent:** David & Katherine Petty  
**Owner:** David & Katherine Petty  
**Zoning:** Single Family  
**Existing Use:** Vacant land  
**Proposed Use:** replat Lots 517 & 518 into a single Lot 518R  
**Lot Size:** 1.293 acres (combined)

**Adjacent Land Uses:**

- **North:** Single Family and Open Space
- **South:** Open Space
- **East:** Single Family
- **West:** Single Family



**ATTACHMENTS**

- Exhibit A: Applicant's Narrative dated October 6, 2020
- Exhibit B: Existing Conditions plats dated 09/16/20
- Exhibit C: Proposed replat document dated 8/17/20
- Exhibit D: Ordinance

## **BACKGROUND**

David and Katherine Petty, the owners of Lots 517 and 518 are proposing a Density Transfer and Rezone which is associated with a future Class 5 Minor Subdivision to replat the two aforementioned vacant single-family zoned properties into one lot. Both of the lots are under the same ownership and the purpose of the replat is to provide a lot more suitable for the future development of one single-family home. Currently, both Lots 517 and 518 have 1 unit of Single-Family Density assigned for a total of 8 person equivalents between the two lots. If the Town Council determines that the replat of Lots 517 and 518 is appropriate, the newly created Lot 518R would have 1 extra unit of single family density that would be required per the CDC to be transferred into the Density Bank.

With that, the applicants have submitted their application for 1) A Density Transfer and Rezone to transfer 1 Unit of Single-Family density into the density bank (4 person equivalent) and 2) a Minor Subdivision to replat Lots 517 & 518 into one single family lot. Both applications will be reviewed concurrently. The minor subdivision application will be heard by Town Council concurrent with the second reading of an ordinance of the density transfer application.

## **DENSITY TRANSFER APPLICATION, CRITERIA AND STAFF ANALYSIS**

To transfer density to the Density Bank the rezoning process must be followed, which includes a recommendation by the Design Review Board and final action by the Town Council. The following criteria must be met for the review authority to approve a rezoning application:

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

The proposal to transfer units to the Density Bank is consistent with the Comprehensive Plan which notes in Land Use Value Number 8, land uses are envisioned to fit into the surrounding neighborhood. (p. 35 of the Comprehensive Plan). Single Family zoning is intended to be low density which is consistent with the Comprehensive Plan Land Use Policy A.1 (p.38) This application is reducing the density between the two lots by one single family density. Staff finds the application meets the above criteria. Criteria e & f are not applicable to this application.

The following criteria must be met for the Town Council to approve the transfer of density to the density bank:

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

The proposed density transfer meets the above criteria.

**DRB RECOMMENDATION**

The DRB by a unanimous vote of 7-0 recommended approval to the Town Council regarding the density transfer and rezone application for Lot 517 with conditions found in the proposed motion.

**STAFF RECOMMENDATION**

Staff recommends approval of the first reading of an ordinance. If Town Council approves, please consider the recommended motion listed below.

**PROPOSED MOTION DENSITY TRANSFER AND REZONE**

I move to approve by first reading of an ordinance a rezone and density transfer application pursuant to CDC Sections 17.4.9 & 17.4.10 to transfer one density unit (four-person equivalent density) to the Density Bank for Lot 517 and direct the Town Clerk to set a public hearing on December 10, 2020 with the following findings and conditions:

Findings:

1. The owner of record of density in the density bank shall be responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.
2. Request the Town Clerk to set a public hearing on December 10, 2020

Condition:

1. The density transfer approval is conditioned upon the minor subdivision plat approval by the Town Council.

*This motion is based on the evidence and testimony provided at a public hearing held on November 19, 2020, with notice of such hearing as required by the Community Development Code.*

/aw



EXHIBIT A

*Katherine and David Petty  
162 Prince George Street  
Annapolis, MD 21401  
(443) 995-9567*

Date: October 6, 2020

By: Katherine and David Petty, Property Owners

**Sent to:** Town of Mountain Village DRB

**RE:** Density Transfer lots 517 and 518 on Russel Drive, Town of Mountain Village.

Dear Mountain Village Design Review Board,

We are requesting approval for a density transfer of 4 units from lot 517 to the density bank. We also have applied to vacate the lot line between lots 517 & 518 in a different application.

We believe we meet the following criteria for density transfer per the CDC:

A. The criteria for decision for a rezoning are met, since such density transfer is being requested concurrently with a rezoning development application to combine lots 517 and 518;

B. The density transfer meets the density transfer and density bank policies as we are seeking to transfer the density from one lot to the density bank and that transfer is happening concurrently with the rezoning of lots 517 and 518;

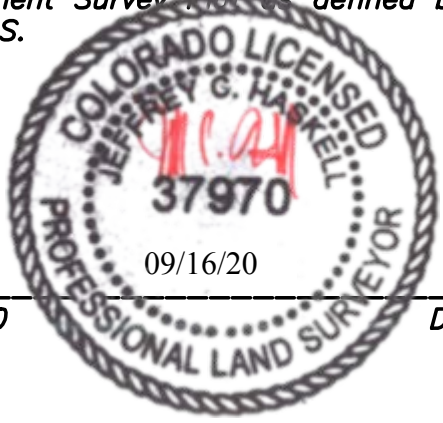
C. We believe the proposed density transfer meets all applicable Town regulations and standards.

Sincerely,

*Katherine Petty David Petty*

Katherine Petty, David Petty

This topographic survey of Lot 517 and Lot 518, Town of Mountain Village, was field surveyed on May 26, 2020 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.



P.L.S. NO. 37970 Date

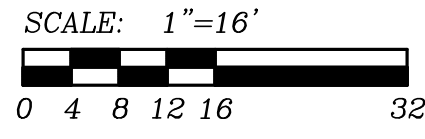
**PROPERTY DESCRIPTION:**

LOTS 517 AND 518, TELLURIDE MOUNTAIN VILLAGE, FILING 2, ACCORDING TO THE PLAT RECORDED FEBRUARY 3, 1987 IN PLAT BOOK 1 AT PAGE 702,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**NOTES:**

- Easement research and legal description from Land Title Guarantee Company, Order No. TLR86010448, dated September 1, 2020 at 5:00 P.M.
- Benchmark: Control point "CP 2", as shown hereon, with an elevation of 9212.51 feet.
- Contour interval is one foot.
- 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.

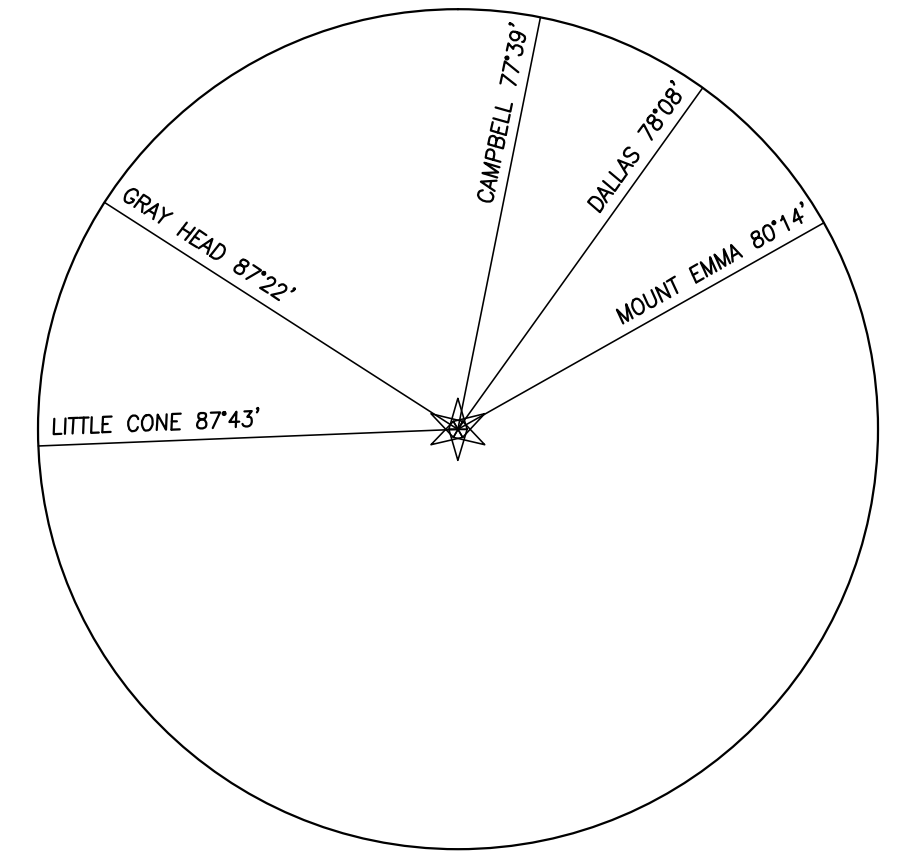


**LEGEND**

- ⊕ WATER VALVE
- ⊙ SEWER MANHOLE
- SIGN
- ⊞ TRANSFORMER
- ⊠ TELEPHONE PEDESTAL
- △ CABLE-TV PEDESTAL
- 4"x4" POST
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 24954
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 25954
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, ILLEGIBLE

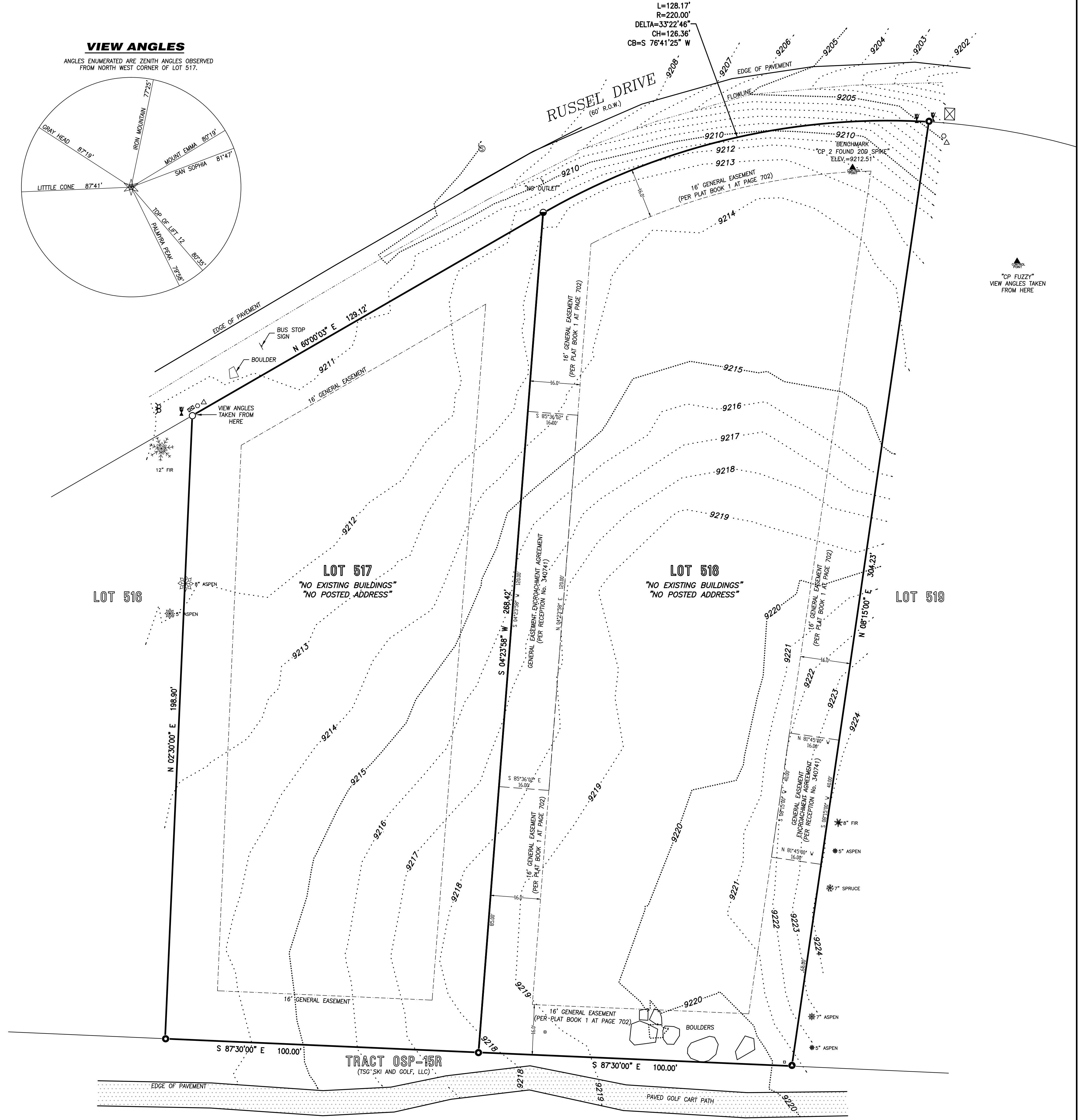
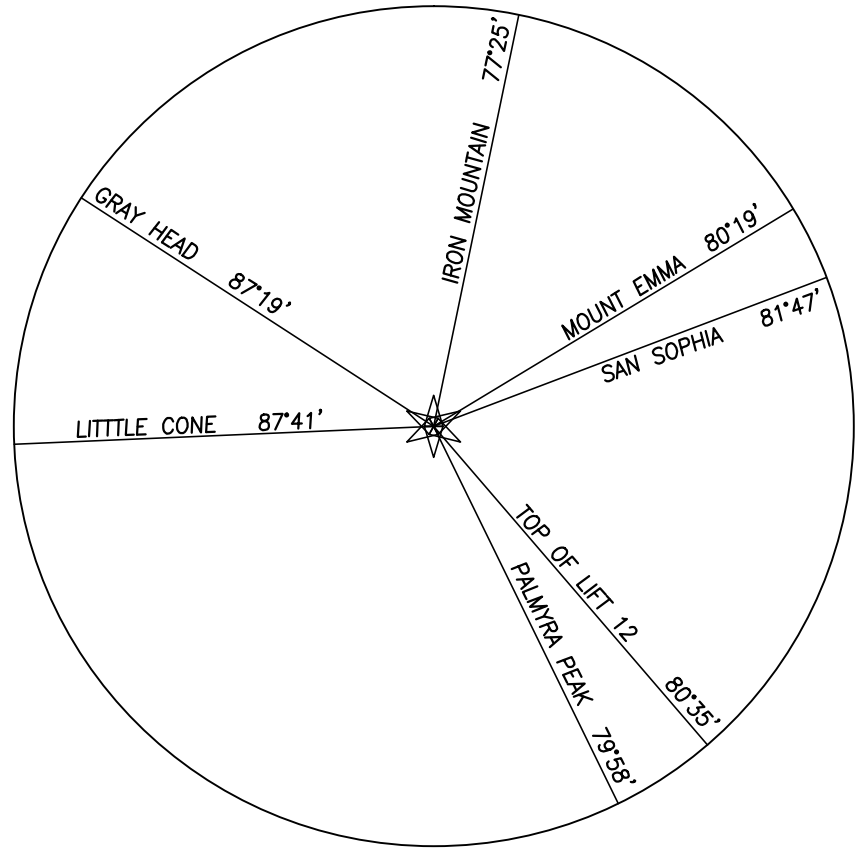
**VIEW ANGLES**

ANGLES ENUMERATED ARE ZENITH ANGLES OBSERVED FROM "CP FUZZY"



**VIEW ANGLES**

ANGLES ENUMERATED ARE ZENITH ANGLES OBSERVED FROM NORTH WEST CORNER OF LOT 517.

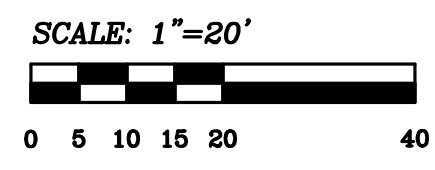
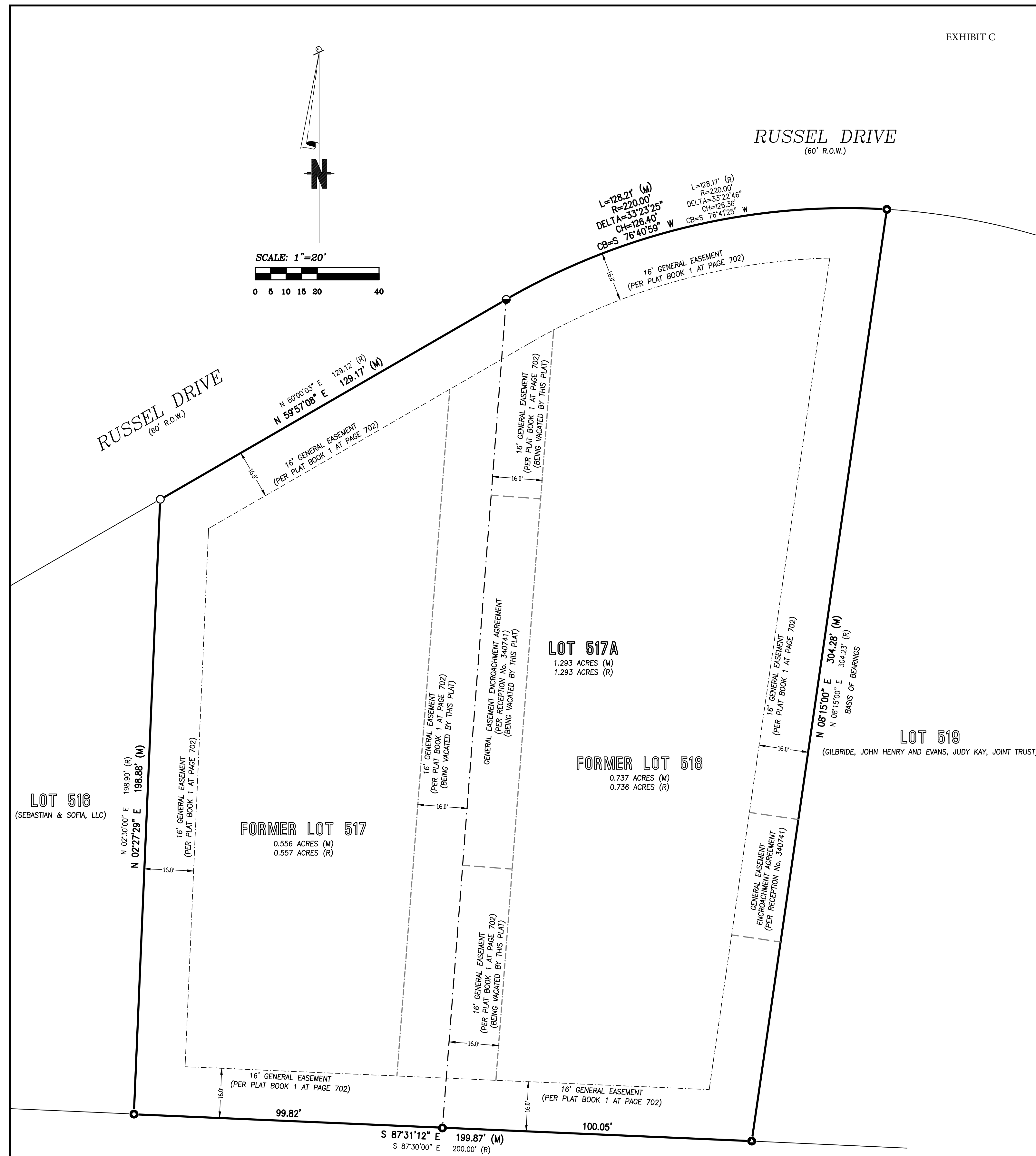


**Topographic Survey**  
 Lot 517 and Lot 518, Town of Mountain Village,  
 San Miguel County, Colorado.

Project Mgr:	JH
Technician:	FD
Checked by:	CC
Start date:	05/26/2020



770-728-6153 770-728-6050 Fax  
 P.O. BOX 1385  
 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81435



RUSSEIL DRIVE  
(60' R.O.W.)

RUSSEIL DRIVE  
(60' R.O.W.)

LOT 516  
(SEBASTIAN & SOFIA, LLC)

FORMER LOT 517  
0.556 ACRES (M)  
0.557 ACRES (R)

LOT 517A  
1.293 ACRES (M)  
1.293 ACRES (R)

FORMER LOT 518  
0.737 ACRES (M)  
0.736 ACRES (R)

LOT 519  
(GILBRIDE, JOHN HENRY AND EVANS, JUDY KAY, JOINT TRUST)

- LEGEND**
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632
  - FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 24954
  - FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 25954
  - FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, ILLEGIBLE

TRACT OSP-15R  
(TSO SKI & GOLF, LLC)

**OWNER'S CERTIFICATE:**

KNOW ALL PERSONS BY THESE PRESENTS that KATHERINE LOVEJOY PETTY AND DAVID BRUCE PETTY, being the owners of the following described land:

LOTS 517 AND 518, TELLURIDE MOUNTAIN VILLAGE, FILING 2, ACCORDING TO THE PLAT RECORDED FEBRUARY 3, 1987 IN PLAT BOOK 1 AT PAGE 702.

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Have by these presents caused same to be laid out, platted and subdivided the same into lots, as shown on this plat under the name and style of LOT 517A, TOWN OF MOUNTAIN VILLAGE, and hereby dedicate portions of Lot 517 and Lot 518 as 16' general easements for the installation and maintenance of the public utilities, as shown hereon.

The Parties do hereby agree upon the boundary lines as set forth hereon and do further grant, sell and convey to the other owners such of their real property as may lie on the other party's side of the boundary lines set forth on this Plat and do hereby agree that the boundary lines as shown on this plat are the boundary lines by agreement of adjoining owners pursuant to the Provisions of Colorado Revised Statutes (1973) 38-44-112.

**OWNERS:**

by Katherine Lovejoy Petty \_\_\_\_\_

by David Bruce Petty \_\_\_\_\_

**ACKNOWLEDGMENT:**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

The foregoing signature was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D. by Katherine Lovejoy Petty.

My commission expires \_\_\_\_\_  
Witness my hand and seal.

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

**ACKNOWLEDGMENT:**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

The foregoing signature was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D. by David Bruce Petty.

My commission expires \_\_\_\_\_  
Witness my hand and seal.

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

**TOWN OF MOUNTAIN VILLAGE APPROVAL:**

I, \_\_\_\_\_, as Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Plat has been approved by the Town by Resolution No. 2018-0315-06 and has authorized and directed me to execute this document.

Mayor \_\_\_\_\_ Date \_\_\_\_\_

I, Michelle Haynes, as Planning and Development Services Director of the Town of Mountain Village do hereby certify that this Plat has been approved by the Town by Resolution No. 2018-0315-06.

Michelle Haynes, \_\_\_\_\_ Date \_\_\_\_\_  
Planning and Development Services Director

**TITLE INSURANCE COMPANY CERTIFICATE:**

Land Title Guarantee Company does hereby certify that we have examined the title to all lands herein shown on this plat and that the title to this land is in the names of those persons shown in the Owners Certificate which is on the face hereof and is free of all liens and taxes, except as follows:

\_\_\_\_\_  
Land Title Guarantee Company

**TREASURER'S CERTIFICATE:**

I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section 3-101.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
San Miguel County Treasurer

**SURVEYOR'S CERTIFICATE:**

I, Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of LOT 517A, TOWN OF MOUNTAIN VILLAGE was made by me and under my direct responsibility, supervision and checking, in compliance with the applicable provisions of Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and belief.

P.L.S. No. 37970 \_\_\_\_\_ Date \_\_\_\_\_

**NOTES:**

1. Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
2. Easement research and legal descriptions provided by Land Title Guarantee Company, Order Number TLR86010448, dated September 01, 2020 at 5:00 P.M.
3. NOTES OF CLARIFICATION:
  - a. The Configuration of the following lots, tracts, and right-of-way have been modified by this plat: none
  - b. The following lots have been created by this plat: Lot 517A
  - c. The following lots have been deleted by this plat: Lot 517 and Lot 518

4. BASIS OF BEARINGS: The bearing between found monuments along the eastern boundary of former Lot 518, as shown hereon, was assumed to have the record bearing of N 08°15'00" E according to Plat Book 1 at page 702.

5. Lineal Units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.

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

**RECORDER'S CERTIFICATE:**

This plat was filed for record in the office of the San Miguel County Clerk and Recorder on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at  
Plat Book \_\_\_\_\_,  
Page \_\_\_\_\_,  
Reception No. \_\_\_\_\_,  
Time \_\_\_\_\_.

\_\_\_\_\_  
San Miguel County Clerk

**Lot 517A Replat,**  
A Replat of Lot 517 and Lot 518, Town of Mountain Village, Filing 2,  
located within the SE 1/4 of Section 33, T.43N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.

Project Mgr:	JH	Rev.	description	date	by
Technician:	MC				
Checked by:					
Start date:	08/17/2020				



970-728-6153 970-728-6050 fax  
P.O. BOX 1385  
125 W. PACIFIC, SUITE B-1  
TELLURIDE, COLORADO 81435



## EXHIBIT D

### ORDINANCE NO. 2020-\_\_\_\_\_

#### **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING THE DENSITY TRANSFER AND REZONE OF LOT 517 TO TRANSFER ONE UNIT OF DENSITY (FOUR PERSON EQUIVALENT) TO THE DENSITY BANK**

- A. Katherine Lovejoy Petty and David Bruce Petty ("Applicant") is the owner of record of real property described as Lot 517, Town of Mountain Village as further described on the plat recorded on March 03, 1987 at Reception Number 247882 ("Property").
- B. The Applicant submitted its development application for a density transfer and rezone on September 21, 2020 ("Density Transfer and Rezone Application").
- C. The Density Transfer and Rezone Application has been processed and evaluated pursuant to the Town of Mountain Village Community Development Code ("CDC").
- D. The Design Review Board ("DRB") conducted a public hearing on the Density Transfer and Rezone Application in accordance with the CDC Public Hearing Noticing Requirements on November 5, 2020, with public notice of such application as required by the public hearing noticing requirements of the CDC. The DRB recommended to Town Council unanimously to approve the application.
- E. The Town Council considered on first reading of an ordinance the application on November 19, 2020.
- F. The Town Council considered on second reading of an ordinance the application on December 10, 2020.
- G. The Town Council finds the proposed Density Transfer and Rezone meets the CDC criteria for decision contained in CDC Section 17.4.10 as follows:
  - 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; and
  - 8. The proposed rezoning meets all applicable Town regulations and standards.
- H. The proposed transfer of density to the density bank is consistent with and the Comprehensive Plan because:
  - 1. Land uses are envisioned to fit into the surrounding neighborhood.
  - 2. Single Family zoning is intended to be low density
  - 3. This application is reducing the density between the two lots by one single family density
- I. The proposed transfer of density to the density bank meets the criteria for the transfer of density to the density bank because:
  - 1. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application;
  - 2. The density transfer meets the density transfer and density bank policies; and
  - 3. The proposed density transfer meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, THAT THE TOWN COUNCIL APPROVES THE DENSITY TRANSFER AND REZONE OF LOT 517.**

**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 thirty days after the public hearing which is January 9, 2021.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 10th day of December, 2020  
Remotely via ZOOM WEBINAR:

**INTRODUCED, READ AND APPROVED by the Town Council of the Town of Mountain Village, Colorado on the 19th Day of November, 2020**

**TOWN OF MOUNTAIN VILLAGE:**

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

ATTEST:

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

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,  
Colorado this 10th day of December 2020**

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

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

ATTEST:

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

Approved as To Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney

I, Susan Johnston, 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. 2020-\_\_ ("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 November 19, 2020, by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
Dan Caton, 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 \_\_\_\_\_ 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 via virtual Zoom meeting, Mountain Village, Colorado, on \_\_\_\_\_. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>“Yes”</b>	<b>“No”</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
Dan Caton, 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.

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

(SEAL)



**Agenda Item No. 16**  
**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:** November 19, 2020 Town Council  
**DATE:** November 6, 2020  
**RE:** Notice of Withdrawn Application

**BACKGROUND:** The applicant has requested that the application associated with Agenda Item 16 be withdrawn from the November 19, 2020, Town Council meeting.

The memo is being provided not to open the public hearing for the agenda item but solely for the purpose of updating Town Council on the status of the project. Any future application will require re-noticing to all adjacent properties within 400 feet of the subject Lot.

No action is necessary at this time.

/JJM



## John A. Miller

---

**From:** Daniel Zemke <daniel@dzemkelaw.com>  
**Sent:** Wednesday, October 21, 2020 3:44 PM  
**To:** John A. Miller  
**Cc:** Michelle Haynes  
**Subject:** Reset Telluride CUP application

John and Michelle,

Thanks for updating us on the hearing set for 11/5. At this time, we are still not ready to address the application as we are continuing to work with neighborhood residents to address their concerns.

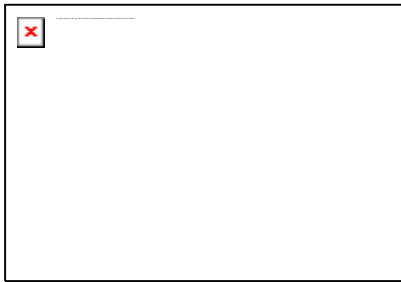
In that connection, we are looking to address this matter in May 2021. Rather than continue the hearing each month until then, we would like to pull out the application and resubmit at that time, with all proper noticing required. We appreciate your cooperation thus far, but we still have some work to do.

As the application has not yet been heard, can Reset request a waiver on the application fee when we resubmit at that time? Or, will we be required to submit a new fee payment again?

Please advise when you have a moment.

Thank you,

Daniel Zemke



**LAW OFFICE OF DANIEL T. ZEMKE, P.C.**  
P.O. Box 2603 (U.S. Mail)  
100 W. Colorado Ave., Ste. 240D (UPS and FedEx)  
Telluride, CO 81435  
Tel:(970) 708-0993  
[daniel@dzemkelaw.com](mailto:daniel@dzemkelaw.com)  
[www.dzemkelaw.com](http://www.dzemkelaw.com)

**CONFIDENTIALITY NOTICE.** This message is intended for the individual or entity named above. If you are not the intended recipient, please do not read, copy, use or disclose this communication to others; also please notify the sender by replying to this message, and then delete it from your system. Please verify that you will delete the email in your reply.



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

---

**TO:** Design Review Board

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

**FOR:** Public Hearing on November 19, 2020

**DATE:** October 12, 2020

**RE:** Consideration of a First Reading of an Ordinance Regarding a Second Major PUD Amendment to Extend the Length of Validity and Vested Property Rights for a Site Specific Development Plan for Lot 109R from December 8, 2020 to December 8, 2022

---

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 109R  
**Address:** 632-642 Mountain Village Blvd.  
**Owner/Applicant:** MV Colorado Development Partners, LLC  
**Agent:** Law Offices of Thomas G Kennedy  
**Zoning:** Village Center Zone District  
**Existing Use:** Vacant; North Village Center Parking Lot  
**Approved Use Pursuant to PUD Development Agreement:** 66 efficiency lodge units; 38 lodge units, 20 condominium units, one employee apartment and 20,164 sq. ft. of commercial space.

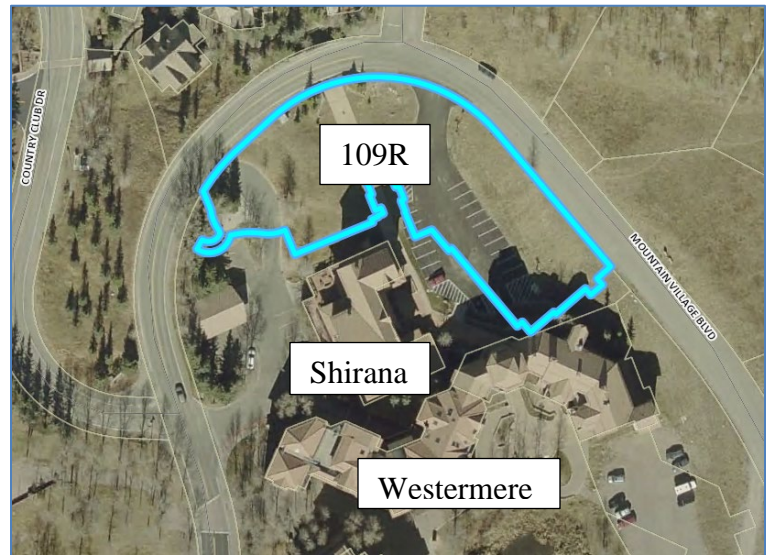
**Site Area:** .825 acres

**Adjacent Land Uses:**

- **North:** Vacant 89 Lots
- **South:** Shirana Condos
- **East:** Westermere & Palmyra Condos
- **West:** See Forever & The Peaks

**ATTACHMENTS**

- a) Ordinance
- b) Applicant Narrative
- c) Draft 2<sup>nd</sup> Amended PUD Agreement
- d) PUD Agreement
- e) Resolution PUD Approval
- f) [Approved PUD Plan Set](#)



**RECORD DOCUMENTS**

- Town of Mountain Village Community Development Code (as amended)
- Town of Mountain Village Home Rule Charter (as amended)
- Design Review Application as maintained by the Planning and Development Services Department.

**PUBLIC COMMENT**

None received

**REFERRAL COMMENTS**

Public Works – supports the application

**DESIGN REVIEW BOARD RECOMMENDATION**

On November 5, 2020 the Design Review Board provided a unanimous recommendation to Town Council to approve the two-year extension.

**DEVELOPMENT HISTORY BACKGROUND**

The Town Council approved the final PUD development application on December 8, 2010 Resolution Number 2010-1208-31 as recorded at Reception Number 415339. The PUD development agreement was recorded on March 18, 2011 at Reception Number 416997 (PUD Agreement). The PUD Agreement established the length of validity until December 8, 2015. In July of 2015, the applicant applied for an extension to the PUD agreement and associated vested property rights. The First Amendment to the Development Agreement was approved to extend the PUD from December 8, 2015 to December 8, 2020 and recorded at reception Number 438754 on August 5, 2015. Approved by Ordinance No. 2015-07. The applicant is requesting an extension for two years, from December 8, 2020 to December 8, 2022, in order to allow the owner to continue monitoring the market conditions and allow for time for the owner to amend the existing approvals to something they feel is more in line with Village Center development in terms of density, use and scale.

**REQUEST**

The only requested amendment to the PUD Agreement is an extension of the approved final PUD plan and the associated vested property rights. Section 12.16 of the PUD Agreement (and First Amendment), allows the developer to seek an extension to the PUD. The Community Development Code does not have a PUD extension process with the major PUD amendment process the only avenue for seeking an extension.

**APPROVAL HISTORY**

The creation of the Mountain Village Hotel PUD included the creation of Lot 109R that is now a platted lot, with the density assigned to this lot via the Town’s approval of the final PUD plan and the associated PUD Agreement. The Town received Lot 644 in The Meadows in exchange for land it conveyed to the developer that is now a part of Lot 109R. The density assigned by the PUD is also assigned to the site. Thus, the developer and the Town have received benefits that cannot be reversed, with Lot 109R platted to fit the density and development allowed by the PUD Agreement. Staff would also note that it took several years, numerous public hearings and lots of resources to create the PUD and the associated site-specific development plan. The owners would rather extend the entitlements than let it expire at this juncture, as stated above, so that they can perfect a more suitable PUD amendment and resulting development plan.

A number of variations and waivers were granted as part of the development plan, the recitals of which can be found in the approval Resolution, exhibit d.

In the event the Town Council does not approve extension of the PUD to 2022, consistent with the Development Agreement, and as amended, the platting and density will remain on the property.

**STAFF RECOMMENDATION**

Staff recommends that the Town Council approve the requested PUD amendment with the following motion:

*“I move to approve on first reading of an Ordinance a Second Major PUD amendment for Lot 109R to extend the PUD Agreement and the associated vested property rights for a period of two years, expiring on December 8, 2022 and to direct the Town Clerk to set a public hearing for December 03 2020.”*

If the Town Council does not support an extension, staff has provided the following motion

*“I move to deny the Ordinance considering a Second Major PUD amendment for Lot 109R and ask town staff to prepare a denial Resolution.”*

/mbh

**ORDINANCE NO. 2020-\_\_\_\_\_****AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A MAJOR SECOND PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT TO LOT 109R EXTENDING THE LENGTH OF VALIDITY AND VESTED PROPERTY RIGHTS FOR A SITE SPECIFIC DEVELOPMENT PLAN FROM DECEMBER 8, 2020 TO DECEMBER 8, 2022****RECITALS**

- A. MV Colorado Development Partners, LLC ("Applicant") is the owner of record of real property described as Lots 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 at Reception Number 416994 ("Property").
- B. The Town Council approved a PUD development for the Property ("PUD Approval") evidenced by Town Council Resolution Number 2010-1208-31 on December 8, 2010 as recorded at Reception Number 415339. The PUD Approval was valid through December 8, 2015.
- C. In connection with the Town's PUD Approval, the Applicant and the Town executed a certain Development Agreement for the Property, which was recorded in Reception Number 416997 ("Development Agreement").
- D. The PUD Approval and the Development Agreement further evidenced the granting and creation of a vested property right for a site specific development plan for the Property for a period of five (5) years that is valid until December 8, 2015 ("Vested Property Right").
- E. The Applicant submitted its development application for a major PUD amendment seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2020 ("First PUD Extension Application").
- F. The First PUD Extension Application has been processed and evaluated pursuant to the Town of Mountain Village Community Development Code ("CDC").
- G. The Design Review Board ("DRB") conducted a public hearing on the First PUD Extension Application in accordance with the CDC Public Hearing Noticing Requirements on May 7, 2015, with public notice of such application as required by the public hearing noticing requirements of the CDC.
- H. The Town Council approved the First PUD Extension Application the Vested Property Rights for a site specific development plan by Ordinance 2015-07 at reception No. 438753 and the First Amendment to Development Agreement at Reception No. 438754 to December 8, 2020.
- I. The Applicant submitted a Second Major PUD Amendment application to extend the PUD Approval and Vested Property right until December 8, 2022.
- J. The DRB conducted a public hearing on the Second Major PUD Amendment Application in accordance with the CDC Public Hearing Noticing Requirements on November 5, 2020, with public notice of such application as required by the public hearing noticing requirements of the CDC. The DRB recommended to Town Council unanimously to approve the application.
- K. The Town Council approved on first reading of an ordinance the application on November 19, 2020.
- L. The Town Council considered on second reading of an ordinance the application on December 3, 2020.

- M. The Town Council finds the proposed Second PUD Extension Application meets the PUD criteria for decision contained in CDC Section 17.4.12.E as follows:
1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Mountain Village Comprehensive Plan (“Comprehensive Plan”) because, without limitation:
  2. The PUD requires 40 hotbed units in efficiency lodge units that must remain with the hotel property owner subject to specific condo-hotel regulations, which will increase the hotbed base.
  3. The projects additional 26 efficiency lodge units, 38 lodge units and 20 condominium units above the 40 required efficiency lodge units will further infuse vibrancy, activity and vitality into the Village Center.
  4. The infill development will provide a restaurant and limited commercial space that will help revitalize the North Village Center area.
  5. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site because, without limitation:
  6. The uses are permitted in the Village Center Zone District.
  7. The proposed rezoning complies with the zoning designations on the property; the density limitation; platted open space requirements; building height; and lot coverage requirements outlined in the Zoning Regulations.
  8. The development is consistent with the Development Agreement.
  9. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general because, without limitation:
    - a. The PUD extension will allow for the creative development of a high-density hotbed project that would not be possible without the variances granted under the Development Agreement.
    - b. The project will provide improved plaza areas, public parking, pedestrian connectivity, conference space, commercial development and other amenities.
    - c. The density allowed under the Development Agreement has been transferred to the Property and can only be creatively fit on the site through the variances granted by the Town through the Development Agreement.
    - d. The Town received Lot 644 in the Meadows in exchange for land conveyed to the Applicant that is now included in the Property, thus, both the Town and the Applicant have received creative benefits that cannot be extinguished.
  10. The proposed PUD is consistent with and furthers the PUD purposes and intent because, without limitation:
    - a. It will allow for flexibility, creativity and innovation in land use planning and project design.
    - b. The original PUD public benefits will continue to be provided.
    - c. The amendment furthers the land use principles of the Comprehensive Plan.
    - d. Efficient land use is being encouraged through a high density infill development that is consistent with the Comprehensive Plan.
    - e. The development continues to allow for integrated planning for the Village Center, Lot I 09R and surrounding development in order to achieve the PUD purposes.
  11. The proposed PUD amendment meets the PUD general standards contained in CDC section 17.4.12(1), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.
  12. The PUD will continue to provide adequate community benefits, such as public parking, mitigation payments and 40 deed restricted hotbed units subject to specific condo-hotel regulations.
  13. Adequate public facilities and services are available to serve the intended land uses because, without limitation:
    - a. Police protection and water and sewer services will be provided by the Town.

- b. Fire protection will be provided by the Telluride Fire Protection District.
- 14. The proposed PUD amendment will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.
- 15. The proposed PUD meets all applicable Town regulations and standards except for the variations allowed by the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, THAT THE TOWN COUNCIL APPROVES THE SECOND PUD EXTENSION APPLICATION, INCLUDING THE EXTENSION OF THE PUD APPROVAL AND THE VESTED PROPERTY RIGHTS UNTIL DECEMBER 8, 2022 AND THE SECOND MAJOR PUD AGREEMENT AMENDMENT IS HEREBY ATTACHED AS EXHIBIT A.**

**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 thirty days after the public hearing which is December 3, 2020.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 19<sup>th</sup> day of November, 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 19<sup>th</sup> Day of November, 2020**

**TOWN OF MOUNTAIN VILLAGE:**

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

ATTEST:

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

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 3<sup>rd</sup> Day of December, 2020.**

**TOWN OF MOUNTAIN VILLAGE:**

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

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



ATTEST:

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

Approved As To Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney

I, Susan Johnston, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado (“Town”) do hereby certify that:

- 5. The attached copy of Ordinance No. 2020-\_\_ (“Ordinance”) is a true, correct and complete copy thereof.
- 5. 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				

- 5. 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 \_\_\_\_\_ 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 via virtual Zoom meeting, Mountain Village, Colorado, on \_\_\_\_\_.

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 \_\_\_<sup>rd</sup> day of \_\_\_\_\_ 2020.

---

Susan Johnston, Town Clerk

(SEAL)

EXHIBIT A

**ADDENDUM/NARRATIVE TO PUD EXTENSION/AMENDMENT**

August 27, 2020

MV Colorado Development Partners, LLC, a Texas limited liability company or its successor in interest (“**Owner**”) secured certain approvals (“**Town Approvals**”) by the Town of Mountain Village (“**Town**”), authorizing the Owner to pursue a mixed use development project (“**Project**”) on Lot 109R, Town of Mountain Village. The documents reflect the Town Approvals include, without limitation, the following documents:

1. Town Council PUD Approval Resolution
2. Replat
3. Development Agreement and First Amendment (extending the expiration date)
4. Final PUD Plan

We will establish a dropbox account and place documents relating to the Town Approvals at that site for your access to documents.

The Town Approvals and vesting period was initially granted through December 8, 2015 (“**Town Approvals Expiration Date**”), at which time they would expire unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals.

In 2015, Owner submitted its application seeking to extend the Town Approvals Expiration Date to December 8, 2020, which was approved by the Town.

The within application is being submitted by Owner to amend the Town Approvals, including the Final PUD approval for the Project, for the purpose of further extending the Town Approvals Expiration Date from December 8, 2020 to December 8, 2022 and the period of extended vesting for the Project through December 8, 2022 for reasons set forth herein.

The project as reflected in the Town Approvals allowed for the following uses and densities, which would be allowed in a building allowed to build up to maximum height of 88’-9” and a maximum average height of 65’-2.9” with a total of approximately 270,000 sf of buildable space. The project includes a sizable hotel component.

<b>Approved Density/Commercial SF</b>			
	<b># Units</b>	<b>Density Per</b>	<b>Total Density</b>
Efficiency Lodge Units	66	.5	33
Lodge Units	38	.75	28.5
Unrestricted Condominium Units	20	3	60
Employee Apartment	1	3	3
Commercial SF	20,164		
	<b>Total Density</b>		<b>124.5</b>

Since the granting of the Town Approvals, much has changed in the Mountain Village and with the Owner. Due to the unfortunate death of a principal of the Owner who was heading up the development team for this project, the owner shifted the focus of its development program from resort projects to other

development uses. Since that event, the Owner has been actively marketing the property for sale to qualified purchasers. These marketing efforts over recent years have not proven successful.

Based upon feedback from potential parties interested in purchasing and developing Lot 109R, Owner learned that there is not interest in the marketplace to develop the property as a resort/hotel project, consistent with its approvals. The Owner consulted with its marketing consultants and learned that there would be stronger interest from potential buyers/developers of the site should it be developed as a largely residential project, similar in mass/scale and uses to the surrounding developments. Starting in the fall of 2019, the Owner began discussions with the Town about modifying the approved plans to largely remove the PUD approvals and return the development of the property to more of a "use by right" project in terms of mass and scale and develop the property generally in line with those uses (residential) and densities (25 to 30) that was allowed on the property prior to the PUD approvals. A more traditional residential project would be designed to allow for and embrace short-term rental opportunities (VRBO AIRBNB, etc) which is a growing trend among owners of residential units in Mountain Village and proving to be a viable way to provide units for guests/visitors looking for accommodation units.

As Owner was getting ready to start the formal review process with the Town to amend the Town Approvals to convert it to a "use by right" project, the COVID pandemic hit and the Owner has suspended its pursuit of the application until such time as the Town was able to meet in person and not remotely. As things stand now, the Owner still wants to pursue these amendments with the Town, but would prefer to hold these meetings/hearings on the amendments with the Town in the course of in person meeting.

Should the Town Approvals expire without some type of controlled provisions in place, it would cause much confusion over the status of the project in terms of uses, densities, allowable mass/scale, etc. It was this reason that the Owner wanted to work with the Town on an amendment to the approvals to enable the "use by right" project, which would allow for an orderly change to the allowable development of Lot 109R. The approvals currently are set to expire December 8, 2020. Owner is seeking Town approval for a two-year extension to PUD expiration date to enable Owner and Town to work through a revised land use plan for Lot 109R for the "use by right" plan. Given the uncertainties surrounding the COVID circumstances and how that will affect the manner in which the Town will conduct hearings on land use applications, the Owner thought it prudent to seek the two-year extension just in case 2021 proves to be similar to 2020. The Owner is anxious to submit and have the Town review a formal amendment to the land use approvals for the revised "use by right" project, so as to enable the Owner to be able to market the property to buyers who are much more interested in pursuing a development that does not have the hotel component.

Respectfully Submitted,

MV Colorado Development Partners, LLC,  
a Texas limited liability company

By: John Wagner

Printed Name: John A Wagner

Title: VP

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
Lot 109R, Town of Mountain Village, Planned Unit Development**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (“**Amendment**”), 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 MV Colorado Development Partners, LLC, a Texas limited liability company or its successor in interest (“**Owner**”). Town and Owner are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**”. The Parties agree as follows:

1. The Parties entered into that certain Development Agreement Lot 109R, Town of Mountain Village, Planned Unit Development (“**Development Agreement**”) recorded on March 18, 2011 in Reception No. 416997 as amended by the First Amendment to the Development Agreement recorded on \_\_\_\_\_ in Reception No. \_\_\_\_\_ (“**First Amendment to Development Agreement**”)

2. Owner is the current fee simple owner of certain real property described as Lot 109R, Town of Mountain Village as further described on the plat recorded on March 18, 2011 at Reception Number 416994 (“**Property**”).

3. The Town Council approved a PUD development for the Property (“**PUD Approval**”) evidenced by Town Council Resolution Number 2010-1208-31 adopted on December 8, 2010, as recorded at Reception Number 415339. The PUD Approval was valid through December 8, 2015 and subsequently was extended through December 8, 2020.

4. The PUD Approval and the Development Agreement evidenced the granting and creation of a vested property right for a site-specific development plan for the Property for a period of five (5) years that is valid until December 8, 2015 (“**Vested Property Right**”). The First Amendment to Development Agreement extended the term of the Vested Property Right for an additional five (5) years through December 8, 2020.

5. The Owner submitted its development application (“**PUD Extension Application**”) seeking Town approval to extend the PUD Approval and the Vested Property Right until December 8, 2022.

6. The PUD Extension Application was reviewed and approved by the Town, evidenced by a certain Town Council Ordinance \_\_\_\_\_, recorded in Reception No. \_\_\_\_\_ (“**Town PUD Extension Ordinance**”).

7. The Parties wish to modify portions of the Development Agreement in the manner provided for in this Amendment consistent with the Town PUD Extension Ordinance.

8. Section 12.16 of the Development Agreement is amended and restated to read as follows

12.16. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of December 8, 2022 unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If construction has not timely commenced or an extension not obtained prior to December 8, 2022, the Town Approvals shall expire, except that the Replat and the density assigned to the Property shall remain in place, but prior to any use and development of the Property, the Owner of the

Property must reapply for and obtain necessary approvals of applications for rezoning, PUD, waivers/variations and design review approval for any project contemplated for the Property, which will be reviewed in accordance with LUO and Design Regulations in place at the time of the submission of any such application.

9. The Vested Property Right is extended to December 8, 2022.

10. In the event that any terms, conditions and provisions contained in this Amendment are inconsistent with or otherwise in conflict with any terms, conditions and provisions contained in the Development Agreement and/or any amendments thereto, the terms, conditions and provisions contained in this Amendment shall control.

11. No other amendments, modifications or alterations to the Development Agreement, other than the amendments specifically stated herein, are contemplated or made by the execution of this Amendment. All other terms, conditions, provisions, rights, duties and benefits stated in the Development Agreement shall continue in full force and effect.

12. This Amendment may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission or scanned/mailed of a signed copy of this Amendment shall be considered valid and constitute a signed original.

**IN WITNESS THEREOF**, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

**TOWN:**

Town of Mountain Village, a Colorado  
Home Rule Municipality and Political  
Subdivision of the State of Colorado

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Kim Montgomery, Town Manager

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

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as the \_\_\_\_\_ of The Town of Mountain Village.

Witness my hand and official seal.

\_\_\_\_\_ My commission expires: \_\_\_\_\_.  
Notary Public

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

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Kim Montgomery as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

\_\_\_\_\_ My commission expires: \_\_\_\_\_.  
Notary Public



**OWNER:**

MV Colorado Development Partners, LLC,  
a Texas limited liability company

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

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

Subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by  
\_\_\_\_\_ as \_\_\_\_\_ of MV  
Colorado Development Partners, LLC.

Witness my hand and official seal.

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

My commission expires: \_\_\_\_\_

**DEVELOPMENT AGREEMENT**  
**Lot 109R, Town of Mountain Village, Planned Unit Development**

**THIS DEVELOPMENT AGREEMENT** (“**Agreement**”), dated and made effective as of 3/18, 2011 (“**Effective Date**”), is entered into by and between the Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado (“**Town**”) and MV Colorado Development Partners, LLC, a Texas limited liability company or its successor in interest (“**Owner**”). Town and Owner are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**”.

**DEFINITIONS**

Unless otherwise provided for herein, all capitalized but undefined terms used in this Agreement shall have the meanings set forth in the LUO and/or the Design Regulations (defined below). In addition, the Parties acknowledge and agree to the following definitions (“**Definitions**”) and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

A. “**Act**” shall mean the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33.3-101 through 38-33.3-319.

B. “**Application**” shall collectively mean the various land use applications, including plans, drawings, specification, narratives, reports, studies and other materials prepared by Owner and submitted to the Town concerning the development of the Project on the Property, inclusive of: (1) Planned Unit Development (Conceptual, Sketch and Final PUD Plan)(“**PUD**”) pursuant to Section 3-5 of the LUO; (2) Replat pursuant to Section 4-4 of the LUO; (3) Rezone pursuant to Section 4-3 of the LUO; (4) Density Transfer pursuant to Section 4-2 of the LUO; (5) Variations/waivers for certain sections of the LUO and Design Regulations pursuant to Section 4-601(2) of the LUO; and (6) Extended Vested Rights.

C. “**Commercial Condominium Units**” shall mean each of those particular Condominium Units specifically designed for commercial uses by the Project Condominium Documents and the Town Approvals.

D. “**Common Elements**” shall mean the common elements, including any limited common elements formed in the Condominium and designated as such pursuant to the Project Condominium Documents.

E. “**Condominium Units**” shall mean the individual condominium units formed in the Project Condominium and designated as such pursuant to the Project Condominium Documents, which are designated for separate ownership by the Unit Owners and shall consist of the Residential Condominium Units and Commercial Condominium Units.

F. “**Contributed Town Property**” means certain land owned by the Town, which the Town agreed to allow Owner to include in the Replat and incorporated into the Property and Project pursuant to the Land Exchange Agreement.

G. “**Design Regulations**” shall mean the Mountain Village Design Regulations adopted by the Town, as amended through the Effective Date.

H. **"DRB"** or **"Design Review Board"** shall mean the Town of Mountain Village Design Review Board.

I. **"Efficiency Lodge Units"** shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as an Efficiency Lodge Unit (within the meaning of the LUO) in the Town Approvals.

J. **"Final PUD Plans"** shall mean the final plans, drawings and specifications for the Property for the Property and Project that have been approved by the DRB and the Town Council, as reflected in the Town Council Approval Resolution, which plans, drawings and specifications consist of each of the documents are listed and described on attached **Exhibit "A"**.

K. **"Furniture Package"** shall mean those certain standard furnishing packages specified by Owner and the Hotel Operator for the Residential Condominium Units.

L. **"Hotel Covenant"** shall mean that certain Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded in Reception No. 416997 in the Official Records.

M. **"Hotel Guests"** shall mean those persons who are staying in any of the Hotel Rooms or any of the Residential Condominium Units for short-term accommodation usage purposes as part of the Rental Management Program.

N. **"Hotel Operator"** means the company initially retained by the Owner and approved by the Town in the manner provided for in this Agreement and the Hotel Covenant to operate and manage the Rental Management Program in the Project Condominium.

O. **"Hotel Rooms"** means each of those forty (40) Efficiency Lodge Units located in the Project and designated and dedicated only for use and occupancy by Hotel Guests in the Rental Management Program that are deemed to be part of the Hotel Facilities Unit and will be held in the common ownership with the other portions of the Project denoted as the Hotel Facilities Unit. The location of the Hotel Rooms shall be generally consistent with the Final PUD Plans and be designated on the building permit plans and later designated on the Project Condominium Documents.

P. **"Hotel Facilities Unit"** means the Hotel Rooms, lobby area, front desk and associated office, and similar areas of the Project that are necessary for the operation of the hotel. The Hotel Facilities Unit will be owned by one entity that may change from time-to-time.

Q. **"Lock-Off Unit"** shall mean a Condominium Unit in the Project consisting of Lodge Units and Efficiency Lodge Units that shall be separated from an adjacent unit by a common keyed door.

R. **"Lodge Units"** shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as a Lodge Unit (within the meaning of the LUO) in the Town Approvals.

S. **"LUO"** shall mean the Land Use Ordinance adopted by the Town of Mountain Village, as amended through the Effective Date.

T. **"Official Records"** shall mean the Official Records of the Clerk and Recorder for San Miguel County, Colorado.



U. **“Owner”** shall mean MV Colorado Development Partners, LLC, a Texas limited liability company, its successors, assigns and transferees.

V. **“Parking Condominium Units”** shall mean those particular Condominium Units designed for parking uses by the Project Condominium Documents.

W. **“Project”** shall mean the development of a certain mixed-use hotel, residential condominium and commercial project on the Property, which was approved by the Town as reflected in the Town Council Approval Resolution. The Project shall consist of: (1) a minimum of the 40 Hotel Rooms zoned Efficiency Lodge Units to be operated and deed restricted as part of the hotel and included as part of the Hotel Facilities Unit as required by this Agreement and as shown on the Final PUD Plans; (2) 26 additional Efficiency Lodge Units; (3) 38 Lodge Units; (4) 20 Unrestricted Condominium Units; and (5) approximately 20,000 sq. ft. of commercial space.

X. **“Project Association”** shall mean the non-profit corporation formed to manage the Project Condominium as contemplated by the Project Condominium Documents.

Y. **“Project Condominium”** shall mean the condominium regime to be established on the Property in accordance with the Act and the Project Condominium Documents. The Condominium consists of certain Condominium Units and Common Elements as established and designated by Project Condominium Documents.

Z. **“Project Condominium Documents”** shall mean the documents prepared in connection with the formation and operation of the Project Condominium, which are anticipated to consist of the following instruments: (1) Condominium Declaration; (2) Condominium Map; (3) The Articles of Incorporation and Bylaws for the Project Association; (4) any Rules and Regulations for the Project Condominium; and (5) any and all such other pertinent documents, as the same may be amended and/or supplemented from time to time.

AA. **“Project Operational Standards”** means the standards for operating the Project as determined by the Hotel Operator, in consultation with the Owner and Project 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 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.

BB. **“Project PUD Resolution”** shall mean that certain resolution duly adopted by the Town concerning the Project Approvals for the Property and Project recorded in Reception No. 415 339 in the Official Records concerning the Development of the Project and shall include the Final PUD Plan approved by the Town.

CC. **"Property"** shall mean Lot 109R, Town of Mountain Village, San Miguel County, Colorado according to the Replat.

DD. **"Rental Management Program"** means the short-term rental management and accommodations styled program (for usage periods of less than 30 days) operated in the Condominium Project by the Hotel Operator consisting of some or all of the Condominium Units and/or the Common Elements.

EE. **"Replacement Town Property"** shall mean Lot 644, Town of Mountain Village or other mutually acceptable property to be transferred and conveyed to the Town by the Owner pursuant to the terms and conditions of this Agreement.

FF. **"Replat"** shall mean that certain Replat entitled "*Replat of Lot 109R and Tract OS-3BR-2*" establishing the boundaries of the Property recorded on March 18, 2011 in Plat Book 1, Page 4455 Reception No. 416994 in the Official Records concerning the development of the Project.

GG. **"Residential Condominium Units"** shall mean those particular Condominium Units that are zoned as Lodge Units, the Efficiency Lodge Units and the Unrestricted Condominium Units, specified for residential uses by the Project Condominium Documents and the Town Approvals.

HH. **"Town"** shall mean the Town of Mountain Village, Colorado.

II. **"Town Approvals"** shall mean those certain land use entitlement approvals concerning the Property and the Project that have been granted by the Town, including, without limitation, approvals for PUD, Variance, Rezone, Replat and Density Transfer and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in the Project PUD Resolution, the Project Development Agreement, the Replat, The Land Exchange Agreement and this Agreement.

JJ. **"Town Council"** shall mean the Town of Mountain Village Town Council.

KK. **"Town Council Approval Resolution"** shall mean Resolution No. 2010-1208-31 adopted by the Town Council, approving the Application for the Project, which was recorded on December 10, 2010 at Reception No. 415339 in the Official Records.

LL. **"Town Enforceable Restriction"** shall mean those provisions established in the Project Condominium Documents that also run to the benefit of the Town, that may be specifically enforced by the Town and may not be modified without the prior written consent of the Town.

MM. **"Town Laws"** shall mean the Town of Mountain Village Land Use Ordinance, Town of Mountain Village Building Code, Town of Mountain Village Charter and the Town of Mountain Village Municipal Code.

NN. **"Town /Owner Land Exchange"** means the transfer and conveyance of the Contributed Town Property by the Town to Owner in exchange for the transfer and conveyance of the Replacement Town Property by the Owner to the Town in accordance with the terms and conditions of this Agreement.

OO. **"Unit Owners"** shall mean the respective owners of each of the Condominium Units.



PP. **“Unrestricted Condominium Units”** shall mean each of those Residential Condominium Units included in the Project that are zoned and designated as a Condominium Unit (within the meaning of the LUO) in the Town Approvals.

### RECITALS

The Parties acknowledge and agree to the following recitals (“**Recitals**”) and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.

- A. Owner is the current, fee simple owner of the Property.
- B. Owner submitted the Application to the Town, which was reviewed and considered by the Town in accordance with applicable law, including but not limited to, the LUO and Design Regulations.
- C. The Town authorized the Owner to include the Contributed Town Property in the Application and to pursue the contemplated development of the Project on the Property, including portions affecting the Contributed Town Property, provided that Owner has transferred and conveyed the Replacement Town Property in the manner and timeframe required by this Agreement.
- D. The Parties acknowledge and agree that the proposed use and development of the Contributed Town Property are exempt from the Temporary Moratorium Prohibiting the Rezoning of Active Open Space adopted by the Town (Ordinance No. 2009-03) in accordance with its provisions.
- E. Nothing contained herein or in the Land Exchange Agreement is intended to establish any joint venture between Owner and Town with respect to the ownership, operation, management and development of the Project.
- F. At a duly noticed and conducted public hearing on March 28, 2008, the DRB recommended to the Town Council that the Application for Conceptual PUD Plan be approved with conditions pursuant to LUO Section 4-606.
- G. At a duly noticed and conducted public hearing on March 11, 2010, the Town Council granted Conceptual PUD Plan approval to the Application pursuant to LUO Section 4-606.
- H. At a duly noticed and conducted public hearings held on June 24, 2010 and again on July 22, 2010, the DRB granted Sketch PUD Plan approval to the Application pursuant to LUO Section 4-607.
- I. At a duly noticed and conducted public hearing on October 28, 2010, the DRB recommended to the Town Council that the Application for Final PUD Plan be approved pursuant to LUO Section 4-608 as well as other components of the Application.
- J. At a duly noticed and conducted public hearing on November 18, 2010, the Town Council considered Final PUD approval and continued the matter to December 8, 2010.
- K. At a duly noticed and conducted public hearing on December 8, 2010, the Town Council granted Final PUD Plan approval to the Application pursuant to LUO Section 4-609 as well as other components of the Application, including, specifically and without limitation, the request for Extended Vesting Rights.

L. After conducting the respective public hearings, receiving evidence and taking testimony and comment thereon, the DRB and the Town Council respectively found that: (i) the Property achieves one (1) or more of the applicable purposes listed in Section 4-616 of the LUO, and (ii) the resulting development will be consistent with the provisions of Section 4-617 of the LUO.

M. The public hearings referred to above were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued in the *Telluride Watch* and by mailing of public notice to property owners located within four hundred feet (400') of the Property, as required by the LUO.

N. The publication of the granting of the Extended Vested Rights for the Project was accomplished with placement of public notice in the Daily Planet on December 31, 2010, as required by the LUO.

O. The Town Council has adopted the Town Council Approval Resolution, the terms and conditions of which are incorporated herein by this reference.

P. Owner has now met all requirements for: (1) Final PUD approval and has addressed conditions 1 through 9 of Final PUD approval as set forth by the DRB and Town Council in the Town Council Approval Resolution, the remaining conditions are ongoing conditions that are set forth in this Agreement; and (2) final approval for the components of the Application relating to the Replat, Rezone, Density Transfer, variations/waivers and Extended Vesting Rights.

Q. This Agreement shall be recorded with the Replat.

#### AGREEMENTS AND CONSIDERATION

**NOW THEREFORE**, in consideration of the foregoing Recitals and Definitions, which are incorporated into this Agreement and the mutual agreements, obligations and promises set forth below and in further consideration of the Town Approvals upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by Owner and the mutual obligations and promises set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the Town covenant and agree as follows:

1. **General.** This Agreement establishes the land uses and density that shall be permitted within the Property, a general development plan, development standards and conditions that must be adhered to by Owner. This Agreement also specifies improvements that must be made, and conditions, which must be fulfilled in conjunction with the development of the Property. Where this Agreement does not address a specific development standard or requirement of the Town, the provisions of the LUO or Charter shall apply. Where this Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede the provisions of the LUO. In all cases the provisions of the Charter shall supersede the provisions of the Agreement.

2. **Town Approval.** Subject to the conditions herein, Town does hereby approve this Agreement, the Replat, the rezone, the variances, the density transfer, the extended vesting and the Final PUD Plans. This Agreement shall be incorporated by reference on the Replat. These instruments shall constitute the complete approval of the Application for the Project. The Replat and this Agreement shall be recorded, at the Owner's expense, in the records of the San Miguel County Clerk and Recorder and shall run with the Property. The Final PUD Plans shall be filed of record with the Town of Mountain



Village Community Development Department. For purposes of this Agreement, the term “**Town Approvals**” shall mean those certain land use entitlement approvals concerning the Property and the Project that have been granted by the Town, including, without limitation, approvals for the Applications, the Final PUD Plans and any other plans or permits granted by the Town for the Property and the Project. The Town Approvals are further reflected in the Town Council Approval Resolution, the Replat, the Hotel Operator and Hotel Amenities, Facilities and Services Covenant and this Agreement.

3. **Approval of Replat; Town/Owner Land Exchange; and Recordation of Easements.**

3.1. **Approval and Recordation of Replat.** Pursuant to the terms and conditions of the Land Exchange Agreement, the Town agreed to transfer and convey the Contributed Town Property to Owner in exchange for the agreement of Owner to transfer and convey the Replacement Town Property to the Town. In addition, the Town authorized Owner to include the Contributed Town Property in the Application, including the unrecorded Replat, prior to the consummation of the exchanges contemplated by the Land Exchange Agreement. The DRB and Town Council have approved the Replat, which shall be recorded simultaneous with this Agreement. Upon recordation of the Replat, Lot 109R will be owned by Owner and Tract OS-3BR-2 will be owned by the Town. The term Property as used in this Agreement refers to Lot 109R as reconfigured and replatted pursuant to the Replat, but not Tract OS-3BR-2, which is not intended to be burdened by this Agreement except for the condominium space below such land that is utilized for the parking garage, which shall be subject to the terms of this Agreement. In addition, this Agreement establishes certain responsibilities outside the Property, such as the need to maintain the drainage system, the need to maintain the snowmelt system in the plaza area, and the need to remove snow from Mountain Village Boulevard.

3.2. **Town/Owner Land Exchange.**

3.2.1. The Town has determined that the Replacement Town Property is suitable and acceptable to the Town as replacement for the Contributed Town Property. Owner is obligated to transfer and convey the Replacement Town Property to the Town in full satisfaction of its obligation to provide the Town with Replacement Town Property.

3.2.2. The Town/Owner Land Exchange shall occur simultaneously with the recordation of the Replat.

3.2.3. At the closing of the Town/Owner Land Exchange (“**Town/Owner Land Exchange Closing**”), the Parties shall proceed as follows:

A. The Town/Owner Land Exchange Closing shall be conducted by a title company mutually agreeable to the Parties (“**Title Company**”).

B. The Town shall convey fee simple title, vesting good and merchantable title to the Contributed Town Property, to Owner or its designee, by special warranty deed, free and clear of all monetary liens and encumbrances and subject only to those exceptions accepted by Owner in a current commitment for title insurance to be obtained and provided by Owner by the Title Company. The Town will cooperate and assist Owner in seeking to modify, amend or delete a title exception for which Owner has interposed its reasonable objection and if the objection can not be resolved to the satisfaction of Owner.

C. Owner shall cause fee simple title to be conveyed to the Town, vesting good and merchantable title to the Replacement Town Property, to the Town or its



designee, by special warranty deed, free and clear of all monetary liens and encumbrances and subject only to those exceptions noted in a current commitment for title insurance to be obtained and provided by Owner by the Title Company. The cost and expense of procuring the title insurance shall be incurred by Owner.

D. Owner shall pay all recording costs, closing fees and costs due to the Title Company.

E. To the extent applicable and required, Owner shall pay any Real Estate Transfer Assessments (RETA), if any, that may arise in connection with the Town/Owner Land Exchange. The Parties shall cooperate and assist each other in providing information that may support the granting of a full or partial exemption from the RETA.

F. Charges for any real estate property taxes and/or homeowner associations' dues and assessments for the property being exchanged hereunder shall be prorated through the date of Closing.

G. The Parties acknowledge and agree that no real estate brokerage commissions shall become due and payable as a result of the completion of the Town/Owner Land Exchange.

3.2.4. The Parties acknowledge and agree that no other consideration is due and owing for the completion of the Town/Owner Land Exchange.

3.3. **Recordation of Easements.** At such time as Owner records the Replat, Owner and Town shall also simultaneously execute and record easements necessary and appropriate for the Project, on mutually acceptable terms and conditions.

4. **Approval of Rezoning.**

4.1. Prior to the Town Approvals, the Property was zoned and platted as follows:

**Table 1 - DESIGNATED EXISTING LAND USE FOR THE PROPERTY:**

Lot	Acreage	Zone District	Zoning Designation	Units	Density Per Unit	Total Density
73-76R	.141	Village Center	Condo	12	3	36
			Commercial			
			Employee Condo	1	3	3
109	.092	Village Center	Condo	8	3	24
			Commercial			
110	.077	Village Center	Condo	6	3	18
			Commercial			
89A	.020	Village Center	Commercial			
OS3-BR	2.489	Open Space	Active Open Space			
<b>Total</b>				<b>27</b>		<b>81</b>

4.2. The zoning and platting of the Property as a result of the Town Approvals and reflected in the Town Council Approval Resolution is as follows:

**Table 2 - APPROVED ZONING/LAND USES/DENSITY FOR THE PROPERTY:**

<b>Approved Density/Commercial SF</b>			
	<b># Units</b>	<b>Density Per</b>	<b>Total Density</b>
Efficiency Lodge Units	66	.5	33
Lodge Units	38	.75	28.5
Unrestricted Condominium Units	20	3	60
Employee Apartment	1	3	3
Commercial SF	20,164		
	<b>Total Density</b>		<b>124.5</b>

5. **Approval of Density Transfer and Zoning.**

5.1. The zoning designations and appurtenant density currently approved for the Property (prior to the approval of the Replat) is the same as is set forth in Table 1 of Section 4.1 above.

5.2. Certain density transfers for and among the Property were recommended for approval by the DRB and approved by the Town Council as reflected in the Town Council Approval Resolution as the same is set forth in Table 2 of Section 4.2 above.

5.3. Upon approval of and recordation of this Agreement and the Replat, the Zoning, Zoning Designations and appurtenant Density for the same shall be as set forth in Table 2 of Section 4.2 above.

5.4. The Town authorized Owner to include the Contributed Town Property in the Application, including the Density Transfer, prior to the consummation of the exchanges contemplated by the Land Exchange Agreement, contingent upon compliance with the applicable terms and conditions of the Land Exchange Agreement.

5.5. The Town authorized the Property to be zoned "Village Center" subject to the applicable provisions of the LUO. The Official Zoning Map for the Town of Mountain Village has therefore been amended to show the Property with the Village Center zoning designation.

5.6. The Town authorized OS-3BR-2 to be zoned as Active Open Space subject to the applicable provisions of the LUO. The Official Zoning Map for the Town of Mountain Village has therefore been amended to show OS-3BR-2 with the Active Open Space zoning designation.

6. **Approval of LUO and Design Regulation Waivers and Variations.**

6.1. At the request of the Owner, in the course of the consideration of the Final PUD, the DRB and Town Council have approved certain waivers and variations to the LUO and the Design Regulations for the Project, as appropriately granted by the Town through the authority arising generally from Section 4-6(2) of the LUO, as the same are reflected in the Town Council Approval Resolution, including, the following:

6.1.1. Variation/waiver to LUO Section 2-416 to allow Lot 109 and 110, Building Footprint Lots, to expand by more than 25%.

6.1.2. Variation/waiver to LUO Section 4-308-9 to allow an increase in



maximum to 88' - 9" and maximum average height of 65' - 2.9".

6.1.3. Variation/waiver to LUO Section 4-308-2 to allow for permitted uses (parking, pedestrian paths, etc. as shown in plans) in Active Open Space as shown on the Final PUD Plans to be approved pursuant to the PUD process and not the special use permit process.

6.1.4. Variation/waiver to LUO Section 4-308-2(f) to allow for conference and meeting space on the plaza level.

6.1.5. Variation/waiver to LUO Section 2-466 to allow for the proposed lock-off unit configuration as shown in the Final PUD Plans.

6.1.6. Variation/waiver to LUO Section 4-609-5 to extend the PUD vesting period from three (3) to five (5) years.

6.1.7. Variation/waiver to LUO Section 9-13 through 9-16 to allow for the "festoon" lights over the plaza area.

6.2. At the request of the Owner, in the course of the consideration of the PUD, the DRB and Town Council granted certain specific approvals and authorizations concerning the Project as required by the LUO and the Design Regulations for the Project, as the same are reflected in the Town Council Approval Resolution, including, the following:

6.2.1. Specific approval from the Town Council to allow residential occupancy on the plaza level for an Employee Housing Apartment (LUO Section 4-308-4).

6.2.2. Specific approval from the DRB to allow tandem parking to be included as required parking (Design Regulations Section 7-306-2).

6.2.3. Specific approval from the DRB to allow for modification of the tile roofing material, not design (Design Regulations Section 8-211-5).

6.2.4. Specific approval from the DRB to allow for 2:12 roof pitch (Design Regulations Section 8-202)

## 7. **Public Benefits/Community Purposes.**

7.1. **Findings Relating to Community Purposes.** The DRB and Town Council have determined that the Project achieves one or more Community Purposes in accordance with LUO Section 4-616 by providing certain public benefits as found and determined by the DRB and Town Council and stated in the Town Council Approval Resolution. The DRB and Town Council have determined that the Project complies with the Review Standards set forth in LUO Section 4-617 as found and determined by the DRB and Town Council and stated in the Town Council Approval Resolution.

7.2. **Provision of Certain Public Benefits.** Owner agrees to provide and/or undertake each of the following public benefits, proffered by Owner and accepted by the Town, which establish that the Project would meet the Community Purpose requirements for the PUD as required by the LUO: Any elimination, cessation, or change to any of these enumerated public benefits shall require a major amendment to the Final PUD Plans in accordance with the LUO.



7.2.1. **Hot Beds.** In order to achieve the community purpose relating to the creation of "hot beds" in the Project, Owner agrees as follows:

A. **Provision of Dedicated Hotel Rooms.** Owner shall provide the forty Hotel Rooms, consisting of certain Efficiency Lodge Units denoted on the Final PUD Plans, which will be owned, operated and dedicated for use only as hotel rooms as part of the operation of the hotel and not as condo-hotel units owned by third parties. The Hotel Rooms are part of the Hotel Facilities Unit and may be condominiumized to enable common ownership with other components of the Hotel Facilities Unit, provided that all of the Hotel Facilities Unit will be under one common ownership, which may change from time to time. The Hotel Facilities Unit shall be made available for exclusive use by hotel guests for only short-term occupancy (30 days or less) and may not be occupied by the individual owner of the Hotel Room. These requirements will be reflected in the Project Condominium Documents in the form of an enforceable covenant that must be established and recorded prior to or simultaneously with the issuance of the initial certificate of occupancy for the Project. The form and content of the covenant shall be subject to the Town's approval. The covenant shall be designated as a Town Enforceable Restriction in the Project Condominium Documents. The location of the Hotel Rooms must be in general conformance with the Final PUD Plans, with minor changes in locations allowed by an administrative approval during the building permit process.

B. **Retention of a Hotel Operator.** The Project shall be either: (i) operated and managed by, and/or (ii) 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 Project. The Hotel Operator shall be capable of operating the Project in a manner consistent with the Project Operational Standards. The Hotel Operator should 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. 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. Prior to, and as a condition of the issuance of a building permit, the Owner will notify the Town of the proposed Hotel Operator which notice shall contain written confirmation from the Hotel Operator. The Town Council shall promptly (within 30 days) send Owner written notice advising that the Hotel Operator is not acceptable and the grounds for such determination based on the standards and guidelines for the Hotel Operator as set forth in this section. Thereafter, the Owner may meet with the Town Council to discuss and attempt to resolve the Town's rejection of any proposed Hotel Operator. In the event that the Owner or Project Association elects to terminate the approved Hotel Operator at any time, the Owner or Project Association shall provide the Town with: (a) 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 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 30 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 Owner and Town shall adhere to the standards and guidelines of this Section. In the event of a dispute between the Owner and 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.

C. **Hotel Operator and Hotel Amenities, Facilities and Services Covenant.** Owner shall provide certain full service amenities, facilities and services within the Project, consistent with the Final PUD Plans and the Project Operational Standards which are intended to help promote "hot beds" for the Residential Condominium Units. These requirements will be reflected in the Hotel Covenant, which shall be recorded in the Official Records simultaneously with this Agreement.

D. **Rental Management Program.** The Hotel Operator will manage and operate the Rental Management Program consistent with the Project Operational Standards. All of the Hotel Rooms must be included in the Rental Management Program and may not be used or occupied or blocked off for use and occupancy by the owner of the Hotel Facilities Unit. The Project Condominium Documents and the management contract with the Hotel Operator must allow each of the Residential Condominium Units to be included in the Rental Management Program, provided, however, that nothing herein is intended to require or obligate an owner to place their Residential Condominium Units (other than the Hotel Rooms) in the Rental Management Program or to use the Hotel Operator to rent their Residential Condominium Unit if they elect to rent the unit. Subject to reasonable and actual demand requirements as determined by Owner in consultation with the Hotel Operator, the placement of the Residential Condominium Units, other than the Unrestricted Residential Condominium Units, will be placed in the Rental Management Program until such time as the Residential Condominium Unit is sold to a third party purchaser. The Owner and Hotel Operator shall provide the Rental Management Program documents and any modifications or amendments to the Town for review of compliance with the terms of this Agreement. In the event the Town determines there is non-compliance the Town shall provide written notice of such non-compliance and specify the modifications that must be made in order to achieve compliance, which notice shall be provided within 30 days of receipt of such documents and if no notice is timely received, the Rental Management Program documents shall be deemed acceptable.

E. **Standard Furnishing Package for All Lodge and Efficiency Lodge Units.** The Owner, in consultation with the Hotel Operator, will establish uniform Furniture Packages that will be provided for each of the Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit). The Furniture Packages will be developed to insure a quality of decor, furniture, furnishings and appliances suitable to meet the Project 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 Residential Condominium Unit (collectively, the "FF&E"). The design and content of the Furniture Packages will be offered in different variations and themes intended to achieve the Project Operational Standards. As part of the purchase contract for a Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit), a Unit Owner will be required to select one of the variations of the Furniture Package to be included in their unit. The purchase price for each Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit) sold by Owner will reflect the cost for the provision of the items included in the Furniture Package for the Residential Condominium Unit, which each Unit Owner will be required to pay at closing on the Residential



Condominium Unit. The Unit Owner purchasing a Residential Condominium Unit (exclusive of the Unrestricted Condominium Unit) will not be allowed to opt out of paying for Furniture Package assigned to their Residential Condominium Unit. It is expected that the Unit Rental Agreement for each Residential Condominium Unit included in the Rental Management Program shall also provide for, among other things, that the Unit Owner must: (a) obtain and maintain a certain Furniture Package designated for their Residential Condominium Unit by the Hotel Operator, (b) not add or remove elements of the Furniture Package without the prior written approval of the Hotel Operator (which may be granted or withheld in the sole and exclusive discretion of the Hotel Operator), and (c) authorize the escrowing of funds by the Hotel Operator for the repair and replacement of elements of the Furniture Package when deemed necessary as determined by the Hotel Operator. In the event a Unit Owner fails to adhere to the terms and conditions of the Unit Rental Agreement, including those provisions relating to the provision of the required Furniture Package, the Hotel Operator may exclude the noncompliant Residential Condominium Unit from participation in the Rental Management Program. There are no requirements for the provision of a Furniture Package in Unrestricted Condominium Units, provided, however, that the purchaser of an Unrestricted Condominium Unit shall be offered the opportunity to purchase a Furniture Package. The cost of the Furniture Package will not be included in the purchase price of the Unrestricted Condominium Unit.

7.2.2. **Cash Payment.** Owner agrees to make a one time payment to the Town in the total amount of \$996,288.00 ("**Mitigation Payment**"), which shall be payable simultaneously with the issuance of the initial building permit, excluding a standalone excavation permit for the Project. The Town shall use the Mitigation Payment for public purposes as determined by the Town and consistent with the Town Council Approval Resolution. The Mitigation Payment is being paid by Owner to, among other things; offset a portion of the housing, parking and transit needs of employees working at the Project. The Town may elect to use a portion of these mitigation funds to relocate the trash facility up to \$250,000.

7.2.3. **Employee Mitigation.** On the second anniversary of the initial Certificate of Occupancy for the Project, Owner shall provide a certified statement indicating the actual number of full time equivalent employees for the operation of the Project. The certified statement shall confirm to the Town the number of full time equivalents employees based upon time cards, income tax reporting and such other and similar employment records, which shall be reviewed, evaluated, discussed and otherwise held in a confidential manner by the Town. In addition to the Cash Payment, Owner shall elect in its sole discretion to either: (a) pay the Town a one time payment in the total amount equal to the sum of \$4018.52 ("**One Time Payment**") per full time equivalent employee averaged over the two year period from the initial Certificate of Occupancy for the Project which is in excess of the 90 full time equivalent employees estimated by the Owner; or (b) build employee housing for its usage to further offset employee housing needs generated by the Project for each full time equivalent employee averaged over the two year period from the initial Certificate of Occupancy for the Project which is in excess of the 90 full time equivalent employees estimated by the Owner. The One Time Payment shall be due on the date that is the thirty month anniversary of the initial Certificate of Occupancy for the Project. Thereafter, Owner is not responsible for paying any further or additional One Time Payment or Mitigation Payment to offset a portion of the housing, parking and transit needs of employees working at the Project. In the event that the certified statement indicates that the Project is employing less than the anticipated 90 full time equivalents employees, the Town shall not be required to refund any portion of the One Time Payment or Mitigation Payment to Owner.

7.2.4. **Employee Housing Unit.** The Employee Housing Restriction on one Unit in the Project is considered a public benefit and shall not include language terminating the



Employee Housing Restriction in the event of a foreclosure on such unit. The unit may be rented by and to an employee of the Project who is a qualified employee under the Town's Employee Housing Restriction.

7.2.5. **Public Restrooms.** Owner shall construct and make available to the general public, for at least 16 hours per day, 365 days per year, restrooms in the Project reflected in the Final PUD Plans that are accessible from the plaza, without cost to the Town. During peak seasons, the restroom will be open not later than 7 AM. Owner will install directional signage for the bathroom, which signage will include content and be placed at a highly visible location to the plaza areas acceptable to the Town. Ongoing operation and maintenance of the public restroom will be undertaken by the Project Association, at the cost and expense of the Project Association. Owner shall cause easements to be established in the Project Condominium Documents enabling access to the public restrooms through the Project to the extent necessary. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents.

7.2.6. **Plaza Improvements.** Owner shall construct certain "Plaza Improvements" reflected in the Town Council Approval Resolution, without cost and expense to the Town. The Plaza Improvements as shown on the Final PUD Plans are generally located in the area depicted on attached "**Exhibit C**". As detailed on the Final PUD Plans, the Plaza Improvements shall also include a snow melt system and drainage system to be installed, operated and maintained by the Project Association. The design of the snow melt and drainage systems which will be reviewed and approved by the Town prior to the issuance of any building permits. The cost of repairing and maintaining the Plaza Improvements shall be funded by the Project Association, which obligation will be established in the Project Condominium Documents. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents. Failure to operate the snow melt system and maintain the plazas that Owner is required to maintain pursuant to this Agreement shall entitle the Town to enter into the Project for the purpose of operating the snow melt system and to maintain the Plaza Improvements. All costs associated with the Town's operation of the snow melt system and maintenance of the Plaza Improvements required to be maintained by Owner shall be reimbursed by the Project Association within 30 days of a receipt of an invoice for such costs. Failure to reimburse the Town for such costs shall entitle the Town to place a mechanics lien on the Property for collection of such costs. The Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney's fees that may arise out of or result directly or indirectly from the Owner's actions or omissions in connection with the ongoing maintenance and snowmelt operations required of Owner as set forth herein, including but not limited to Owner's improper maintenance and operation of the Plaza Improvements and snowmelt system. Any new drainage through the Westermere parking garage shall require the Owner to provide a letter of permission from Westermere HOA for the drainage system along with requisite public easements for this drainage system. If Owner is unable to secure any required authorizations and consents for such work by Westermere on commercially reasonable terms and conditions, Owner and Town shall meet and discuss alternatives and if no reasonable and comparable alternatives can be identified, then the Owner shall be released from this requirement and any related requirements. For purposes of clarification, the Plaza Improvements will be owned by the Town.

7.2.7. **Town Parking Spaces.**



A. The development of the Project will result in the loss of 32 existing surface parking spaces currently located on the Contributed Town Property, inclusive of the three (3) parking spaces that will be disrupted to the north of the current Town operated trash facility. Owner is required to construct and convey 32 covered, garage parking spaces to the Town ("**Replacement Parking Spaces**").

B. Owner, as an additional public benefit, has agreed to convey an additional 16 covered, garage parking spaces (beyond the Replacement Parking Spaces) to the Town ("**Additional Parking Spaces**").

7.2.8. **Westermere Façade Improvements.** The Owner shall improve the Westermere Breezeway and the associated path through such breezeway in substantial accordance with the Final PUD Plans, provided that the Westermere HOA has provided its written authorization and consent to such work on commercially reasonable terms and conditions and within thirty days from when Owner has submitted its request for such authorization. The Owner shall submit the authorization and consent to the Town at the time of applying for the building permit. If the Westermere HOA fails to provide the authorization and consent in form, content or timeframe contemplated by this Agreement, the Owner shall be fully released from its obligation to improve the façade and the associated walkway as shown on the Final PUD Plans.

7.3. **Review of Plans for the Public Benefits.** Owner shall submit a report to the Community Development Department and, if determined it is necessary be referred to the Town Council demonstrating how its construction plans for the Project have been prepared to insure that the required public benefits have been designed to achieve applicable construction standards and requirements and will function and operate in a manner that is consistent with the customary goals and objectives for which the public benefit was accepted by the Town. The report and plans will be reviewed by the Community Development Department to determine compliance with this requirement. In the event that the Community Development Department determines that the report fails to adequately demonstrate compliance, the matter shall be referred to the Town Council for further review and appropriate action. If the matter is not resolved to the mutual agreement of the Town Council and Owner, the dispute will be referred to mediation for resolution by a mutually acceptable mediator. Any such mediation shall be scheduled to occur as expeditiously as possible.

8. **Provisions to be Addressed in the Project Condominium Documents.** Owner shall comply with the following requirements, which will be addressed in the Project Condominium Documents. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents.

8.1. **Town Parking Space.**

8.1.1. Owner shall construct the 48 Town Parking Spaces and convey them to the Town at the location indicated in the Final PUD Plans, with the public parking area located at the top level of the parking structure above the Project's parking. The Town Parking Spaces, including all operational equipment as well as all structural elements, maneuvering aisles, pedestrian areas, stairwells, elevators, ceiling, walls, floors, mechanical, HVAC, exhaust, electrical, plumbing, life/health welfare systems and facilities directly serving the Town Parking Spaces ("**Town's Parking Spaces Support Facilities**"), shall be designed as one or more Condominium Units in the Project Condominium Documents. Title to the Town Parking Spaces shall be deeded to the Town at no cost to the Town. The



Town may own, use, sell or lease some or all of the Town Parking Spaces, which ownership and usage shall be subject to the terms and conditions of the Town Approvals, this Agreement and the Project Condominium Documents.

8.1.2. Owner shall be responsible for all capital construction costs associated with the design and construction of the Town Parking Spaces, including, without limitation, the installation of the Town-approved gate(s), parking ticket access machine, server, software and required electronic equipment, all compatible with the Town's existing parking system for the heritage parking garage and communications for the electronic ticket machine, parking area stripping, interior parking area signage and exterior parking area signage (including directional signage on the Project building and at Mountain Village Boulevard), lighting, required handicap parking spaces and required aisles and electrical service to each parking space suitable to power an electric car.

8.1.3. The Town shall review and approve the final designs of the Town Parking Spaces and all construction, design and signage related to such spaces prior to issuing a building permit which approval will not be unreasonably delayed, withheld or conditioned.

8.1.4. The Owner may approach the Town to enter into a legal agreement to operate and manage the public parking garage on behalf of the Town on mutually agreeable terms and conditions, including allocations of costs and revenues.

8.1.5. The Project Condominium Documents shall clearly establish that the Town, as the owner of the Town's Parking Spaces and owner or beneficiary of the Town's Parking Spaces Support Facilities, shall only be responsible for those certain costs and expenses directly associated with the ownership, management and operation of the Town's Parking Spaces and the Town's Parking Spaces Support Facilities, which shall include by way of example, property taxes, insurance, utilities, maintenance and repair of such areas ("**Allocated Town's Parking Spaces Costs**"). The Project Condominium Documents shall establish a mechanism satisfactory to the Town establishing that the Allocated Town's Parking Spaces Costs shall be allocated to the Town as the owner of the Town's Parking Spaces either as limited common expenses as part of a master association that covers the Town's Parking Spaces or, if elected by the Town, as part of a separate sub-association.

8.1.6. In all events, the Project Condominium Documents shall provide that a draft budget showing the Allocated Town's Parking Spaces Costs shall be sent to the Town to review and approve, which shall not be unreasonably withheld, conditioned or delayed, with the Town having 45 days to comment. It is the intent of the parties that the actual costs incurred in connection with the Allocated Town's Parking Spaces Costs will be allocated to the Town, which will be billed to the Town on a quarterly basis. The Parking Budget shall not include for any costs that would not be included in a standalone parking garage, including but not limited to costs for sophisticated roof forms, plaza paver installation, complex heating systems or any exterior improvements not related to the Town's Parking Spaces. Further, such expenses shall not include any overhead, management fees, accounting fees or similar expenses passed through by the Project Association, Owner or Hotel Operator. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents. In addition, the Town Staff, Owner and Project Association shall enter into an agreement providing for the management of the Town Parking Spaces and the private parking units included in the Project prior to issuance of a Certificate of Occupancy, a mutually agreeable parking management plan will be developed between the Town staff and the Owner that may change from time-to-time.



8.2. **Conference Rooms.** The Owner shall construct two conference rooms in the Project in general accordance with the Final PUD Plans, which shall be available for use by owners and guests in the Project and non-owner guests. The two conference rooms will be designed, constructed and operated in a manner that will enable them to be broken up into four smaller rooms by sound-proof, industry standard dividers. The conference rooms shall be offered for market rent to the public at comparable rates to room rates at the Telluride Conference Center. Public access to and from the conference rooms shall be provided for in the Project Condominium Documents. The owner of the conference rooms will be responsible to maintain and repair the conferences rooms and keep them in good repair and order as provided for in the Project Condominium Documents. The owner of the conference rooms shall arrange for an entity to book and manage the conference rooms in accordance with the Town Approvals and industry standards. The conference rooms shall be available for rental in concert with other conferences or special events occurring in the Town when not booked for other functions, provided that the Owner, Project Association and Management Company may establish commercially reasonable rules, regulations and other restrictions that will govern the use of the conference rooms in a uniform manner.

8.3. **Lock-Off Units.** Each Lock-Off Unit shall meet the following requirements:

8.3.1. Lock-Off Unit doors that lock-off one unit or room from another unit or room shall be maintained as a separate, lockable door, and shall not be removed for any reason.

8.3.2. Each Lock-Off Unit entry shall maintain a separately keyed entry from the other attached Lock-Off Units and its own unit number.

8.3.3. Each Lock-Off Unit shall be shown as a separate condominium unit on the project's condominium map, with an owner allowed up to own up to a maximum of three units in a Lock-Off Unit configuration.

8.3.4. Each lock-off unit shall maintain a separate, unique unit designation in the common hallway.

8.3.5. Each lock off unit shall contain a bed or sleeper sofa for lodging accommodations.

8.4. **Valet Parking.** When the tandem parking spaces shown on the Final PUD Plan are utilized, the Owner or condominium association will provide 24 hour per day valet parking services for the Tandem Parking Spaces through the provision of attendants who take, park and later return vehicles to owners and guests. Such valet services shall provided for in the Project Condominium Documents and designated as a Town Enforceable Restriction. The Town Parking Spaces shall not include any Tandem Parking Spaces.

8.5. **Snow Removal.** The Project Association shall be responsible for removing and/or relocating snow from the south side of upper Mountain Village Boulevard.

8.6. **Grant of Easements by Town to Owner.** The Town agrees to grant and convey necessary easements to the Owner ("Lot 109R Project Easements") to enable Owner to develop, construct, operate, use, repair and maintain the Project in accordance with the Town Approvals. The easements shall, at a minimum, provide for the following:

Lot 109R Project	Authorized Uses	Timing for Grant
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Easements		
Plaza Usage	*snowmelt system *Plaza lighting *Landscaping *Hardscaping *Signage *Pedestrian Access *Access to repair and maintain Project, including vehicles and equipment *Drainage systems *Vehicular and pedestrian access to undertake authorized uses *Slope stabilization	Replat
Permanent Underground Structures	* Below grade structural elements (inclusive of, without limitation, footers, walls, foundations, columns, supports and other like components) * Below grade structures (inclusive of, without limitation, commercial space, residential space, storage space, parking garages, parking spaces, snowmelt systems, HVAC systems, mechanical systems, phone systems, boilers, exhaust systems, lights, elevators, stairs, ramps, drains, pipes, utilities and other like components) *Pedestrian Access *Vehicular and pedestrian access to undertake authorized uses	Replat
Vehicular Access	*Vehicular Access	Replat
Mt Village Blvd	*Snow storage *Landscaping *Vehicular and pedestrian access to undertake authorized uses	Replat
Utilities	*Utilities *Vehicular and pedestrian access to undertake authorized uses	Replat
Shoring, Grading, Excavation	*Temporary Shoring, Grading and Excavation *Vehicular and pedestrian access to undertake authorized uses	Building Permit

The use of these easements shall be in a reasonable location designated by Owner and Town and shall be granted and conveyed and used consistent with the Town Approvals, which usage may be made subject to any further reasonable rules and regulations of Owner and Town.

8.7. **Grant of Easements by Owner to Town.** Owner agrees to grant and convey to the Town certain necessary and suitable easements, licenses or leases for the benefit of the Town and general public as listed below ("**Owner Granted Public Easements**"). The Owner Granted Public Easements shall be in a form and content acceptable to the Town and Owner. Some of the Owner Granted Public Easements will be established in the Project Condominium Documents. The use of the Owner Granted Public Easements shall be in a reasonable location designated by Owner and Town and shall be subject to reasonable rules and regulations of Owner and Town. The Owner Granted Public Easements shall, at a minimum, provide for the following:

Owner Granted Public Easements	Authorized Uses	Timing for Grant
Interim Utility License	*operate, repair and maintain existing utilities located on the Property	Replat



Modification of Surface Parking Lease Agreement	*lease to enable continued use of Town Parking Lot on Property	Replat
Permanent Utilities	*operate, repair and maintain existing utilities located on the Property	Recordation of Project Condominium Documents
Conference Room Access	*public access and use of Conference Room	Recordation of Project Condominium Documents
Public Rest Room Access	*public access and use of Public Rest Room	Recordation of Project Condominium Documents
Town Parking Spaces Access	*public access and use of Town Parking Spaces	Recordation of Project Condominium Documents
Pedestrian Access through breezeways	*public access and use of pedestrian breezeways	Recordation of Project Condominium Documents

## 9. Further Requirements by Owner

9.1. **Owner to Comply With Conditions of Approval.** Owner agrees to comply with the terms, conditions, requirements and obligations placed upon Owner in the Town Approvals, including, without limitation, the payment of funds, dedication of lands, creation of easements, construction of improvements and the like as the same are set forth herein and in the Town Council Approval Resolution. The corresponding terms, conditions, requirements and obligations established in the Town Approvals are hereby incorporated into this Agreement by this reference. All representations of the Owner concerning the Project, whether within the submittal or at the DRB hearing and/or the Town Council hearing for the Project, are deemed to be specific obligations of the Owner under this Agreement.

9.2. **Other Requirements and Undertakings.** In addition to the foregoing, the Owner shall also comply with the following additional requirements:

9.2.1. **Provision of Improvement Location Certificate.** Prior to pouring concrete into the building's footers, the Owner shall cause a Colorado Professional Land Surveyor ("**Surveyor**") to prepare and submit an Improvement Location Certificate ("**ILC**") for the location of all footers to ensure that such are located within the platted boundaries of the Property as established by the Replat, except for those structures, facilities and other components that have been authorized by the Final PUD Plans to be placed outside of the Property in easements. Prior to the issuance of a Certificate of Occupancy, Owner will cause a Surveyor to prepare and submit to the Town an ILC demonstrating that all structures, facilities and other components of the buildings associated with the Project have been constructed such that they are located within the platted boundaries of the Property as established by the Replat, except for those structures, facilities and other components that have been authorized to be placed outside of the Property within the boundaries of easements granted to the Owner in connection with the Project. The ILC shall be certified to the Town by the surveyor. Any encroachment outside the Property not authorized by the Final PUD Plans shall require the Owner to submit for an amendment to the Replat or for Town Council authorization of an encroachment agreement, with Town Staff determining the appropriate process to remedy any unauthorized encroachment.

9.2.2. **Drainage System and Maintenance.** The Project Condominium shall be responsible for the maintenance and repair of all drainage improvements on the Property and on Tract OS-3-BR-2 leading up to the Town's existing drainage system as indicated on the Final PUD Plan. Such requirement shall be reflected in the Project Condominium Documents. The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be



designated as a Town Enforceable Restriction in the Project Condominium Documents.

9.2.3. **Drainage Plan Details.** Prior to issuing any building permits, Owner shall submit a drainage plan to address permanent dewatering, the provision of sand and oil traps, drainage of the patios, drainage of the garage vents, drainage of the gutter system and other necessary drainage, with such plan submitted for Staff review and approval concurrent with the required building permit review.

9.2.4. **SMPA Review and Approval of Utility Plans.** Prior to the issuance of any building permits, the SMPA shall review and approve the final utility plan.

9.2.5. **Composite Utility Plans.** Prior to the issuance of any building permits, Owner shall submit a composite utility plan for Town review and approval that shows: (1) the proposed utility meter and utility pedestal locations with appropriate screening, (2) plans that conform to the Town's Cable Television Regulations; and (3) Qwest and Source gas approved utility and meter locations.

9.2.6. **Venting Plans.** Prior to the issuance of any building permits, Owner shall submit detailed venting plans for Staff-DRB Chair review and approval as construction documents are developed for review and approval by Staff and the DRB Chair.

9.2.7. **Snow Removal Devices and Snow Retention Systems.** Prior to the issuance of any building permits, Owner shall submit engineered plans for the snow retention devices, and include one anchor at the roof hatch and other anchors on the roof as required for a safe snow removal system. Building permit plans shall show the snow removal mechanical and safety device requirements consistent with Design Regulation Section 8-210-4.

9.2.8. **Stucco Details.** Prior to the issuance of any building permits, Owner shall submit Stucco details concurrent with the building permit application consistent with the stucco design details outlined in the exterior materials of Section the Design Regulations.

9.2.9. **Plan Notation.** Prior to the issuance of any building permits, Owner shall submit building permit plans that include a note that states all concrete, exterior walls shall have a stone, stucco or wood finish as deemed appropriate by the Town since it is not possible to see every exterior surface on the submitted elevations.

9.2.10. **Window Design.** Prior to the issuance of any building permits, Owner shall submit Details on window design consistent with the Design Regulations.

9.2.11. **Revised Geotechnical Reports and Design.** Prior to the issuance of any building permits, Owner shall submit revised geotechnical reports prepared by a Colorado Registered Professional Engineer that are based on the proposed building permit building design. Owner shall incorporate revised geotechnical report recommendations into the building's design prior to submitting for a building permit for the project.

9.2.12. **Miscellaneous Civil Engineering Concerns.** Prior to issuing a building permit, the Owner will submit plans that address the comments in the letter from the Town's consultant, Professional Land Consultants, dated Thursday, September 23, 2010 attached hereto as **Exhibit "D"**.

9.2.13. **Construction Mitigation Plan.** Prior to the issuance of any building

permits, Owner shall submit a revised detailed construction mitigation plan for Staff review and approval. Key considerations of the construction mitigation plan shall include, but are not limited to: (1) allowing through access to See Forever on the current access path to the extent possible; (2) the location of the crane(s) and avoiding movements of construction materials or equipment over neighboring properties; (3) construction parking; (4) truck ingress and egress from the job site; (5) ensuring minimal to no power or other utility interruptions; (6) the need to obtain a plaza access permit for the area south of Westermere; (7) protection of air and water quality; (8) maintaining traffic and pedestrian flows around the project in a safe manner and (9) an engineered plan for construction shoring and/or soil nailing that ensures adjoining properties will be protected.

9.2.14. **Grease Trap Plumbing Design.** Prior to the issuance of any building permits, Owner shall submit engineering drawings for the plumbing system that includes grease traps prior to the issuance of a building permit Per Design Regulation 11-102. The grease trap access will be located in the parking garage loading dock area.

9.2.15. **Westermere Courtesy Notice.** Prior to the issuance of any building permits, Owner shall notify the Westermere HOA or its property management company when building permit plans are submitted to the Town as a courtesy, provided that the foregoing is not intended to establish any requirement for Westermere to approve such plan as a condition to the issuance of a building permit by the Town

9.2.16. **Colors and Materials.** Prior to the issuance of any building permits, the Town will ensure that the colors and materials presented with the building permit are substantially the same as shown on the model presented as a part of the Final PUD Plan public hearings, with a mock up of all materials and colors presented to Staff and the DRB Chair prior to the issuance of a building permit. Stone will be set with a recessed grout and a tight pattern substantially in accordance with the mock up presented at the October 28, 2010 meeting.

9.2.17. **Garage Vents Along See Forever Walkway.** Prior to the issuance of any building permits, Owner shall provide more detail on the design of the garage vent louver venting to the plaza area along the See Forever walkway to ensure such is screened to the extent practical. To the extent practical, the design of the garage vents shall be based on the size and scale of the windows to the south to provide for a congruent design.

9.2.18. **Final Exterior Door Designs.** Prior to the issuance of any building permits, Owner shall provide final exterior door design details based on the Design Regulations, with such plans submitted concurrent with the building permit application.

9.2.19. **Acknowledge of the Town Trash Facility.** The Owner shall cause the Project Condominium Documents to reflect the existence of the Town trash facility in proximity to the Project to ensure that future property owners are put on notice of this facility and its potential impacts (noise, smell, aesthetics, etc). The Town shall have the right to review and approve the Project Condominium Documents for purposes contemplated in this Section, which approval will not be unreasonably delayed, withheld or conditioned. These provisions will be designated as a Town Enforceable Restriction in the Project Condominium Documents.

9.2.20. **Damage to Town Trash Facility.** The Owner shall be financially responsible for the repair of any damage to the Town Trash Facility caused by the construction of the Project.

9.2.21. **Landscape Plan.** The Owner shall salvage mature trees located on the



Property to the extent practical and the final landscape plan shall reflect this requirement. In addition, Owner shall maintain the required landscape planting as shown in the Town Approvals, including but not limited to replacing dead trees, pruning, irrigation and mowing in perpetuity.

10. **Construction of Public Improvements or Infrastructure Improvements.**

10.1. **Construction of Public Improvements.** The Owner agrees to complete, at Owner's sole cost and expense, the construction of those certain public improvements or infrastructure improvements set forth on attached **Exhibit "B"** and as shown on the Final PUD Plans ("**Public Improvements**") and as more fully detailed in the Final PUD Plans. The Owner agrees to enter into a Site Plan Improvements Agreement ("**SPIA**") that outlines the actual costs of the Public Improvements at the time a building permits application is submitted. The SPIA will include a clause that states that the cost of the Public Improvements are estimates only, and if the actual cost of the materials or labor exceeds such estimate, the Owner shall nevertheless be responsible therefore. Such agreement shall be substantially based on the terms of this Section of the Agreement and be in a form or manner acceptable to the Town.

10.2. **Owner's Construction Obligation and Standards.** The Owner shall timely construct and complete all required Public Improvements in accordance with the Final PUD Plans, the provisions of this Agreement and in compliance with all laws, regulations, standards, specifications and requirements of the United States, the State of Colorado, the Town of Mountain Village, and all their pertinent agencies.

10.3. **Completion of Public Improvements.** All of the Public Improvements shall be fully completed and result in Final Acceptance as outlined herein, prior to and shall be a condition of the issuance of the final Certificate of Occupancy for the non-public improvement portions of the Project unless a financial guarantee of 200% of the remaining costs for the uncompleted public improvements is provided to the Town as provided for in the SPIA.

10.4. **Collateral.** To secure and guarantee performance of its obligations as set forth herein, Owner, at the time of issuance of the building permit, shall provide the Town with collateral in the sum that is equal to 125% of the cost of the public improvements in the SPIA ("**Collateral**") which may be posted for the sole benefit and protection of the Town in the form of either: (i) a certified check, (ii) an irrevocable letter of credit from a lending or financial institution in good standing in the state of Colorado and in a form satisfactory to the Town Manager and Town Attorney; (iii) cash or some acceptable combination of the foregoing; and (iv) a performance bond, provided that the Town Manager and Town Attorney, have satisfied themselves that the bonding company and form of the performance bond will satisfactorily protect the interest of the Town consistent with this Agreement. If cash is provided as the Collateral, it shall be deposited by the Town in a separate interest-bearing account with any interest accruing to the benefit of Owner. The Collateral shall be posted as a condition of and shall be due upon issuance of an initial building permit for the physical improvements associated with the Project.

10.5. **Use of Collateral By Town.** If the Town Manager determines that reasonable grounds exist to believe that the Owner is failing or will fail to construct or install the Public Improvements as required by this Agreement, the Town Manager shall notify the Owner in writing that: (i) the Town intends to draw on the Collateral for the purpose of completing the Public Improvements; (ii) the specific reasons therefore; and (iii) Owner may request a hearing before the Town Council on the matter, such request to be made no less than fifteen (15) days from the date of the notice. Should a hearing not be requested within (15) fifteen days, or should the Town Council conduct a hearing and



thereafter determine that the Owner is failing or has failed to satisfactorily install the required Public Improvements, the Town may thereafter draw on the Collateral as necessary to construct the Public Improvements. In such event the Town shall be entitled to recover such costs as are reasonable to administer the construction of the Public Improvements. In no event shall the Owner take any action which shall impair the ability of the Town to draw on the Collateral during the term of this agreement, including after receipt of notice of intent to draw on Collateral by the Town.

#### 10.6. Acceptance and Release of Collateral.

10.6.1. Final acceptance of the Public Improvements or any portion or phase thereof shall only be made by the Town ("**Final Acceptance**").

10.6.2. Upon issuance of final Certificate of Occupancy for the Public Improvements, a Town representative shall, within 15 days, inspect all such Public Improvements for Final Acceptance. If based on such inspection the Public Improvements are not acceptable to the Town, the reasons for non-acceptance shall be prompted, reduced to writing and a notice shall be sent to Owner stating the defects and the required corrective measures necessary to come into compliance with the Final PUD Plans, and the SPIA specifications (the "**Punch List**") at which time the Owner shall have 30 days to complete the corrective measures necessary for Final Acceptance as set forth in the Punch List. The Town shall not be required to make inspections during any period when climatic conditions make thorough inspections impractical.

10.6.3. Upon final inspection by the Town correction of any Punch List items which results in Final Acceptance by the Town, the Town shall promptly release all Collateral and shall assume normal maintenance responsibilities, excepting warranty work and maintenance as required under the terms of this Agreement, for the Public Improvements.

10.6.4. The SPIA may allow for partial releases of Collateral equivalent to the costs assigned to a completed Public Improvement, provided that the Town is satisfied that the remaining balance of the Collateral is adequate to fund any remaining Public Improvements.

10.7. Pursuant to LUO Section 4-618-5, Owner shall warrant to the Town the quality, workmanship and function of all the Public Improvements for a period of two (2) years after Final Acceptance by the Town, or until July 1 of the year during which the winter terminates after Final Acceptance by the Town, whichever is greater.

10.8. Owner agrees at its sole cost and expense to repair or restore any existing improvements or facilities damaged during construction of the Project to its pre-existing conditions.

10.9. Prior to the issuance of a building permit for the occupiable space in the Project, Owner and the Town shall enter into an agreement allocating the obligations to undertake ongoing repair and maintenance of the Public Improvements. Any obligations of the Town to repair or maintain Public Improvement shall be subject to the Town budget process and annual appropriations by the Town for such maintenance and repair.

#### 11. Vested Rights.

11.1.1 **Intent.** Development of the Property in accordance with the terms and conditions of this Development Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness



in the land use planning process, secure the reasonable investment-backed expectations of the Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute, C.R.S. §24-68-101, et. seq., the LUO and the Design Regulations. In exchange for these benefits and the other benefits to the Town contemplated by the Development Agreement, together with the public benefits served by the orderly and well planned development of the Property, the Owner desires to receive the assurance that development of the Property may proceed pursuant to the terms and conditions of the Development Agreement.

11.1.2 **Site Specific Development Plan.** The Replat, Final PUD Plans and this Agreement constitute a "Site Specific Development Plan", pursuant to LUO Section 6-201.

11.1.3 **Vested Real Property Right.** Accordingly, this final approval has created for Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq.

11.1.4 **Duration.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested for five (5) years after December 8, 2010 (the date of the Town Council Approval Resolution approving the Project).

11.1.5 **Publication.** A notation of such vested real property right has been made on the Final PUD Plans and a notice has been published in a newspaper of general circulation within the Town on December 31, 2010.

11.1.6 **Reliance.** The Owner has relied upon the creation of such vested real property right in entering into this Agreement.

11.1.7 **Future Legislation.** During the five (5) year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Owner or their successors or assigns which would alter, impair or diminish the development or uses of the Property as set forth in this Agreement, except:

- i. With the consent of the Owner; or
- ii. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the Property, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or
- iii. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances.

## 12. **Miscellaneous.**

12.1. **Recording.** This Agreement will be recorded in the Official Records.

12.2. **Default, Notice and Cure.** In all instances under this Agreement, at such time

as a Party (“**Claiming Party**”) claims that any other Party (“**Responding Party**”) has violated or breached any of the terms, conditions or provisions of this Agreement (“**Default**”), the Claiming Party shall promptly prepare and deliver to the Responding Party a written notice (“**Notice of Default**”) claiming or asserting that the Claiming Party is in default under a term or provision of this Agreement, which notice shall clearly state and describe: (a) each section(s) of the Agreement which the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the specific steps (“**Cure Events**”) that must be undertaken to come into compliance with the Governing Documents, and (d) the reasonable timeframe, not less than ten days for a monetary default and not less than thirty days for a non-monetary default (unless emergency circumstances require a shorter response time), within which time the alleged violation should be cured (“**Cure Completion Date**”).

12.3. **Remedies For Breach Or Default.** In the event Owner should fail to perform or adhere to its obligations as set forth herein, or fail to meet specified performance timelines, the Town shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive and which may be exercised after the provision of written notice stating that Owner is in breach, the specific steps required to cure the breach and a reasonable timeframe within which to cure the breach:

12.3.1. Specific performance;

12.3.2. Injunctive relief, both mandatory and or prohibitory;

12.3.3. Withdrawal or cancellation of PUD approval;

12.3.4. Injunction prohibiting the transfer or sale of any lot or unit created under the PUD approval;

12.3.5. Denial, withholding, or cancellation of any building permit, certificate of occupancy or any other authorization authorizing or implementing the development of the Property and/or any structure or improvement to be constructed on the Property; or

12.3.6. The Town shall have enforcement powers for violations of this Agreement as if they are violations of the LUO including the power to assess fines and penalties as set forth in the LUO.

12.4. **Governing Law. Costs and Expenses.** This Agreement shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in San Miguel County, Colorado. In addition to the remedies of the Town pursuant to Section 12.4, a Party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the Parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys’ fees and expert witness fees, costs and expenses.

12.5. **Indemnity.** Except as otherwise set forth herein, the Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney’s fees that may arise out of or result directly or indirectly from the Owner’s actions or omissions in connection with this Agreement, including but not limited to Owner’s improper design or construction of the Public Improvements required thereunder, or Owner’s failure to construct or



complete the same. After inspection and acceptance by the Town of the Public Improvements, and after expiration of any applicable warranty period, this agreement of indemnity shall expire and be of no future force or effect.

12.6. **Binding Effect.** This Agreement shall extend to, inure to the benefit of, and be binding upon the Town and its successors and assigns and upon the Owner, its successors (including subsequent owners of the Property, or any part thereof), legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Owner (subsequent transferee owners' consent to modification(s) or release(s) shall not be required unless the modification(s) directly limit or restrict the zoning or development rights awarded to a subsequent transferee owner's specific lot); or (b) expiration of the term hereof. This Agreement may be amended or supplemented by the Town and Owner without any requirement for Owner to obtain the approval of any Unit Owners or the Association, except that notice of any amendment shall be duly noticed in accordance with the LUO and each Unit Owner and the Association shall be entitled to attend any hearing and comment on any proposed amendment to this Agreement.

12.7. **Parties Representations.** In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and that this commitment is being relied upon by each other Party; (b) that parties will promptly provide a response to a notice when required, the response will be provided within the timeframe established and if no timeframe is stated, it shall be deemed to be 30 days and the failure to timely provide a response shall be deemed to be an approval; (c) that the Party is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (d) that the Party has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the Party and the person signing below is duly authorized and empowered to execute this Agreement.

12.8. **Severability and Further Assurances.** If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

12.9. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

12.10. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.



12.11. **Counterparts and Facsimile Copies.** This Agreement 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. Facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.

12.12. **Notice.** All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each party notifying the party of the change.

<p><b><u>Town:</u></b> Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435</p>	<p><b><u>Owner:</u></b> MV Colorado Development Partners, LLC Attn: Robert Harper 1601 Elm Street, Suite 4000 Dallas, Texas 75201 Fax: (214)720-1662</p>
<p><b><u>With a Copy to:</u></b> J. David Reed, Esquire PO Box 196 Montrose, CO 81402</p>	<p><b><u>With copy to:</u></b> MV Colorado Development Partners, LLC Attn: Alan Tompkins, Esq. 1601 Elm Street, Suite 4000 Dallas, Texas 75201 Fax: (214)720-1662</p>
	<p><b><u>And a Copy to:</u></b> Thomas G. Kennedy, Esquire P.O. Box 3081 Telluride, CO 81435 Fax: (970)728-9439</p>

12.13. **Exhibits And Attachments.** All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.

12.14. **Rights of Lenders.** The Town is aware that financing for acquisition, development and/or construction of the Project ("**Owner Loan**") may be provided in whole or in part, from time to time, by one or more lenders. In the event of an event of default by the Owner under this Agreement, the Town shall provide notice of such event of default, at the same time notice is provided to Owner, to any lender previously identified in writing to the Town ("**Registered Lender**") pursuant to this Paragraph 12.14. If a Registered Lender is permitted under the terms of any agreements with Owner to cure the event of default and/or to assume Owner's position with respect to this Agreement, the Town agrees to recognize the right of such Registered Lender and to otherwise permit such Registered Lender to assume all of the rights and obligations of Owner under this Agreement, provided that nothing contained in this Agreement shall not create any duty, obligation or other requirement on the part of the Registered Lender to assume any of the duties and obligations of Owner under this Agreement unless the Registered Lender takes fee simple title to the Project through foreclosure, deed in lieu or other legal instrument in which case the lender shall be bound by the terms and conditions of this Agreement. For so long as the Owner Loan remains outstanding, Owner and Town recognize and agree that this Agreement may only be modified or amended with the prior written approval of each Registered Lender.

12.15. **No Further Rights; No Third Party Rights.** Nothing contained herein shall be construed as creating any rights in any third persons or parties other than the parties specifically intended to be benefited or burdened by this Agreement.

12.16. **Term of Agreement.** This Agreement and the Town Approvals as they relate to the Applications, except for the Replat, shall expire as of December 8, 2015 unless Owner has either: (a) obtained a building permit and commenced construction of the Project Condominium; or (b) applied for and obtained an approval to extend this Agreement and the Town Approvals. If construction has not timely commenced or an extension not obtained prior to December 8, 2015, the Town Approvals shall expire, except that the Replat and the density assigned to the Property shall remain in place, but prior to any use and development of the Property, the Owner of the Property must reapply for and obtain necessary approvals of applications for rezoning, PUD, waivers/variations and design review approval for any project contemplated for the Property, which will be reviewed in accordance with LUO and Design Regulations in place at the time of the submission of any such application.

12.17. **Conflicts Between Hotel Covenant and Development Agreement.** Any conflicts between the terms of this Agreement and the Hotel Covenant shall be resolved in favor of the most restrictive applicable term in either document.

12.18. **Industry Standards and Norms.** Customary industry practices, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the terms and conditions established in this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

TOWN:

Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado

By: [Signature]  
Robert H. Delyes, Mayor

Date: 3/17/11

Attest: [Signature]

By: [Signature]  
Gregory L. Sparks, Town Manager

Date: 3/16/11

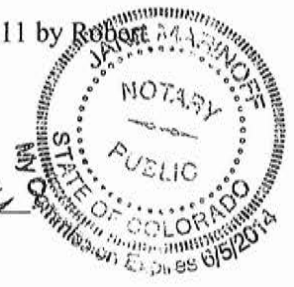
STATE OF COLORADO )  
 ) ss  
COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 17<sup>th</sup> day of MARCH, 2011 by Robert H. Delyes as the Mayor of The Town of Mountain Village.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 6/5/2014



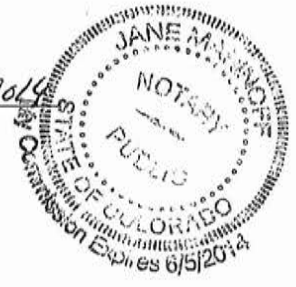
STATE OF COLORADO )  
 ) ss  
COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 16<sup>th</sup> day of MARCH, 2011 by Gregory L. Sparks as the Town Manager of The Town of Mountain Village.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 6/5/2014







**Exhibit "A"**  
**Sheet Index:**

Cover Sheet/Index	
A0.00	Sheet Index & Project Information
Civil Drawings	
C0.00	Sheet Index & Project Information
DM1	Demolition Plan
SP1	Site Plan
SP2	Site Plan
OU1	Overall Utility Plan
GR1	Grading Plan
EC1	Erosion Control Plan
SD1	Storm Drain Plan and Profile
SD2	Storm Drain Plan and Profile
SS01	Sanitary Sewer Plan and Profile
WT01	Water Main Plan and Profile
UR1	SMPA Utility Relocation Plan
UR2	Qwest Utility Relocation Plan
UR3	Cable TV Utility Relocation Plan
DT1	Details – Grading and Erosion Control
DT2	Details – Storm Drainage
DT3	Details – Storm Drainage and Roadway
DT4	Details – Sanitary Sewer
DT5	Details - Water
Landscape Drawings	
L1.01	Landscape Plan
L1.01a	Landscape Plan
L1.01b	Landscape Plan
L1.01c	Landscape Plan
L1.01d	Landscape Plan
L1.02	Westermere Improvement Plan
L1.03	Landscape Details
11.01	Irrigation Plan
12.01	Irrigation Details
12.02	Irrigation Details
Architectural Drawings	
A1.01	Site Plan
A1.01a	Garbage Truck Circulation Plan
A1.01b	Construction Staging Plan
A1.01c	Snow Melt Plan
A1.01d	Site Photos
A1.01e	Site Ownership Diagram
A1.01f	Site Density Diagram
A1.01g	Site Circulation Diagram
A1.02	Parking Diagram Plan (reference only)
A1.03	Loading Dock Detail Plan
A1.04	Erosion Control Plan
A1.05	Upper Garage Lighting Plan
A1.06	Ground Floor Lighting Plan
A1.07	Level 1 Lighting Plan
A1.08	Level 2 Lighting Plan
A1.09	Level 3 Lighting Plan



A1.10	Level 4 Lighting Plan
A1.11	Level 5 Lighting Plan
A1.12	Level 6 Lighting Plan
A1.13	Level 7 Lighting Plan
E1.00	Lighting Cut Sheets
E1.06	Garage Basement Floor Plan - Overall
E1.07	Level 1 Lighting Plan
E1.08	Level 1 Lighting Plan
PTP.200	Garage Basement Point to Point
PTP.201	Lower Garage Point to Point
PTP.202	Upper Garage Point to Point
A2.00	Garage Basement Floor Plan – Overall
A2.01	Lower Garage Floor Plan – Overall
A2.02	Upper Garage Floor Plan – Overall
A2.03	Ground Floor Plan - Overall
A2.04	Level 1 Floor Plan – Overall
A2.05	Level 2 Floor Plan – Overall
A2.06	Level 3 Floor Plan – Overall
A2.07	Level 4 Floor Plan – Overall
A2.08	Level 5 Floor Plan – Overall
A2.09	Level 6 Floor Plan – Overall
A2.10	Level 7 Floor Plan – Overall
A2.11	Roof Plan – Overall
A2.12	Average Height Targa Plan
A2.13	Maximum Height Plan
A3.02	Site Circulation Plan
A4.01	Exterior Elevation – Overall
A4.02	Exterior Elevation – Overall
A4.03	Exterior Elevation – Overall
A4.04	Exterior Elevation – Overall
A4.05	Exterior Elevation – Overall
A4.06	Exterior Elevation – Overall
A4.07	Exterior Elevation – Overall
A4.08	Exterior Elevation – Overall
A4.09	Exterior Elevation – Overall
A4.10	Exterior Elevation – Overall
4.21	Exterior Elevation – Snow Melt Study
4.22	Exterior Elevation – Snow Melt Study
4.23	Exterior Elevation – Snow Melt Study
4.24	Exterior Elevation – Snow Melt Study
4.25	Exterior Elevation – Snow Melt Study
4.26	Exterior Elevation – Snow Melt Study
4.27	Exterior Elevation – Snow Melt Study
4.28	Exterior Elevation – Snow Melt Study
4.29	Exterior Elevation – Snow Melt Study
4.30	Exterior Elevation – Snow Melt Study
A5.01	Building Section
A5.02	Building Section
A5.03	Building Section
A5.04	Building Section
A5.05	Building Section
A6.01	Typical Exterior Details
A6.01a	Typical Exterior Details

A6.01b	Typical Exterior Details
A6.02	Miscellaneous Details
A6.03	Service Diagram
A6.04	Upper Mountain Village Blvd Site Details
A6.05	Upper Mountain Village Site Details

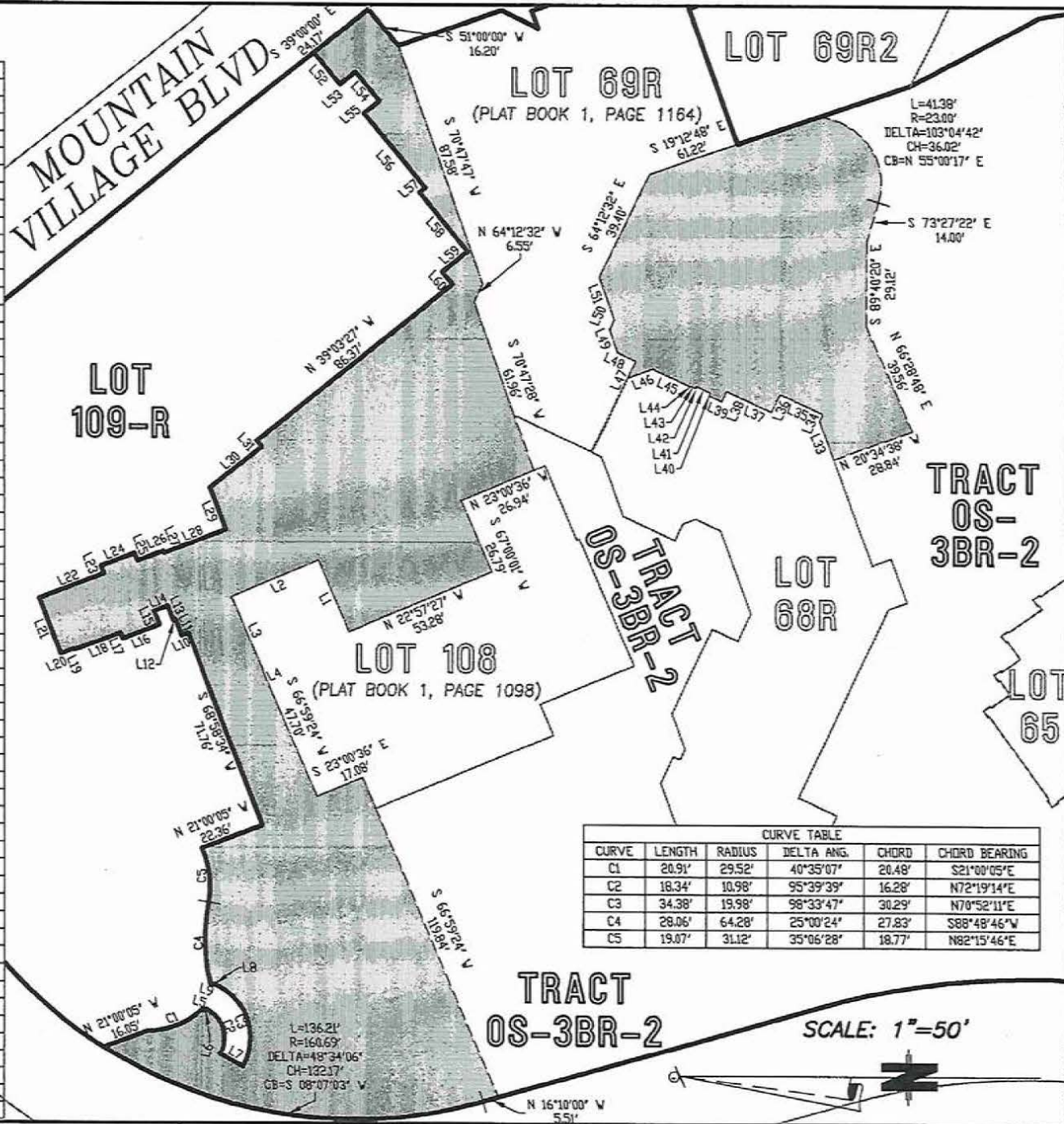
**Exhibit "B"**  
**(Schedule of Improvements)**

<b>Public Improvement</b>
Provision of 40 efficiency lodge units to be dedicated to hotel use.
Provision for public restrooms
Plaza improvements
Improvements to the Westermere Breezeway Plaza.
Provision of Conference Rooms facilities.
16 covered, garage parking spaces
A \$996,288.00 cash contribution toward Town public purposes

**Exhibit "C"**  
**(Area of Plaza Improvements)**



LINE	BEARING	LENGTH
L1	N 66°58'47" E	26.74'
L2	N 23°00'36" W	32.44'
L3	S 66°58'13" W	27.74'
L4	N 23°00'22" W	0.25'
L5	N 17°58'24" E	1.37'
L6	N 72°01'36" W	0.68'
L7	N 30°09'04" E	9.00'
L8	S 68°24'43" E	0.21'
L9	S 17°58'24" W	1.25'
L10	S 21°00'05" E	2.50'
L11	S 68°59'23" W	5.83'
L12	S 21°02'52" E	0.83'
L13	S 68°57'08" W	5.33'
L14	S 21°00'05" E	5.00'
L15	N 68°59'55" E	4.95'
L16	S 21°00'05" E	13.62'
L17	S 68°59'55" W	2.12'
L18	S 21°00'05" E	17.00'
L19	S 69°00'25" W	0.33'
L20	S 21°00'05" E	4.75'
L21	S 68°59'55" W	20.67'
L22	N 21°00'05" W	23.71'
L23	S 68°59'56" W	2.83'
L24	N 21°00'05" W	12.33'
L25	N 68°59'55" E	2.84'
L26	N 21°00'05" W	9.76'
L27	N 68°59'37" E	0.66'
L28	N 21°00'23" W	23.15'
L29	S 68°59'54" W	15.26'
L30	N 38°58'10" W	22.86'
L31	S 51°01'50" W	2.74'
L33	N 70°03'20" E	14.47'
L34	S 64°56'40" E	2.61'
L35	N 25°03'20" E	16.00'
L36	N 64°56'40" W	6.83'
L37	N 25°03'20" E	17.03'
L38	N 64°56'40" W	3.92'
L39	N 25°03'20" E	4.76'
L40	S 64°56'40" E	1.01'
L41	N 25°03'20" E	5.40'
L42	N 64°56'40" W	0.68'
L43	N 25°03'20" E	1.78'
L44	N 64°56'40" W	0.33'
L45	N 25°03'20" E	14.37'
L46	N 19°56'40" W	8.98'
L47	S 64°12'32" E	6.34'
L48	N 25°47'28" E	6.66'
L49	N 70°27'23" E	8.58'
L50	S 64°12'32" E	3.77'
L51	N 70°47'28" E	15.22'
L52	S 50°56'33" W	14.32'
L53	S 39°03'27" E	6.83'
L54	S 50°56'33" W	13.00'
L55	N 39°03'27" W	6.83'
L56	S 50°56'33" W	33.36'
L57	N 39°03'27" W	8.50'
L58	S 50°56'44" W	26.00'
L59	N 39°01'35" W	11.12'
L60	S 50°56'33" W	5.38'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C1	20.91'	29.52'	40°35'07"	20.48'	S21°00'05"E
C2	18.34'	10.98'	95°39'39"	16.28'	N72°19'14"E
C3	34.38'	19.98'	98°33'47"	30.29'	N70°52'11"E
C4	28.06'	64.28'	25°00'24"	27.83'	S88°48'46"W
C5	19.07'	31.12'	35°06'28"	18.77'	N82°15'46"E

SCALE: 1"=50'



PLAZA USAGE EXHIBIT 1

FOLEY  
ARCHITECTS  
INCORPORATED

Project No. 08  
Drawn by: MC  
Checked by:  
Date: 03/14/2010  
Scale: 1/8"=1'-0" (As Shown)  
Sheet No. 1 of 6



**Exhibit "D"**  
**(Miscellaneous Civil Engineering Concerns)**

*Professional Consultants Incorporated*  
2121 Academy Circle, Suite 202  
Colorado Springs, Colorado 80909  
Tel.: 719-380-8857 Fax: 719-380-8858

Thursday, September 23, 2010

Chris Hawkins  
Community Dev. Dept. TMV  
455 Mountain Village Blvd.  
Mountain Village, CO 82435

Re: Final PUD Plans for Lots 73-76R, 89A, 109, 110 at 628 and 632 Mtn. Village Blvd., Town of Mountain Village, Colorado.

Dear Chris,

This letter is in response to your request for comments to the above-referenced project on behalf of the Town of Mountain Village. Professional Consultants Incorporated has previously reviewed this project and submitted comments. So, the comments below have to do with this latest submittal only.

Comments:

1. Sheet DM1 – It is evident that several, if not all, utilities are being removed and relocated. It is not clear how the interim service to the existing users of the Town would be accomplished while the infrastructure is configured to the proposed layout. I do not believe that this is something that should be left to the project owner and/or contractor to decide. The TMV is likely not interested in suspending services while the project is constructed, so, it is important to require that the logistics of interim service be presented in this approval process to recognize and avert any problems.
2. Sheet SP1 – There are significant common areas located above an under-ground parking garage. After all the recent experiences between the TMV and certain locations in the village core, it is important to cover all aspects of the existence of public facilities located over underground structures before any plans are approved. Issues of liability, maintenance responsibility, replacement responsibility, etc. need to be sorted out.
3. Sheet SP1 – The layout seems to be silent about or not indicate where the hotel intends to accommodate larger supply vehicles while loading and unloading. Is this activity planned to be done by parking on the street? If so, where?
4. OU1 - Specific comments for each infrastructure component will be made below. However, even though the overall utilities seem to follow a cleaner layout than the current, there's not enough information provided to evaluate a) whether or not some utilities are too close to building foundations so as to deserve to be sleeved; b) whether the historic capacity of the storm and sewer lines has been maintained through the site with the alternative alignments proposed, and c) Who will own the lines located inside the buildings? As more information is provided, I am sure more questions will arise. **It may desirable for the TMV to require that all lines located within the perimeter of any new building in the Village Core be owned and maintained by the building owner and that a perpetual license be granted to the town to flow all its tributary storm water, water and sewer through the lines.** This would prevent any issue



related to access to the facilities and/or having to deal with the building owner in the event of a failure within the structure. In addition, the quality of the infrastructure that will be installed is likely to be much better because no owner wants to have sewer problems inside an underground garage. Maintenance access to many of the utilities is going to be quite difficult. Generally, pipe joints must be minimized or eliminated through the village core. That means that for water, the lines should be welded steel or restrained joints ductile iron pipe. For storm and sanitary sewers, the piping should be water pressure rated, high density polyethylene with fused joints. Sanitary sewers inside structure should also be sleeved and protected from impact with independent members that would deflect damage to the pipes.

5. GR1 and EC1 - No comment, except to say that the plans are not complete. There are references to sheets that are not labeled as specified, such as "DTX".
6. SD1 and SD2 – Designer should be asked to specifically answer how the proposed piping system protects and improves the current storm water conveyance capacity that the TMV has in place. There also seems to be many floor drains which are not shown as connected to the storm drain. Storm drain sizing of the inlets and conveyance pipes has to recognize that these pipes are in a publicly transited area and are subject to larger debris, sand and gravel influx than a pipe located purely within a building. It seems that the main drainage conveyance and multiple inlet collection lines for storm flows should not be any smaller than 12" in diameter at 75% of depth maximum flow capacity with a Manning's coefficient  $n=0.015$ . Again, as stated earlier, the piping used should have no joints (i.e. fused HDPE type). A detention facility is shown with no details as to what flows it will retain and how it will release to historic levels. Who will own and maintain the detention pond? My recommendation is that said box is retaining the projects excess flows and must be owned and maintained by the project's owner. It is not a regional facility. The SD1 and SD2 plans are missing a few details that are necessary for a thorough review. The profile in SD1 is incomplete. There's reference to an elevation for the piping located in the building, but no indication of what's at the bottom of the reference, i.e. floor of the garage. If it is the floor of the garage, is the vertical clearance constant throughout the length of the pipe, i.e. the garage floor is dropping at the same grade (doubtful). No turns of the storm sewer should be allowed unless inside a concrete box inlet appropriately sized for maintenance access or a standard sized manhole. Several inlets are not connected to the storm drain. All storm sewer collection lines must start with an inlet box or a manhole for maintenance access. This is true for all 8" to 12" inlet collection lines also. Is the slotted drain proposed for ground water dewatering or surface water conveyance? The storm drain line between manholes MH-4 and AD-4 may be in conflict with the adjacent building foundation. Finally, the storm drain piping system inside the building must be protected against vehicular impacts. No details are available to evaluate this condition. The earlier comment about ownership of the line and licensing back to the TMV also apply. There's a portion of storm drain flowing into MH-12 that is being demolished and not replaced with an alternative.
7. SS01 – Manhole SS-7 falls approximately 15' into a 16' General Easement, it is shown to be over 15' deep to the bottom. The concern is that the current easement is too limited to allow for proper construction and maintenance of this line due to the depth of trench requirement and side slope stability, even if using construction boxes. So, as a minimum, there will be encroachment into lot 89-1C with construction and for the long term there's no room to repair or maintain the line without encroachment into that lot once more. So, an easement is needed for construction now and for ownership, access and maintenance later. The designer must provide information to support the sizing of the sewer lines such that it is demonstrated that the carrying capacity of the existing TMV lines at 75% of depth and  $n=0.013$  is retained and or improved upon. It is doubtful that this is taking place because the lines shown through the



- building are at 0.5% slope and yet retain the same minimum sizing of 8" diameter. My earlier comments about materials for the lines and possible ownership within the building's limits still apply. It is recommended that manholes deeper (rim to bottom of base) than 16', but not deeper than 28', be 5' in diameter. After 30' deep they should be 6' in diameter. Also, the 4' diameter manholes should be limited to pipes 16" in diameter or less, when one inlet and one outlet exist. If multiple inlets to one outlet, less than 16" in diameter, or single inlet/outlet for pipe diameters between 18" and 30" exist the manhole should be a minimum of 5' in diameter.
8. WT01 – Water lines within 10' of any foundation should be sleeved by steel encasement. In addition, earlier comments about pipe materials and joint restraints or steel welded pipe apply.
  9. DT2 – Pipe sizing recommendation by manufacturer "Nyloplast" conflict with recommendations made here for outside drains that would be conveyed to the TMV.
  10. ST3 – Manhole detail needs to be changed to reflect that manhole inside diameter needs to be 4' for pipes up to 16" with single inlet and outlet and 5' I.D. for pipes between 18" and 30" with single inlet and outlet. All concrete for manholes must be 4,000 psi. Refer to earlier reference for depth to diameter of manholes specifications.
  11. In summary, I do not know if this is the last time the TMV gets to see these plans before approving construction. If that's the case, the plans are not complete. Too many details are missing and certain items must be proven not to cause detriment to the current TMV's system capacity.

I hope the information provided assists you I your review of the application. If we can be of further service, please advise. Thanks you.

Cordially,



Alvaro J. Testa, Ph.D., P.E.

415339  
Page 1 of 10  
SAN MIGUEL COUNTY, CO  
PEGGY NERLIN CLERK-RECORDER  
12-10-2010 10:29 AM Recording Fee \$56.00

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF MOUNTAIN VILLAGE,  
MOUNTAIN VILLAGE, COLORADO  
APPROVAL OF FINAL PLANNED UNIT DEVELOPMENT APPLICATION  
MOUNTAIN VILLAGE HOTEL PLANNED UNIT DEVELOPMENT**

**Resolution No. 2010-1208-31**

**WHEREAS**, MV Development Partners, LLC, a Texas limited liability company (“Applicant”) is the owner of record of certain real property described as Lots 73-76R, Lot 109, Lot 110 and Lot 89-A (“Applicant Property”);

**WHEREAS**, the Town of Mountain Village (“Town”) is the owner of certain unimproved property known as OS-3-BR-1 (“Town Property”);

**WHEREAS**, the Applicant Property and the Town Property are collectively referred to herein as the “Property”;

**WHEREAS**, the Town authorized the Applicant to include a portion of the Town Property with the Applicant Property in an application seeking (1) Final Planned Unit Development (“PUD”) Plan pursuant to Section 4-6 of the Mountain Village Land Use Ordinance (“LUO”), (2) replat, rezone and density transfer pursuant to Sections 4-4 and 4-5 of the LUO; and (3) a site specific development plan and associated vested property rights pursuant to Article 6 of the LUO (“Application”);

**WHEREAS**, the Application includes the following variations/waivers pursuant to the PUD process:

1. Variation/waiver to LUO Section 2-416 to allow Lot 109 and 110, Building Footprint Lots, to expand by more than 25%.
2. Variation/waiver to LUO Section 4-308-9 to allow an increase in maximum to 88’ – 9” and maximum average height of 65’ – 2.9”.
3. Variation/waiver to LUO Section 4-308-2 to allow for permitted uses (parking, pedestrian paths, etc. as shown in plans) in Active Open Space as shown on the Final PUD Plans to be approved pursuant to the PUD process and not the special use permit process.
4. Variation/waiver to LUO Section 4-308-2(f) to allow for conference and meeting space on the plaza level.
5. Variation/waiver to LUO Section 4-308-2 to allow for permitted uses (parking, pedestrian paths, etc. as shown in plans) in Active Open Space to be approved pursuant to the PUD process and not the special use permit process.
6. Variation/waiver to LUO Section 2-466 to allow for the proposed lock-off unit configuration as shown in the Final PUD Plans.
7. Variation/waiver to LUO Section 4-609-5 to extend the PUD vesting period from three (3) to five (5) years.

8. Variation/waiver to LUO Section 9-13 through 9-16 to allow for the "festoon" lights over the plaza area.

**WHEREAS**, the Application includes the following specific approvals pursuant to the PUD process:

1. Specific approval from the Town Council to allow residential occupancy on the plaza level for an Employee Housing Condominium (LUO Section 4-308-4).
2. Specific approval from the DRB to allow tandem parking to be included as required parking (Design Regulations Section 7-306-2).
3. Specific approval from the DRB to allow for modification of the tile roofing material, not design (Design Regulations Section 8-211-5).
4. Specific approval from the DRB to allow for 2:12 roof pitch (Design Regulations Section 8-202)

**WHEREAS**, the duly recorded plats of the Property designates the following land uses and density:

**Table 1 - DESIGNATED EXISTING LAND USE FOR THE PROPERTY:**

Lot	Acres	Zone District	Zoning Designation	Units	Density Per Unit	Total Density
73-76R	.141	Village Center	Condo	12	3	36
			Commercial			
			Employee Condo	1	3	3
109	.092	Village Center	Condo	8	3	24
			Commercial			
110	.077	Village Center	Condo	6	3	18
			Commercial			
89A	.020	Village Center	Commercial			
OS3-BR-1	2.489	Open Space	Active Open Space			
Total				27		81

**WHEREAS**, the Applicant proposes a certain Rezoning and Density Transfer for the Property as a part of the Application as follows:



**Table 2 - PROPOSED ZONING/LAND USES/DENSITY FOR THE PROPERTY:**

<b>Approved Density/Commercial SF</b>				
	<b># Units</b>	<b>Density Per</b>	<b>Total Density</b>	<b>Density Transfer</b>
Efficiency Lodge Units	66	.5	33	
Lodge Units	38	.75	28.5	
Unrestricted Condominium Units	20	3	60	
Employee Apartment	1	3	3	
Commercial SF	20,164			
	<b>Total Density</b>		<b>124.5</b>	
				43.5

**WHEREAS**, the Applicant is proposing to transfer 43.5 units owned by the Applicant from the Density Bank as a part of the Application;

**WHEREAS**, the Applicant is proposing to replat the Property into two lots - Lot 109R and Tract OS-3BR-2 ("Replat"), with the Applicant retaining Lot 109 and the Town retaining OS-3-BR-2

**WHEREAS**, the Applicant Property contains 14,374.8 sq. ft.;

**WHEREAS**, the Replat shall include 21,562.2 sq. ft. of the Town Property ("Contributed Town Property") with the Applicant Property creating Lot 109 that contains 35,928 sq. ft.;

**WHEREAS**, Lot 109R will contain 0.825 acre and Tract OS-3BR-2 contains 1.969 acre;

**WHEREAS**, The Town authorized the Applicant to include the Contributed Town Property in the Application provided that Applicant transfers and conveys replacement property, which property has been deemed acceptable to the Town (the "Replacement Town Property"), alternatively, in lieu of the conveyance of the Replacement Town Property, the Applicant and Town may agree to the payment of cash or other consideration deemed acceptable to the Town ("**Replacement Town Property Payment**") on mutually acceptable terms and conditions;

**WHEREAS**, the Town Council elected to receive Lot 644 as Replacement Town Property in lieu of the Replacement Town Property Payment; -;

**WHEREAS**, the Applicant is proposing to rezone the new Lot 109R to "Village Center" subject to the applicable provisions of the LUO with the density outlined in Table 2. The Official Zoning Map for the Town of Mountain Village will be amended to show Lot 109 with

the "Village Center" zoning designation upon recordation of this resolution, the Replat, and the Lot 109 Town of Mountain Village, Planned Unit Development;

**WHEREAS**, the Applicant is proposing to rezone the new tract OS-3BR-2 as "Active Open Space" subject to the applicable provisions of the LUO. The Official Zoning Map for the Town of Mountain Village will be amended to show OS-3BR-2 with the Active Open Space zoning designation;

**WHEREAS**, the Application has been reviewed and considered by the Town in accordance with applicable law, including but not limited to, the LUO and Design Regulations;

**WHEREAS**, at a duly noticed and conducted public hearing on October 28, 2010, the DRB recommended to the Town Council that the Application for Conceptual PUD Plan be approved with conditions pursuant to LUO Section 4-606;

**WHEREAS**, at a duly noticed and conducted public hearing on March 11, 2010, the Town Council granted Conceptual PUD Plan approval to the Application pursuant to LUO Section 4-606;

**WHEREAS**, at a duly noticed and conducted public hearings held on June 24, 2010 and again on July 22, 2010, the DRB granted Sketch PUD Plan approval to the Application pursuant to LUO Section 4-607;

**WHEREAS**, at a duly noticed and conducted public hearing on October 28, 2010, the DRB recommended to the Town Council that the Application for Final PUD Plan be approved pursuant to LUO Section 4-608 as well as other components of the Application;

**WHEREAS**, at a duly noticed and conducted public hearing on December 8<sup>th</sup> 2010, the Town Council granted Final PUD Plan approval to the Application pursuant to LUO Section 4-609 as well as other components of the Application, including, specifically and without limitation, the request for Extended Vesting Rights;

**WHEREAS**, after conducting the respective public hearings, receiving evidence and taking testimony and comment thereon, the DRB and the Town Council respectively found that: (i) the Property achieves one (1) or more of the applicable purposes listed in Section 4-616 of the LUO, and (ii) the resulting development will be consistent with the provisions of Section 4-617 of the LUO;

**WHEREAS**, the public hearings referred to above were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued in the *Telluride Daily Planet* and by mailing of public notice to property owners located within one hundred and fifty feet (150') of the Property, as required by the LUO;

**WHEREAS**, the Applicant has now met all requirements for: (1) Final PUD approval and has addressed all conditions of Final PUD approval as set forth by the DRB and Town Council, except as provided herein; and (2) final approval for the components of the Application



relating to the Replat, Rezone, Density Transfer, variations/waivers and Extended Vesting Rights;

**WHEREAS**, after the public hearings referred to above, the DRB and the Town Council each individually considered the Application submittal materials, and all other relevant materials, public letters and public testimony, and found as follows: (1) the PUD complies with all LUO and Town of Mountain Village Design Regulations ("Design Regulations") provisions applicable to the Property; (2) the PUD achieves one or more of the applicable community purposes/benefits listed in LUO Section 4-616; and, (3) the PUD is consistent with and substantially complies with the applicable review standards and requirements listed in LUO Section 4-617;

**WHEREAS**, the Applicant has met all requirements for Final PUD Plan approval under LUO Section 4-6 and the Design Regulations, and has addressed, or agreed to address, all conditions of Final PUD Plan approval imposed by Town Council based upon a recommendation for approval by the DRB;

**WHEREAS**, the Applicant has specifically complied with Section 4-616, Community Purposes, in the following manner:

4-616-2 Development of, or a contribution to the Development of either: (i) public facilities, such as public parking and transportation facilities, public recreation facilities, public cultural facilities, and other public facilities; or (ii) public benefits as either may be identified by the DRB or the Town Council. The public facilities or source of the public benefits may be located within or outside of the PUD but shall be public facilities or public benefits that meet the needs not only of the PUD residents or property owners, but also of other residents, property owners and visitors of the Town.

The Applicant shall provide the following public benefits, the provision of which shall be a condition of this Resolution:

- A. The Applicant shall provide at least forty dedicated hotel rooms according to the terms and conditions of the Development Agreement.
- B. The Applicant shall require that the Project shall be either: (i) operated and managed by, and/or (ii) 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 Project according to the terms and conditions of the Development Agreement Section 7.2.1.B of the Development Agreement shall provide for mediation between the parties in the event the Applicant and the Town are unable to agree on a Hotel Operator and shall further provide that the approved Hotel Operator shall have programs in place that demonstrate broad market exposure.
- C. The Applicant shall impose a hotel operator, hotel amenities, services and facilities covenant, enforceable by the Town, on the Property according to the terms and conditions of the Development Agreement.
- D. The Applicant shall impose a covenant on the Property requiring all purchase contracts concerning the initial sale of Lodge and Efficiency Lodge Units that require a buyer to

- select a standard furniture package developed by the Hotel Operator and the price for purchasing the unit shall include the cost of the furniture package and such covenant may not be waived by the parties.
- E. The Applicant shall provide for an employee housing mitigation payment to the Town in the sum of \$996,288 ("**Mitigation Payment**"), which shall be payable simultaneously with the issuance of the initial building permit, excluding a standalone excavation permit for the Project. The Town may use the Mitigation Payment for any public purpose as determined by the Town, which may include, but shall not be limited to, employee housing, transportation or trash facility relocation, provided that not less than 60% of the Mitigation Payment shall be used for employee housing purposes. On the second anniversary of the initial Certificate of Occupancy for the Project, Owner shall provide a certified statement indicating the actual number of full time equivalent employees employed at the Project. The certified statement shall confirm to the Town the number of full time equivalent employees based upon time cards, income tax reporting and such other and similar employment records, which shall be reviewed, evaluated, discussed and otherwise held in a confidential manner by the Town. As a further offset to employee housing needs generated by the Project, Owner shall pay the Town a one time payment of \$4,018.52 for each full time equivalent employee averaged over the two year period dating from the issuance of the initial Certificate of Occupancy for the Project in excess of the 90 full time equivalent employees estimated by the Owner ("**One Time Payment**"). The payment shall be due on the date that is the thirty month anniversary of the initial Certificate of Occupancy for the Project. In the event that the certified statement indicates that the Project is employing less than the anticipated 90 full time equivalent employees, the Town shall not be required to refund any portion of the Mitigation Payment to Owner. The Owner may propose to mitigate any added employees by providing on-site or off site employee units as an alternative to the One Time Payment.
- F. **Employee Housing Unit.** The Employee Housing Restriction on one Unit in the Project is considered a public benefit and shall specifically provide that the Employee Housing Restriction does not terminate in the event of a foreclosure on such unit.
- G. Owner shall construct and make available to the general public, for at least 16 hours per day, 365 days per year, restrooms in the Project reflected in the Final PUD Plans that are accessible from the plaza and associated easements, without cost to the Town according to the terms and conditions of the Development Agreement. The Town and Owner shall meet and confer to establish opening times, which may vary seasonally.
- H. Owner shall construct certain "**Plaza Improvements**" reflected in the Final PUD Plans and shall maintain such Plaza Improvements according to the terms and conditions of the Development Agreement.
- I. The Owner shall construct, and convey to the Town 48 parking spaces in the project according to the terms and conditions of the Development Agreement. Following conveyance of the 48 parking spaces, the Town may elect, in its sole and absolute discretion, to sell, lease, or further convey the 48 parking spaces. The Owner will improve the Westermere Breezeway and the associated path through such breezeway in substantial accordance with the Final PUD Plans, provided that the Westermere HOA has provided its written authorization and consent to such work on commercially reasonable terms and conditions and within thirty days following Owner's submission of its request for such authorization. The Owner shall submit the authorization and consent to the Town with its application for the building permit. If the Westermere HOA fails to



provide the authorization and consent in form, content or timeframe contemplated by this Resolution, the Owner shall be fully released from its obligation to improve the façade and the associated walkway as shown on the Final PUD Plans.

- J. The Owner shall construct two conference rooms in the Project in general accordance with the Final PUD Plans, which shall be available for use by owners and guests in the Project and non-owner guests according to the terms and conditions of the Development Agreement.
- K. In order to utilize the tandem parking spaces shown on the Final PUD Plan, the Owner or condominium association shall provide 24 hour per day valet parking services for the tandem parking spaces by providing attendants who receive, park and return vehicles to owners and guests as further detailed in the Development Agreement.
- L. The owners association for the Project shall be responsible for removing and/or relocating snow from the south side of upper Mountain Village Boulevard to allow for adequate snow storage for plowing of upper Mountain Village Boulevard.

*The Town Council found that the foregoing proposed Community Benefits satisfy Section 4-616 of the Land Use Ordinance.*

**WHEREAS**, the Applicant has specifically complied with Section 4-617, Review Standards, in the following manner:

(1) The Development proposed for the PUD is generally consistent with the underlying purposes and goals of the LUO and the Design Regulations because, without limitation: (A) it was processed in accordance with the PUD process of the LUO; (B) the project will promote the public health, safety and welfare due to the extensive design review process that assured an appropriate massing that fits within the context of the Village Center while also achieving some envisioned goals of the pending Comprehensive Plan; (C) the project will preserve open space and protect the environment since Active Open Space in the Village Center was always envisioned to be developed by the expansion of footprint lots and the project avoids areas with environmental constraints; (D) the project will enhance and be compatible with the natural beauty of the Town and its surrounding since it will allow for resort development in an area that is currently covered in parking lots and poor vegetation, with the development designed to fit into the context of the site and the Village Center; (E) the project will foster a sense of community because it will provide for more activity and vitality in the Village Center area and provide more hot bed base to the community, with more traffic and activity created for the town as a whole; (F) the project's design will promote good civic design and development because it has been found to meet the Design Regulations and the PUD Regulations for the Town, with numerous public meetings to shape the final design; (G) the project will help to create and preserve an attractive community due to the attention to massing, the stepping of heights, varying wall planes, attractive design, and the modern, high alpine design theme; (H) the project will promote the economic vitality of the town, promote the resort nature and tourism trade of the town and promote property values in the towns due to the hot bed requirements of the PUD, the conference center and by adding more people to the Village Center that support more business and commercial ventures;

(2) The Development proposed for the PUD represents a creative approach to the development and use of land and related physical facilities to produce a better development than would otherwise be possible under the strict application of the requirements of the underlying Zoning Designation, Zone District and Land Use and Density and will provide amenities for residents of the PUD and the public in general. The PUD allows for the creative use of some low quality active open space and the combination of private lots to create a development that provides for a flag hotel site that would not be possible without the PUD process since such process allows for expanding footprint lots, increased heights, unique lock-off combinations, and other variations.

(3) The Development proposed for the PUD is designed to be compatible with the surrounding environment, neighborhood and area relative to, but not limited to, architectural design, scale, bulk, building height, buffer zones, character, and orientation and shall not unreasonably affect existing land uses and the future development of the surrounding neighborhood and area. The Applicant has worked with its consultants, the DRB and the Council to create a high density hot bed development that fits into the high density nature of the Village Center. The buildings bulk, scale, building height, landscaping and architectural design have been shaped to be compatible with surrounding area development. The requested maximum building height is found on only one location, with the roof heights cascading down to the south while stepping in a more linear, albeit lower height to the north and west, with specific attention paid to stepping the building towards Westermere. The building's design also breaks up the mass by extensive roof articulation, wall articulation, color changes, material changes, decks and the large open plaza area to the west.

(4) The landscaping and public spaces proposed for the PUD provides sufficient buffering of uses from one another to minimize adverse impacts and create attractive public spaces consistent with the character of the surrounding environment, neighborhood and area. The project has created a very unique plaza area that will stand out from other plaza areas due to unique paver design, lighting integrated into the pavers, festoon lighting, landscaped planters and commercial facades that are designed to have large glass areas. The building's heavy stone base will provide the vertical walls up from the plaza and create an attractive, high alpine setting. In addition, the plans call for an outdoor dining area which will help create an activity center in the area, which combined with the Westermere and Palmyra retail shops, creates the potential for a very active public place that spills out to the pond. When the pond lots are developed to the south, the whole potential of this area as an attractive, vital place with lots of pedestrian interest should be realized.

(5) The Development proposed for the PUD provides sufficient parking and traffic circulation. The final PUD plans provide for more parking spaces than required by the Design Regulations. Traffic and pedestrian circulation patterns have been extensively analyzed for this project, with the Applicant submitting a traffic analysis that shows good levels of service for the drive intersection.

(6) There is only one phase for this PUD project.



- (7) The PUD is not proposing a rezoning of a single family lot.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council hereby grants the following land use approvals for the Property in accordance with the provisions of the LUO: (1) Final Plan Approval pursuant to Section 4-6 LUO, and (2) replat, rezone and density transfer pursuant to Sections 4-4 and 4-5 of the LUO; with authorization for the Mayor to sign the Resolution, subject to conditions set forth herein, and the requirements of the Development Agreement for the Property in a form substantially similar to the draft development agreement presented at the December 8, 2010 Town Council meeting ("Development Agreement").

Conditions of this Final PUD Plan Approval are as follows:

1. Prior to recording the final plat, the plat shall be revised to show easements for the utilities currently traversing through Lot 109R, with notation thereon or by other legal instrument, allowance for the Applicant to relocate the easements in accordance with the composite utility plan that is a part of the building permit application.
2. The Applicant shall provide the Replacement Town Property or payment in lieu as set forth herein in accordance with the terms and conditions of the Development Agreement.
3. The Applicant shall provide all public benefits as set forth herein and in accordance with the terms and conditions of the Development Agreement.
4. Such other terms and conditions as set forth in the Development Agreement.
5. All representations of the Applicant, whether within the submittal or at the DRB hearing, are conditions of this approval.
6. Per Section 2-1307 of the Town of Mountain Village Design Regulations, this approval does not allow any violation to the LUO and/or Design Regulations or imply approval of any errors that may be contained in this Application that violate the LUO and/or the Design Regulations.
7. The landscaping plan shall be revised to include a requirement to salvage existing trees located on the Property to the extent practical.
8. The Development Agreement shall contain a mediation clause for the purpose of resolving any issues that may arise as a result of the design or construction of the public benefits.
9. The Development Agreement shall contain a clause that requires the Applicant to submit a report to the Community Development Department, with a copy to Town Council, demonstrating how its construction plans for the project have been prepared to insure that the required public benefits have been designed to achieve applicable construction standards and requirements and will function and operate in a manner that is consistent with the customary goals and objectives for which the public benefit was accepted by the Town. The report and plans will be reviewed by the Community Development Department to determine compliance with this requirement. In the event that the Community Development Department determines that the report fails to adequately demonstrate compliance, the matter shall be referred to the Town Council for further review and appropriate action.

**BE IT FURTHER RESOLVED** that pursuant to Section 3-511 the Town Council has received a draft of the Development Agreement. The Town Council authorizes the Mayor to

appoint a committee consisting of the Mayor and one or more Town Councilors, who shall, in consultation with the Town Manager, legal counsel and the Director of Community Development, finalize and authorize the Mayor to execute the Development Agreement consistent with the terms and conditions of this Resolution No. 2010-1208-31

**BE IT FURTHER RESOLVED** that the approval of the Final PUD Plan for the Property as set forth in this Resolution constitutes a Site Specific Development Plan and upon appropriate publication shall create a vested property right for an extended vesting period of five years pursuant to C.R.S. § 24-68-101-106 and Article 6 of the LUO.

**BE IT FURTHER RESOLVED** that the Property may be developed as submitted in accordance with this Resolution, the Development Agreement and the applicable provisions of the LUO and the Design Guidelines.

APPROVED by the Town Council at a public meeting held on December 8, 2010.

TOWN OF MOUNTAIN VILLAGE, TOWN COUNCIL



Robert Delves  
2010.12.09  
16:24:36 -07'00'

By: \_\_\_\_\_  
Robert H. Delves, Mayor

Attest:



Kim Montgomery  
2010.12.09 16:25:12  
-07'00'

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







**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:** Town Council Meeting, November 19, 2020

**DATE:** November 4, 2020

**RE:** Second Reading, Public Hearing, and Council vote on, an Ordinance approving a density transfer and rezone application to rezone approximately 3,264 square feet of commercially zoned space into four Employee Apartment zoning designations, at 313 Adams Ranch Road, Lot 648AR; pursuant to Community Development Code Sections 17.4.9 & 17.4.10.

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 648AR, Telluride Mountain Village  
**Address:** 313 Adams Ranch Road  
**Owner:** Telluride Ski and Golf  
**Zoning:** Multi-Family  
**Existing Use:** Commercial  
**Proposed Use:** Multi-Family  
**Lot Size:** 1.01 Acres

**Adjacent Land Uses:**

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

**ATTACHMENTS**

- Exhibit A: Applicant's narrative
- Exhibit B: Proposed Floorplans
- Exhibit C: Referral Comments
- Exhibit D: Ordinance



**This memo is substantially the same as the first reading of an ordinance memo provide to Town Council at the regular meeting on October 15, 2020. Town Council's first reading reference is added along with an updated second reading recommended motion.**

**CASE SUMMARY:**

Telluride Ski and Golf (TSG) is proposing to convert 3,264 square feet (sq. ft.) of existing commercial space in Prospect Plaza, into a total of four employee apartment zoned units. To

proceed with this request, the applicant will first need to transfer the four units of employee apartment density from the Town Density Bank onto Lot 648AR, followed by a subsequent application for a building permit to convert the commercial-zoned space into residential employee apartment units. The applicant has submitted conceptual architectural floor plans based on the current request per the density transfer and rezone requirements, and there has been no indication to staff that this request would require any exterior modifications to the existing building. The Community Development Code (CDC) provides that any rezoning of a condominium unit from residential to commercial, or vice versa, whether or not there is any change to the exterior of the building, requires a rezoning of the affected unit(s).

Prospect Plaza is currently located on Lot 648AR and contains existing Commercial and Residential uses spread between two buildings. Building A contains a total of 7,858 sq. ft. of commercial space while Building B contains seven residential units and ten commercial spaces. Both Lot 648AR and 648BR are discussed within the Comprehensive Plan's Meadows Subarea Plan and are cumulatively described as "Parcel A / Prospect Plaza". Within the plan, Parcel A is described as having a target density of 68 deed-restricted units with the majority of the units to be located on the un-developed Lot 648BR. This proposal would not limit the future ability to achieve the envisioned density for Parcel A, as it only affects the overall commercial square footage within the existing Building B of Prospect Plaza.

As per Sections 17.4.9.B and 17.4.10.C.2 of the CDC, the density transfer and rezoning processes are being processed as concurrent development applications. Before the submittal for design review and building permits, the Town Council will need to determine that the application for density transfer and rezone is appropriate.

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

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
<b>Zoned Density</b>						
648AR	1.01	Multi-Family	Employee Condominium	6	3	18
			Condominium	1	3	3
			Commercial			
<b>Built Density</b>			Total	7	3	21
<b>Unbuilt Density</b>				0	0	0
<b>Unbuilt Density after Transfer and Rezone</b>			Employee Apartment	4	3	12
<b>TOTAL RESULTING DENSITY</b>			<b>Employee Condominium</b>	<b>6</b>	<b>3</b>	<b>18</b>
			<b>Employee Apartment</b>	<b>4</b>	<b>3</b>	<b>12</b>
			<b>Condominium</b>	<b>1</b>	<b>3</b>	<b>3</b>
			<b>Commercial</b>			
			<b>TOTAL</b>	<b>11</b>		<b>33</b>

*Staff Note: The proposal will result in a net increase of 4 Employee Apartment Units on Lot 648AR and an overall person equivalent increase of 12. The total density on Lot 648AR after the rezone and density transfer is shown above in Table 1.*



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

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

### **17.4.9: Rezoning Process**

(\*\*\*)

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

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

*Staff Finding: Parcel A is described in the Comprehensive Plan as Lot 648AR and 648BR and has a target density of 68 total deed-restricted units. Although this density transfer will occur only on Lot 648AR, it is worth discussing the guidance provided within the Comprehensive Plan as it relates to the overall development of Parcel A. While the proposal does not achieve the target density, it may be fair to assume that the majority of the 68 units contemplated in the Comprehensive Plan would be required to be constructed on the undeveloped portion of Parcel A, Lot 648BR. It may also be worth considering that the overall unit count needed to reach the target density on Parcel A would be reduced by 4 units and could result in a smaller future development on the remaining portions of Parcel A.*

*The plan also provides guidance related to the overall uses to occur on Parcel A and emphasizes the phasing out of light industrial uses to be replaced with multi-unit deed-restricted housing (pg. 66, Comp Plan). This project would accomplish that by reducing the existing commercial space and replacing it with deed-restricted employee apartment units. There are no other site-specific policies that would apply to the redevelopment of Lot 648AR as the majority relate to the development of a separate larger deed-restricted building on Lot 648BR - and the associated densities, access, and design regulations required.*

*The proposed density transfer and rezone would meet the intent of the Comprehensive Plan by reducing commercial/light industrial space while also increasing the supply of deed-restricted housing.*

- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;  
*Staff Finding: The proposed rezone and density transfer meets the requirements of the CDC. The Multi-Family Zone is intended to provide higher density multi-family uses limited to multi-family dwellings, hotbed development, recreational trails, workforce housing, and similar uses. Given the shortage of employee housing within the region, and the proximity of the project to transit and recreational amenities – and additional 4 density units would meet the intent of the Zoning and Land Use Regulations for the types of desired development in Multi-Family Zone.*

*The applicant has demonstrated that parking requirements will be met with no change to the existing parking configurations. Residential uses are typically less intensive than commercial uses. All other land use regulations are being met. Parking is addressed in more detail below.*

- 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.

*Staff Finding: Because the Density Transfer and Rezone do not alter the exterior of the existing structure, the majority of the Project Standards listed above are not applicable. The site-specific issues listed above would be minimal as they would generally require no change from the existing operations.*

- 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: Prospect Plaza contains Commercial and Residential uses spread between two buildings which could result in conflicts between uses and occupants. Reducing the commercial uses consistent with the comp plan over time, will reduce future conflicts between residential and commercial uses and is consistent with the comp plan vision. Otherwise, this proposal is an efficient use of land and 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 comprehensive plan envisions Parcel A as a deed-restricted housing community, phasing out existing non-conforming land-uses over time.*
- f. Adequate public facilities and services are available to serve the intended land uses;  
*Staff Finding: There are currently adequate public services to accommodate this request. The property owner and HOA are working through determining if there are any infrastructure upgrades needed specifically related to building and fire code that would need to be completed.*

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and  
*Staff Finding: The rezoning will not create vehicular or pedestrian circulation hazards. The applicant has provided a parking analysis demonstrating adequate parking for vehicular traffic. The Town maintains a bus stop directly adjacent to Prospect Plaza and a sidewalk system providing Chondola Access for the majority of the year for pedestrians. It's unclear to staff at this time if the conversion of commercial to residential would create additional trash or service delivery congestion over the existing levels.*
- h. The proposed rezoning meets all applicable Town regulations and standards.  
*Staff Finding: The application meets all applicable regulations and standards.*

**17.4.10: Density Transfer Process**

(\*\*\*)

D. Criteria for Decision

(\*\*\*)

2. Class 4 Applications. The following criteria shall be met for the Review Authority to approve a density transfer.

- a. The criteria for decision for rezoning are met since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);  
*Staff Finding: The applicant has met the criteria for the decision for rezoning as provided above.*

- b. The density transfer meets the density transfer and density bank policies; and.  
*Staff Finding: The application meets all applicable density transfer and density bank policies. The applicant is proposing to transfer existing Employee Apartment Density from the Density Bank to Lot 648AR.*

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

**DESIGN REVIEW BOARD RECOMMENDATION:** The Design Review Board reviewed the application for rezone and density transfer for Lot 648AR at their September 3, 2020, Regular Meeting and voted unanimously to recommend Town Council approval of the item.

**FIRST READING OF AN ORDINANCE BY TOWN COUNCIL**

The Town Council approved on first reading the Ordinance with staff's conditions at the October 15, 2020 regular Town Council meeting.

**RECOMMENDATION:** If Town Council determines that the application to transfer density and rezone specific units at Lot 648AR meets the criteria for decision listed within this staff memo, then staff has provided the following suggested motion:

*I move to approve a second reading of an Ordinance regarding the rezone and density transfer application at Lot 648AR, 313 Adams Ranch Road, to rezone approximately 3,264 square feet of commercially zoned space into four Employee Apartment zoning designations with the following findings and conditions as noted in the staff report of record dated November 4, 2020.*

*Findings:*

- 1. The applicant has the requisite required density to execute a rezone from commercial to employee apartment zoning designations.*
- 2. The applicant has met or exceeded the parking requirement of the CDC.*
- 3. The proposed density transfer and rezone at Prospect Plaza would meet the intent of the Comprehensive Plan by reducing commercial/light industrial space while also increasing the supply of deed-restricted housing.*

*Conditions:*

- 1. The owner of record of density shall be responsible for all dues, fees, and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.*
- 2. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.*
- 3. Prior to the issuance of any Building permit for the conversion of the commercial space to employee apartments, 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, including but not limited to applicable fire codes.*
- 4. 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.*
- 5. The Lot list shall be updated to reflect four employee apartments assigned to Lot 648AR.*
- 6. The applicant shall submit a condominium map amendment to the Town for review and approval, showing the final square footage and configuration of the new employee apartment units at Prospect Plaza.*
- 7. A Town of Mountain Village Deed Restriction shall be executed concurrently with the Ordinance and recorded concurrently for the newly created employee apartments.*

*This motion is based on the evidence and testimony provided at the Town Council meeting held on November 19, 2020, with notice of such hearing having been provided as required by the Community Development Code.*

*/JJM*



Revised 1.3.2020

## 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

REZONING/DENSITY TRANSFER APPLICATION		
<b>APPLICANT INFORMATION</b>		
<b>Name:</b> TSG Ski & Golf LLC	<b>E-mail Address:</b> jeff@telski.com	
<b>Mailing Address:</b> 565 Mountain Village Boulevard	<b>Phone:</b> (970) 728-7444	
<b>City:</b> Mountain Village	<b>State:</b> Colorado	<b>Zip Code:</b> 81435
<b>Mountain Village Business License Number:</b> 00201		
<b>PROPERTY INFORMATION</b>		
<b>Physical Address:</b> 313 Adams Ranch Road		<b>Acreage:</b> NA
<b>Zone District:</b> Multi-Family	<b>Zoning Designations:</b> Commercial/Residential	<b>Density Assigned to the Lot or Site:</b> 11 units commercial; 6 units Residential
<b>Legal Description:</b> Lot 648AR; units		
<b>Existing Land Uses:</b> Commercial		
<b>Proposed Land Uses:</b> Employee Apartments; 4 units		
<b>OWNER INFORMATION</b>		
<b>Property Owner:</b> TSG Ski & Golf, LLC	<b>E-mail Address:</b> jeff@telski.com	
<b>Mailing Address:</b> 565 Mountain Village Boulevard	<b>Phone:</b> (970) 728-7444	
<b>City:</b> Mountain Village	<b>State:</b> Colorado	<b>Zip Code:</b> 81435
<b>DESCRIPTION OF REQUEST</b>		
<p>TSG Ski &amp; Golf is proposing to convert 3,264 commercial space into 4 Employee Apartments (see attached plans). TSG has 5 units of Employee Apartments in the density bank and will transfer 4 of these units to lot 648AR. TSG has the required 6 parking spaces plus 2 additional spaces. The application is generally in conformance with the Comprehensive Plan and the Community Development Code. Additional information regarding conformance is included in attached narrative.</p>		



## Development Narrative

### Proposal

TSG Ski & Golf is proposing to convert approximately 3264 square feet of commercial space at Lot 648AR into 4 Employee Apartments (see attached plans). TSG has 5 units of Employee Apartments in the density bank and will transfer 4 of these units to lot 648AR. TSG has the required 6 parking (4 parking spaces in the garage and 2 exterior spaces) allocated. TSG has two additional exterior spaces available. The application is generally in conformance with the Comprehensive Plan and the Community Development Code.

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

**PARCEL A PROSPECT PLAZA:** In the MEADOWS SUBAREA PLAN section of the Comprehensive Plan the Principles, Policies and Actions for the MEADOWS SUBAREA PLAN list the following considerations for 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.

### Table 9. Meadows Development Table shows the target Density for Parcel A:

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
<b>Total Units</b>		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.



## Consistent with Community Development Code

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

1. Multi-Family Zone District: Lot 648A 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. 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.
3. 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.

Prospect Plaza is comprised of 2 separate buildings.

#### Building A

Building A is comprised of 7,858 sq. ft. of commercial space. Building A has 4 parking spots on the south side of their building along with an easement on the east side for additional parking. They also have space available in their enclosed laydown lot which is where they generally park their vehicles.

#### Building 2

Building 2 is comprised of:

Ground Floor – 6 Commercial Spaces

Second Level – 4 Commercial Spaces

Third & Fourth Floors – 7 Residential Units Total

Garage – 15 Parking Spaces & 1 Commercial Storage Space

Surface Area – 22 Parking Spaces

The Community Development Code requires:

Commercial – 1 space per 1,000 sf. There is 12,150.6 sq. ft. of commercial including a 650 sq. ft. storage unit in the garage. Total required = 13 Parking Spaces

Residential – 1.5 per condominium. There are 7 condominiums. Total Required = 11 Parking Spaces

Total Parking Requirement = 24

Current garage and surface parking spaces is 37 which exceeds the requirement.

Prospect Plaza has already provided the required parking. With the exception of B-1, the prospect Plaza HOA currently provides each owner with 2 passes for surface parking regardless of zoning or size of units.

		Sq. Ft	CDC	
A-1	Black Hills Energy	3864	3.864	Parking For Building A allocated on the south and east sides of bui
A-2	Black Hills Energy	3994	3.994	

Building 2		Sq. Ft.	CDC
2-1A	Commercial	1395	1.395
2-1B	Commercial	542	0.542
2-1C	Commercial	1565	1.565
2-1D	Commercial	543	0.543
2-1E	Commercial	861.3	0.8613
2-1F	Commercial	701	0.701
2-2A	Commercial	702	0.702
2-2D	Commercial	1580	1.58
B-1	Storage	650.3	
		<hr/>	
		8539.6	8

2-2B	Proposed 2 Condo	2008	3
2-2C	Proposed 2 Condo	1603	3
2-3A	CONDOMINIUM	2641.6	1.5
2-3B	CONDOMINIUM	1407.4	1.5
2-3C	CONDOMINIUM	1925.8	1.5
2-3D	CONDOMINIUM	1227.8	1.5
2-3E	CONDOMINIUM	1348.2	1.5
2-3F	CONDOMINIUM	1200.2	1.5
2-3G	CONDOMINIUM	1260.3	1.5
			<hr/>
			17

Required Parking Per CDC 25

Garage

- P-1 LCE Unit 2-2A (Commercial)
- P-2 LCE Unit 2-3C (Condo)
- P-3 LCE Unit 2-3A (Condo)
- P-4 LCE Unit 2-3E (Condo)
- P-5 LCE Unit 2-3D (Condo)
- P-6 LCE Unit 2-3B (Condo)
- P-7 LCE Unit 2-3G (Condo)
- P-8 LCE Unit 2-3F (Condo)
- P-9 LCE Unit 2-2B (Commercial)
- P-10 LCE Unit 2-2B (Commercial)
- P-11 LCE Unit 2-2B (Commercial)
- P-12 LCE Unit 2-2C (Commercial)
- P-13 LCE Unit 2-2A (Commercial)
- P-14 LCE Unit 2-2A (Commercial)
- P-15 LCE Unit 2-2A (Commercial)

Total Garage Spaces	15
Balance Needed	10
Surface Parking Spaces	22
Extra Parking Spaces	-12





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

PROJECT PLAZA  
 BUILDING

**TSG - PROSPECT PLAZA  
 APARTMENTS**

Telluride Ski and Golf  
 308 ADAMS RANCH ROAD

Document Date:  
 FEB. 6, 2020

Document Phase:  
 Schematic Design

REV.	DATE	REMARK
1	9.11.19	SCHEMATIC PLANS
2	2.6.2020	SCHEMATIC PLANS
3	2.19.2020	PRE-DENSITY TRANSFER
4		REVISIONS
5		
6		
7		
8		
9		

**VICINITY AND  
 SITE MAP**

**A1.0**



1 SITE MAP  
 A1.1 N.T.S.



**TSG - PROSPECT PLAZA  
APARTMENTS**

Telluride Ski and Golf  
308 ADAMS RANCH ROAD

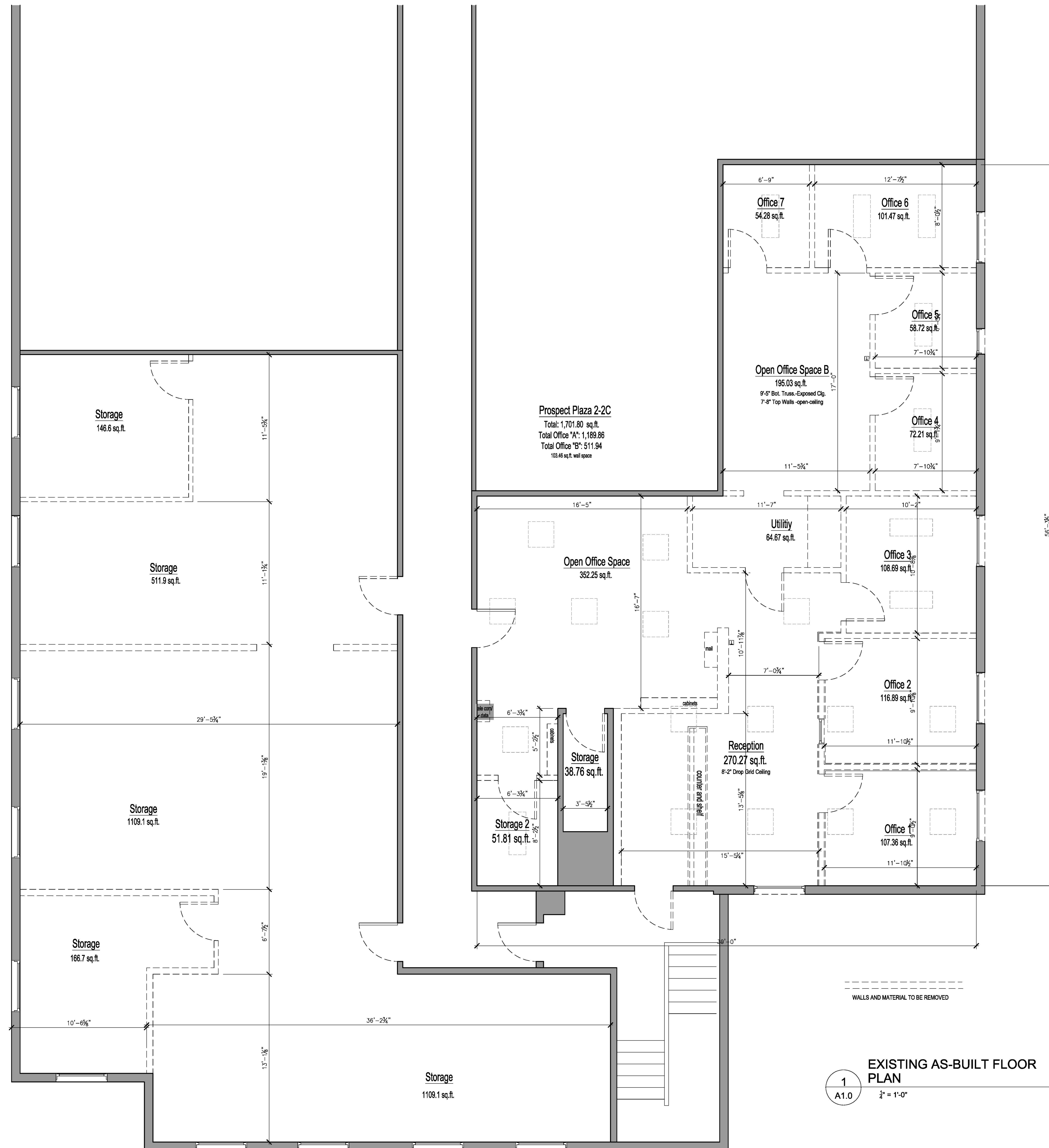
Document Date:  
FEB. 6, 2020

Document Phase:  
Schematic Design

REV.	DATE	REMARK
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4		REVISIONS
5		
6		
7		
8		
9		

AS-BUILT/DEMO  
PLANS

**A1.1**





**TSG - PROSPECT PLAZA  
APARTMENTS**

Telluride Ski and Golf  
308 ADAMS RANCH ROAD

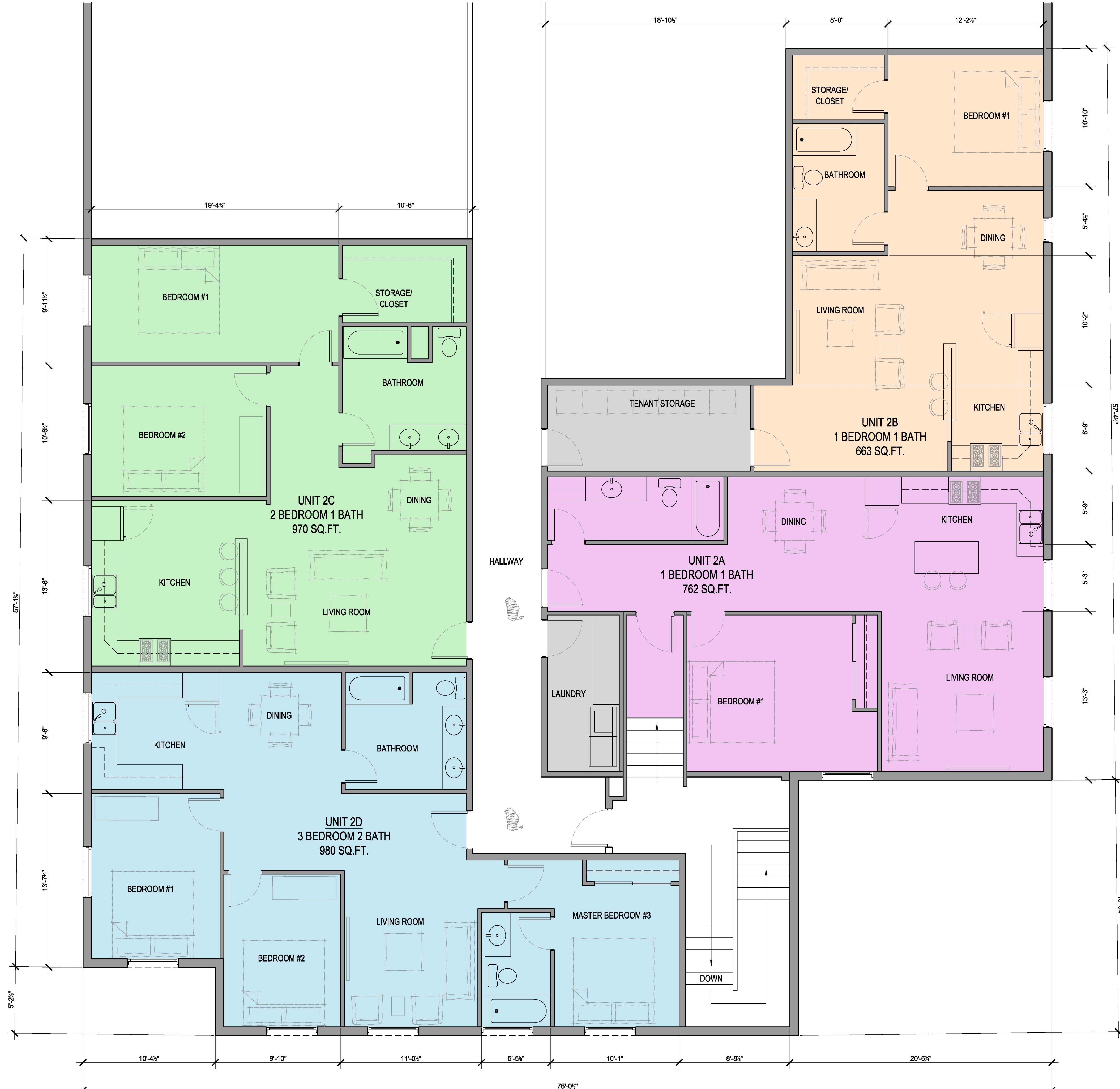
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FEB. 6, 2020

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Schematic Design

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2	2.6.2020	SCHEMATIC PLANS
3	2.19.2020	PRE-DENSITY TRANSFER REVISIONS
4		
5		
6		
7		
8		
9		

SCHEMATIC  
FLOOR PLAN

**A1.2**



PROPOSED SCHEMATIC  
FLOOR PLAN - V1 (1 bedroom  
unit 2A)

1  
A1.2

1/2" = 1'-0"



**TSG - PROSPECT PLAZA  
APARTMENTS**

Telluride Ski and Golf  
308 ADAMS RANCH ROAD

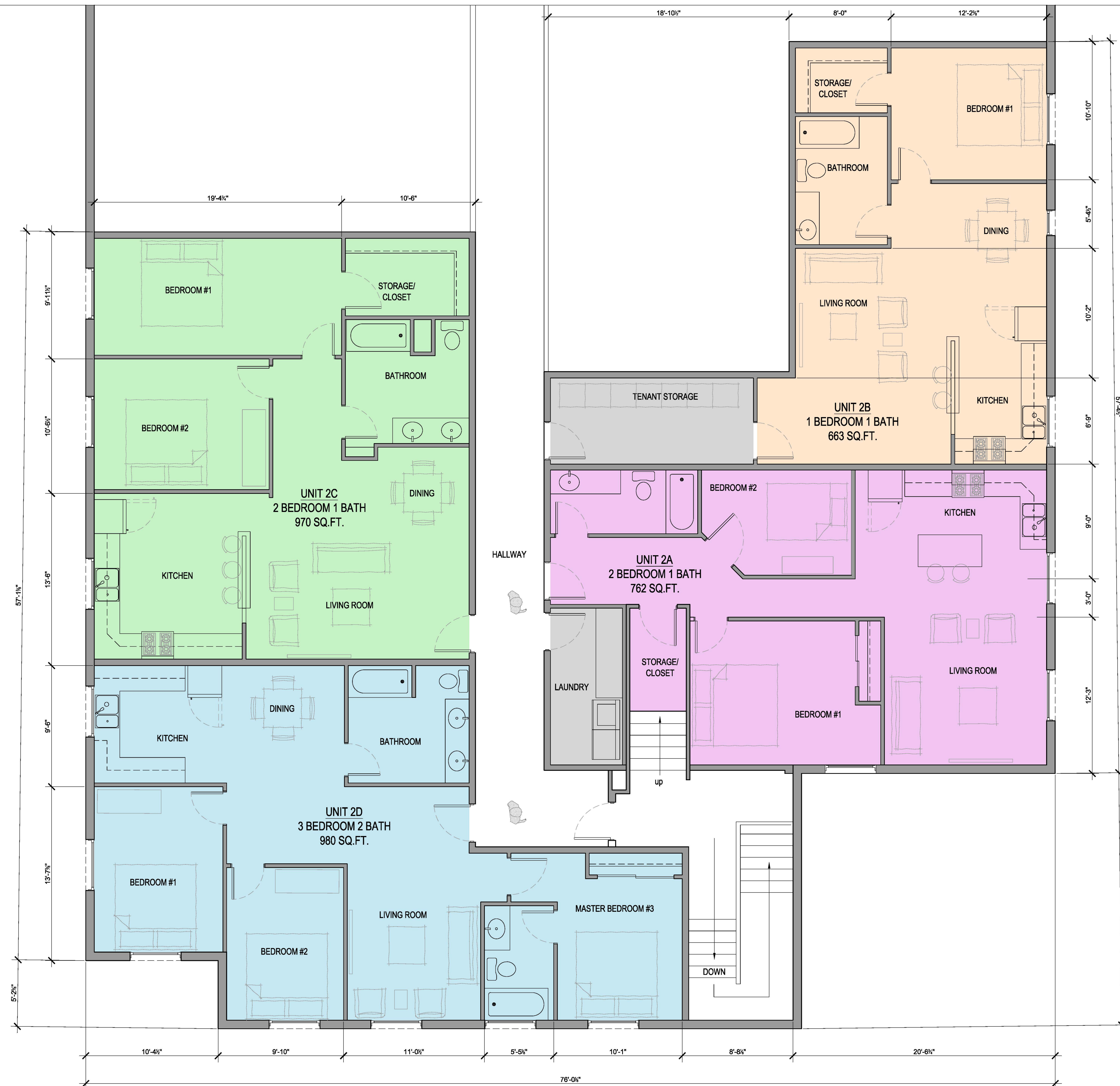
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Schematic Design

REV.	DATE	REMARK
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2	2.6.2020	SCHEMATIC PLANS
3	2.19.2020	PRE-DENSITY TRANSFER REVISIONS
4		
5		
6		
7		
8		
9		

SCHEMATIC  
FLOOR PLAN

**A1.3**



PROPOSED SCHEMATIC  
FLOOR PLAN -V2 (2 bedroom  
unit 2A)

1  
A1.3  
1/4" = 1'-0"

## John A. Miller

---

**From:** Jim Boeckel <jim@telluridefire.com>  
**Sent:** Tuesday, March 17, 2020 6:50 PM  
**To:** John A. Miller  
**Subject:** Re: Density Transfer and Rezone Referrals for 648AR (Prospect Plaza) and La Chamonix

John,

No objection to density transfer and rezone Lot 648 AR. Fire sprinkler and alarm system need to be modified/changed to meet code for remodel areas.

No objection to density transfer and rezoning of La Chamonix Unit C.

On Tue, Mar 17, 2020 at 4:22 PM John A. Miller <[JohnMiller@mtnvillage.org](mailto:JohnMiller@mtnvillage.org)> wrote:

Good afternoon everyone,

Sorry for the delay on this. Been a bit hectic getting set up for remote work but attached are two links for the following referrals.

1. Density Transfer and Rezone at Lot 648AR Prospect Plaza to convert approx. 3264 sqft of existing commercial space into employee apartments:  
[https://townofmountainvillage.com/site/assets/files/32592/density\\_transfer\\_rezone\\_application\\_648ar\\_prospect\\_plaza.pdf](https://townofmountainvillage.com/site/assets/files/32592/density_transfer_rezone_application_648ar_prospect_plaza.pdf)
2. Density Transfer and Rezone at La Chamonix Unit C to rezone from efficiency lodge to lodge. This one is pretty simple and is only a conversion of the zoning with no physical changes:  
[https://townofmountainvillage.com/site/assets/files/32593/density\\_transfer\\_rezone\\_60ra\\_la\\_chamonix\\_unit\\_c.pdf](https://townofmountainvillage.com/site/assets/files/32593/density_transfer_rezone_60ra_la_chamonix_unit_c.pdf)

I am pretty sure at this point these are going to get continued to the may DRB meeting based on the current environment. Let me know if you have any concerns related to either of these projects.

Thanks,

J

John A Miller III, CFM

Senior Planner

Planning & Development Services

Town of Mountain Village

455 Mountain Village Blvd, Suite A

## John A. Miller

---

**From:** Finn KJome  
**Sent:** Thursday, March 19, 2020 1:46 PM  
**To:** John A. Miller  
**Subject:** RE: Density Transfer and Rezone Referrals for 648AR (Prospect Plaza) and La Chamonix

Public Works has no concerns with these density transfers and rezones.  
Finn

---

**From:** John A. Miller <JohnMiller@mtnvillage.org>  
**Sent:** Tuesday, March 17, 2020 4:22 PM  
**To:** Finn KJome <FKJome@mtnvillage.org>; Steven LeHane <SLeHane@mtnvillage.org>; Jim Loebe <JLoebe@mtnvillage.org>; Chris Broady <CBroady@mtnvillage.org>; jim.telfire@montrose.net; jeremy@smpa.com; brien.gardner@blackhillscorp.com; kirby.bryant@centurylink.com; Forward jim.telluridefire.com <jim@telluridefire.com>  
**Subject:** Density Transfer and Rezone Referrals for 648AR (Prospect Plaza) and La Chamonix

Good afternoon everyone,

Sorry for the delay on this. Been a bit hectic getting set up for remote work but attached are two links for the following referrals.

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2. Density Transfer and Rezone at La Chamonix Unit C to rezone from efficiency lodge to lodge. This one is pretty simple and is only a conversion of the zoning with no physical changes:  
[https://townofmountainvillage.com/site/assets/files/32593/density\\_transfer\\_rezone\\_60ra\\_la\\_chamonix\\_unit\\_c.pdf](https://townofmountainvillage.com/site/assets/files/32593/density_transfer_rezone_60ra_la_chamonix_unit_c.pdf)

I am pretty sure at this point these are going to get continued to the may DRB meeting based on the current environment. Let me know if you have any concerns related to either of these projects.

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

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

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING: (1) REZONE OF 3,264 SQ.FT. OF COMMERCIAL ZONED SPACE INTO FOUR EMPLOYEE APARTMENTS, AND (2) DENSITY TRANSFER OF FOUR UNITS OF EMPLOYEE APARTMENT DENSITY FROM THE DENSITY BANK TO LOT 648AR.**

**RECITALS**

- A. Telluride Ski and Golf (“**Owner**”) has submitted to the Town: (1) a development application for a rezoning of a portion of Lot 648AR to rezone 3,264 square feet of commercially zoned office space into four employee apartments; and (2) density transfer application to transfer four units of employee apartment density from the density bank to Lot 648AR (“**Applications**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Telluride Ski and Golf is the owner of the commercial space in question at Lot 648AR and the associated development rights and density located within the Density Bank on Certificate Number 25.
- C. The proposed rezoning and density transfer is to transfer existing employee apartment density in the Density Bank and converting existing commercial space to four employee apartments, resulting in a rezoning of the same, pursuant to the requirements of the CDC.
- D. The Owner proposed to rezone the existing units from a commercial zoning designation to employee apartment zoning designations pursuant to the requirements of the CDC.
- E. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

<b>Lot</b>	<b>Acreage</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent per Actual Unit</b>	<b>Total Person Equivalent Density</b>
<b>Zoned Density</b>						
648AR	1.01	Multi-Family	Employee Condominium	6	3	18
			Condominium	1	3	3
			Commercial			
<b>Total Zoned Density:</b>				7		21
<b>Unbuilt Density</b>				0		0

- F. At a duly noticed public hearing held on October 1, 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 October 15, 2020, the Town Council Conducted a public hearing pursuant to the CDC and after receiving testimony and public comment, closed the hearing and approved this Ordinance on first reading and set a public hearing on November 19, 2020.
- H. At its regularly scheduled meeting held on November 19, 2020, the Town Council conducted a public hearing on this Ordinance, pursuant to the Town Charter and after receiving testimony and public comment, closed the hearing and approved the Applications and this Ordinance on second reading.

I. This Ordinance rezones Lots 648AR as follows:

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
<b>Zoned Density</b>						
648AR	1.01	Multi-Family	Employee Condominium	6	3	18
			Condominium	1	3	3
			Employee Apartment	4	3	12
			Commercial			
<b>Total Zoned Density:</b>				11		33
<b>Unbuilt Density</b>				0		0

J. This Ordinance approves a density transfer and rezone converting 3,264 square feet of existing commercial zoned space into four employee apartment units.

K. The meeting held on November 19, 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.

L. 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.

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



### Density Transfer Findings

1. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application
2. The density transfer meets the density transfer and density bank policies.
3. The proposed density transfer meets all applicable Town regulations and standards.

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

1. The owner of record of density shall be responsible for all dues, fees, and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.
2. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.
3. Prior to the issuance of any Building permit for the conversion of the commercial space to employee apartments, 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, including but not limited to applicable fire codes.
4. 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.
5. The Lot list shall be updated to reflect four employee apartments assigned to Lot 648AR.
6. The applicant shall submit a condominium map amendment to the Town for review and approval, showing the final square footage and configuration of the new employee apartment units at Prospect Plaza.
7. A Town of Mountain Village Deed Restriction shall be executed concurrently with the Ordinance and recorded concurrently for the newly created employee apartments.

### **Section 1. Effect on Zoning Designations**

This Ordinance changes the zoning designations of specific units located at Lot 648AR as well as transfers Employee Apartment density from the Density Bank to Lot 648AR

**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 \_\_\_\_\_ following public hearing and approval by Council on second reading.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 19<sup>th</sup> day of November 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 15<sup>th</sup> day of October 2020.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 19<sup>th</sup> day of November 2020**

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

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

ATTEST:

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

Approved as To Form:

---

Paul Wisor, Town Attorney

I, Susan Johnston, 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.

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

(SEAL)



**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:** Town Council Meeting, November 19, 2020, *continued from the October 15, 2020 regular Town Council meeting*

**DATE:** November 6, 2020

**RE:** First Reading, on an Ordinance approving a density transfer and rezone application located at Lot 37, Columbia Place Condominiums, to rezone Units 5-12 from a Hotel Efficiency zoning designation to a Lodge zoning designation; pursuant to Community Development Code Sections 17.4.9 & 17.4.10. and to request the Town Clerk to set a public hearing for December 10, 2020.

**PROJECT GEOGRAPHY**

**Legal Description:** *Condominium Units 5,6,7,8,9,10,11,12 Columbia Place Condominiums Phase 1 Lot 37*

**Address:** 562 Mountain Village Blvd

**Owner:** Multiple Owners (see applicant narrative and planning file)

**Zoning:** Village Center

**Existing Use:** Hotel Efficiency

**Proposed Use:** Lodge

**Adjacent Land Uses:**

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

**ATTACHMENTS**

- Exhibit A: Applicant's narrative
- Exhibit B: Floor plans
- Exhibit C: Square Footage of Units
- Exhibit D: Ordinance



**CASE SUMMARY:**

Robert Stenhammer (Applicant), acting on behalf of the Owners of Units 5, 6, 7, 8, 9, 10, 11, and 12 at Columbia Place Condominiums, Lot 37, is requesting to rezone the eight residential units listed above from Hotel Efficiency zoning designations to a Lodge zoning designations. In order to accomplish this request, the units in question must meet the rezoning criteria and must fit within the definition of a Lodge zoning designation unit per the Community Development Code (CDC).



A lodge unit is defined as a two-room space plus a mezzanine with up to two separate baths and a full kitchen.

**COLUMBIA PLACE (LOT 37) HISTORY**

Zoning Designation History of Columbia Place:

Columbia Place was established prior to the Mountain Village's incorporation, in 1987 through a replat of Lot 37, 38, Tract OS-3 and Tract OS-3C (Reception No. 247761) and then a subsequent condominium platting process. This replat increased the size of Lot 37 slightly, but also rezoned Lot 37 and 38 as follows:

<u>Lot</u>	<u>Previous Size</u>	<u>New Size Per this Plat</u>
37	3375 sq. ft.	4214 sq.ft.
38	7188 sq. ft.	8893 sq.ft.

<u>Lot</u>	<u>Previous Use</u>	<u>New Use per this Replat</u>	<u>Population #'s</u>
37	5 Condominium Units	8 Hotel Efficiency Units	16
38	10 Condominium Units	14 Hotel Efficiency Units	28

Columbia Place's Condominium Map and Declarations were recorded under a Subdivision Exemption granted by the San Miguel County Commission in 1988 (Reception No. 253008). The 1988 Condo Map describes two commercial units and eight residential units as documented below. There is no mention of allocated parking in the original subdivision exemption and rather implies the use of surface parking. There were no parking requirements at the time of the development approvals for Columbia Place and in fact the MV Center was at the time considered to be a pedestrian village; thus, no parking was required or constructed purposefully.

TOTAL AREAS	
UNIT	CLEAR AREA IN SQUARE FEET
COMMERCIAL UNIT A	3674.1
COMMERCIAL UNIT B	3594.1
RESIDENTIAL UNIT 5	1115.7
RESIDENTIAL UNIT 6	692.9
RESIDENTIAL UNIT 7	844.5
RESIDENTIAL UNIT 8	671.3
RESIDENTIAL UNIT 9	859.5
RESIDENTIAL UNIT 10	682.4
RESIDENTIAL UNIT 11	870.0
RESIDENTIAL UNIT 12	689.6

## Zoning

Under the current CDC provisions a Hotel Efficiency zoning designation is defined as “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.”

*Note: Hotel Efficiency is one of the early zoning designations defined by the County and adopted by the Town of Mountain Village when incorporated. Anecdotally, Columbia Place constitutes one of the only instances of Hotel Efficiency units built in the Mountain Village, while 21 units are unbuilt and platted or in the density bank and unassigned. This zoning designation is typically for short term rental accommodations, has restrictions of the overall features of the kitchen, and requires 2 units of density. With the evolution of zoning designations, we believe there is no compelling reason for anyone to build hotel efficiencies in the future when you can build a lodge unit with use flexibility, less density, and the same parking and size requirements*

A Lodge zoning designation is defined as “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”.

*Note: This zoning designation has no restriction of length of accommodations and can be used as a full-time dwelling unit. There are no restrictions on kitchen features and requires 0.75 units of density. Each unit requires 0.5 parking spaces.*

## **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;

*Columbia Place is contemplated for redevelopment as Parcel H in the Mountain Village Comprehensive Plan. As part of the plan, Parcel H directs the town to “encourage redevelopment of the [condos] to provide hotbeds”, as well as requiring commercial first level storefronts, and pedestrian connections.*

*Although the Comprehensive Plan’s vision for redevelopment indicates redevelopment into hotbeds, the applicants are not proposing redevelopment but rather bringing their unit type into compliance with their existing use voluntarily. No building permits will be needed as part of the rezone and density transfer process because there are no unit changes needed or contemplated with this application.*

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

*The Zoning and Land Use Regulations allow for a rezone from hotel efficiency units to lodge units provided these criteria are met and the unit meets the definition*

*of a lodge unit. The Village Center Zoning allows for broad uses including lodge units. The units in question exceed the required density necessary as they all have 2 units of density and meet the definition of a lodge given their floorplans. Each owner will have excess density that will be placed in the density bank should Town Council approve the density transfer and rezone application. Should the board determine that this is approvable as it relates to meeting the definition of a lodge unit appropriate, then these criteria can be met. These criteria can only be met if the parking or in lieu parking payment requirement has been met.*

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

*The Comprehensive Plan project standards for Columbia Place are based on the redevelopment of Parcel H. 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 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 and hotel efficiency zoning designations.*

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

*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

*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 the parking variance is obtained, and the additional density is transferred into the density bank. Staff is requesting that any approval condition that requisite density has been transferred prior to the recordation of the associated ordinance rezoning the units.*

#### 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.

*Provided the variance for parking is approved, these criteria would be met, noting that Units 5 & 8 currently meet the parking requirement.*

**DESIGN REVIEW BOARD RECOMMENDATION:** The Design Review Board reviewed the application for the rezone and density transfer and variance request for Lot 37 concurrently at their September 3, 2020, Regular Meeting, and voted 4-2 to recommend Town Council approval of the item. The dissenting DRB Members took issue with the lack of parking as required by the CDC.

#### **STAFF ANALYSIS**

The existing configuration of the eight residential units currently meets the definition of a lodge unit per the CDC. The applicants have a total of 16 person-equivalent density units cumulatively and are only required to have a total of 6-person equivalent density units for the proposed rezone. There are no on-site property management services or other amenities that would indicate accommodations use like a hotel. Columbia Place is identified in the Comprehensive Plan as noted within this memo, and Town Council must determine if failure to meet these redevelopment standards would limit the ability to approve this request. Otherwise, this application meets the Town criteria for a rezone application.

Staff recommends the Council consider the development timeline of Lot 37 in relation to the requested parking variance and determine if the requests for a density transfer and rezone of Units 5 – 12 are appropriate. If it is determined that the parking variance is not appropriate, it should be noted that Units 5 & 8 have purchased parking for their respective units within other parking areas in the Mountain Village and the rezoning of these units could otherwise be approved absent of the approvals for Units 6, 7, 9, 10, and 11.

Staff has provided motions on the following page for the Town Council. Motions could be modified by Council based on the staff analysis above.

## **RECOMMENDED MOTIONS:**

### **Option #1) Motion of Denial for the units that have not met the parking requirement:**

*I move to deny the rezone and density transfer application for Lot 37, Columbia Place, Units 6, 7, 9, 10, 11, and 12 to rezone from a hotel efficiency zoning designation to lodge zoning designation with the following findings as noted in the staff report of record dated November 6, 2020 and to request planning staff to draft a resolution of denial with the following findings;*

#### *Findings:*

1. *Town Council has determined the application does not meet the requirements of the CDC.*

### ***If denied based upon the parking requirements not being met, staff recommends the following motion of approval for those units that meet the parking requirement:***

*I move to approve, on first reading of an ordinance a density transfer and rezone located at Lot 37, Columbia Place Condominiums, to rezone Units 5 & 8 from a Hotel Efficiency zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated November 6, 2020 and to request the town clerk to set a public hearing for December 10, 2020.*

#### *Findings:*

1. *The parking requirement is met consistent with the CDC.*
2. *Town Council must determine if the Comprehensive Plan standards for redevelopment apply to this request. If they determine they do not, then this application will meet all requirements of the CDC.*

#### *Conditions:*

1. *The applicants should work with the Columbia Place HOA to update the declarations to recognize Units 5 and 8 as Lodge units.*
2. *The Lot list shall be updated to reflect the rezone from two hotel efficiency units to two lodge units.*
3. *The applicant shall demonstrate the remaining unused density has been transferred into the Town Density Bank prior to recording the associated ordinance rezoning the units from hotel efficiency to lodge units.*

*This motion is based on the findings and conditions as noted in the staff report of record dated November 6, 2020, with notice of such hearing as required by the Community Development Code.*

### **Option #2) Motion of Approval for all units 5-12:**

*I move to approve, on first reading of an Ordinance a density transfer and rezone located at Lot 37, Columbia Place Condominiums, to rezone Units 5-12 from a Hotel Efficiency zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated November 6, 2020 and to request the Town Clerk to set a public hearing for December 10, 2020.*

*Findings:*

- 1. If Town Council determines the variance request meets the requirements of the CDC, then the parking requirement for Unit 6, 7, 9, 10, 11, and 12 will be met. If the Variance is denied, the applicant can satisfy the parking requirement consistent with the CDC requirements.*
- 2. Town Council must determine if the Comprehensive Plan standards for redevelopment apply to this request. If they determine they do not, then this application will meet all requirements of the CDC.*

*Conditions:*

- 1. The applicants should work with the Columbia Place HOA to update the declarations to recognize Units 5, 6, 7, 8, 9, 10, 11, and 12 as Lodge units.*
- 2. The Lot list shall be updated to reflect the rezone from eight hotel efficiency units to eight lodge units.*
- 3. The applicant shall demonstrate the remaining unused density has been transferred into the Town Density Bank prior to recording the associated ordinance rezoning the units from hotel efficiency to lodge units.*

*This motion is based on the findings and conditions as noted in the staff report of record dated November 6, 2020 with notice of such hearing as required by the Community Development Code.*

*/jjm*





# REZONING/DENSITY TRANSFER APPLICATION

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

Revised 2.26.18

REZONING/DENSITY TRANSFER APPLICATION			
APPLICANT INFORMATION			
<b>Name:</b> Robert Stenhammer		<b>E-mail Address:</b> robert@telluriderealestates.com	
<b>Mailing Address:</b> TREC - 567 Mountain Village Blvd #106A		<b>Phone:</b> 970-708-7771	
<b>City:</b> Mountain Village	<b>State:</b> CO	<b>Zip Code:</b> 81435	
<b>Mountain Village Business License Number:</b> 000387			
PROPERTY INFORMATION			
<b>Physical Address:</b> Columbia Place Condominiums		<b>Acreage:</b>	
<b>Zone District:</b> Village Center	<b>Zoning Designations:</b> Hotel Efficiency	<b>Density Assigned to the Lot or Site:</b> 16 Person Equivalent	
<b>Legal Description:</b> Units 5,6,7,8,9,10,11,12 COLUMBIA PLACE CONDOMINIUMS PHASE I LOT 37			
<b>Existing Land Uses:</b> Hotel Efficiency Units			
<b>Proposed Land Uses:</b> Lodge Units			
OWNER INFORMATION			
<b>Property Owner:</b> See Exhibit A for Owners Information		<b>E-mail Address:</b>	
<b>Mailing Address:</b>		<b>Phone:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
DESCRIPTION OF REQUEST			
Request to re-zone all 8 of Columbia Place properties from Hotel Efficiency Units to Lodge Units. Additionally, 6 of the 8 Units are requesting parking variances.			

## Columbia Place Re-Zone Application – Hotel Efficiency to Lodge Unit Narrative

### Background

The Town of Mountain Village recent changes and definition improvements of the Community Development Code (CDC) relating to zoning designations has caused the Columbia Place HOA and all 8 of its condominium owners to pursue this re-zone in unanimity. The CDC defines a maximum 29-night consecutive usage limit and states that Hotel Efficiency units not be used a primary residence. These recent zoning clarifications are a property restriction that reduces property values and much needed long-term housing. Thus, the Columbia Place HOA and owners thank you for your consideration of this re-zone application.

### Re-zone Criteria for Columbia Place

The proposed rezoning is in general conformance with the goals, policies, provisions, and standards of the Comprehensive Plan:

- Section 8 in the Mountain Village Center Sub-Area Plan included in the Comprehensive Plan references *“Encourage the redevelopment of Columbia Place Condos to provide hotbeds as envisioned by the Comprehensive Plan”*. However, it seems a discussion about re-development of Columbia Place seems frivolous in light of the Village Center vacant land still available for original development. These lots ripe for new development include 161-CR, Lot 30, Lot 27A/32, and Lot 109R. A re-development of Columbia Place would also take a 100% owner vote; for which there is no appetite by the owners to do so.
- The hotbed reference in the Comprehensive Plan was also done so at a time before the proliferation of the vacation rental industry. Hotbeds as referenced in the Comprehensive Plan are relating to properties with hotel-like amenities; of which there are none at Columbia Place. Today there are 437 unique properties with capacity from 2 people condominiums to 25 people single family homes. There properties are the new hotbeds for Mountain Village

The proposed rezoning is consistent with the Zoning and Land Use Regulations:

- The Columbia Place Hotel Efficiency units have 2-person density equivalent. The re-zone to Lodge is .75-person density equivalent. Thus, each unit owner will have an extra 1.25 units of density. These units of density require TMVOA dues to continue to be paid on them. My recommendation is to transfer all the remaining units of density ( $1.25 \times 8 = 10$ -person equivalent of density) to the Columbia Place HOA to hold as an asset as the density is currently not in demand - but may be valuable at a future date.
- Lodge Unit Criteria:
  - Two room spaces plus a mezzanine – All 8 units meet this criteria
  - Up to two separate baths – All 8 units meet this criteria
  - A full kitchen – All 8 units meet this criteria
  - No Hotel Like Amenities – Columbia Place has zero Hotel like amenities
  - .5 Parking Spaces per Unit – There is no and never has been any deeded parking spaces available for Columbia Place since the project was built without any parking. Additionally, a parking variance for Columbia Place was given previously by the Town. 2

of the 8 owners have acquired separate deeded parking spaces (not attached to Columbia Place) at significant expense.

**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 re-zone of Columbia Place from Hotel Efficiency to Lodge Unit with the parking variance is the highest and best use of the property from a property value, property usage and constituent property rights.
- There are no health or safety concerns.

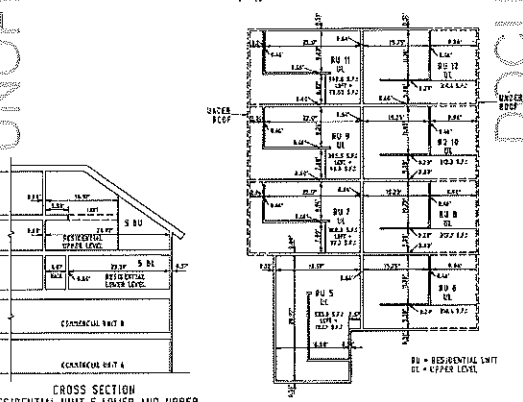
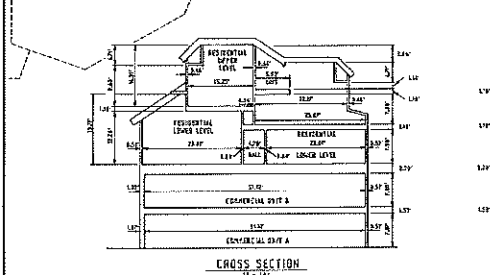
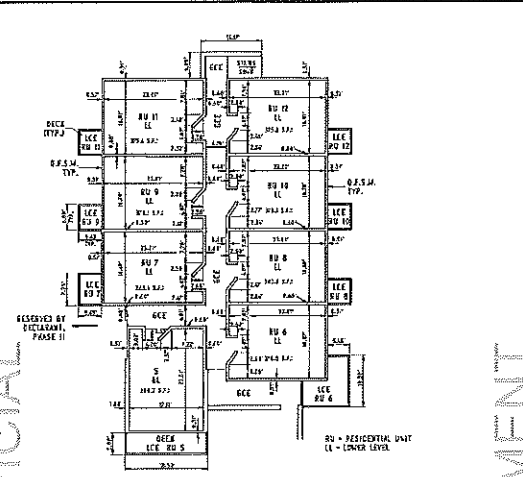
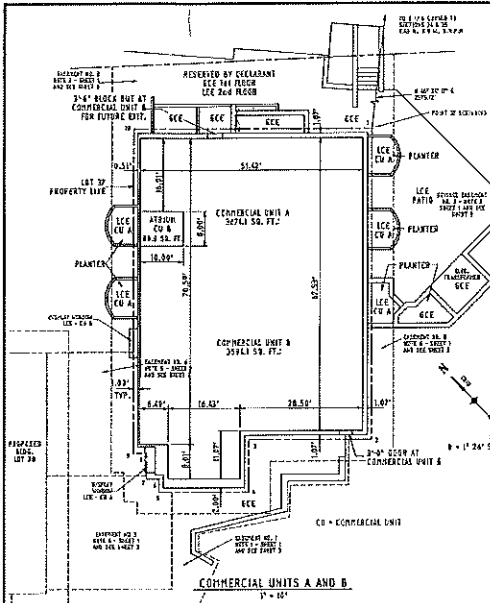
**The applicant is submitting appropriate documentation:**

- Application
- Narrative
- Parking Variance
- Plat Map and Floor Plans
- Deeds

#### **Columbia Place Condo Summary**

- 8 total units owned by 8 separate owners – all of which wish to re-zone to Lodge Unit.
- 2 units are owner occupied.
- 5 units are short term rented generating valuable sales tax and overnight parking revenue.
- 2 of 8 units have owner purchased “after market” parking spaces. The other 6 are requesting a parking variance.





CROSS SECTION  
RESIDENTIAL UNIT 5 LOWER AND UPPER  
AND COMMERCIAL UNITS A AND B  
1" = 10'

**Donor's Certificate**

KNOW ALL MEN BY THESE PRESENTS, That Columbia Place, a Colorado Limited Partnership in the ownership of the 33, Tallahassee Mountain Village, Phase I and B, by these presents acknowledged the same into condominium units as shown on this map of Phase I under the name and style of COLUMBIA PLACE CONDOMINIUMS - PHASE I - LOT 37.

Lot 37 of Tallahassee Mountain Village, Phase I is located in the NE 1/4 of Section 3, T.42N., R.10W., M.P.2N., County of San Miguel, State of Colorado and is more fully described as follows as recorded:

1. Beginning at the southerly corner of Lot 37, whence the South 178 runs to Section 34 and 25, T.42N., R.10W., M.P.2N., back N 62° 21' 07" E, 2525.02 feet;
2. Thence S 29° 06' 00" W, 71.56 feet;
3. Thence S 51° 02' 00" W, 28.50 feet;
4. Thence S 37° 04' 00" W, 12.50 feet;
5. Thence N 51° 04' 00" E, 23.50 feet;
6. Thence N 37° 04' 00" E, 2.83 feet;
7. Thence S 51° 04' 00" W, 3.00 feet;
8. Thence N 37° 04' 00" E, 6.87 feet;
9. Thence W 51° 04' 00" E, 3.00 feet;
10. Thence S 37° 04' 00" E, 74.00 feet;
11. Thence S 51° 04' 00" E, 55.00 feet to the Point of Beginning.

Lot 37 as described above contains 0.237 acres more or less.

Columbia Place, a Colorado Limited Partnership  
By: *Wallace E. Beale*  
Wallace E. Beale, General Partner

State of Colorado )  
County of San Miguel )

Subscribed and sworn to before me, the undersigned officer on this 28th day of January, 1988, by the said Donor, Wallace E. Beale, General Partner, Columbia Place, a Colorado Limited Partnership.

Witness my hand and official seal:  
My commission expires: 3/1/92

*Charles Roy Clapp*  
Notary Public for the State of Colorado

**Surveyor's Certificate**

I, Wallace E. Beale, a Professional Land Surveyor, do hereby certify that the map of Columbia Place Condominiums - Phase I - Lot 37 shown herein was prepared by myself and the survey from which it was prepared was made by me or under my direct supervision and that all things are true and correct to the best of my knowledge and belief.

In witness whereof, I hereunto set my hand and seal this 28th day of January, 1988.

*Wallace E. Beale*  
Wallace E. Beale

Notary: According to Chapter 10-101, C.R.S., the undersigned has been duly sworn and qualified as a Notary Public for the State of Colorado and is duly sworn and qualified to perform the duties of a Notary Public for the State of Colorado.

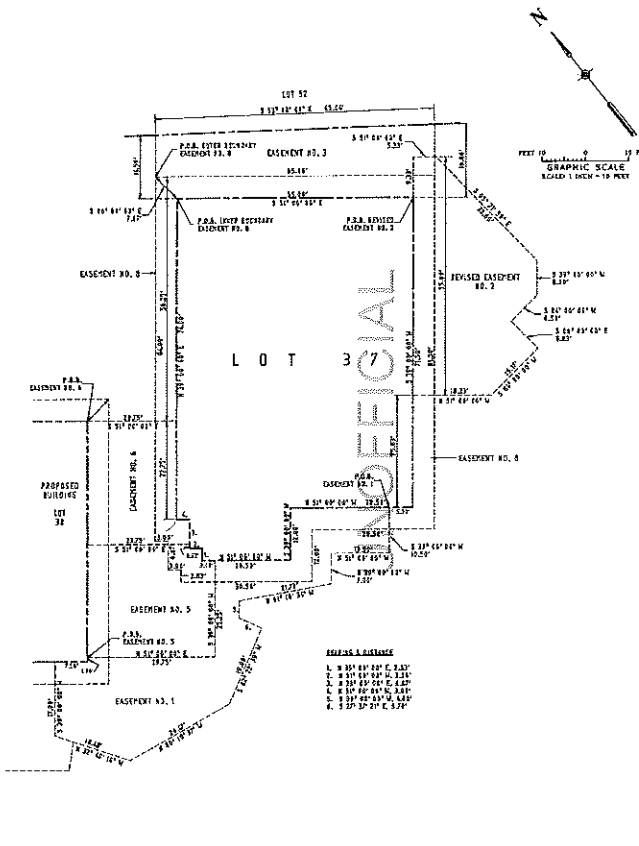
DESIGNED BY:	DATE:
CHECKED BY:	DATE:

**BANNER**  
ENGINEERING & ARCHITECTURE  
2222 DONIPHAN BLVD. SUITE 100 DENVER, CO 80202  
303.733.2222  
FAX: 303.733.2222

REVISION	DATE	DESCRIPTION	BY	CHKD

COLUMBIA PLACE LIMITED PARTNERSHIP  
MAP OF  
COLUMBIA PLACE CONDOMINIUMS - PHASE I - LOT 37  
TALLAHASSEE MOUNTAIN VILLAGE, PHASE I  
SAN MIGUEL COUNTY, COLORADO

TITLEBLOCK	SCALE:	DATE:
	1" = 10'	1-21-88
SHEET NO.:	2 of 3	



**DESCRIPTION OF EASEMENTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.**

DRAWN BY: R.A.C.	REVISIONS: DATE: FOR	<b>BANNER</b> BANNER ASSOCIATES, INC. - CONSULTING ENGINEERS AND ARCHITECTS 2124 PIONEER AVENUE, SUITE 100 • DENVER, COLORADO 80202 • (303) 733-7242 2552 MAIN • SUITE 4 • DENVER, COLORADO • (303) 733-3441	REVISION: DATE:	DESCRIPTION:	BY:	CHECK:	COLUMBIA PLACE LIMITED PARTNERSHIP	TELLURIDE, COLORADO	SCALE: 1" = 10'	JOB NO.: 8127-54	DATE: 1-21-88
DESIGNED BY: U.F.B.	REVISIONS: DATE: FOR BANNER ASSOCIATES, INC.		REVISION: DATE:	DESCRIPTION:	BY:	CHECK:	MAP OF COLUMBIA PLACE CONDORINIUMS - PHASE I - LOT 37 TELLURIDE MOUNTAIN VILLAGE, PLUNG I SAN JUAN COUNTY, COLORADO	SHEET NO.: 3 of 3			



EXHIBIT B  
SHARING RATIOS

TOTAL AREAS		SHARING RATIO
<u>Unit</u>	<u>Clear area in square feet</u>	<u>% per unit</u>
Commercial Unit A	3674.1	26.85 <i>26.85</i>
Commercial Unit B	3594.1	26.24 <i>26.24</i>
Residential Unit 5	1115.7	8.14 <i>8.14</i>
Residential Unit 6	692.9	5.06
Residential Unit 7	844.5	6.16 <i>6.16</i>
Residential Unit 8	671.3	4.92 <i>4.90</i>
Residential Unit 9	859.5	6.72 <i>6.72</i>
Residential Unit 10	682.4	4.98
Residential Unit 11	870.0	6.35
Residential Unit 12	689.6	5.03
Total Square Feet	13,694.1	100.00%

16

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

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER FOR LOT 37, COLUMBIA PLACE CONDOMINIUMS, UNITS 5, 6, 7, 8, 9, 10, 11, AND 12 – REZONING FROM EIGHT HOTEL EFFICIENCY ZONING DESIGNATION UNITS TO EIGHT LODGE ZONING DESIGNATION UNITS AND TRANSFERRING RESULTING EXCESS DENSITY TO THE DENSITY BANK.**

**RECITALS**

- A. Robert Stenhammer (“**Applicant**”), acting on behalf of the owners of Units 5, 6, 7, 8, 9, 10, 11, and 12 (“**Owners**”) has submitted to the Town: (1) a rezoning and density transfer development application for a rezone of Units 5, 6, 7, 8, 9, 10, 11, and 12, Columbia Place Condominiums (Lot 37) from eight Hotel Efficiency units to eight Lodge Units (“**Application**”), pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Contemporaneously with the Application, Applicant submitted an application on behalf of the owners of Units 6, 7, 9, 10, 11 and 12 requesting a variance from the CDC parking requirements for Lodge Units (“**Variance**”).
- C. The proposed rezoning is to rezone eight Hotel Efficiency units into eight Lodge Units pursuant to the requirements of the CDC at Section 17.4.9.
- D. In order to rezone Units 5, 6, 7, 8, 9, 10, 11, 12, the owners of these units will need to transfer resulting excess density into the density bank prior to recordation of this Ordinance in accordance with Section 17.4.10 of the CDC.
- E. In order to rezone Units 6, 7, 9, 10, 11, and 12, the owners of these units would need to meet the parking requirement of 0.5 parking spaces per unit. Town Council will separately consider Resolution No. 2020-\_\_\_\_\_ at its duly noticed November 19, 2020, meeting to potentially grant the Variance such that these Unit owners do not have to meet the parking requirements for Lodge Units.
- 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:

<b>Lot</b>	<b>Acreage</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent per Actual Unit</b>	<b>Total Person Equivalent Density</b>
<b>Zoned Density</b>						
37	4,214 sq. ft.	Village Center	Efficiency Hotel	8	2	16
			Commercial			
<b>Total Zoned Density:</b>				8		16
<b>Unbuilt Density</b>				0		0

- G. At a duly noticed public hearing held on September 3, 2020, the DRB considered the Application, testimony and public comment and recommended to the Town Council that the Application be approved with conditions pursuant to the requirement of the CDC.

- H. At its regularly scheduled meeting held on November 19, 2020, the Town Council Conducted a public hearing pursuant to the CDC and after receiving testimony and public comment, closed the hearing and approved this Ordinance on first reading and set a public hearing on December 10, 2020.
- I. At its regularly scheduled meeting held on December 10, 2020, the Town Council conducted a public hearing on this Ordinance, pursuant to the Town Charter and after receiving testimony and public comment, closed the hearing and approved the Applications and this Ordinance on second reading.

J. This Ordinance rezones Lots 37 as follows:

<b>Lot</b>	<b>Acreage</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent per Actual Unit</b>	<b>Total Person Equivalent Density</b>
<b>Zoned Density</b>						
37	4,214 sq. ft.	Village Center	Lodge	8	.75	6
			Commercial			
<b>Total Zoned Density:</b>				8		6
Excess Density to Bank				0		10

- K. This Ordinance approves a density transfer and rezone converting eight Hotel Efficiency units to eight Lodge Units. Commercial space remains unchanged.
- L. The meeting held on December 10, 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.
- M. 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 with the approval of the Variance from the parking requirements for Units 7, 9, 10, 11 and 12.

N. 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. If Town Council determines the variance request meets the requirements of the CDC, then the parking requirement for Unit 6, 7, 9, 10, 11, and 12 will be met. If the Variance is denied, the applicant can satisfy the parking requirement consistent with the CDC requirements.
2. The Comprehensive Plan standards for redevelopment do not apply to this request; therefore, the Application meets all requirements of the CDC.

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

1. The applicants should work with the Columbia Place HOA to update the declarations to recognize Units 5, 6, 7, 8, 9, 10, 11, and 12 as Lodge Units and recorded amended plats thereof as necessary to reflect the rezoning.
2. The Lot list shall be updated to reflect the rezone from eight hotel efficiency units to eight Lodge Units.
3. The applicant shall demonstrate the remaining unused density has been transferred into the Town Density Bank prior to recording the associated ordinance rezoning the units from Hotel Efficiency to Lodge Units.

#### **Section 1. Effect on Zoning Designations**

- A. This Resolution does not change any other zoning designation on the Properties it only affects Units 5, 6, 7, 8, 9, 10, 11, and 12.

#### **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 \_\_\_\_\_ following public hearing and approval by Council on second reading.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 10<sup>th</sup> day of December 2020 via virtual Zoom meeting.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 19<sup>th</sup> day of November 2020.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 10th day of December 2020**

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

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

ATTEST:

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

Approved as To Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney

I, Susan Johnston, 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 via virtual Zoom meeting, on November 19, 2020, by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
Dan Caton, 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 via virtual Zoom meeting, on December 10, 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:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
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.

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

(SEAL)



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

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER FOR LOT 37, COLUMBIA PLACE CONDOMINIUMS, UNITS 5 AND 8 – REZONING FROM TWO HOTEL EFFICIENCY ZONING DESIGNATION UNITS TO TWO LODGE ZONING DESIGNATION UNITS AND TRANSFERRING RESULTING EXCESS DENISTY TO THE DENSITY BANK.**

**RECITALS**

- A. Robert Stenhammer (“**Applicant**”), acting on behalf of the owners of Units 5 and 8 (“**Owners**”) has submitted to the Town: (1) a rezoning and density transfer development application for a rezone of Units 5 and 8, Columbia Place Condominiums (Lot 37) from two Hotel Efficiency units to two Lodge Units (“**Application**”), pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. The proposed rezoning is to rezone two Hotel Efficiency units into two Lodge Units pursuant to the requirements of the CDC at Section 17.4.9.
- C. In order to rezone Units 5 and 8 the owners of these units will need to transfer resulting excess density into the density bank prior to recordation of this Ordinance in accordance with Section 17.4.10 of the CDC.
- D. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

<b>Lot</b>	<b>Acreage</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent per Actual Unit</b>	<b>Total Person Equivalent Density</b>
<b>Zoned Density</b>						
37	4,214 sq. ft.	Village Center	Hotel Efficiency	8	2	16
			Commercial			
<b>Total Zoned Density:</b>				8		16
<b>Unbuilt Density</b>				0		0

- E. At a duly noticed public hearing held on September 3, 2020, the DRB considered the Application, testimony and public comment and recommended to the Town Council that the Application be approved with conditions pursuant to the requirement of the CDC.
- F. At its regularly scheduled meeting held November 19, 2020, the Town Council Conducted a public hearing pursuant to the CDC and after receiving testimony and public comment, closed the hearing and approved this Ordinance on first reading and set a public hearing on November 19, 2020.
- G. At its regularly scheduled meeting held on December 10 2020, the Town Council conducted a public hearing on this Ordinance, pursuant to the Town Charter and after receiving testimony and public comment, closed the hearing and approved the Applications and this Ordinance on second reading.

H. This Ordinance rezones Lots 37 as follows:

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
<b>Zoned Density</b>						
37	4,214 sq. ft.	Village Center	Lodge	2	.75	1.5
			Hotel Efficiency	6	2	12
			Commercial			
<b>Total Zoned Density:</b>				8		13.5
Excess Density to Bank				0		2.5

- I. This Ordinance approves a density transfer and rezone converting two Hotel Efficiency units to two Lodge Units. Remaining Hotel Efficiency and Commercial space remains unchanged.
- J. The meeting held on December 10, 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.
- 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 with the approval of the Variance from the parking requirements for Units 7, 9, 10, 11 and 12.
- 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. The parking requirements for Units 5 and 8 as listed in the CDC have been met. Each unit has 1 space.
2. The Comprehensive Plan standards for redevelopment do not apply to this request; therefore, the Application meets all requirements of the CDC..

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

1. The applicants should work with the Columbia Place HOA to update the declarations to recognize Units 5 and 8 as Lodge Units and recorded amended plats thereof as necessary to reflect the rezoning.
2. The Lot list shall be updated to reflect the rezone from two hotel efficiency units to two Lodge Units.
3. The applicant shall demonstrate the remaining unused density has been transferred into the Town Density Bank prior to recording the associated ordinance rezoning the units from Hotel Efficiency to Lodge Units.

#### **Section 1. Effect on Zoning Designations**

- A. This Resolution does not change any other zoning designation on the Properties it only affects Units 5 and 8.

#### **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 \_\_\_\_\_ following public hearing and approval by Council on second reading.

#### **Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 10<sup>th</sup> day of December 2020 by virtual zoom meeting.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 19<sup>th</sup> day of November 2020.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 10th day of December 2020**

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

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

ATTEST:

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

Approved as To Form:

\_\_\_\_\_  
Paul Wisor, Town Attorney

I, Susan Johnston, 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 via Zoom virtual meeting, Colorado, on November 19, 2020, by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
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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 via virtual Zoom meeting, on December 10, 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:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
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.

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

(SEAL)



**Agenda Item No. 21  
PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**TO:** Mountain Village Town Council

**FROM:** John Miller, Senior Planner

**FOR:** Town Council Meeting, November 19, 2020, *continued from the October 15, 2020 Town Council meeting*

**DATE:** November 6, 2020

**RE:** Consideration of a Resolution Regarding a Variance to CDC Parking Requirements at Lot 37, Columbia Place Condominiums, to waive parking requirements for Units 6, 7, 9, 10, 11, and 12 (Equivalent of 3 Parking Spaces).

**PROJECT GEOGRAPHY**

**Legal Description:** *Condominium Units 6,7,9,10,11,12 Columbia Place Condominiums Phase 1 Lot 37*

**Address:** 562 Mountain Village Blvd

**Owner:** Multiple Owners (see applicant narrative and planning file)

**Zoning:** Village Center

**Existing Use:** Hotel Efficiency

**Proposed Use:** Lodge

**Adjacent Land Uses:**

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

**ATTACHMENTS**

- Exhibit A: Applicant's narrative
- Exhibit B: Resolution



**CASE SUMMARY:**

Robert Stenhammer (Applicant), acting on behalf of the Owners of Units 6, 7, 9, 10, 11, and 12 at Columbia Place Condominiums, Lot 37, is requesting a Variance to the CDC, Section 17.5.8: Parking Regulations. Approval of the Variance request would allow for the units listed above 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 Units 6, 7, 9, 10, 11, and 12 can be approved, with a condition that the applicant satisfy the .5 parking space requirement.

In order to determine the appropriateness of this request, 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.

### **COLUMBIA PLACE (LOT 37) HISTORY**

Columbia Place's Condominium Map and Declarations were recorded under a Subdivision Exemption granted by the San Miguel County Board of County Commissioners in 1988 (Reception No. 253008) ("1988 Condo Map"). The 1988 Condo Map describes two commercial units and eight residential units as documented below. There is no mention of allocated parking in the original subdivision exemption and the use of surface parking is implied. There were no parking requirements at the time of the development approvals for Columbia Place and in fact, the MV Center was at the time considered to be a pedestrian village; thus, no parking was required or constructed purposefully.

#### **Parking History of Columbia Place:**

As documented above, there has never been any deeded parking associated with the Residential or Commercial Condominium units at Columbia Place. Because a rezone application (Agenda Item 13) requires that the application conform with current land use and zoning regulations, a rezone to a lodge unit requires that the applicants meet the parking requirement of .5 parking spaces per unit, or otherwise obtain a variance to parking requirements to meet this requirement.

It should be noted that two of the eight residential units (Units 5 and 8) have purchased a full parking space within the Mountain Village and are not requesting a parking variance. The rezone request would otherwise require an additional 3 cumulative spaces to satisfy the CDC Parking Requirement.

### **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 (1-8) as the criteria that must be met for Town Council to approve the variance:*

- 1. 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: Columbia Place was approved under San Miguel County Subdivision Exemptions and has existed since before the Incorporation of Mountain Village. The unique fact that this building was approved without onsite parking requirements, as documented above, can be utilized by the Town Council as an evaluatory condition regarding the Variance request as it is unique to the very first buildings constructed in the Village Center. It is also understood that*

*despite the pedestrian origin of the Village Center, parking is in high demand and may be required with changes of use, rezone, and density transfer applications.*

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

*Staff: The proposed variance would not create any additional changes in the current use of Columbia Place Condominiums; therefore, there is no impact or substantial detriment.*

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

*Staff: There have been no prior CDC requirements to bring the hotel efficiency units into compliance with the CDC. Given they have historically been used as residential units, despite the CDC definition, the voluntary compliance to rezone for legal residential use as Lodge Units is triggering a parking variance request. Town Council can determine whether the request impairs the intent of the CDC.*

- 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;*

*Staff: The existing use of Columbia Place, which with the exception of the commercial units is one of the only Hotel Efficiency zones, would have no changes resulting from the granting of this variance.*

- 5. 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: There is no physical ability to create onsite parking on the site today or to utilize existing parking spaces at the site as they do not exist. This could be viewed as a hardship given that the CDC requires parking requirements to be met with a rezone and density transfer application. Alternatively, the Council could require owners requesting a parking variance provide parking off-site or otherwise through a parking in-lieu payment as a condition of approval of the associated density transfer and rezone. Columbia Place is situated uniquely in that the actual use has been residential since its original development and is the only property comprised of Hotel Efficiency units. These units have operated as residential units, without parking spaces, since their creation over thirty years ago.*

- 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;*

*Staff: The lot is within a legally created subdivision and is within a legally created condominium community, both created by San Miguel County prior to the incorporation of Mountain Village.*

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

*Staff: If approved by Town Council the variance would be based on the existing use of Columbia Place and the Subdivision and Condominium approval issued by San Miguel County, and would allow for a re-zone of the property to a more applicable zoning designation.*

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

*Staff: Staff believes that this request meets all applicable Town Regulations and Standards except for the Variance being requested which is to waive the requirement 3 parking spaces or 6 x 0.5 parking space requirements.*

**DESIGN REVIEW BOARD RECOMMENDATION:** The Design Review Board reviewed the application for the rezone and density transfer and variance request for Lot 37 concurrently at their September 3, 2020, Regular Meeting, and voted 4-2 to recommend Town Council approval of the item. The dissenting DRB Members took issue with the inability to meet the parking requirements imposed by the CDC.

### **STAFF ANALYSIS**

The rezone application for the residential units at Columbia Place triggers parking requirements which trigger this variance request. 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. In this instance, the rezone will not change the nature of the use of the subject properties.

Staff recommends the Council consider the development timeline of Lot 37 in relation to the requested parking variance and determine if the Parking Variance for Units 6, 7, 9, 10, 11, and 12 is appropriate. If its determined the request is not appropriate, then Town Council can require parking be satisfied otherwise as part of any associated density transfer and rezone request for Units 6, 7, 9, 10, 11, and 12.

During an October hearing, the Town Council directed staff to provide details related to past in-lieu parking payments. Based on this request, it was determined that in other recent projects requiring in-lieu parking payments, Town Council required that a sum of \$60,000 as a adequate payment in lieu fee. If we used this as a basis for current parking in lieu rates (to be determined by Council) then ½ space could be a \$30,000 Fee or \$180,000 in total to buy out parking at Columbia Place for the unit's subject to this variance request. Parking payment in lieu fees are revenues expressly earmarked in a parking reserve fund to be used for parking purposes.

Town Council could consider a lower payment in lieu amount at their discretion.

Although the applicant indicated the excess density could be gifted to the Town of Mountain Village, staff does not recommend this proposal. The Town would be responsible for paying the TMVOA dues as long as the density remain in the ownership of the Town and in the density bank. The town is also not aware of a current market for such density should the town agree to acquire this density and then wish to sell it. Staff would otherwise encourage that the owner/HOA could actively try to sell the density, and the proceeds could help cover the cost of a payment in lieu fee if that is the direction decided by Town Council.

### **RECOMMENDED MOTIONS:**

#### **Motion of Denial:**

*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 Units 6, 7, 9, 10, 11, 12 and direct staff to draft a denial resolution with the following findings*

#### **Findings:**

1. *The application does not meet the criteria for issuance of a variance for parking because the rezone will increase traffic and current parking arrangements will not work such as the parking required by the CDC must be provided. Units 5 and 8 were able to purchase parking spaces; these units could do the same to meet these requirements.*

*This motion is based on the evidence and testimony provided at a public hearing held on November 19, 2020, with notice of such hearing as required by the Community Development Code.*

**Motion of Approval:**

*I move to approve by Resolution, a variance to the CDC parking requirement standards granting deviations to the required 0.5 parking spaces for Lot 37, Units 6, 7, 9, 10, 11, and 12.*

*These recommendations are based on the following findings as noted in the staff report of record dated November 6, 2020:*

*Findings:*

1. *Town Council has determined the variance request to CDC parking requirements for Units 6, 7, 9, 10, 11, and 12 meets the requirements of the CDC for issuance of a variance.*
2. *Town Council has determined the Comprehensive Plan standards for redevelopment do not apply to this request.*

*This motion is based on the evidence and testimony provided at a public hearing held on November 19, 2020, with notice of such hearing as required by the Community Development Code.*

*/jjm*



## REZONING/DENSITY TRANSFER APPLICATION

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

Revised 2.26.18

REZONING/DENSITY TRANSFER APPLICATION			
APPLICANT INFORMATION			
<b>Name:</b> Robert Stenhammer		<b>E-mail Address:</b> robert@telluriderealestates.com	
<b>Mailing Address:</b> TREC - 567 Mountain Village Blvd #106A		<b>Phone:</b> 970-708-7771	
<b>City:</b> Mountain Village	<b>State:</b> CO	<b>Zip Code:</b> 81435	
<b>Mountain Village Business License Number:</b> 000387			
PROPERTY INFORMATION			
<b>Physical Address:</b> Columbia Place Condominiums		<b>Acreage:</b>	
<b>Zone District:</b> Village Center	<b>Zoning Designations:</b> Hotel Efficiency	<b>Density Assigned to the Lot or Site:</b> 16 Person Equivalent	
<b>Legal Description:</b> Units 5,6,7,8,9,10,11,12 COLUMBIA PLACE CONDOMINIUMS PHASE I LOT 37			
<b>Existing Land Uses:</b> Hotel Efficiency Units			
<b>Proposed Land Uses:</b> Lodge Units			
OWNER INFORMATION			
<b>Property Owner:</b> See Exhibit A for Owners Information		<b>E-mail Address:</b>	
<b>Mailing Address:</b>		<b>Phone:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
DESCRIPTION OF REQUEST			
Request to re-zone all 8 of Columbia Place properties from Hotel Efficiency Units to Lodge Units. Additionally, 6 of the 8 Units are requesting parking variances.			

## Columbia Place Re-Zone Application – Parking Variance Narrative

This parking variance applies to 6 of the 8 Columbia Place Units. Units 5&8 have an “after-market” owner purchased parking space in the village core, the other units (6,7,9,10,11,12) do not parking and are respectfully requesting the variance.

### **From Section 17.4.16 of the Community Development Code:**

*“The purpose and intent of the variance process is to establish policies and procedure for granting a variance to the requirements of the CDC because the strict application of CDC requirements would cause exceptional and undue hardship on the development and use of lot due to special circumstances existing relative to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions...”*

This Parking Variance is submitted precisely because “the strict application of the CDC requirements would cause exceptional and undue hardship....”

Columbia Place was built in 1988 with the developers original idea of a pedestrian Mountain Village Core. Columbia Place property owners, in the history of the complex have never had deeded or assigned parking spaces. Requiring a parking space as a condition of this re-zone and density transfer application would be punitive to the existing owner and feels like it would be rewarding the perhaps in-effective government policies that allowed this condition since the property was constructed.

The difference between the Columbia Place parking variance application and the previously denied Blue Mesa parking variance application is that Columbia Place was never built with a garage and with zero intent to provide unit assigned parking. Per the CDC this fact should qualify for the special circumstance required for the variance.

### **The following criteria shall be met for the review authority to approve a variance:**

- 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
  - Special circumstances applicable to the physical condition of the property is that there is no on-site parking available and none was intended for the project.
- The variance can be granted without substantial detriment to the public health, safety and welfare
  - No concerns
- The variance can be granted without substantial impairment of the intent of the CDC;
  - The CDC provides a variance process precisely for conditions such as this
- 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
  - None



- 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
  - The parking variance is necessary for the continued reasonable use of the of the property by the owners. It's reasonable that because the Town has not required parking in the past that it would not require parking now.
- 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.
  - No
- The variance is not solely based on economic hardship alone; and The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards:
  - The variance is not based on economic hardship alone but is a reasonable extension of previous Town policy.

**RESOLUTION APPROVING A VARIANCE TO THE COMMUNITY DEVELOPMENT CODE REQUIREMENTS FOR LOT 37, UNITS 6, 7, 9, 10, 11, AND 12 TO ALLOW FOR DEVIATIONS TO THE PARKING REQUIREMENTS FOR A LODGE UNIT ZONING DESIGNATION.**

**Resolution No. 2020-\_\_\_\_ -\_\_**

- A. Robert Stenhammer (“**Applicant**”), acting on behalf of the owners of Units 6, 7, 9, 10, 11, and 12 of Columbia Place Condominiums, Lot 37 (“**Owners**”) has submitted to the Town a Class 4 application for a Variance to allow for deviations in parking requirements (“**Variance Application**”), which Variance Application accompanied an Application to rezone these units, and Units 5 and 8 thereof, from Hotel Efficiency to Lodge
- B. The Variance Application was submitted in compliance with the provisions of Section 17.4.16 of the Community Development Code (“**CDC**”).
- C. The Design Review Board (“**DRB**”) considered the Variance Application, along with evidence and testimony, at a public meeting held on September 3, 2020. Upon concluding their review, the DRB recommended approval of the Variance Application to the Town Council with a 4-2 vote.
- D. The Town Council considered and approved the Variance Application, along with evidence and testimony, at a public hearing on November 19, 2020.
- E. 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.
- F. After the public hearings referred to above, the DRB and the Town Council each individually considered the Variance Application’s submittal materials, and all other relevant materials, public letters, and public testimony, and approved the Variance Application with conditions as set forth in this Resolution.
- G. The Town Council finds the Variance Application 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 parking requirements of 0.5 parking spaces per unit to the rezoned Units 6, 7, 9, 10, 11 and 12 of Columbia Place (from Hotel Efficiency to Lodge) would result in exceptional and undue hardship upon the property owners in the development of the property because these units were part of a validly approved subdivision exemption and condominium plat that did not require parking and there is no room for on-site parking creation or designation; the units have been residential units since 1988 without parking available;
2. The variance can be granted without substantial detriment to the public health, safety and welfare;
3. The variance can be granted without substantial impairment of the intent of the CDC, as the underlying use of the units will not change;
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. Rezoning of the property to Lodge is not otherwise available without granting of a variance,;
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 37, UNITS 6, 7, 9, 10, 11, AND 12 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 37, Units 6, 7, 9, 10, 11, and 12 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 November 19, 2020 (the “Effective Date”) as herein referenced throughout this Resolution.

**Section 4. Public Hearing**

A public meeting on this Resolution was held on the 19<sup>th</sup> day of November 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 November 19, 2020.

**Town of Mountain Village, Town Council**

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

**Attest:**

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

Approved as to Form:

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Paul Wisor, Town Attorney

# SMRHA STATUS REPORT

*Efficiency, Consistency, Organization*

## **Deed Restriction**

**Process  
Workflow  
Forms/Templates**

## **Accounting**

**Budget Revision  
Services Review  
Cost Savings**

## **Human Resources**

**Staffing  
Roles/Responsibilities**

## **IT**

**Systems Review  
Property Database  
Website Update**

## **Education/Training**

**Educational Material**

## Deed Restriction

- Kintone: Cloud based database software. Updated property listing by jurisdiction have been obtained to ensure accuracy of SMRHA databases
- Databases used to monitor deed restricted activity were restructured for consistency between jurisdictions. This will allow for the rollup to a consolidated database for reporting purposes
- Property and rental application databases created to automatically update property database. This will reduce the need to input the same information into several different databases which has caused inconsistency and questionable reliability of data
- The Town of Telluride property database has been uploaded and linked to a software app which will allow the emailing of compliance forms to deed restricted property owners. Property owners are able to complete the forms online and attached documents. There is also be a link to the SMRHA website where the forms can be downloaded. If the forms are received online, a program performs the compliance check evaluation to flag potential compliance issues. The property database is updated to reflect the status of the compliance process for each property owner. The compliance check will be performed in three phases, one for each type of deed restriction
- Telluride compliance documents were revised for clarity
- Two webinar sessions were held for the upcoming Telluride biennial compliance check. There were a total of 10 participants and several follow up inquiries regarding access to the information. A recorded version of the webinar is available on the SMRHA website
- Work continues on review of all documents used in the deed restriction process. Currently there are many versions of documents being utilized. These documents are being reviewed against the covenants and land use code for compliance and final version are sent to the respective jurisdiction for comment and sign off. All deed-restriction real estate closing documents for the Town of Telluride are being reviewed and updated in conjunction with the Town attorney on an as use basis
- During document review, issues needing clarification are being identified for review with respective jurisdiction Telluride TAHG review begins in January 2021 and Mountain Village Q-3 2021
- The application process and documents have been reviewed. Policy and procedures created for rental and purchases of deed restricted units
- Met with the Telluride Foundation regarding potential multi-jurisdictional affordable housing project
- Met with Michelle Haynes and James Mahoney to discuss the Town of Mountain Village Ordinances (AHR and EHR) and Guidelines. There are inconsistencies between the Ordinances and Guidelines as well as an Amendment which is not currently incorporated into the Guidelines posted on the SMRHA website. It was decided that the Guidelines should be reviewed and recommendations made to the Mountain Village Town Council to align the documents
- Re-structure and created required documents folders to create uniformity of online property files

## Accounting

- Accounting and payroll functions were brought back in house
- Aligned and simplified chart of accounts resulting from third-party vendor changes to the chart of accounts
- Fiscal year 2020 Budget revised significantly reducing budget deficit
- 2021 budget created with not increase in funding requested over previous years



## **Human Resources**

- Staffing restructured to provided skill set alignment, productivity, and efficiency
- Job description revised to align with staffing configurations

## **Information Technology**

- Switch from server based platform to Office 365. The integration of files is being done methodically to allow for consistency in the file set up. In addition, all the prior files are being archived, current documents in use are being reviewed for ease of use and compliance with the guidelines. Changes presented to each jurisdiction for review and approval
- Agreement with IT service provider Lornet was terminated. Telluride Bytes has performed an evaluation of SMRHA's current infrastructure and computer systems
- Website and email accounts moved to SMRHA owned Bluehost account which provides for a cost savings as well as internal control for website updates, presentation, and content

## **Education/Training**

- Compliance webinar for Town of Telluride
- Brainstorming to create Community Education worklist
- Educational brochure developed to be provided along with approval letters to applicants purchasing deed restricted properties. The brochures provide information on what it means to own a deed restricted property: continuing responsibilities, capital improvements, rentals, violations, and sales
- Handouts to be provided to DR homeowners when application approved
- Writeup for online topics: Capital Improvements; Rental Application Process, Purchase Application Process
- HUD Certification "Conditional" status: SMRHA has not been in compliance with the requirements set forth by HUD since 2018. It was agreed that although housing counseling education was conducted, it does not satisfy the HUD criteria. The certification will be placed on inactive status to allow time to evaluate the direction of the of housing counseling within the organization

## **Housing Choice Voucher Program**

- Hired new staff to oversee program
- All files organized and updated to be in compliance
- Staff member completed DOLA system training and provided access to DOLA database system in 2 months. The typical time frame for obtaining access is 6 months
- Rental unit inspections were over 2 years delinquent and are now up to date
- Policy and Procedure manual created



**SMRHA  
Proposed Budget  
FY 2021**

	<b>TMV</b>	<b>ToT</b>	<b>SMC</b>	<b>CDOH</b>	<b>Total</b>
<b>FUNDING</b>	<b>92,625</b>	<b>92,625</b>	<b>92,625</b>	<b>16,350</b>	<b>294,225</b>
<b>Personnel Expense</b>					
<b>Salary/Wages</b>					
Executive Director	31,667	31,667	31,667		95,000
Housing Manager	17,967	17,967	17,966	14,101	68,000
Outreach Manager	8,334	8,333	8,333		25,000
<b>Total Salary/Wages</b>	<b>57,967</b>	<b>57,966</b>	<b>57,965</b>	<b>14,101</b>	<b>188,000</b>
<b>Employee Benefits</b>					
SUTA = .003	174	174	174	42	564
Worker's Comp Ins	200	200	200		600
Medicare = 1.45%	841	841	840	204	2,726
PERA = 14.2%	8,231	8,231	8,231	2,002	26,696
Health Insurance	10,579	10,579	10,579		31,737
<b>Total Employee Benefits</b>	<b>20,025</b>	<b>20,025</b>	<b>20,024</b>	<b>2,249</b>	<b>62,323</b>
<b>Total Personnel Expense</b>	<b>77,992</b>	<b>77,991</b>	<b>77,990</b>	<b>16,350</b>	<b>250,323</b>
<b>Operating Expenses</b>					
Accounting Software	280	280	280		840
Advertising	300	300	300		900
Auditing Services	2,067	2,067	2,067		6,200
Cleaning Services	510	510	510		1,530
Computer Software/Hardware	2,117	2,117	2,116		6,350
Conference/Training	300	300	300		900
Copier Lease/Maintenance	583	584	584		1,751
Dues/Membership	207	207	207		620
Insurance	1,051	1,051	1,051		3,152
IT Services	500	500	500		1,500
Misc Expenses	255	254	254		763
Office Supplies	167	167	166		500
Outreach	300	300	300		900
Payroll Expense	543	543	543		1,629
Postage	125	125	125		375
Rent	3,424	3,424	3,424		10,272
Telephone	973	974	973		2,920
Travel	334	333	333		1,000
Website	600	600	600		1,800
<b>Total Operating Expenses</b>	<b>14,635</b>	<b>14,635</b>	<b>14,632</b>	<b>0</b>	<b>43,902</b>
<b>Total Expenses</b>	<b>92,627</b>	<b>92,626</b>	<b>92,622</b>	<b>16,350</b>	<b>294,225</b>



To: Honorable Mayor Benitez and Mountain Village Town Council  
From: Jim Loebe, Transit & Recreation Director  
Date: Nov 12<sup>th</sup>, 2020  
Re: Transit & Recreation Semi-Annual Report

The Transit Department currently is comprised of four functions with budgets in the Gondola Fund, General Fund, and Parking Services Fund:

1. Gondola Operations & Maintenance
2. Municipal Bus services
3. Commuter Shuttle program
4. Parking Services

The Transportation Department management team includes:

- Conor Intemann, Gondola Maintenance Manager
- Rob Johnson, Transit Operations Manager (Gondola Ops, Municipal Bus, and Commuter Shuttles)

The Parks & Recreation Department operates within the General Fund and is staffed by four full-time, year-round employees.

## **Town of Mountain Village**

### **GONDOLA OPERATIONS & MAINTENANCE**

#### **Summer Season 2020**

#### **VISION**

Ride by ride, courteous, friendly, safe, and reliable transportation to meet the needs of the community.

#### **DEPARTMENT GOALS**

1. Keep gondola downtime to a minimum through training and teamwork.
2. Safely transport all guests and employees by attending to every cabin and every guest.
3. Provide excellent guest services by interacting with every guest in a professional manner.
4. Control costs by performing routine audits of the department's financial performance.
5. Provide a clean, trash free environment across the system.
6. Follow all mandated maintenance procedures and inspections in accordance with applicable rules and regulations.

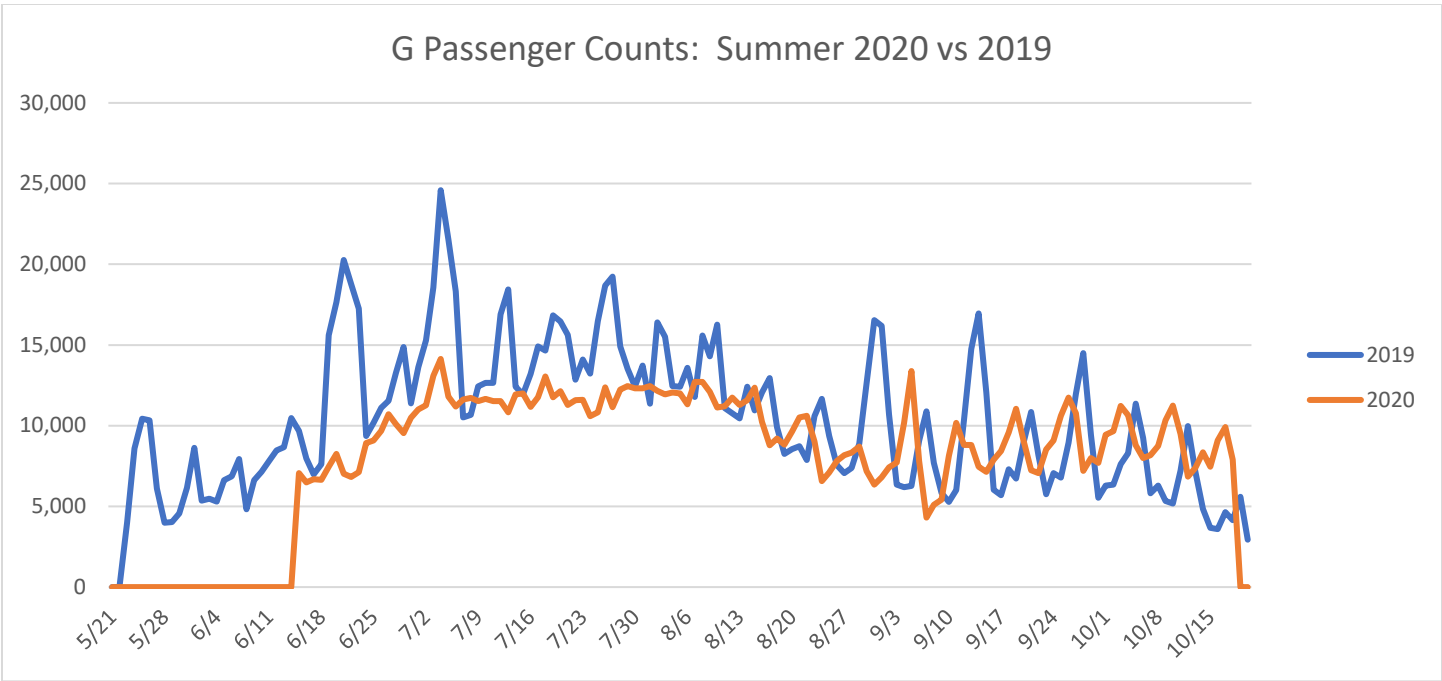
#### **PERFORMANCE MEASURES**

- 1a. Operations availability: SUMMER > 99.67% and WINTER > 99.75% of operating hours.
- 1b. Maintenance availability: > 99.75% of operating hours.
- 1c. Total gondola availability: > 99.0% of operating hours (includes weather and power outage events)
- 2a. Ridership data: Passenger trips are counted, and the data is tracked and reported.
- 2b. Passenger injuries: Zero.
- 2c. Employee injuries: Zero.
3. Customer satisfaction: Score above 4.0 rating on customer surveys.
4. Fiscal responsibility: Operate departments at or below budget.
5. Environmental stewardship: Allocate > 36 man-hours per year labor to trash and litter pick-up across the system.
6. CPTSB Compliance: Licenses received and maintained in good standing, required reporting with zero (0) late or failure to report incidents.

#### **COVID-19 IMPACTS**

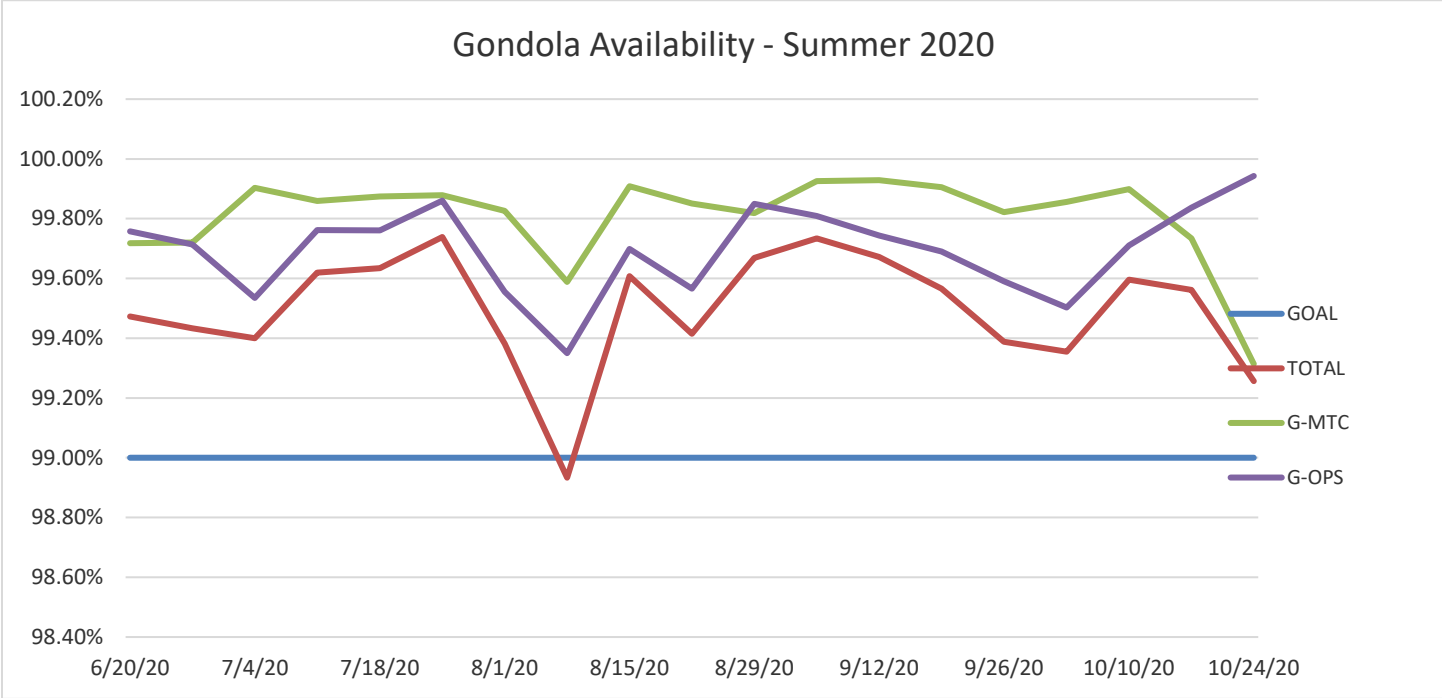
The pandemic affected the gondola in many ways. Passenger volume for the quarter was down. Social distancing created larger lines by limiting the number of riders per cabin. The crew sanitized cabins continuously. All in all, it was a better than expected summer. The crew was fantastic. They made this summer work. The chart below compares summer 2020 with summer 2019.

As can be seen from the following chart, we did not have the huge spikes in passenger counts during festivals. Bluegrass week was down 60,459 passengers compared to last year (expected). The week including July 4<sup>th</sup> was down 33,906 passengers (expected). September did not have Film Fest, Blues & Brews, or Cars & Colors and was only down 9,977 passengers (unexpected). The last four weeks of the season were up 33.75%, 78.88%, 142.10%, and 125.19% for a total increase of passengers during that time of 84,350 (totally unexpected).



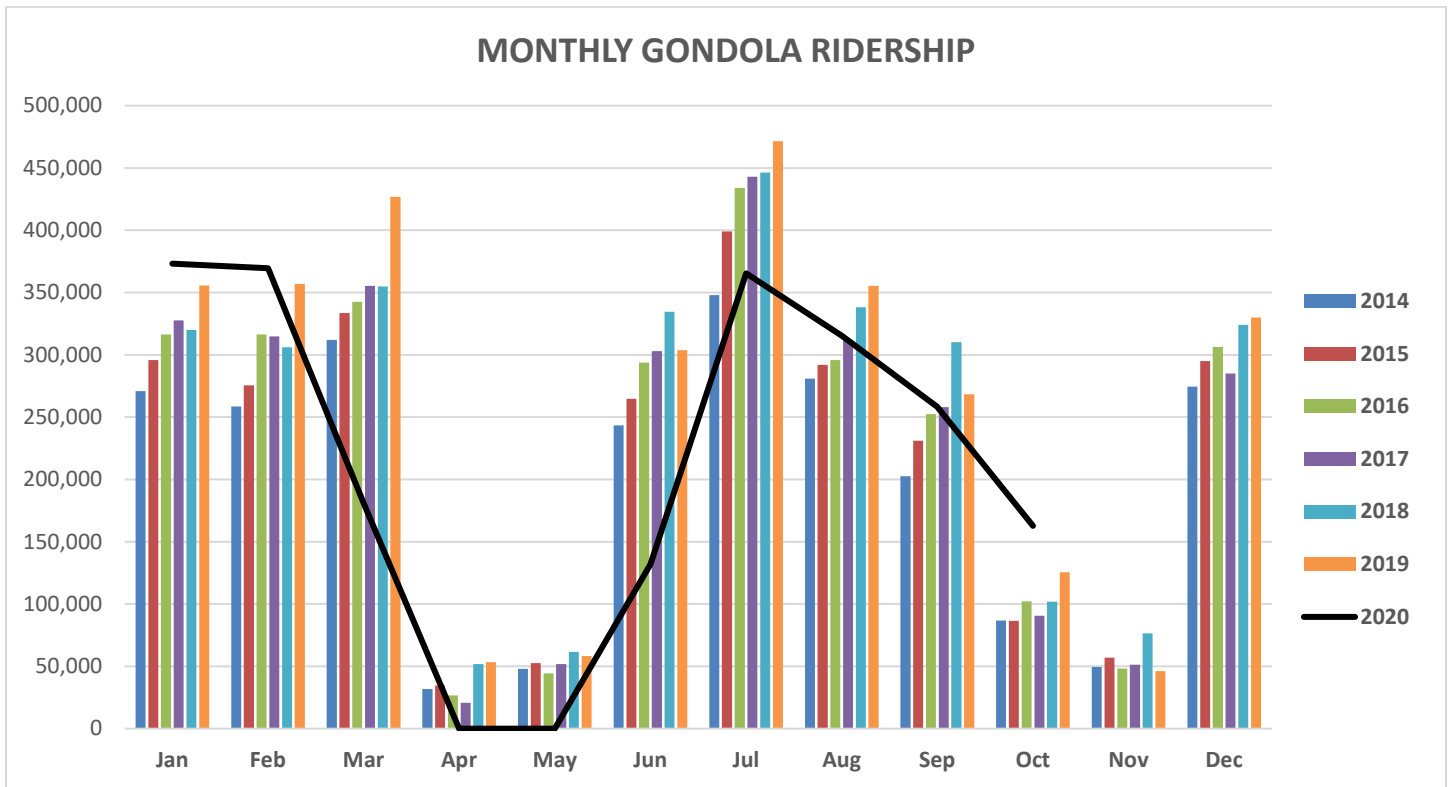
**PERFORMANCE REPORT**

- 1a. Operations Availability: The Gondola Operations department’s operational availability goal is 99.67%. Gondola Operations met the operational availability goal 13 of the 19 operating weeks during the summer season. Gondola Operations overall availability was 99.68% for the 2020 summer season.
- 1b. Maintenance Availability: The Gondola Maintenance department met the 99.75% availability goal 16 of the 19 operating weeks during the summer season, with an overall achievement of 99.83%.
- 1c. Overall Gondola Availability: Total Gondola availability met the 99.0% goal (including operations, maintenance). Overall availability for the summer season was of 99.51%. Availability decreased the first week of August due to a hydraulic tensioner fault on the mainline and many passenger assists.







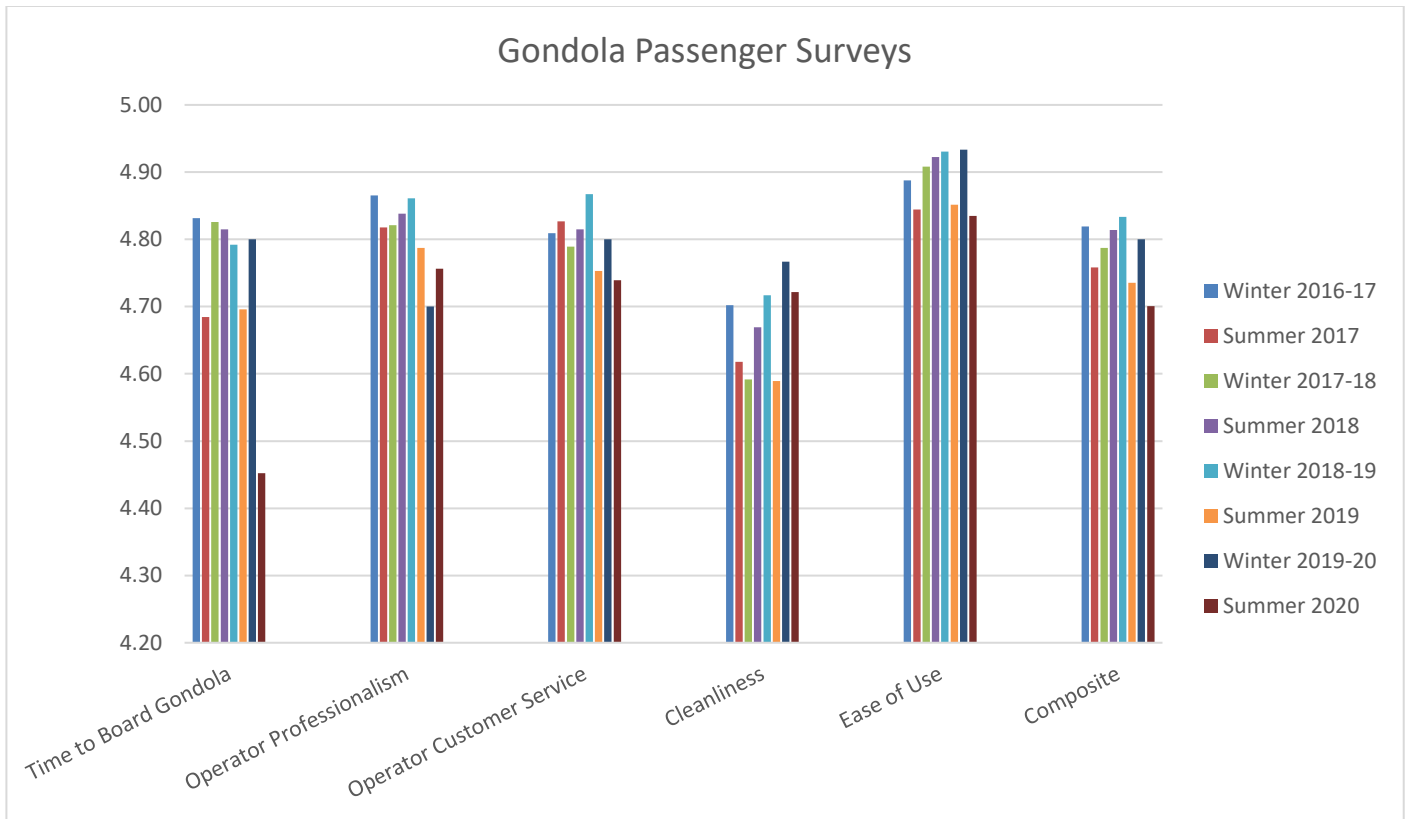


2b. Passenger injuries: There were zero (0) passenger injuries during the summer season that required a response from EMS. A guest suffered a heart attack on the gondola on July 4<sup>th</sup>. The gondola crew assisted in resuscitating the individual. The guest survived and has recovered.

2c. Employee injuries: Gondola Operations and Gondola Maintenance had three (3) worker’s compensation claims during the summer season which resulted in the Town of Mountain Village incurring monetary costs.

3. Customer satisfaction: The Gondola rated an overall 4.70 on the summer 2020 gondola passenger survey, with 1 being extremely dissatisfied and 5 being extremely satisfied.

GONDOLA RIDER SURVEYS	Summer 2020 Visitors	Summer 2020 Residents	Summer 2020 Composite
Wait time to load cabin	4.39	4.51	4.45
Operator professionalism	4.71	4.80	4.76
Operator customer service	4.70	4.78	4.74
Cabin cleanliness	4.73	4.71	4.72
Ease of use	4.80	4.86	4.83
<b>TOTAL</b>	<b>4.67</b>	<b>4.73</b>	<b>4.70</b>



3. **Budget:** The Gondola Fund was under budget in 2019 for total expenses. YTD (10.31.20), Gondola Fund expenses are on budget.
4. **System Clean-up:** Gondola Ops conducted 41.0 man-hours of cleanup year to date. The department is on track to meet the 36 man-hour goal for FY-2020.
5. **CPTSB Compliance:** All required licenses have been received and maintained in good standing and there have been zero (0) instances of late or failure to report incidents.

#### **CUSTOMER CONTACTS:**

- **Compliments:** “Thank You! The G is great.” “We are visiting from Chicago and love the fact that your crew cleans and disinfects every cabin.” “Thanks for all the great work.” Many guests said thank you for the cleaning and sanitizing performed by the crew.

The gondola received 28 posts on Trip Advisor during the summer season. Trip Advisor posts rate a service on a scale from one to five with one being terrible and five being excellent. The gondola received a five rating 26 times, it received a rating of four one time, and was rated a one twice. Comments on Trip Advisor included: “This attraction, the gondola, is free. It was one of the high lights of visiting Colorado. It is definitely worth the drive into this community.” “The fall colors from the gondola were spectacular. It was so fun I wanted to do it again but we spent time in the town which was nice.” “We loved this. Did it during the day and went up to the village to shop and hang out at bars. Went back at night for dinner. So nice – great views both times!!!” “This is a free service provided by Telluride and Mountain Village. The gondola is fast and clean with a helpful staff who sanitized the cars after each use.”

- **Complaints:** A guest complained he was assaulted by an operator. The guest stated he believed the actions of the operator were racially motivated. The operator was immediately relieved of duty and terminated. We received a complaint that an operator was rude when a guest complained that a cabin was “filthy”. A guest reported that an operator was rude when the guest was told he was not allowed to ride the turn-around in a gondola station. We received many complaints with respect to COVID-19. They were centered around guests not wearing masks, the lack of social distancing in gondola lines, the feeling that additional sanitization was needed at times, and the length of gondola lines. The complaints about the length of gondola lines were generally from locals using the gondola to commute to work. Social distancing created lines at unexpected times which resulted in commuters having longer commutes to and from work. One guest posted the following complaint on Trip Advisor, “This is the chief method people use to get from point A to point B in Mountain Village and over to Telluride. When the lift is running, it can be good. But in my experience, the gondola suffers from way too many breakdowns and slow-downs, poorly trained staff and as I’ve been told...”

**COST PER RIDE:**

2019 ANNUAL COST PER PASSENGER TRIP

Cost per Ride:	# passenger trips	2019 O&M \$/passenger Trip	2019 Fully Loaded \$/passenger trip
Gondola Rider	3,151,603	\$1.15	\$1.49
Chondola Rider	134,502	\$2.55	-

*Gondola \$/passenger trip = (G-Ops + G-Mtc + FGOC + MARRS) ÷ total riders..... [Capital & Major Repairs not included]*  
*Gondola Fully Loaded \$/passenger trip = ( O&M costs + capital & major repairs 15-year amortized expenses) ÷ total riders*  
*Chondola \$ cabin passenger trip = (Chondola \$\$ x 2) ÷ total riders..... [Chondola costs split 50 /50 with TSG]*

**OTHER:**

- **Extended Gondola Hours:** During the summer 2020, the gondola did not operate for extended hours at any time.
- **Operating Schedule:** The gondola opened for the summer season on Monday, June 15, 2020. The gondola closed for the summer season on Sunday, October 18, 2020. The gondola will open for the winter season on November 20, 2020. The gondola will open at 6:30am daily throughout the winter season.

## Town of Mountain Village

### MUNICIPAL BUS

#### Summer Season 2020

#### VISION

Ride by ride, courteous, friendly, safe, and reliable transportation to meet the needs of the community.

#### DEPARTMENT GOALS

1. Safely transport all guests and employees without incidents/accidents.
2. Provide excellent guest services by interacting with every guest in a professional manner.
3. Control costs by performing routine audits of the department's financial performance.
4. Provide a clean, trash free natural environment at the Meadows and Town Hall parking lots.

#### PERFORMANCE MEASURES

- 1a. Number of vehicle accidents: Zero.
- 1b. Number of worker's comp claims: Zero.
- 2a. Ridership data: Passenger trips are counted, and the data is tracked and reported.
- 2b. Customer satisfaction: Score above 4.0 on customer service surveys.
- 2c. On-Time bus stop departures: > 90.0%
3. Fiscal responsibility: Operate department at or below budget.
4. Environmental Stewardship: Allocate > 12 man-hours per year to trash and litter pick-up at the Meadows and Town Hall parking lots

#### PERFORMANCE REPORT

1a. NUMBER OF VEHICLE ACCIDENTS: The Municipal Bus program had zero (0) vehicle accidents during the summer season.

1b. NUMBER OF WORKER'S COMP CLAIMS: The Municipal Bus program had zero (0) worker's compensation claims during the summer season.

2a. RIDERSHIP DATA:

Summer Season: May 1 – October 31

	2020	2019	DIFF	% DIFF
Meadows Bus	10,145	47,444	-37,299	-78.6%
Village Ctr	0	100	-100	-100.0%
Telluride Loop*	4,211	9,350	-5,139	-55.0%
<b>TOTAL RIDERS</b>	<b>14,356</b>	<b>56,894</b>	<b>-42,538</b>	<b>-74.8%</b>

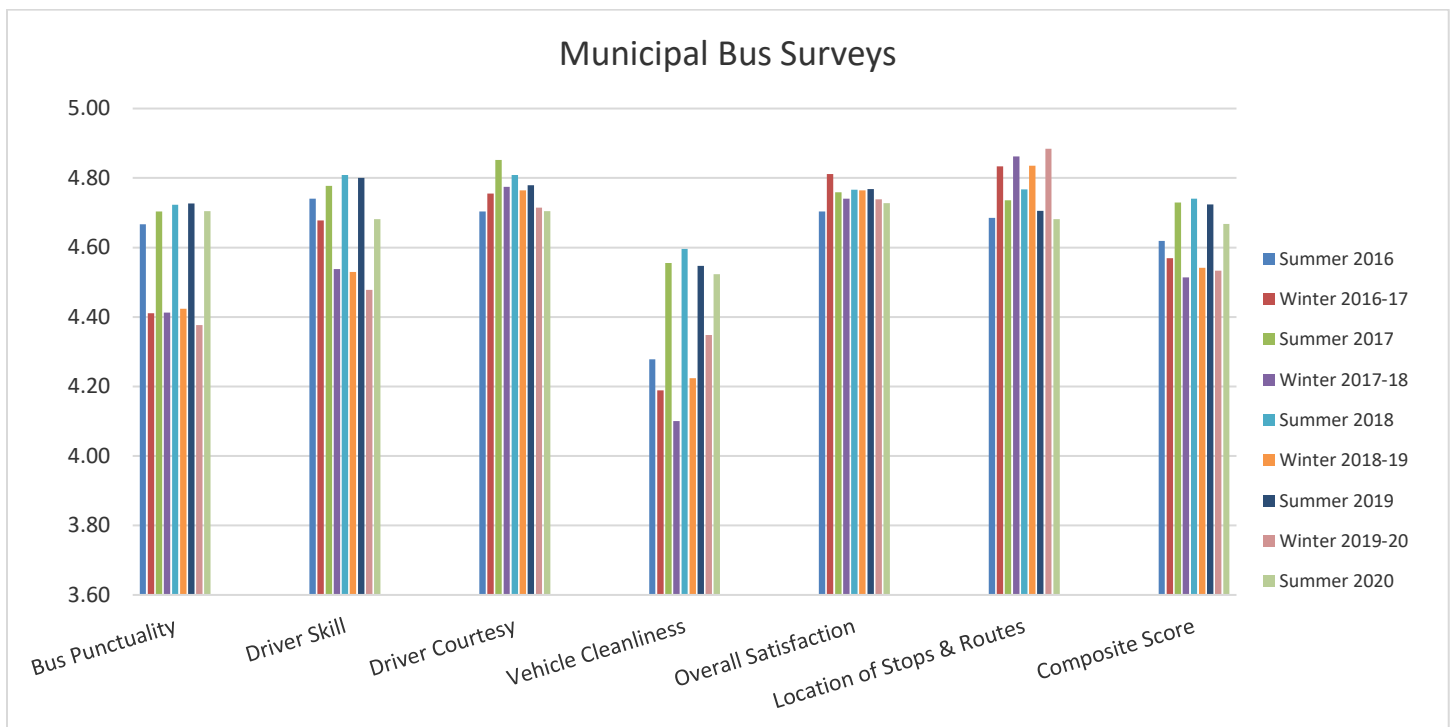
The social distancing rules imposed by San Miguel County have dramatically impacted ridership on the bus. We can carry four passengers on the bus under the social distancing rules. Prior to COVID-19 our buses could carry

13 passengers. Many residents have chosen other means of transportation as a result of COVID-19. Another factor that has impacted our passenger counts is the lack of J1 workers due to the pandemic. Consequently, the number of passengers from Big Billies is significantly lower.

2b. CUSTOMER SATISFACTION: Supervisory staff conducts periodic rider surveys; rider surveys for the 2020 summer season received a 4.67 overall score, with 1 being extremely dissatisfied and 5 being extremely satisfied.

Summer Season: May 1 – October 31

	Summer 2016	Winter 2016-17	Summer 2017	Winter 2017-18	Summer 2018	Winter 2018-19	Summer 2019	Winter 2019-20	Summer 2020
Bus Punctuality	4.67	4.41	4.70	4.41	4.72	4.42	4.73	4.38	4.70
Driver Skill	4.74	4.68	4.78	4.54	4.81	4.53	4.80	4.48	4.68
Driver Courtesy	4.70	4.76	4.85	4.78	4.81	4.76	4.78	4.71	4.70
Vehicle Cleanliness	4.28	4.19	4.56	4.10	4.60	4.22	4.55	4.35	4.52
Overall Satisfaction	4.70	4.81	4.76	4.74	4.77	4.76	4.77	4.74	4.73
Location of Stops & Routes	4.69	4.83	4.74	4.86	4.77	4.84	4.71	4.88	4.68
Composite Score	4.62	4.57	4.73	4.51	4.74	4.54	4.72	4.53	4.67



2c. ON-TIME DEPARTURES: The Town of Mountain Village bus service operates on the Telluride Loop in the spring and fall shoulder seasons and the Meadows Loop during the summer gondola operating season. The bus does not run during the winter months when the Chondola is open to the public. The summer on-time departure rate was 95.03%.

3. FISCAL RESPONSIBILITY: Fiscal year 2019 bus expenses were under budget. Year to date 2020 bus expenses are on budget. Shoulder season bus operations are underwritten by SMART.



4. ENVIRONMENTAL STEWARDSHIP: The municipal bus crew spent 12.00 man-hours cleaning up litter at the bus stops and Meadows Parking during the summer season and 12.50 man-hours from January through April. The department has exceeded the FY-2020 annual goal for environmental man-hours.

**CUSTOMER CONTACTS:**

- Compliments: “Thanks for operating the bus in these troubling times.” “Your drivers are doing a great job.” “Addi is awesome. She has fantastic guest service skills.”
- Complaints: “Drivers leave early. The bus is poorly managed.” “Four passengers to a bus is bull----!” “We need more buses. I have been left behind several times.” We received many complaints regarding bus capacity due to **COVID-19**.

**OTHER TRANSIT NEWS:**

- The municipal bus service between Telluride and Mountain Village began on March 19, 2020 for the spring shoulder season and continued until the gondola opened on June 15, 2020. The Meadows bus service operated from June 15, 2020 until the summer season ended on October 18, 2020. The municipal bus service began operating the Telluride Loop again on October 19, 2020 and will continue to do so until the Gondola opens for public operation on November 20, 2020. The Meadows route will be operated from November 20, 2020 until the Chondola opens on November 25, 2020. SMART funds the shoulder season Mountain Village to Telluride routes.

## **Town of Mountain Village**

### **COMMUTER SHUTTLE PROGRAM**

#### **Summer Season 2020**

#### **VISION**

The Town of Mountain Village provides safe and reliable transportation for Town employees and the general public. The shuttle program operates for groups of three or more riders who commute in similar directions from the same location or along the same route. The commuter shuttle service is underwritten by SMART.

#### **DEPARTMENT GOALS**

1. Provide Town employees with a regional public transportation service that meets employees and town scheduling requirements.
2. Operate the Town commuter shuttle program to maximize cost effectiveness.
3. Emphasize driver training to provide safe commuter shuttle services.
4. Control costs by performing routine audits of the department's financial performance.

#### **PERFORMANCE MEASURES**

1. Route and Ridership statistics: track ridership data.
- 2a. Percent of capacity utilization per route greater than 50%.
- 2b. SMART subsidy less than \$4.00 per rider.
- 3a. Driver training records: 100% driver training compliance
- 3b. Vehicle accidents: No vehicle accidents.
4. Fiscal responsibility: Operate department at or below budget.

#### **PERFORMANCE REPORT**

1. Route and Ridership Statistics: Public commuter shuttles were not operated during the 2020 summer season.
2. Not applicable
3. Not applicable
4. Not applicable
5. Not applicable
6. The employee shuttle program was under budget for 2019 and will be under budget for 2020. SMART underwrites the employee shuttle program.

## Town of Mountain Village

### PARKING SERVICES

#### Summer Season 2020

#### DEPARTMENT MISSION

Provide excellent parking services to the residents, guests and employees of the Mountain Village.

#### DEPARTMENT GOALS

1. Actively manage all Town parking facilities
2. Provide user friendly parking opportunities
3. Manage fund to operate at a surplus
4. Provide a clean, trash free environment at all Town owned and leased parking lots

#### PERFORMANCE MEASURES

- 1a. Track parking usage at all lots
- 1b. Track % utilization of parking spaces used to capacity
2. Call center contacts to total user ratio less than 1%
3. Fiscal responsibility: Year-end surplus
4. Environmental Stewardship: Allocate > 36 man-hours per year to trash and litter pick-up at all Town parking facilities

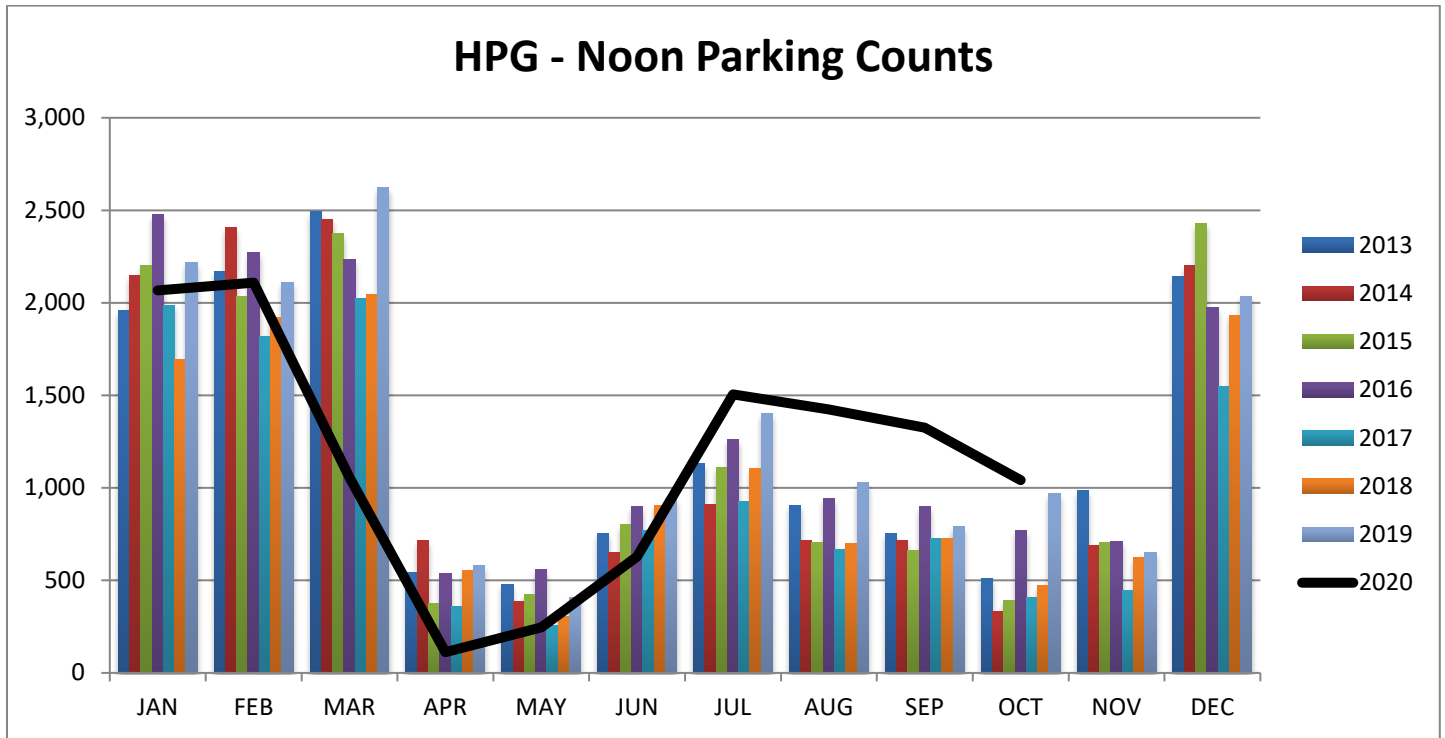
1a. and 1b. Usage and Utilization Summary: Total noon parking counts were down 13.0% this summer as compared to summer 2019. Summer season parking lot revenues are down 38.8% from the same period last year. Overall parking utilization was low at 31.8% of total capacity for the summer season.

#### SUMMER SEASON NOON PARKING COUNTS (May 1 – Oct 31)

SUMMER SEASON NOON PARKING COUNTS (May 1 - Oct 31)									
	HPG	GPG	Street	UMVB	NVCP	THP	SVC	Meadows	TOTAL
2020	6,171	25,672	0	0	2,175	4,657	1,982	7,327	47,984
2019	5,546	31,319	1,486	0	3,130	4,792	1,669	7,240	55,182
diff	625	-5,647	-1,486	0	-955	-135	313	87	-7,198
% diff	11.3%	-18.0%	-100.0%	0.0%	-30.5%	-2.8%	18.8%	1.2%	-13.0%
cap	106	460	-	40	25	60	18	110	819
2020 util. %	31.6%	30.3%	-	0.0%	47.3%	42.2%	59.8%	36.2%	31.8%
2019 util. %	28.4%	37.0%	0.0%	0.0%	68.0%	43.4%	50.4%	35.8%	36.6%

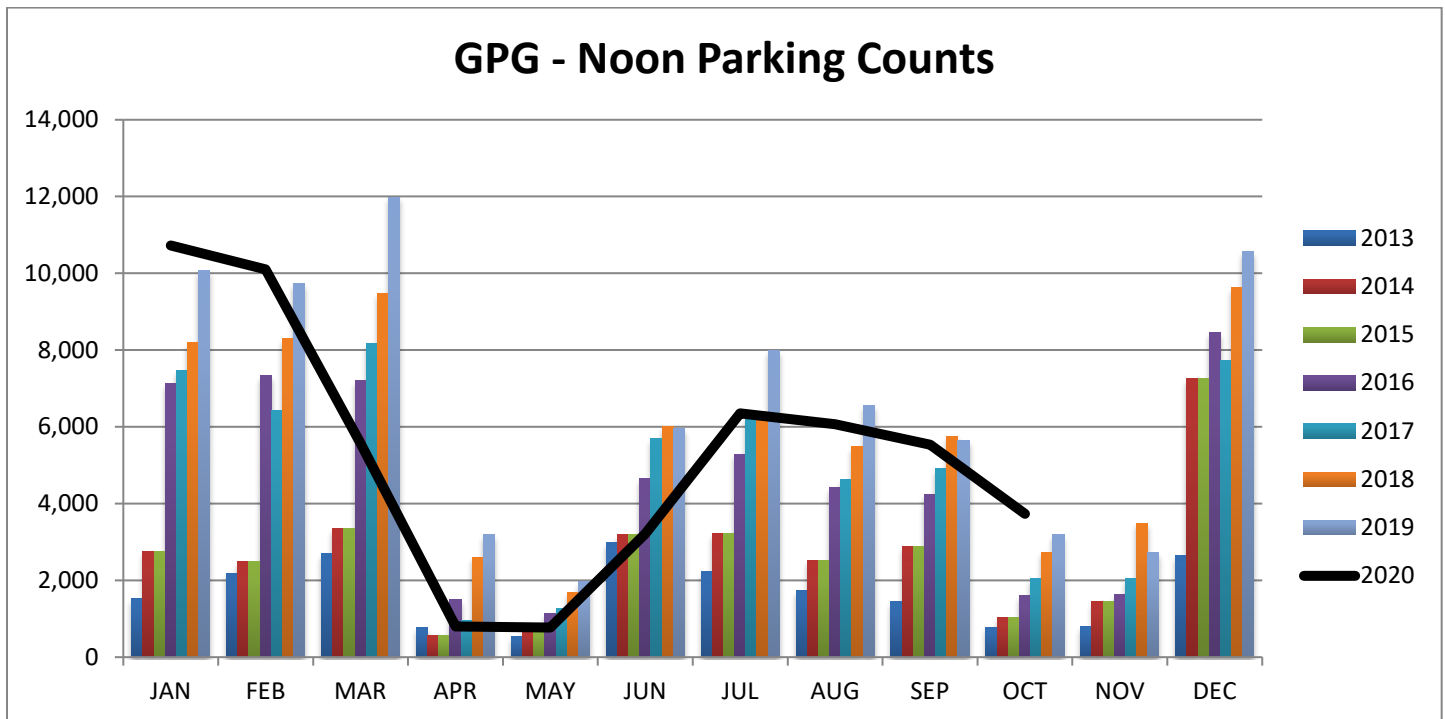
Heritage Parking Garage:

The Heritage Parking Garage (HPG) daily noon parking counts increased by 11.3% from the previous summer season. Summer revenues were down 28.0%.



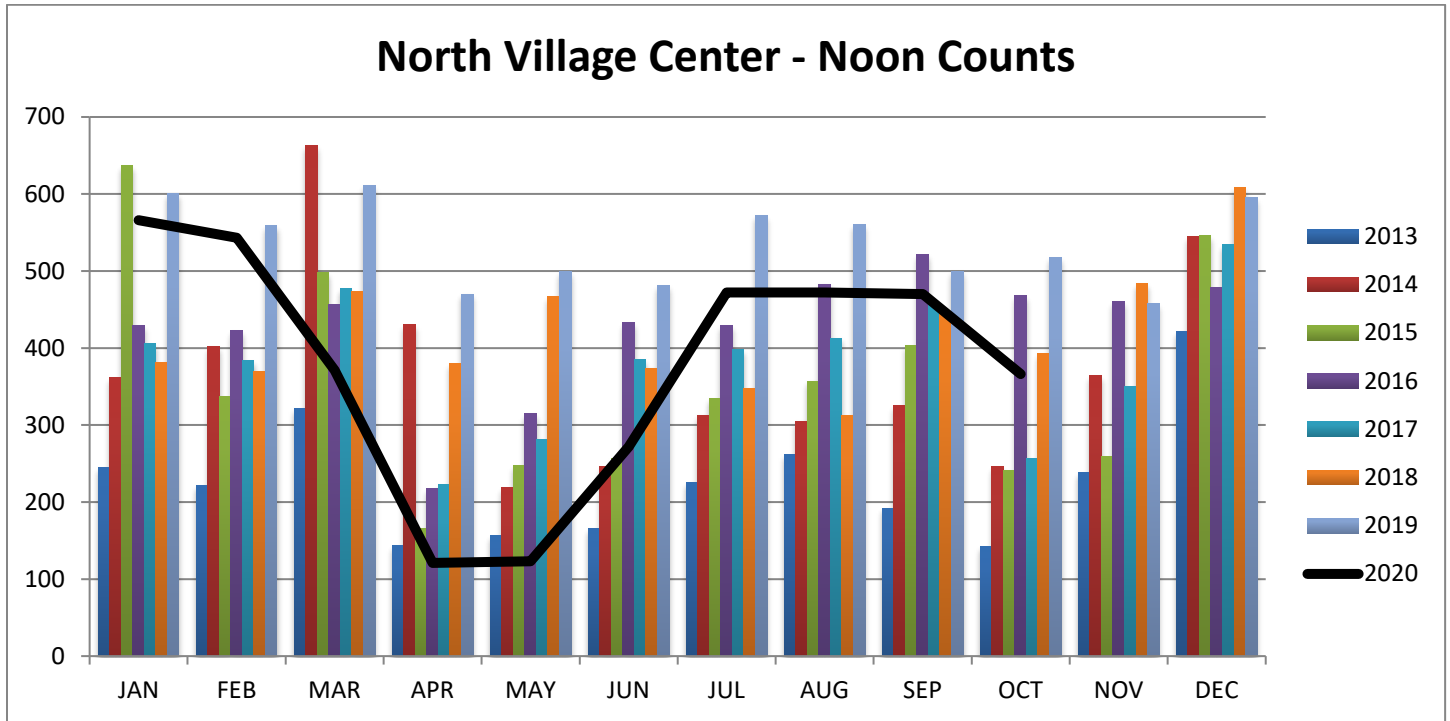
Gondola Parking Garage:

Summer season noon parking counts at GPG decreased by 18.0% in 2020. Revenues were down 17.1% for the summer.



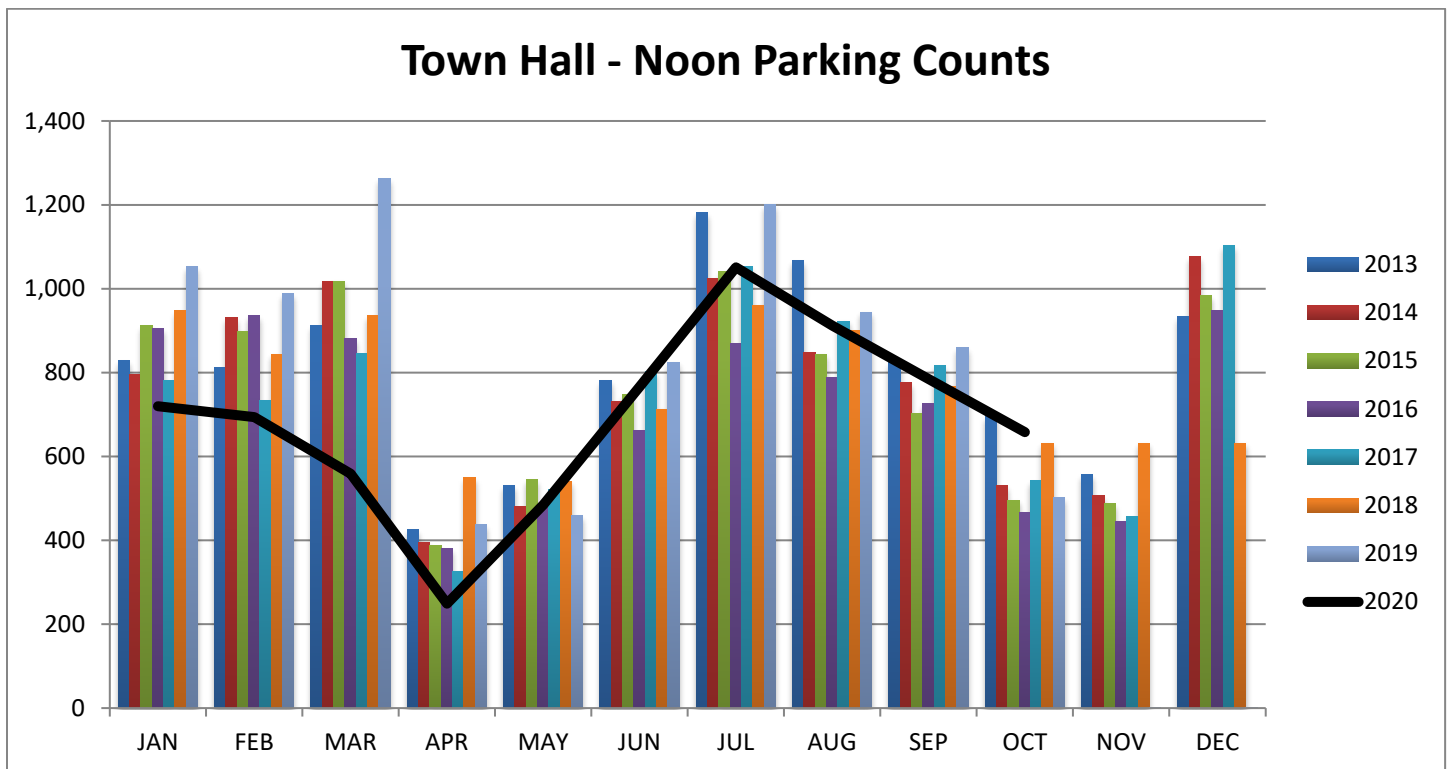
North Village Center Surface Lot:

Noon parking counts were down 30.5% from the previous summer season at NVC. Revenues were down 32.8% for the same period. Residential parking permit holders use this lot free of charge.



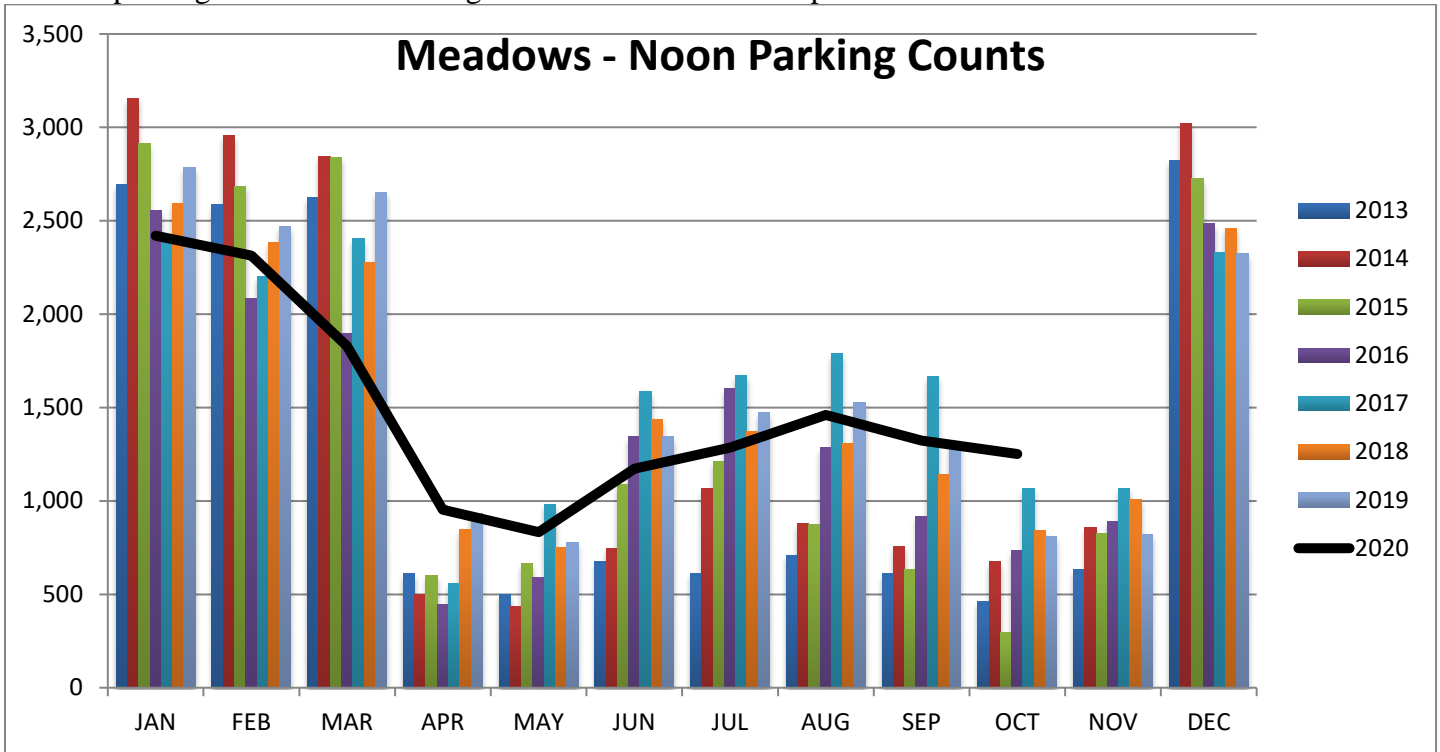
Town Hall Parking:

Summer parking at the Town Hall surface lot was down 2.8% from the previous year. Free, day-use residential permit parking continues to be allowed along the rock wall.

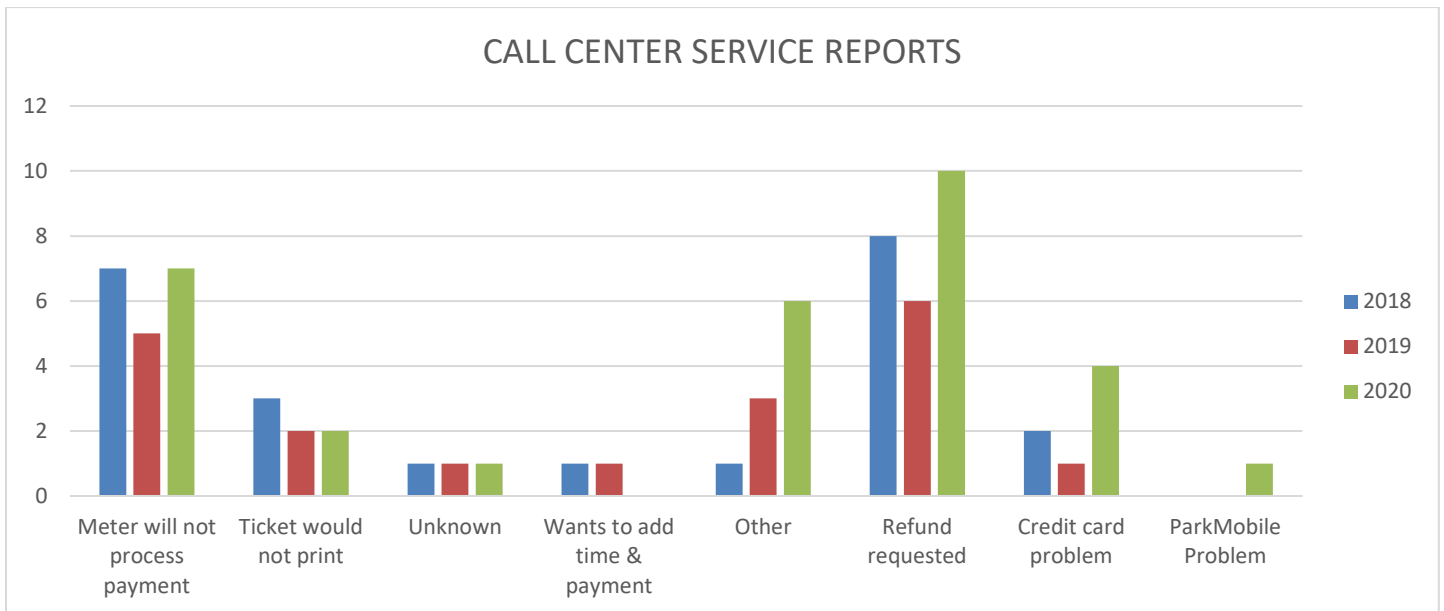


Meadows Parking:

Summer parking at Meadows Parking increased 1.2% from the previous summer.



2. Calls Center Contacts: User complaints with the meters at the GPG, HPG and NVC lots through the summer season were generally due to users not understanding the process with the pay and display system. *Best Connections* answering service handles customer calls for service. During the summer season, *BC* logged 30 calls received and resolved by the service center for 10,774 transactions for a 0.28% problem to transaction ratio. During the day (before 5:00pm), our Community Service Officers respond as soon as possible to guests calls for assistance. After 5:00pm, the Gondola Operations Supervisor on duty calls guests with issues within one hour of the guest calling *Best Connections*. If the Supervisor cannot solve the guest’s problem an email is sent to the Community Service Officers and the Transit Operations Manager so the issue can be resolved the next day.



3. Revenue and Expense Summary: 2020 YTD total parking revenue of \$471,291 is 16.5% below the 2019 comparative period (\$508,286,). Summer 2020 parking lot revenues (\$203,268) are 38.8% below Summer 2019



parking lot revenues (\$331,903). Parking YTD expenses of \$222,812 are down \$125,020 (35.9%) from the comparative period last year (\$347,832). Expenses in 2019 reflected an \$80,000 parking buyout refund. 2020 total parking revenues include a \$130,000 non-refundable parking buyout.

**Parking Fund Summer 2020 Revenues:**

PARKING LOT SUMMER 2020 REVENUES						
	HPG	GPG	NVCP	PERMITS	EVENTS	TOTAL
2020	\$ 84,591	\$ 52,381	\$ 8,268	\$ 2,535	\$ -	\$ 203,268
2019	\$ 117,433	\$ 63,174	\$ 12,303	\$ 3,160	\$ 135,833	\$ 331,903
DIFFERENCE	\$ (32,842)	\$ (10,793)	\$ (4,035)	\$ (625)	\$ (135,833)	\$ (128,635)
% DIFFERENCE	-28.0%	-17.1%	-32.8%	-19.8%	-100.0%	-38.8%

**Parking Fund YTD Revenues versus Expenses:**

PARKING SERVICES FUND - SURPLUS/DEFICIT - FUND BALANCE						
	2015	2016	2017	2018	2019	2020 YTD
Total Revenues	502,091	407,432	493,116	427,542	564,325	471,291
Total Expenses	(280,298)	(281,810)	(405,192)	(299,944)	(391,429)	(222,812)
Subtotal / Surplus/Deficit	221,793	125,622	87,924	127,599	172,897	248,479
Overhead & Asset Sales	(30,285)	(27,038)	(32,899)	(33,571)	(42,374)	(33,620)
Operating Surplus/Deficit	191,508	98,584	55,025	94,028	130,523	214,859
Capital Expenditures	-	(4,800)	(4,800)	(5,615)	(94,266)	(5,415)
Surplus/Deficit	191,508	93,784	50,225	88,412	36,256	209,444
Fund Balance	NA	93,784	144,009	232,421	268,678	478,121

(1) Beginning in 2016, Parking Services Fund surpluses are no longer transferred to the General Fund. Transfers from the General Fund will be made to the Parking Services Fund to cover deficits.

**Parking Rate Plan:**

The Parking Committee’s vision is to manage a comprehensive parking plan that provides consistent and fair parking options to guests, residents, business owners and employees of the Mountain Village. TMV parking services are generally well received in that overflow parking is avoided (the notable exception being Bluegrass), HPG is better utilized providing convenient customer access to MV Center businesses, and revenues are collected at GPG and HPG to help offset Parking Services O&M expenses.

The following parking rate schedule was in effect for the 2020 summer season:

	GPG	HPG	NVC	Short Term (Wells Fargo)	SVC (Blue Mesa)	Town Hall	Meadows
Day Rate \$:	Free	\$2 per hour; \$35 max per 24-hr period	\$2 per hour; (MV resident permit - free)	Free	Free	Free	Free
Limit:	14 days	7 days	7 am – 2 am Unlimited 6 pm – 2 am	30 minutes  7 am – 2 am	30 minutes 7 am – 6 pm Unlimited 6 pm – 2 am	60 minutes  7 am – 2 am	8 am – 6 pm 14 days
Overnight	\$25.00 valid for 24 hrs	same as day rate	NO	NO	NO	NO	BY PERMIT ONLY 8pm – 8 am

- Environmental Stewardship:** Year to date, Town staff has participated in 49.75 hours of trash and litter pick-up at Town operated parking lots; the department has exceeded the 36 man hour goal for FY-2020.

## **Town of Mountain Village**

### **PARKS & RECREATION**

#### **Summer Season 2020**

#### **VISION**

The Mountain Village Parks and Recreation Department provides accessible, affordable and diverse recreational opportunities to all Mountain Village residents and visitors.

#### **DEPARTMENT GOALS**

1. Establish effective relationships with stakeholders for recreation venues.
2. Manage a fiscally responsible department by balancing expenses with revenue and grant acquisitions to remain within budget.
3. All recreation venues are prepared by the beginning of their respective seasons.
4. Perform departmental operations with attention to safety.
5. Provide a clean, weed free natural environment along the hike and bike trails.

#### **DEPARTMENT PERFORMANCE MEASURES**

1. Manage stakeholder agreements / relationships with TSG, TMVOA, USFS, SMART, Telluride Mountain Club, TOT, CDOT, Hotel Madeline, and private landowners.
2. Perform department functions within adopted budget.
3. 100% of recreational venues operational at the beginning of their respective seasons.
4. No worker comp claims.
5. Allocate > 20 man-hours of weed control activities along the hike and bike trails.

#### **SUMMER 2020 PARKS & RECREATION ACHIEVEMENTS**

1. Stakeholder relations:
  - Coordinated with USFS on summer trails status.
  - Ongoing coordination with Telluride Mountain Club and other regional entities on both in-system and regional connector trails.
  - Partnering with stakeholders (TOT, USFS, TSG) on Telluride connector trail design and construction.
  - Continued partnership with USFS on the rec ranger program.
  - Partnering with SMART and SMC to get the Lawson Hill connector tunnel and the valley floor bike/ped connection on the CDOT project list.
2. 2019 year-end expenses were under budget. YTD 2020 expenses will be under budget.
3. Summer venue openings were delayed due to COVID related furloughs.
4. Zero Workers Compensation claims YTD resulting in TMV costs.
5. Sixty (60) hours of weed control was conducted during the summer season.

## SUMMER PROJECT OBSERVATIONS

- Summer Venue User Data Collection: Data was not collected at any of the Town's summer recreation venues including Disc Golf, Platform Tennis, and Adventure Rock due to the COVID related furlough of the department. User traffic graphs have been removed from this season's report. Adventure rock, considered high-touch equipment in the State's PHO, never opened this summer season. Disc golf was set up by department members who came in on their own time and volunteered. When the parks and rec staff returned to work after August 1<sup>st</sup>, they spent the remainder of the summer season catching up on deferred maintenance, some of which is mentioned below.
- Weed Control: Parks and rec was scheduled to take over the weed control program from plaza services this year and create a new noxious weed management plan. With COVID furloughs, the management plan was put on hold, but staff members were trained on the spraying of noxious weeds and performed control activities on all Town owned property and open space.
- Safety Improvements: Continued working with CDOT and contract engineer on bike and pedestrian safety improvements on lower San Joaquin, Mountain Village Boulevard through Town Center, and upper Country Club for a summer 2021 implementation.
- Ice Rink: Astroturf is getting toward the end of its useful lifespan and may need to be replaced soon. Engaging Hotel Madeline ownership to determine a plan of action.
- Bridges: Planks on bridges that are cleared by skid steers are nearing the end of their useful life. The full plank replacement on the bridges along the Boulevard that was scheduled for this summer was put on hold. Parks and rec crews performed spot replacements, focusing on only those planks that were nearing failure. Plank replacement will occur on an as needed basis next summer as well. All planks were replaced on both the Village Pond and Elk Lake bridges.
- Paddle Courts: The Town took over ownership of the paddle tennis courts from the TPTA this summer facilitated by a gracious gift from the Pryor family. The facility was spruced up this summer with a new deck around the warming hut. The playing surface is scheduled to be re-surfaced next summer.
- Hazard Trees: Upon return from furlough, the parks and rec team spent the better part of a month clearing standing and fallen dead trees from Town owned property and open space.
- Rogue Trails: At the request of the landowner, rec staff decommissioned several rogue trails on privately owned open space.
- Meadows Bridge / Beaver Dam: Engineering and survey work was completed on the Meadows Bridge where beavers have incorporated a portion of their dam into the bridge structure. The opinion of the Town's contract engineer is that while the activities of the beavers do not pose an immediate threat to the stability of the bridge, it would be in the best interest of the town to remove the dam to preserve the long-term integrity of structure. Monitoring of the position of the abutments by a survey crew found no significant movement. Staff is continuing to work with TSG to put together a long-term plan to discourage beaver activity in the immediate vicinity of the bridge.
- Boulevard Trail: Replaced rotten sign bollards at road crossings.

## PUBLIC WORKS DEPARTMENT

## SEMI-ANNUAL REPORT TO TOWN COUNCIL

May 1, 2020 to November 1, 2020

**PUBLIC WORKS**

Director: Finn Kjome, Managers: Robert Haining, Water; John Owens, Vehicle Maintenance; Nolan Merrill, Road & Bridge/Sewer; JD Wise, Plaza Services

**ROAD AND BRIDGE**

Road and Bridge is responsible for the care and maintenance of 20 miles of road, 20 bridges and 8 parking areas as well as inspecting and maintaining 29 miles of sewer lines, 231 manholes and 3 sewer lift stations.

The Road and Bridge staff performs all in-house pavement repairs. They provide a significant amount of full depth asphalt patching at a considerable savings to the Town. The process involves all grinding, prep and paving operations as well as traffic control. The staff provides all other phases of roadway repair and maintenance. Road and Bridge has also undertaken numerous repairs of the mainline sewer system identified by video inspections of the lines. In the winter, the staff provides seven-day coverage for snow removal and all other required maintenance with three operators on the day shift and one operator at night until midnight. Snow removal includes all Town roads and parking areas. Along with these primary duties Road and Bridge performs wetland or sensitive area mitigation, sign repair, tree removal, culvert and drainage maintenance and routine maintenance of the sewer system.

**Department Goals**

1. Provide snow and ice removal for all the Town's roadways and parking areas to ensure the safest conditions possible in all weather conditions.
2. Complete the initial plow routes within the proscribed time limits; the grader route within 3 hours on light to normal snow days (<6") and 3.25 hours on heavy days (>6"); the snowplow/sand truck route within 1 3/4 hours on light to normal days and 2 hours on heavy days.
3. Provide safe roadways by maintaining quality pavements, shoulders and drainage at a cost advantageous to the Town.
4. Provide quality, cost effective maintenance to all Town facilities as directed.
5. Perform all tasks in the safest possible manner.
6. Perform snow removal procedures and sensitive area mitigation as per the Wetlands Protection Plan.
7. Operate the budget within budget.

## Performance Measures

1. Track hours for snow removal compared to snow fall totals and customer satisfaction as measured by survey.
2. Track the number of snow days that meet or exceed the initial snow route time limits with a goal of 80% or better.
3. Track the cost of asphalt patching and pavement repair with the goal of keeping costs below commercial prices.
4. Track the cost of facility maintenance with the goal of keeping costs below commercial prices.
5. Track work time lost to injury with zero injuries the goal.
6. Annually inspect and document improvement of wetland protection systems as per the Wetlands Protection Plan.
7. Department year end expenditure totals do not exceed the adopted budget.

## 2020 Performance Report

1. There was 4,001.25 hours for snow removal with 281.5 inches of snow fall.
2. Snow route completion times met; 100% on light to normal and 100% on heavy days for the grader route, 14% on light to normal and 17% on heavy days for snowplow/sand truck.
3. 2082 sq. ft. of roadway/parking lot patches were completed @ \$6.59/SF for a total of \$13,716.97 compared to \$7.90/SF or \$16,447.80 in contractor prices, a savings of 17%.
4. We had summer road sweeping costs of \$9,464.32 compared to \$14,250 in potential contractor cost, a savings of 34%.
5. There were no hours lost due to on the job injury.
6. Road and bridge spent \$6,350.50 on maintaining drainage and protecting the snow storage and sensitive area mitigation area, as per the Wetlands Protection Plan.
7. As of October, Road and Bridge is tracking below budget expenditures \$638,593.62 actual compared to \$744,136.42 budgeted year to date.

## **Staffing**

We have one opening in road and Bridge and are currently interviewing to fill this vacancy.

## **Training**

The training budget was cut for Covid 19. Nolan Merrill took continuing education credit classes online for his sewer license.

## **Department Projects and Issues**

This summer the Road and Bridge staff assisted a hired contractor in the chip sealing of Stonegate Drive, Butch Cassidy Drive, Autumn Lane, Larkspur Lane, AJ Drive, Russell Drive, Double Eagle Drive, Coyote Court, Pennington Place and the VCA Parking Lot. Do to Covid 19 no asphalt paving took place this summer.

The Road and Bridge department spent a good part of the summer on VCA projects. They removed all the unsafe concrete sidewalks and the associated prep work for the new concrete to be placed. The construction of 6 new BBQ sites. They also replaced the old barricades in front of the day care with a new guard rail.

The remainder of the summer road work focused assisting other departments as needed and working on in-house patching, crack sealing and ditch maintenance. The goal of the patching is to repair existing potholes and weak structure such as loose alligator pavement with full depth patches and there by maintaining the structural integrity of the pavement. Crack filling helps us keep moisture out of the subbase and helps preserve the structure.

A lingering issue is the time suck trying to keep up with the beavers in the Meadows. This is a daily inspection and adds up to several hours a week.

The Road crew is the muscle behind so many daily projects that it's hard to list them all.

## **WATER**

The Water Department is responsible for the operation and maintenance of the water systems of the Mountain Village; systems include Mountain Village, Ski Ranches and West Meadows. The water department staff serves as the operators for the Elk Run subdivision's system as well. The department is also responsible for snow removal at the Gondola Parking Garage and the trail from Town Hall to the Blue Mesa parking lot.

The Water Department staff operates on a five day per week schedule in the summer and a seven day per week schedule in the winter. They also provide seven-day, twenty-four-hour emergency on call coverage. The staff plays a significant part in the winter snow removal operating plan as they provide all the manpower for the snow removal at the Gondola Parking Garage and the walkway to the Village Center.

### Department Goals

1. Provide clean and safe drinking water to the customers of the Mountain Village Water system.
2. Provide prompt and courteous service to all customers, timely locates and inspections on system installations and response to system problems.
3. Maintain the system to a higher level than the industry standard of 10% water loss due to leakage.
4. Maintain regulatory compliance according to all applicable rules and laws that apply to public water systems.
5. Perform an effective maintenance program to reduce costs and lessen severity of breakdowns.
6. Provide service to residents and guests by the timely and cost-effective removal of snow from GPG and walkways.
7. Operate the enterprise so that it doesn't require general tax subsidy.



## Performance Measures

1. A. Track times for response and resolution of customer service issues and contractor's requests with the objective of same day service.  
B. Track times for response to emergency situations with the goal of one to two hours response.
1. Perform monthly water audit tracking percent of water loss with the objective of less than 10% loss.
2. Water consumption with 100% of water sample tests results are without deficiencies.
3. A. Track maintenance costs on hydrants, valves and meters and compare with industry standards.  
B. Reduce down time due to system failures compared with industry standard of no customers without water.
6. Perform snow removal tasks at GPG by 8AM on light to normal snow days and 9AM on heavy days.
7. Department year end expenditure totals do not exceed the adopted budget.

## 2020 Performance Report

1. Water consumption was 93.6million gallons (May-Oct.) with zero deficiencies for the system.
2. There was 100% response time to customer issues, contractor requests and system emergencies within 24 hours.
3. The water audits indicated an 6.49% water loss in the Mountain Village and Ski Ranches.
4. We had zero regulatory violations.
5. A. Maintenance for hydrants was a cost per unit of \$49.76 compared to industry average of \$50.00. Maintenance for main line valves was a cost per unit of \$15.66 compared to industry average of \$30.00. Maintenance for PRVs was a cost per unit of \$143.07 compared to industry standard of \$360.00  
B. We had 4 incidents with customers out of water. The locations were, at Cortina twice, Ski Ranches and North star.  
Ski Ranches outage was part of the capital project upgrade when we tied the new water line into the old line. 76 customers out of water for 5 hours.  
Cortina first leak 3 customers out of water for 8 hours  
Cortina second leak 3 customers out of water for 3 hours.  
NorthStar leak 25 customers out of water for 7 hours.  
This equates to a .001% outage rate.
6. The snow removal goals at GPG were met on 46 of 59 days a 78% success rate.
7. As of October MV water is tracking slightly below budgeted expenditures \$726,678.84 actual compared to \$900,835.45 budgeted year to date.

## **Staffing**

The Water Department is fully staffed. There was one turn over in this department this summer.

## **Training**

All training was interrupted by Covid 19.

## **Department Projects and Issues**

The Water department is into the third year of the replacement of the aging infrastructure in the Ski Ranches. This year's project replaced a failing PRV vault and connected the new water line down Ridge Road to High Noon.

The ortho phosphate pilot test is wrapping up. We expect to come to Council in December with the findings and recommendation moving forward.

The most challenging issue we are experiencing is operating with three very young employees. While having youth is great for the physical work the learning curve to understand our water system will take years of training.

## **2020 Water Conservation Efforts**

The smart clock water incentive program was once again offered to help water customers upgrade to new smart irrigation control clocks. This technology is weather based which allows the controller to adjust irrigation zone run times to optimize water usage. Three homes to date have taken advantage of this incentive program this summer.

All high-water users this summer were sent letters notifying them of potential problems.

## **VEHICLE MAINTENANCE**

The Vehicle Maintenance Department provides repair and preventive maintenance on all Town vehicles and equipment. They also do fabrication and provide assistance to other departments on special projects. Vehicle Maintenance staff are responsible for keeping the sidewalks in the Meadows clear of snow for the winter season.

They also have duties above and beyond vehicle repair and maintenance; fabrication of special materials and equipment for all departments, biannually changing the plaza directories maps, annual painting and maintenance of the Gondola Parking Garage. One day a week in the winter a mechanic is a snowplow operator to fill out the schedule.

### Department Goals

1. Provide high level, cost effective service to all departments for their vehicle and equipment maintenance needs while managing expenses to a level below commercial price.
2. Provide support to all departments on special projects in a timely and cost-effective manner.
3. Perform all tasks in the safest manner possible.
4. Operate the budget within budget.
5. Maintain or reduce natural gas consumption at the maintenance facility.

### Performance Measures

1. A. Track cost of repair work orders completed and compare to outside shop rates.  
B. Track the number of service work orders including safety checks and fluid levels completed within 30 minutes for vehicles; with a goal of 80% or better.
2. Special projects completed at a lower cost compared to outside source.
3. Track the number of work-related injuries with a goal of zero injuries.
4. Department year end expenditure totals do not exceed the adopted budget.
5. Compare current year natural gas usage to 2013. 2013 total natural gas therms were 5,621.

#### 2020 Performance Report

1. A. Hourly cost for all shop operations, \$52.14 compared to \$86.64 average shop rates at regional service providers. 40% savings over average regional service providers.  
B. There were 100 of 100 vehicle work orders completed within 30 minutes, a 100% success rate.
2. One of the Vehicle Maintenance Departments strong suits is metal fabrication and welding. The Town shop costs for metal fabrication projects were \$21,638.10 compared to \$35,955.60 average contracted pricing. A savings of 40%.
3. Vehicle Maintenance had no time lost to due to a work-related injury.
4. As of October, Vehicle Maintenance is tracking below budgeted expenditures \$319,076.49 actual compared to \$358,439.88 budgeted year to date.
5. In 2013 the maintenance shop used 5,621 therms and in 2020 the maintenance shop used 3,470 therms through October. Final 2020 natural gas comparison will be calculated for the May 2021 report.

#### **Staffing**

Vehicle Maintenance is at its budgeted level of four employees.

#### **Training**

No training has taken place this summer due to Covid 19.

#### **Department Projects and Issues**

A few summer projects included building bases for the new umbrellas and tables in the Village Center, continue fabricating of Way Finding signs and replacing the protective roof over the compressor units behind Town Hall.

#### **PLAZA SERVICES**

Plaza Services is responsible for: the sustainable upkeep of the Town's plazas, lawns, irrigation systems, flower beds, flower pots and hanging baskets; snow and ice removal throughout public plazas; permitting and overseeing plaza vehicle access; providing plaza assistance for fee; performing public trash and recycling collection; special event field management; Market on the Plaza production and management; installation and removal

of all Christmas decorations for the Town; providing high quality guest service at all times.

#### Department Goals

1. Maintain the Town's public plazas, lawns and gardens to a high standard of care, and safety in an environmentally sustainable manor.
2. Manage third party public plaza uses including Plaza Vehicle Access Permits, Plaza Motorized Cart Permits, Plaza Special Event Permits, and various Plaza HOA and merchant activities with great attention to detail and a high level of customer service.
3. Provide a high level of customer service consistently and professionally.
4. Perform all tasks in the safest possible manner
5. Operate department within adopted budget.

#### Performance Measures

1. Track hours for lawn and plant care, plaza maintenance and snow removal.
2. Track hour for events on the plazas compared to number of events.
3. Number of departmental customer service tailgate sessions annually.
4. Track work time lost to injury with zero injuries as the goal.
5. Operate department at or below adopted budget while continuing to improve services.

#### 2020 Performance Report

1. Plaza Services spent 579 hours on lawn care, 2,354 hours on plant care, 1571 hours on plaza maintenance and 1671 hours.
2. Plaza Services spent 207 hours on 12 Market on the Plaza events. No other events took place due to Covid 19.
3. There were 8 customer service tailgate sessions held this summer.
4. There was no time lost due to injuries.
5. As of October, Plaza Services is tracking below budgeted expenditures \$883,030.46 actual compared to \$1,160,413.70 budgeted year to date.

#### **Staffing**

Plaza Services is at its budgeted level of 10 full time employees. Interviews are currently taking place for a seasonal position this winter.

#### **Training**

Derek Baxter (Horticulturist) continues to volunteer hours for the Colorado Master Gardener program. James Owens continues to serve on the safety committee with a perfect attendance. The department plans to look for online opportunities for training/education in 2021.

#### **Department Projects and Issues**

- a. Implemented BDAC summer enhancements throughout the plazas including additional seating, umbrellas, and plaza lighting to create a comfortable and safe environment for the public.

- b. Implemented enhanced cleaning protocols and presence in the plaza to keep public areas clean and sanitized in the COVID era with increased summer visitation with reduced staffing levels.
- c. Continue to implement the BDAC winter enhancements including working with Facility Maintenance and the Town Shop to install electrical infrastructure, and construct WeatherPort pavilions.

## **TRASH AND RECYCLING**

The Plaza Services department is responsible for the collection of trash and recycling in Town common areas (not including recreation trails) and the management of hauling and disposal/processing contracts for those materials.

### Department Goals

1. Manage daily public trash and recycling collection and disposal processing efforts in a timely and efficient manner.
2. Ensure a safe waste handling program for all employees.
3. Department shall manage trash contracts and monitor trash expenses to operate within approved budget.

### Performance Measures

1. Ensure 100% town facilities have adequate trash and recycling stations.
2. Track work loss to injuries with zero injuries as the goal.
3. Department year end expenditure totals do not exceed the adopted annual budget year.

### 2020 Performance Report

1. We believe we are providing enough facilities currently.
2. There was no time lost due to injuries.
3. As of October, Trash Services is tracking slightly below budgeted expenditures \$48,155.26 actual compared to \$53,164.54 budgeted year to date.

### **Department Projects and Issues**

Increased frequency of daily trash and recycling checks to accommodate the large volume of trash and recycling due to increased restaurant take out.



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

**1. Great Services Award Program**

- **Great Services Award Nominations – MONTH OF SEPTEMBER**
  - Jim Soukup, Broadband/IT, nominated by Jaime Holmes; Jim has been very supportive implementing emails to all full-time year-round employees. We discovered that we had to add about 30-50 additional emails that came at an expense that he worked diligently to keep at a low cost to the Town, In fact, he re-worked the licensing agreement and we came out only \$40 more than originally quoted with almost double the licensing. He has been quick to help get this going at HR's deadline and we truly appreciate his turn on a dime type of positive attitude!
  - Kathrine Warren, PIO, nominated by Jaime Holmes; Kathrine has worked diligently with HR to get the monthly newsletter, ski passes and all open enrollment up and running and with electronic forms capability. No more all paper ski passes and open enrollment, thanks to Kathrine. Many people have thanked us for the much easier way of signing up for ski passes and open enrollment she created and it makes our job much more efficient too. HR asked a lot of Kathrine over the last month and while she was very busy with her own projects and down a staff member in her department.
  - **Dylan Cornish and Connor Reilly, VCA, nominated by Michelle Haynes and Finn Kjome; Dylan and Connor have stepped in as co-maintenance managers at VCA with much support from staff and tenants alike. They continue to be great contributors to the TMV team by their unwavering commitment to VCA. Dylan and Connor are employees and residents of the TMV. Thanks for your hard work – WINNERS FOR OCTOBER**

**2. Broadband**

- Completed two hundred thirty-three ONT customer installations
- Forty-two homes need conduit installed from the curb to the home
- Phase II pathway installation is 80% complete and fiber installation into the micro duct is 53% complete
- Benchmark is 100% complete and ready to install to the home. San Joaquin pathway installation is 95% complete including fiber into the micro duct
- Fiber assignments in the Village Center to construct and install businesses before the ski season starts is 60% complete
- Resort Internet headend installation for new video service is complete
- Resort Internet video conversion of existing fiber customers will be complete by 11/17/2020
- Fiber project is on budget

**3. IT Updates**

- Cybersecurity



- Security services monthly report reported no suspicious activity
- Patched many zero-day vulnerability issues
- Applied recommended blocks from security sources
- System Administration
  - Successfully migrated Broadhub to a new virtual server
  - Upgraded backend system that runs the fiber network
  - Ran feature upgrades on servers
- Network Administration
  - Integrated Shop Wifi into new Wifi network
  - Began redoing Mountain Village Public Wifi for seamless roaming
  - Continue to work with Resort Internet on new TV channel offerings
  - Continue to perform maintenance on security systems
- Desktop Support
  - Navigated many different support calls due to windows updaters not working
  - Refreshed many different systems in preparation for next COVID stay at home orders
  - Continue to work with HR on improving security and personal identifiable information
- Marketing
  - Refreshed website with new Resort Internet material
  - Successfully completed review of website pages per Business Development's annual website audit

#### 4. COVID-19

- Continue Monday Manager's check in meeting including San Miguel County, Town of Telluride, Ophir and Norwood
- Continue attending bi-weekly special and monthly regular TMV Town Council meetings to address any and all issues related to COVID-19 and any other agenda items necessary
- Attend the bi-weekly Economic Recovery Committee to discuss emergence and recovery from the COVID-19 pandemic
- Working with staff at SMC, TOT and other jurisdictions on reimbursement/refund of money spent year to date on COVID initiatives including PPE, infrastructure, etc.
- Worked with Jaime Holmes and Directors to develop a Code Orange, Safer at Home protocol and policy for employees due to the uptick in COVID cases

#### 5. Miscellaneous

- Continue working with HR, Legal and SMRHA on the repurchase of the Castellina deed restricted unit and preparing for the lottery to resell the unit to a qualified employee working in the Town of Mountain Village
- Working with HR and Legal on the repurchase of the two Cassidy Ridge Units and preparing for the lottery to resell these units to TMV employees
- Informed that long time Finance Director Kevin Swain will be retiring effective 12/31/2020. Kevin thank you for your many years of service to our community. Begin process of developing a transition plan and recruitment and hiring of a new Finance Director
- Participated in a second Fall conferral call regarding water rights with TMV, TOT, TSG, CWCB and Aldasoro to discuss water conditions, various construction projects, flow rate from Blue Lake and snowmaking needs for the upcoming season

- Attended the monthly SMRHA Board meeting
- Attended the Parking Committee Meeting
- Attended the quarterly IG meeting
- Working with Michelle Haynes and Paul Wisor on the RFP for the Comprehensive Plan Amendment and attended the mandatory RFP Meeting with prospective bidders. Nine firms are interested in bidding on this project
- Working with Paul Wisor on the RFP for the Municipal Court Prosecutor to provide legal services for the Town of Mountain Village
- Working on annual reviews for my nine direct reports and preparing my self-evaluation together with peer 360's for Council's review at the December Council meeting



## NOTICE TO EMPLOYEES

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**To:** All Town of Mountain Village Employees

**From:** Kim Montgomery, Town Manager and Jaime Holmes, HR Director

**Date:** Thursday, November 12<sup>th</sup>, 2020

**RE:** Safer at Home Public Health Order (Escalated to Orange – High Risk)

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San Miguel County has issued Safer at Home orders as an urgent mitigation plan to help slow the spread of COVID cases.

San Miguel County's new public health orders include the following:

- All indoor capacity is now restricted to 25% or 50 people, whichever is less. This includes restaurants, offices, places of worship, gyms and fitness centers, retail stores.
- Personal gatherings, this includes any gatherings on private property, have been and will remain limited to no more than 10 people from no more than 2 households.
- Group sports are limited to no more than 9 participants and must occur outdoors.
- Nonessential travel plans for the foreseeable future should be canceled.

To protect our employees, residents and guests from the potential spread of COVID, the Town of Mountain Village is adopting the county's advice by actively encouraging employees to stay at home. Please re-evaluate your office areas, meetings and driving procedures to minimize exposure and contacts.

- Admin staff will work remotely and stagger schedules to have no more than 3-5 people in Town Hall and other offices on any day, as needed.
- Public Works, Gondola and Cable staff will stagger/segregate schedules and work in pod style (or cohort) groupings to keep exposure and contacts to a minimum to the extent possible.
- Staff commuter shuttles will be limited to same family members or single drivers.
- Effective immediately (11.12.2020), the Town will allow a Paid Leave for Testing Benefit to all employees (FT, PT, Seasonal) who have been asked to get tested for COVID and are at home awaiting test results. This Paid Leave would equate to no more than up to 5 days at your regular pay (part time employees will have pay averaged over a 2-week schedule) and will not be overtime applicable. This Paid Leave for Testing will not have a frequency limit (for example, a need to get tested more than once throughout the pandemic).
- If you choose to leave the area for unnecessary travel for up 48 hours during this elevated level of virus spread, all employees will need to make plans to get tested and not report to work until a negative test can be given to your supervisor/HR. In addition, any required time off from work needed to test and receive results or quarantine will not be time the Town will compensate employees for except through the use of PTO. We are strongly asking our staff to not travel at this time.
- This Paid Leave for Testing Benefit will end when the pandemic ends and is subject to change with or without notice. If FFCRA or EPSL pay are applicable, those benefits are utilized first.



These precautionary protocols are in place until further notice and will follow County Public Health guidelines.

Unfortunately, the Town has experienced COVID positive staff cases. Public Health is aware of these cases and working through contact tracing. You will be contacted by Public health if you were exposed through close contact. If you are exposed through close contact, we will ask that you stay home and get tested. You can return to work when you have negative test results.

The following are revised CDC guideline definitions of a “close contact”:

Someone who was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the patient is isolated.\* Individual exposures added together over a 24-hour period (e.g., three 5-minute exposures for a total of 15 minutes)

Thank you for continuing to follow the Five Commitments:

- Stay Home if you are Sick
- Wear a face covering
- Maintain physical distancing
- Limit gatherings
- Wash your hands

## **COVID Guidelines and Frequently Asked Questions**

### **What is Changing Today?**

1. We are requiring employees to stay at home and work remotely, if remote work is available. Staggered schedules if employees are reporting to work on as needed basis. If remote work is not an option, you will be placed in working pods with staggered schedules to minimize exposure and keep Town operations going.
2. All meetings that involve outside agencies or the public should to be converted to Zoom, phone or conference calls.
3. Travel for town business and attendance at trainings and conferences that include participants outside of the region are canceled or postponed until further notice.
4. Employees shall not congregate in common spaces in buildings.
5. Travel outside of the area should be canceled. If you must travel, you will need to make plans to get tested and not report to work until a negative test is returned including utilizing PTO for this time period or any required quarantine time.
6. Use of Paid Leave for Testing Benefit goes into effect until further notice.
7. Other than the items listed above, it is business as usual at this time. This situation is quickly evolving, and new information or protocols will be shared as quickly as possible.



## **What about the Families First Coronavirus Act and Emergency Paid Sick Leave (FFCRA and EPSL)?**

1. An employee (must have been employed at least 30 days prior to leave request) is entitled to take leave related to COVID if the employee is unable to work, including unable to telework, because the employee:
  - a. is subject to a Federal, State, or local quarantine or isolation order related to COVID
  - b. has been advised by a health care provider to self-quarantine related to COVID (must produce orders to Supervisor/HR)
  - c. is experiencing COVID-19 symptoms and is seeking a medical diagnosis (COVID test)
  - d. is caring for an individual subject to an order described in (a) or self-quarantine as described in (b)
  - e. is caring for his or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID related reasons
  - f. is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services
2. An employee is eligible for up to 80 hours (or a part time employee's 2-week work schedule average equivalent) of EPSL pay
3. For qualifying reasons related to (e), an employee may be eligible Expanded Family Medical Leave with the first 2 weeks as unpaid (or use of PTO) and then for up to 10 weeks of partially paid for at 2/3 their regular pay
4. HR and supervisors must be aware of the need for leave prior to approval

## **What if I'm Sick?**

1. If you do not feel well, please stay home.
2. If employees come to work displaying flu-like symptoms (respiratory problems, fever, etc.) they will be asked to leave. We will request that you get tested for COVID.
3. Employees who have flu-like or COVID related symptoms will be asked to stay home while they are sick and not return to work until there has been no fever for 24 hours and all symptoms have improved and at least 10 days have passed since symptoms began.
4. Managers and supervisors should report situations in which employees are exhibiting flu-like symptoms to their Director. Directors should report the situation to HR.

## **What if I Have Traveled?**

1. Employees who travel out of the area unnecessarily, will be required to stay out of the workplace until a negative COVID test is produced and/or the required quarantine period has been observed. Employees should work with their supervisor to determine if work from home is an option.

## **What if there is a Confirmed Case in my Workplace?**

1. All employees who test positive for COVID must report this to their supervisor and HR so we may report your information to the County Public Health to begin contact tracing protocols. HIPAA regulations will be followed, and employee names will not be given to other staff members. If



employees or customers are known to be exposed, the Health Department will give direction on quarantine and whether offices or buildings are closed.

#### **What if the Schools Close?**

1. The town will work with employees who may not have childcare or other dependent care due to closure of schools, daycares, nursing facilities, etc. during this situation. If employees do not have other alternatives and must stay at home to care for a dependent, the town will provide leave under the FFCRA rules (see information above). The expectation is that the employee will work from home when possible or work with their supervisor to find alternative schedules that would allow the employee to continue working.

#### **What will Happen if the Virus Outbreak Gets Worse?**

1. The town is continuing to work on our planning in the case of greater impact to our operations.

Thank you for your ongoing professionalism and dedication to serve. We will get through this together.





**TOWN OF MOUNTAIN VILLAGE**

455 Mountain Village Blvd.

Mountain Village, CO 81435

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**TO:** Mayor Benitez and Town Council

**DATE:** November 19, 2020

**FROM:** Finn Kjome, Public Works Director

**Re: Other Business -** Consideration of Approval for the Hiring of a Recently Vacated Water Department Position and Road and Bridge Position

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**OVERVIEW:**

The Water Department and Road and Bridge department each had a FTYR employee submit their resignation this week. With the current hiring freeze, Public Works is requesting approval to fill both FTYR positions. With snowmaking season ongoing, and winter road maintenance already underway, these positions are crucial to continue to provide a high level of service and maintenance throughout the winter season and beyond.

This request has been circulated to the Budget and Finance committee who supported hiring both positions.