

TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, JANUARY 21, 2021, 8:30 AM
TO BE HELD REMOTELY VIA ZOOM WEBINAR
AGENDA **REVISED**

https://zoom.us/webinar/register/WN_BuUZHkcRSEqOXs0KcRscrA
(see login details below)

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	5			Public Comment on Non-Agenda Items
3.	8:35	5	Johnston	Action	Liquor License Authority: a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area
4.	8:40	10	Vergari	Informational Action	Finance: a. Presentation of the December 31, 2020 Business & Government Activity Report (BAGAR) b. Consideration of the November 30, 2020 Financials
5.	8:50	15	Miller Wisor Montgomery	Action	Consideration of a Letter of Response to a Referral from SMC Planning Department to TMV for the Society Turn Sketch Plan Review
6.	9:05	10	Ward	Action	Consideration of a Resolution Adopting Interim Small Cell Infrastructure Design Guidelines
7.	9:15	10	Miller Applicant	Action <i>Quasi-Judicial</i>	Second Reading, 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 December 10, 2020 Regular Town Council Meeting</i>
8.	9:25	45	Miller Applicant	Worksession	A Joint Worksession between the DRB and Town Council Regarding Unit 12, The Ridge to Discuss a Variance to the Coonskin Ridge View Plane Exhibit Found in the Ridgeline Covenant and Town and County Settlement Agreement from a Height Restriction Limitation of 20 feet to 35 feet
9.	10:10	15	Berry	Informational	Green Team Committee Quarterly Report
10.	10:25	10	Dohnal Montgomery	Informational	Staff Reports: a. Business Development and Sustainability b. Town Manager
11.	10:35	20	Town Council	Informational	Town Council Informational Council Boards and Commissions Updates 1. Telluride Tourism Board – Berry 2. Colorado Flights Alliance – Gilbride 3. Transportation & Parking – Benitez/Duprey 4. Budget & Finance Committee – Gilbride/Duprey 5. Gondola Committee – Caton/Berry 6. Colorado Communities for Climate Action – Berry 7. San Miguel Authority for Regional Transportation (SMART) – Caton/Prohaska 8. Eco Action Partners – Berry/Prohaska 9. Telluride Historical Museum – Prohaska 10. Telluride Conference Center – Gilbride/Binder 11. Alliance for Inclusion – Binder 12. Green Team Committee – Berry/Prohaska 13. Business Development Advisory Committee – Caton/Benitez 14. Mayor's Update – Benitez
13.	10:55	10		Informational	Other Business:
14.	11:05	60	Wisor	Legal	Executive Session pursuant to C.R.S. 24-6-402(4)(f) to Discuss Personnel

					Matters for Which the Employee has Consented: Town Manager Review
15.	12:05				Adjourn

SJ/CL
1/08/2021

You are invited to a Zoom webinar.

When: Jan 21, 2021 08:30 AM Mountain Time (US and Canada)
Topic: January 21, 2021 Regular Town Council Meeting

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_BuUZHkcRSEqOXs0KcRscrA

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.
- 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.

Town of Mountain Village

Date: 1/15/2021
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Town Clerk
RE: Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area

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

All required documentation and fees have been received. The packet has been reviewed by the following departments: Clerks, Legal and Police with no adverse findings. The applicant is requesting the CCA be allowed 365 days per year for those establishments that choose to stay open in the off seasons. The following condition applies with the re-certification:

- Applicant shall provide an updated insurance certificate to the Clerk's Office by May 1, 2021 to show coverage for the remainder of the 2021 calendar year

Staff recommendation: Motion to approve the re-certification of the Mountain Village Promotional Association and Common Consumption Area with the above noted condition.



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

Promotional Association Name (exactly as it appears on incorporation documents): Mountain Village Promotional Association
Description of Common Consumption Area Boundaries: Pedestrian areas of Mountain Village Core (see map)
Mailing Address of Promotional Association: 113 Lost Creek Lane Suite A, Mountain Village, CO 81435
Primary Contact: Anton Benitez
Primary Contact Phone Number: 970-728-1904
Primary Contact Email Address: anton@tmvoa.org

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

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



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

Please mark below which days and hours the Common Consumption Area will be open and operational. See Security Spreadsheet

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

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




PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA
CERTIFICATION RENEWAL REQUEST

CERTIFICATION OF APPLICANT

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


Authorized Signature

12/31/20
Date


MVPA Board President
Title

REPORT AND APPROVAL OF THE LOCAL LIQUOR LICENSING AUTHORITY

Susan Johnston
Town Clerk
Town of Mountain Village

Date

TOWN OF MOUNTAIN VILLAGE
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA

CERTIFICATION RENEWAL REQUEST

PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA GENERAL GUIDELINES:

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

Revisions and amendments to this original application for Common Consumption Area

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



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

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

ABOVE SPACE FOR OFFICE USE ONLY

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

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

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

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

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

United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

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

(Province - if applicable) (Country)

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

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

OR

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

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

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

Mailing address
(leave blank if same as street address)

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP Code)

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

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

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

Name
(if an individual)

Solomon

(Last)

Joseph

(First)

A.

(Middle)

(Suffix)

OR

(if an entity)

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

Mailing address

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

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

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

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

- The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

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

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

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

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

Disclaimer:

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

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

**Article 1
Purpose**

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

**Article 2
Principal Office**

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

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

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

**Article 3
Board of Directors**

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

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

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

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

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

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

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

Article 4 Meetings of Directors

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

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

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

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

Article 5 Officers and Duties

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

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

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

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

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

Article 6 Memberships

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

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

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

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

Article 7
Budget and Fiscal Year

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

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

Article 8
Amendment of Bylaws

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

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

STEPHEN A ROTH
~~_____~~ President

Attest: Todd Gehlke
~~_____~~ Secretary

**Mountain Village Promotional Association
Directors and Officers**

President: Adam Singer
Poachers Pub

Vice President: John Volponi
Madeline Hotel & Residences

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

Director: Anton Benitez
Telluride Mountain Village Owners Association

Director: Abbott Smith
Telluride Distilling Company

Director: Mary Ann Slezak
Telluride Coffee Company

Director: Erica Jurecki
Tracks Café & Bar

Director: John Gerona
The Village Table

Director: Tommy Thatcher
Telluride Brewing Company

List of Licensed Premises & State Liquor License Numbers

Licensed Premises in Promotional Association	State Liquor License #	Liquor Violations	Operational Agrmnts	Square Footage	Location
Telski (Crazy Elk, Tomboy Tavern, Pick, Siam Talay, Plaza Lounge)	40919590001	N/A	N/A	8,474	Heritage Plaza & Sunset Plaza
Telluride Conference Center	03-00972	N/A	N/A	9,000	Conference Center Plaza
Poachers Pub	24934470000	N/A	N/A	1,370	Sunset Plaza
Hotel Madeline	42970090000	N/A	N/A	4,360	Heritage Plaza
Telluride Distilling Company	03-03224	N/A	N/A	2,170	Conference Center Plaza
Tracks Café and Bar	15-42422-0000	One in 2000	N/A	1,846	Heritage Plaza
Telluride Coffee Company	03-12618	N/A	N/A	600	Heritage Plaza
The Village Table	4701124	N/A	N/A	2,531	Conference Center Plaza
Telluride Brewing Company	25-59705-0002	N/A	N/A	1,450	Heritage Plaza
Total Square Feet of Licensed Premises				31,801	

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

Participating Non-Liquor Licensed Establishments in the Promotional Association	Location
Boot Doctors	Heritage Plaza
Burton	Heritage Plaza
Christy Sports (Both Locations)	Heritage Plaza
Heritage Apparel	Heritage Plaza
Mountain Adventure Equipment	Sunset Plaza
North Face	Heritage Plaza
Rinkevich Gallery	Conference Center Plaza
Shake N Dog	Heritage Plaza
Sothebys	Heritage Plaza
TASP - (both locations)	Sunset Plaza
Telluride Naturals	Heritage Plaza
Telluride Properties	Sunset Plaza
Telluride Real Estate Corp	Heritage Plaza
Telluride Sports (both locations)	Heritage Plaza
T-Karn Imports	Heritage Plaza
TMVOA	Sunset Plaza
TSG Ski Valet / Slopeside Lockers	Heritage Plaza
TSG Ticket Office (excluding the Children's Center/Nursery)	Heritage Plaza
Wagner Custom Skis	Conference Center Plaza
Neve	Reflection Plaza
The Resort Store	Gondola Plaza
Non-Liquor Licensed Premises NOT in the Promotional Association	Location
Wells Fargo	Conference Center Plaza
Starbucks	Reflection Plaza
Black Tie Ski Rentals	Conference Center Plaza

Mountain Village Promotional Association
Expanded Common Consumption Area Application
January 2021

TMV Requirement #5: List any changes from the 2020 re-certification:

We respectfully request that the CCA be allowed 365 days per year for those establishments that choose to stay open in the off seasons.

Mountain Village Promotional Association
Expanded Common Consumption Area Application
January 2021

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

Comments:

- Location of Physical Barriers: These are no longer required per TMV
- Entrances and Exits: Shown on map
- Location of attached licensed premises: Shown on map
- Licensed premises adjacent to but not attached: The Peaks and Lumiere
- Location of Security Personnel: Roaming

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

LEGEND:

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



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

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

PARTICIPATING CCA ESTABLISHMENTS

- | | |
|---|--|
| <ol style="list-style-type: none"> 1 Boot Doctors & Paragon Outdoors 2 Burton 3 Christy Sports (BOTH LOCATIONS) 4 Heritage Apparel 5 Mountain Adventure Equipment 6 Shake N Dog Grub Shack 7 Slopeside Lockers 8 Sotheby's 9 T Karn 10 Telluride Naturals | <ol style="list-style-type: none"> 11 Telluride Real Estate Corp 12 TSG Ticket & Pass Office
<small>(excluding the Children's Center/Nursery)</small> 13 Telluride Properties 14 Telluride Sports (BOTH LOCATIONS) 15 Telluride Adaptive Sports Program
<small>(BOTH LOCATIONS)</small> 16 The North Face 17 TMVOA 18 Wagner Custom Skis 19 Rinkevich Gallery |
|---|--|

COMMON CONSUMPTION AREA (CCA) OVERVIEW

- The CCA encompasses Heritage Plaza, Sunset Plaza and Village Pond Plaza.
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences can be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

- LEGEND:**
- COMMON CONSUMPTION AREA (CCA)
 - CCA ESTABLISHMENTS
 - PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

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

PARTICIPATING CCA ESTABLISHMENTS

- | | |
|---|--|
| <ol style="list-style-type: none"> 1 Boot Doctors & Paragon Outdoors 2 Burton 3 Christy Sports (BOTH LOCATIONS) 4 Heritage Apparel 5 Mountain Adventure Equipment 6 Shake N Dog Grub Shack 7 Slopeside Lockers 8 Sotheby's 9 T Karn 10 Telluride Naturals | <ol style="list-style-type: none"> 11 Telluride Real Estate Corp 12 TSG Ticket & Pass Office
<small>(excluding the Children's Center/Nursery)</small> 13 Telluride Properties 14 Telluride Sports (BOTH LOCATIONS) 15 Telluride Adaptive Sports Program
<small>(BOTH LOCATIONS)</small> 16 The North Face 17 TMVOA 18 Wagner Custom Skis 19 Rinkevich Gallery |
|---|--|

COMMON CONSUMPTION AREA (CCA) OVERVIEW

- The CCA encompasses Heritage Plaza, Sunset Plaza and Village Pond Plaza.
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences can be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

Mountain Village Promotional Association 2021 Common Consumption Area Security Plan

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

Liquor license holders participating in the common consumption area for 2021 and are; Hotel Madeline, Poachers Pub, Tracks Café & Bar, Telluride Coffee Company, The Village Table, Telluride Distilling Company, Telluride Brewing Company and TSG (Crazy Elk, Tomboy Tavern, The Pick, Siam's Talay, Telluride Conference Center).

TSG/TMVOA will hire the necessary security staff to include 1 roaming security person to cover the common consumption area and an additional security person on Friday and Saturday nights from 5-10pm. When the gondola is closed in the off-season, the Board Members of the Mountain Village Promotional Association will perform security services on a rotating basis depending on who is open.

The Mountain Village Promotional Association Board of Directors will oversee the security crew. The primary point of contact for the Town will be TMVOA's Operations Manager. This person will meet with the Town's chief of police or his designee as needed to go over any potential issues and security concerns with the common consumption area.

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

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

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

The work day schedule:

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

Security Plan and Training:

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

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

Barriers and Signage:

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

2021 Mountain Village Promotional Association CCA Hours of Operation / Security Schedule:

- Assumes 1 roaming security staff member from Noon to 9pm with an additional person from 5-10 on Fridays & Saturdays
- On Sunset Concert nights and Red, White and Blues, there will be an additional 6 security personnel. Events COVID contingent and dates TBD.
- Hours of Operation: Noon to 9pm
- Dates: Every day in 2021

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION
PLAZA LICENSE AGREEMENT**

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

RECITALS

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

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

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

3. LOCATION.

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

4. USE.

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

5. MAINTENANCE.

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

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

7. INSURANCE REQUIREMENTS.

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

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

8. TERMINATION.

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

9. HOURS OF OPERATION.

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

10. LICENSE FEES.

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

shall be refunded 30 days after the expiration and/or termination of this License Agreement; provided however, that the Town shall be entitled to retain the Performance Bond for an additional 45 days to secure the obligations of any unresolved pending action remaining at the end of this 30 day period.

- ii. The Licensee shall bear all costs and expenses related to the construction and/or maintenance of any utility and other amenities needed by Licensee in connection with the exercise of it rights pursuant to the License.
 - iii. The Licensee shall bear all costs for any and all improvements to the Plaza Unit, both within and surrounding the Town Plaza Areas, which are reasonably required by the Town, pursuant to applicable health and safety laws, ordinances, and/or regulations, to limit hazards or dangers and provide for the safe operation of the common consumption area Town Plaza Areas.
- b. By the Town:
- i. The Town shall not be required to make any improvements to the Town Plaza Areas, or expend any money for the benefit of the Licensee.

11. ADDITIONAL TERMS AND CONDITIONS.

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

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

<u>If to Licensee:</u>	<u>(With a copy to):</u>
Mountain Village Promotional Association	

If to the Town:

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

(With a copy to):

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

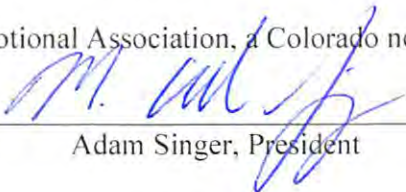
(Signature Pages Follow)

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By:


Adam Singer, President

TOWN:

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

By:

Kim Montgomery, Town Manager

Approved as to Form:

Jim Mahoney, Town Attorney

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

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

RECITALS

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

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

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

3. LOCATION.

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

4. DATES AND HOURS OF OPERATION.

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

5. USE.

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

6. MAINTENANCE.

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

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

8. INSURANCE REQUIREMENTS.

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

9. TERMINATION.

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

10. ADDITIONAL TERMS AND CONDITIONS.

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

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

If to Licensee:

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

(With a copy to):

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

If to the TSG:

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

(With a copy to):

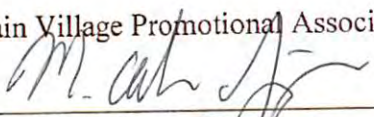
Stefanie Solomon, Esq.
TSG Ski & Golf
620 Mountain Village Blvd
Mountain Village, CO 81435
Email: ssolomon@tellurideskiresort.com
Phone: (970) 728-7318

(Signatures on next page)

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By: 
Adam Singer, President

TSG:

TSG SKI & GOLF, LLC
a Delaware limited liability company

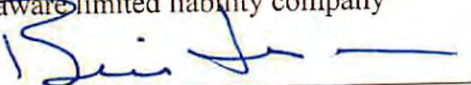
By: 
Bill Jensen, CEO

Exhibit A

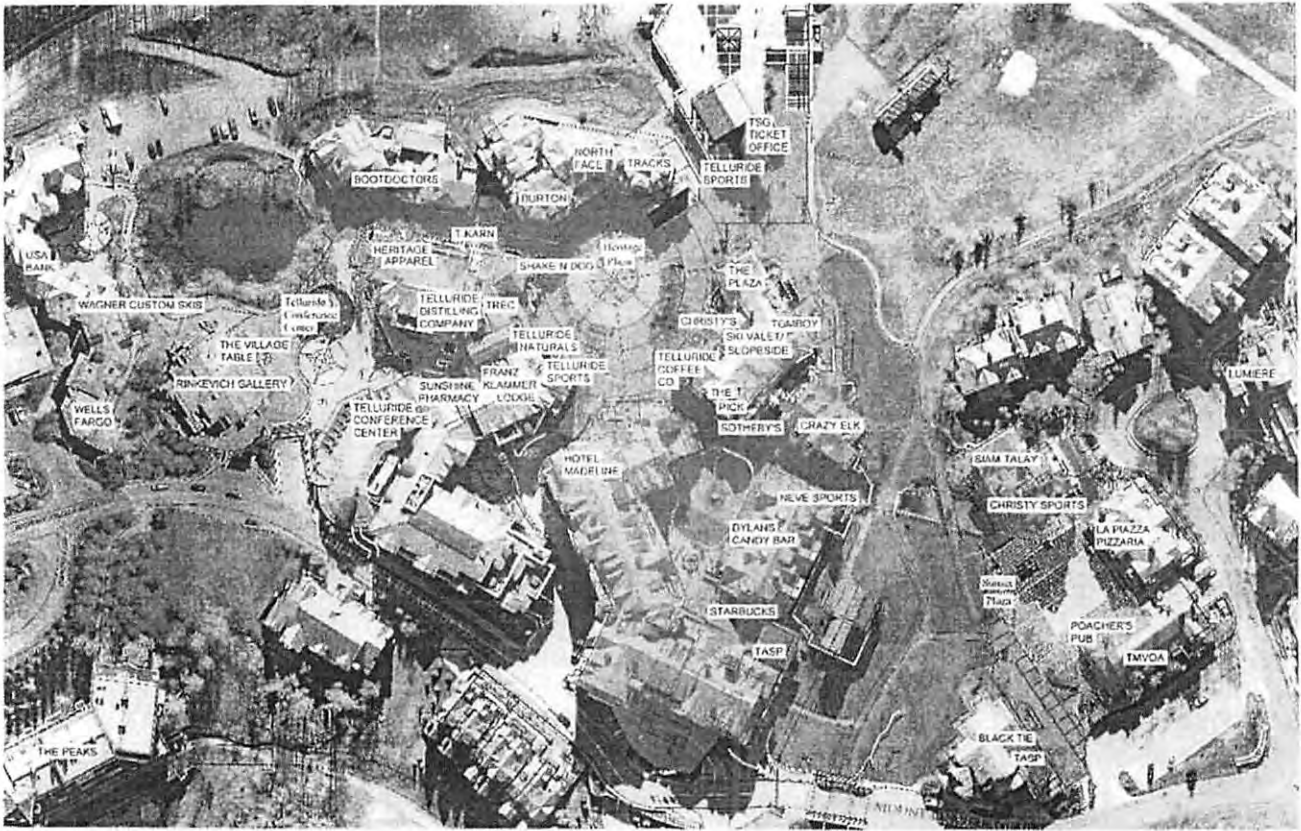
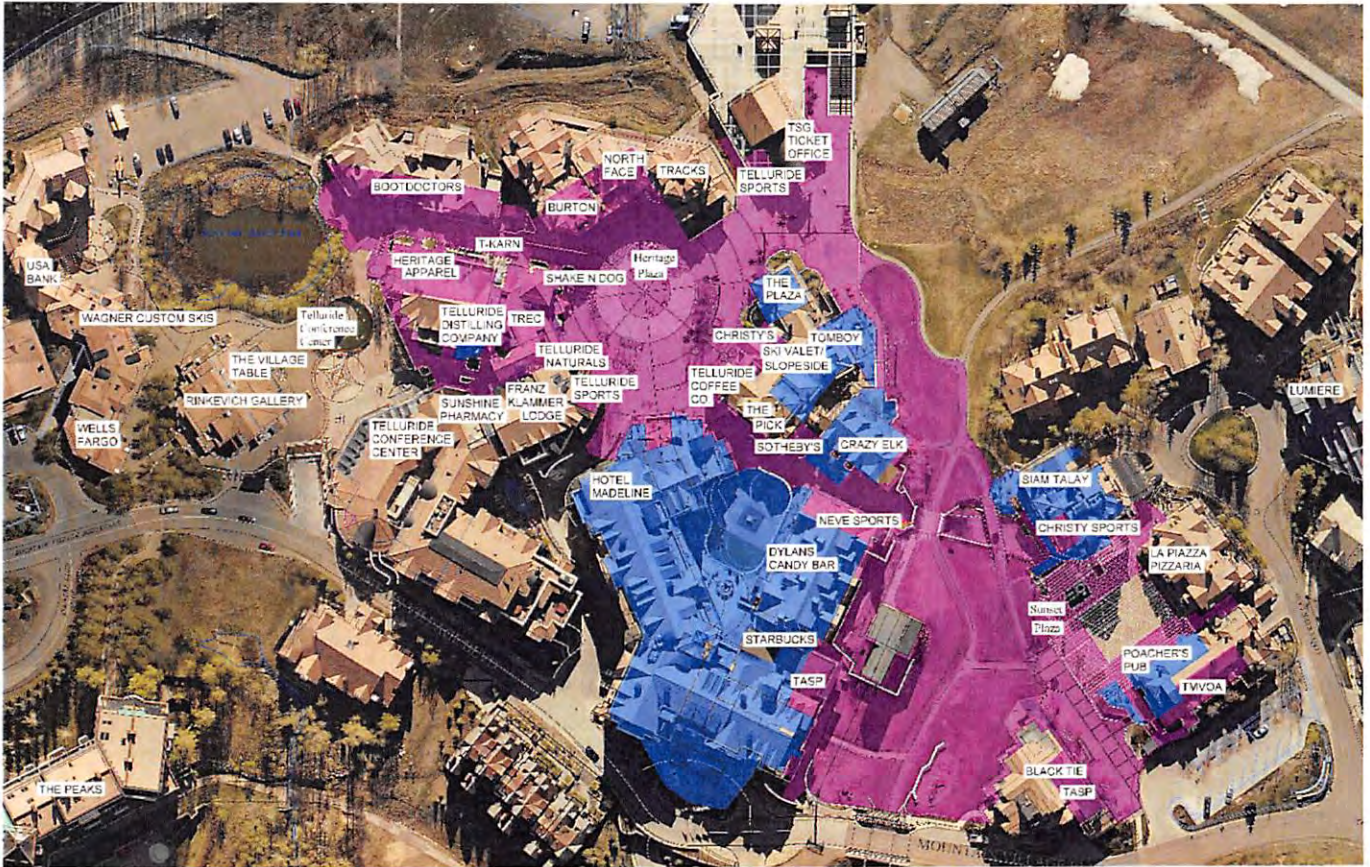


Exhibit A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Matthew L. Hall	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: matth@hlic.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Telluride Mountain Village Owners Association 113 Lost Creek Ln Ste A Mountain Village, CO 81435	INSURER A : Nationwide Mutual Insurance Company		23787
	INSURER B : Travelers Insurance		19046
	INSURER C : Pinnacol Assurance		41190
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACP7533146485	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							HIRED NONOWNED	\$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PPP7460175	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4119761	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Mountain Village is listed as additional insured with regards to general and liquor liability.

CERTIFICATE HOLDER

CANCELLATION

Town of Mountain Village 455 Mountain Village Blvd. Suite A Mountain Village, CO 81435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Matthew L. Hall PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: matth@hlic.com
	INSURER(S) AFFORDING COVERAGE
INSURED Mountain Village Promotional Association 113 Lost Creek Lane Ste A Mountain Village, CO 81435	INSURER A : Secura Insurance Company
	INSURER B : Golden Bear Insurance Corporation
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		CP3308544	7/16/2020	7/16/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY							\$
	<input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OCCUR							\$
	EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
B	Liquor Liability	<input checked="" type="checkbox"/>		GLL 03778	5/1/2020	5/1/2021	Liquor	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Mountain Village is listed as additional insured with regards to general and liquor liability.

CERTIFICATE HOLDER

CANCELLATION

Town of Mountain Village 455 Mountain Village Blvd. Suite A Mountain Village, CO 81435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

 Business and Government Activity Report For the month ending: December 31st									
Activity	2020			2019			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Cable/Internet									
<i>Reporting criteria is changing, prior period data not comparable.</i>									
TV Residential Subscribers	634	43		NA	NA		NA	NA	
TV Bulk Subscribers	483	0		NA	NA		NA	NA	
TV Inactive Digital Subscribers	121	(1)		NA	NA		NA	NA	
Cable Modem Residential Cable Modem Subscribers	870	41		NA	NA		NA	NA	
Cable Modem Business Net Service Subscribers	38	2		NA	NA		NA	NA	
Cable Modem Hospitality Subscribers	278	0		NA	NA		NA	NA	
Dark Fiber Transport	7	2		NA	NA		NA	NA	
Fiber Hospitality Subscribers	8	0		NA	NA		NA	NA	
Fiber Residential Subscribers	255	15		NA	NA		NA	NA	
Phone Subscribers	73	(3)		92	0		(19)	-20.65%	
Village Court Apartments									
Occupancy Rate	%	99.09%	-0.91%	99.51%	99.55%	-0.45%	99.32%	0.19%	0.2%
# Vacated Units		2	0	25	2	1	18	7	38.9%
# Work Orders Completed		7	(11)	238	22	(1)	357	(119)	-33.3%
# on Waiting List		253	0		198	(2)		55	27.8%
Public Works									
<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		665	0	9,474	614	143	4,423	5,051	114.2%
Truck Rolls		27	(117)	3,586	na	NA	na	NA	NA
Snow Fall	Inches	37	10	184	38	19	310	(126)	-40.6%
Snow Removal - Streets & Prkg Lots	Hours	580	352	3,394	1,130	929	4,950	(1,556)	-31.4%
Roadway Maintenance	Hours	3	(87)	777	3	(60)	1,479	(702)	-47.5%
Water Billed Consumption	Gal.	39,140,000	(166,000)	201,433,000	46,822,000	9,167,000	283,417,000	(81,984,000)	-28.9%
Sewage Treatment	Gal.	7,192,000	235,000	106,812,000	8,421,000	(539,000)	98,898,000	7,914,000	8.0%
Child Development Fund									
# Infants Actual Occupancy		6.44	0.06		5.95	0.79		0.49	8.2%
# Toddlers Actual Occupancy		11.19	(0.87)		16.12	(0.35)		(4.93)	-30.6%
# Preschoolers Actual Occupancy		16.56	2.56		15.56	0.24		1.00	6.4%
Transportation and Parking									
<i>2019 special event parking was \$135,833, Inbound traffic counter is not available at this time.</i>									
GPG (noon snapshot)		9,165	5,896	65,300	10,569	7,836	79,605	(14,305)	-18.0%
GPG Parking Utilization (% of total # of spaces occupied)		64.3%	40.60%	38.8%	74.10%	54.30%	47.4%	-8.6%	-18.1%
HPG (noon snapshot)		2,333	1,347	14,836	2,036	1,387	15,765	(929)	-5.9%
HPG Parking Utilization (% of total # of spaces occupied)		71.0%	40.00%	38.2%	62.00%	41.60%	40.7%	-2.5%	-6.1%
Total Parking (noon snapshot)		16,671	9,365	116,954	16,742	11,454	135,574	(18,620)	-13.7%
Parking Utilization (% of total # of spaces occupied)		66.5%	36.40%	39.5%	66.80%	45.00%	45.9%	-6.4%	-13.9%
Paid Parking Revenues		\$46,485	\$29,625	\$386,141	\$48,051	\$40,168	\$514,357	(\$128,216)	-24.9%
Bus Routes	# of Passengers	na	NA	19,147	685	(5,813)	68,605	(49,458)	-72.1%
Employee Shuttle	# of Passengers	na	NA	3,598	1,434	201	16,990	(13,392)	-78.8%
Employee Shuttle Utilization Rate	%	na	NA	47.0%	45.50%	-8.10%	52.6%	-5.60%	-10.6%
Inbound (Vehicle) Traffic (Entrance)	# of Cars	na	NA	502,403	70,727	18,782	791,895	(289,492)	-36.6%
Part Time EE's: Council (7), Judge (1), Child Care (6) Seasonal EE's: Gondola Ops, Parking, Groundskeeper, Recreation New Hires: Seasonal EE's Terms: 1 Gondola Seasonal Ops, 2 Streets, 1 Groundskeeper, 1 Horticulturalist Reason for Terms: 1 not returning for winter season, 1 no housing opportunities, 1 performance, 2 other employment									
Human Resources									
FT Year Round Head Count		82	1		86	0		(4)	-4.7%
Seasonal Head Count (FT & PT)		4	4		2	0		2	100.0%
PT Year Round Head Count		14	0		15	0		(1)	-6.7%
Gondola FT YR, Seasonal, PT YR Head Count		66	3		58	(3)		8	13.8%
Total Employees		164	6		161	(3)		3	1.9%
Gondola Overtime Paid	Hours	256	56	2,784	386	(12)	4282	(1,498)	-35.0%
Other Employee Overtime Paid		80	(182)	1,117	39	(201)	1227	(110)	-9.0%
# New Hires Total New Hires		8	(6)	82	5	(12)	101	(19)	-18.8%
# Terminations		5	(5)	80	6	(10)	98	(18)	-18.4%
# Workmen Comp Claims		0	(1)	3	2	(1)	19	(16)	-84.2%
Workmen Comp Claims Costs		\$0	\$0	\$7,583	\$0	(\$367)	\$11,737	(\$4,154)	-35.4%
Number of Reported Injuries		0	(1)	7	2	(1)	21	(14)	-66.7%
Marketing & Business Development									
<i>Town hosted meetings include Zoom meetings due to COVID-19</i>									
Town Hosted Meetings		5	(1)	111	3	(1)	52	59	113.5%
Email Correspondence Sent		8	(7)	182	10	(2)	210	(28)	-13.3%
E-mail List	#	7,913	4		6,832	139		1,081	15.8%
Ready-Op Subscribers		1,981	21		na	NA		NA	NA
News Articles		32	9	267	31	9	185	82	44.3%
Press Releases Sent		2	1	29	3	(4)	59	(30)	-50.8%
Gondola and RETA									
<i>Current RETA revenues are unaudited, the gondola/chondola was shut down about Mid-March through Mid-June</i>									
Gondola	# of Passengers	208,324	161,254	2,412,631	329,966	283,691	3,151,603	(738,972)	-23.4%
Chondola	# of Passengers	26,061	22,078	110,576	29,842	27,772	134,502	(23,926)	-17.8%
RETA fees collected by TMVOA		\$ 2,044,972	\$ 470,924	\$ 12,285,512	\$ 638,891	\$ (506,134)	\$ 7,014,726	\$ 5,270,786	75.1%



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

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

Recreation		Winter = Nov 1 - Apr 30							
Ice Rink Skaters		855	855	3310	2187	1737	4607	(1,297)	-28.2%
Snow Cat Hours		4	4	214	91	91	547	(333)	-60.8%
Platform Tennis Registrations		60	44	140	40	20	353	(213)	-60.3%

Police									
Calls for Service	#	576	177	4,345	474	221	4,218	127	3.0%
Investigations	#	13	7	137	27	15	175	(38)	-21.7%
Alarms	#	32	8	267	38	12	363	(96)	-26.4%
Arrests	#	1	0	16	1	0	35	(19)	-54.3%
Summonses	#	0	0	20	9	6	42	(22)	-52.4%
Traffic Contacts	#	6	5	123	12	3	201	(78)	-38.8%
Traffic Tickets Written	#	0	(1)	21	1	(3)	46	(25)	-54.3%
Parking Tickets Written	#	418	68	3,135	582	289	4,214	(1,079)	-25.6%
Administrative Dismissals	#	7	6	27	8	3	56	(29)	-51.8%

Building/Planning									
Community Development Revenues		\$69,410	\$42,013	\$1,417,453	\$32,965	(\$26,343)	\$1,386,351	\$31,102	2.2%
# Permits Issued		41	-20	435	33	(17)	457	(22)	-4.8%
Valuation of Mtn Village Remodel/New/Additions Permits		\$736,836	(\$125,589)	\$42,430,275	\$528,184	(\$642,891)	\$45,036,262	(\$2,605,987)	-5.8%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$17,205	(\$278,840)	\$3,234,418	\$123,432	(\$57,377)	\$3,499,672	(\$265,254)	-7.6%
Valuation Telluride Electric/Plumbing Permits		\$1,445,250	\$1,142,992	\$3,933,478	\$115,466	(\$782,189)	\$4,603,106	(\$669,628)	-14.5%
# Inspections Completed		386	34	3,560	438	100	4,203	(643)	-15.3%
# Design Review/Zoning Agenda Items		10	(9)	143	19	(6)	173	(30)	-17.3%
# Staff Review Approvals		16	(1)	357	9	(7)	177	180	101.7%

Plaza Services									
Snow Removal Plaza	Hours	178	52	1311	520	310	3,037.0	(1,726)	-56.8%
Plaza Maintenance	Hours	594	221	3986	312	59	4072	(86)	-2.1%
Lawn Care	Hours	0	(15)	662	0	(2)	1620	(958)	-59.1%
Plant Care	Hours	0	(14)	1707	0	(30)	2526	(819)	-32.4%
Irrigation	Hours	0	(6)	752	0	0	820	(69)	-8.4%
TMV Trash Collection	Hours	102	17	1128	97	46	1174	(46)	-3.9%
Christmas Decorations	Hours	69	(685)	1736	313	(495)	2380	(645)	-27.1%

Vehicle Maintenance									
# Preventive Maintenance Performed		25	5	239	13	(6)	203	36	17.7%
# Repairs Completed		21	6	231	15	(23)	268	(37)	-13.8%
Special Projects		3	2	16	0	(2)	38	(22)	-57.9%
# Roadside Assists		0	0	1	0	0	5	(4)	-80.0%

Finance									
# Other Business Licenses Issued		30	17	1,104	22	8	1,039	65	6.3%
# Privately Licensed Rentals		2	(1)	78	2	2	77	1	1.3%
# Property Management Licensed Rentals		10	(4)	457	4	3	431	26	6.0%
# Unique VRBO Property Advertisements Listings for MV		480	1	4,444	437	8	4,444	43	9.8%
# Paperless Billing Accts (total paperless customers)		1,241	21	10,000	1,092	25	10,000	149	13.6%
# of TMV AR Bills Processed		2,153	(5)	26,093	2,178	11	26,051	42	0.2%

Accounts Receivable					General Fund Investment Activity				
	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments				
Current	\$551,896	95.6%	\$517,607	89.6%	\$8,282	50.0%	Change in Value (Month) (\$496,457)		
30+ Days	2,964	0.8%	23,733	4.1%	921	5.6%	Ending Balance \$10,996,882		
60+ Days	12,115	3.3%	15,425	2.7%	-	0.0%	Investment Income (Month) \$5,850		
90+ Days	11	0.0%	15,515	2.7%	-	0.0%	Portfolio Yield na		
over 120 days	962	0.3%	5,237	0.9%	7,361	44.4%	Yield Change (Month) na		
Total	\$ 367,948	100.0%	\$ 577,517	100.0%	\$ 16,564	100.0%			
	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics		
Current	\$23,897	74.7%	\$ 901,682	90.7%	\$46,188	111.9%	Population (estimated) 1,434		
30+ Days	4,872	15.2%	32,490	3.3%	4,613	11.2%	(Active) Registered Voters 871		
60+ Days	665	2.1%	28,205	2.8%	3,071	7.4%	Property Valuation 314,681,000		
90+ Days	409	1.3%	15,935	1.6%	(10,519)	-25.5%			
over 120 days	2,151	6.7%	15,711	1.6%	(2,071)	-5.0%			
Total	\$31,994	100.0%	\$ 994,023	100.0%	\$ 41,282	100.0%			



Memorandum

To: Town Council
From: Julie Vergari, Chief Accountant
Date: January 13, 2021
Re: Town of Mountain Village Financial Statements through November 2020

Mountain Village Financials Statements through November 2020

General Fund Summary

The November financials reflect revised budgets adopted for 2020 and prorated accordingly. As of November 30, 2020, the General Fund reflects a surplus of \$888,000 primarily resulting from taxes and contributions, and unexpended funds. Permit and use taxes are now under the budget. Sales taxes show a decrease of 6.3% from prior year and are over the annual budget. Revenues of \$10.6 million were over the budget by \$712,00 due mainly to sales taxes, building fines, investment income, and contributions.

Total GF operating expenditures of \$7.9 million were under budget by \$275,000.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ -	\$ 51,701	\$ 51,701	-
Child Development Fund	\$ 20,894	\$ 145,958	\$ 93,141	(52,817)
Conference Center Subsidy	\$ -	\$ 217,762	\$ 211,666	(6,096)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ -	\$ 401,165	\$ 448,056	46,891
Broadband Fund	\$ 1,619,811	\$ 1,719,043	\$ 1,619,811	(99,232)
Vehicle & Equipment Acquisition Fund	\$ -	\$ 65,000	\$ 62,447	(2,553)

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	\$ 2,691	\$ 546,363	\$ 562,296	15,933
*Tourism Fund	\$ 2,575	\$ 61,068	\$ 61,539	471
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	\$ 1,907	\$ 29,333	\$ 22,528	(6,805)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

The Bobcat leases were renewed and a police vehicle was purchased. \$62,447 has been transferred from the General Fund.

Capital Projects Fund – No Fund Income Statement Attached

\$46,677 was spent on the Shop remodel and \$16,629 has been expended for safety improvements. \$51,701 has been transferred from the General Fund.

Historical Museum Fund – No Fund Income Statement Attached

\$101,810 in property taxes were collected and \$99,768 was tendered to the historical museum. The county treasurer retained \$2,042 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 \$4 million are 6.3% under 2019 through this period and are over budget. Restaurant shows the highest decrease at 20%, followed by Utility/Other at 8.8%.

Actual Sales Tax Base By Class, Through November 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	33,155,524	35,881,634	8%	39,133,301	9%	44,203,087	13%	42,722,803	(1,480,284)	-3.35%
Restaurant	17,635,513	18,434,278	5%	19,475,147	6%	21,787,033	12%	17,373,149	(4,413,884)	-20.26%
Retail	13,603,447	14,516,484	7%	15,443,383	6%	18,999,544	23%	19,663,449	663,905	3.49%
Utility/Other	9,264,723	9,207,343	-1%	9,418,322	2%	10,636,683	13%	9,703,227	(933,456)	-8.78%
Total	73,659,207	78,039,738	6%	83,470,152	7%	95,626,346	15%	89,462,627	(6,163,719)	-6.45%



Tourism Fund

2020 restaurant taxes totaling \$345,533 have been collected and \$338,622 was tendered to the airline guarantee program. \$1.7 million in lodging taxes were collected and \$1.68 million was tendered to the airline guarantee program and to MTI. The Town retained \$32,457 in administrative fees, and penalties and interest of \$2,609.

Lodging taxes are under prior year by 3.8% and over budget by 3.3%. Restaurant taxes are under prior year and over budget by 21% and 1.9%, 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%	313,904	-47.75%
April	7,638	8,353	18,205	17,822	855	-95.20%	3,377	-294.87%
May	16,633	12,493	18,134	24,335	784	-96.78%	24,680	-3047.12%
June	106,415	122,193	137,760	139,428	55,111	-60.47%	133,091	-141.50%
July	153,342	158,585	170,730	196,062	242,218	23.54%	181,679	24.99%
August	111,760	112,264	136,080	160,993	226,104	40.44%	150,644	33.37%
September	139,363	148,624	171,040	158,287	172,283	8.84%	146,445	15.00%
October	31,322	34,399	34,696	46,789	94,497	101.96%	47,928	49.28%
November	14,725	18,535	17,307	14,761	38,475	160.66%	14,946	61.15%
December	261,808	290,808	283,658	295,803	-	-100.00%	251,617	NA
Total	1,590,676	1,725,680	1,846,001	2,066,729	1,703,056	-17.60%	1,898,752	-11.49%
Tax Base	39,766,902	43,142,003	46,150,032	51,668,223	42,576,407		47,468,800	

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%	64,069	-26.71%
April	1,511	1,829	7,119	7,364	85	-98.85%	1,100	-1197.32%
May	4,568	4,448	4,838	4,299	553	-87.13%	736	-33.01%
June	34,359	34,365	39,048	38,614	9,040	-76.59%	27,215	-201.05%
July	44,827	46,470	46,603	60,113	37,654	-37.36%	42,805	-13.68%
August	35,020	34,998	39,031	44,673	37,776	-15.44%	30,740	18.63%
September	36,195	39,291	36,920	42,922	32,718	-23.77%	30,549	6.63%
October	11,312	13,519	12,695	17,657	19,559	10.77%	10,966	43.93%
November	5,099	5,352	7,221	3,503	7,614	117.35%	5,061	33.53%
December	59,070	54,303	53,383	57,178	-	-100.00%	40,966	NA
Total	411,969	423,017	442,390	493,579	345,533	-29.99%	380,017	-9.98%
Tax Base	20,598,437	21,150,852	22,119,524	24,678,936	17,276,629		19,000,850	

Business license fees of \$322,714 are over budget (2%) and prior year (1%). \$303,351 was remitted to MTI and \$28,903 in admin fees and penalties were transferred to the General Fund.

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

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Revenues									
Charges for Services	\$ 280,096	\$ 273,785	\$ 6,311	2.31%	\$ 302,458	\$ 22,362	\$ 344,283	\$ 374,340	\$ 523,675
Contributions	145,915	104,873	41,042	39.13%	114,340	(31,575)	37,412	2,914	72,167
Fines and Forfeits	67,100	8,431	58,669	695.87%	11,841	(55,259)	9,889	60,534	8,077
Interest Income	181,090	146,667	34,423	23.47%	160,000	(21,090)	257,960	114,514	32,880
Intergovernmental	453,171	526,525	(73,354)	-13.93%	534,135	80,964	535,171	427,218	364,509
Licenses and Permits	364,328	385,514	(21,186)	-5.50%	420,065	55,737	404,511	344,492	550,840
Miscellaneous Revenues	139,270	139,679	(409)	-0.29%	975,657	836,387	74,087	51,272	244,409
Taxes and Assessments	9,007,571	8,341,045	666,526	7.99%	9,100,768	93,197	9,123,804	8,356,530	8,691,495
Total Revenues	10,638,541	9,926,519	712,022	7.17%	11,619,264	980,723	10,787,117	9,731,814	10,488,052
Operating Expenses									
Legislation & Council	59,514	62,406	(2,892)	-4.63%	78,285	18,771	69,662	73,653	81,416
Town Manager	277,457	284,129	(6,672)	-2.35%	309,560	32,103	240,093	231,770	218,344
Town Clerk's Office	292,993	307,432	(14,439)	-4.70%	339,347	46,354	338,053	325,437	324,155
Finance	823,835	860,110	(36,275)	-4.22%	916,174	92,339	763,079	774,918	722,943
Technical	379,608	428,780	(49,172)	-11.47%	472,291	92,683	345,963	308,875	170,064
Human Resources	321,173	331,571	(10,398)	-3.14%	359,050	37,877	296,334	325,899	264,993
Town Attorney	297,162	300,675	(3,513)	-1.17%	376,525	79,363	400,546	377,656	419,111
Communications and Business Development	898,290	386,720	511,570	132.28%	907,009	8,719	488,321	321,774	199,738
Municipal Court	27,017	28,551	(1,534)	-5.37%	31,640	4,623	26,604	25,843	25,686
Police Department	854,367	910,737	(56,370)	-6.19%	1,022,762	168,395	857,234	761,409	687,548
Community Services	45,116	51,357	(6,241)	-12.15%	56,857	11,741	48,256	47,224	44,287
Community Grants and Contributions	110,745	114,745	(4,000)	-3.49%	120,370	9,625	114,863	122,850	106,000
Roads and Bridges	694,729	802,101	(107,372)	-13.39%	889,093	194,364	1,001,815	959,589	988,830
Vehicle Maintenance	360,407	405,866	(45,459)	-11.20%	456,995	96,588	391,135	383,118	518,194
Municipal Bus	274,938	292,728	(17,790)	-6.08%	320,374	45,436	217,820	217,233	185,695
Employee Shuttle	38,095	60,981	(22,886)	-37.53%	64,804	26,709	45,425	58,672	41,886
Parks & Recreation	328,415	418,690	(90,275)	-21.56%	460,517	132,102	406,584	485,852	464,686
Plaza Services	1,006,091	1,209,816	(203,725)	-16.84%	1,352,786	346,695	1,155,424	1,094,984	971,569
Public Refuse Removal	52,238	57,788	(5,550)	-9.60%	61,098	8,860	58,336	58,800	44,916
Building/Facility Maintenance	203,504	218,547	(15,043)	-6.88%	253,620	50,116	171,716	181,270	174,105
Building Division	291,943	336,771	(44,828)	-13.31%	370,572	78,629	236,958	291,366	339,851
Housing Division Office	19,612	19,627	(15)	-0.08%	21,511	1,899	19,305	17,620	16,325
Planning and Zoning Division	234,445	276,226	(41,781)	-15.13%	300,449	66,004	307,418	447,210	331,397
Contingency	-	-	-	NA	95,000	95,000	-	-	-
Total Operating Expenses	7,891,694	8,166,354	(274,660)	-3.36%	9,636,689	1,744,995	8,000,944	7,893,022	7,341,739
Surplus / Deficit	2,746,847	1,760,165	986,682	56.06%	1,982,575	(764,272)	2,786,173	1,838,792	3,146,313
Capital Outlay	21,041	41,104	(20,063)	-48.81%	48,000	26,959	235,925	163,260	846,097
Surplus / Deficit	2,725,806	1,719,061	1,006,745	58.56%	1,934,575	(791,231)	2,550,248	1,675,532	2,300,216
Other Sources and Uses									
Sale of Assets	2,500	-	2,500	NA	-	(2,500)	12,496	30,533	-
Transfer (To) From Affordable Housing	(448,056)	(401,165)	(46,891)	11.69%	(437,634)	10,422	(478,734)	(418,296)	(389,869)
Transfer (To) From Affordable Housing-Housing Off	-	-	-	NA	21,511	-	-	-	-
Transfer (To) From Broadband	(1,619,811)	(1,719,043)	99,232	-5.77%	(1,719,043)	(99,232)	-	10,000	-
Transfer (To) From Child Development	(93,141)	(145,958)	52,817	-36.19%	(173,075)	(79,934)	(90,452)	(128,954)	(85,922)
Transfer (To) From Capital Projects	(51,701)	(51,701)	-	0.00%	(89,646)	(37,945)	-	(11,247)	(264,669)
Transfer (To) From Debt Service	22,528	29,333	(6,805)	-23.20%	(659,433)	(681,961)	24,890	29,307	345,262
Transfer (To) From Overhead Allocation	562,296	546,363	15,933	2.92%	596,032	33,736	583,636	389,038	360,622
Transfer (To) From Parking Services	-	-	-	NA	-	-	-	-	-
Transfer (To) From Conference Center	(211,666)	(217,762)	6,096	-2.80%	(283,162)	(71,496)	(197,239)	(202,543)	(199,089)
Transfer (To) From Tourism	61,539	61,068	471	0.77%	64,746	3,207	16,217	38,190	31,743
Transfer (To) From Vehicle/Equipment	(62,447)	(65,000)	2,553	-3.93%	(172,271)	(109,824)	(105,767)	(304,901)	(557,914)
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(1,837,959)	(1,963,864)	125,905	-6.41%	(2,851,975)	(1,014,016)	(234,952)	(568,874)	(759,836)

2020						2019	2018	2017
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD

Surplus / Deficit \$ 887,847 \$ (244,803) \$1,132,650 -462.68% \$ (917,400) \$ (1,805,247) \$ 2,315,296 \$ 1,106,658 \$ 1,540,380

<u>Beginning Fund Balance Components</u>	<u>Actual YTD</u>	<u>Annual Budget</u>
Emergency Reserve	\$ 3,372,841	\$ 3,372,841
Unreserved	10,330,770	9,020,518
Beginning Fund Balance	\$ 13,703,611	\$ 12,393,359

<u>YTD Ending Fund Balance Components</u>		
Emergency Reserve	\$ 3,372,841	\$ 3,372,841
Facility Maint Reserve	155,000	155,000
Unreserved	11,063,617	7,948,117
Ending Fund Balance	\$ 14,591,458	\$ 11,475,959

Revenues

Taxes & Assessments - Property taxes are lagging budget \$26,500. This is mainly due to abatements. Specific Ownership taxes are over budget by \$7,000 and are \$3,900 less than prior year. Sales tax revenues are exceeding the annual (revised) budget but are 6.3% less than prior year. Construction use tax is 16% under budget.

Licenses & Permits - Electrical permits and construction parking fees are under budget.

Intergovernmental - Intergovernmental revenues are under budget in SMART contributions.

Charges for Services - DRB fees are over the annual 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 22% 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 - \$511,570 Over budget due to grant funded BDAC Stimulus expenses.

Under Budget

Plaza Services - \$203,725 Savings in personnel expense and natural gas.

Road & Bridge - \$107,372 Under budget in paving repair, gasoline and employee expenses.

Parks and Recreation - \$90,275 Natural gas for the Zamboni room, trail maintenance materials, and employee costs are under budget.

Police - \$56,370 Savings in housing allowance and worker's compensation and group insurance.

Technical - \$49,172 Under budget in contracted services, and certain software support fees.

Vehicle Maintenance- \$45,459 Personnel costs, supplies, and oil are under budget.

Building Division - \$44,828 Under budget in community environmental incentives and consulting fees.

Planning & Zoning - \$41,781 Savings in personnel costs due to a vacancy and public noticing.

Finance - \$36,275 Under budget in audit fees, 401K employer match, and property insurance.

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

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Tourism Fund									
Revenues									
Business License Fees	\$ 322,714	\$ 315,363	\$ 7,351	2%	\$ 318,227	\$ (4,487)	\$ 318,498	\$ 311,685	\$ 314,640
Lodging Taxes - Condos/Homes	1,018,850	1,045,561	(26,711)	-3%	1,140,613	121,763	946,092	827,113	772,412
Lodging Taxes - Hotels	684,206	694,960	(10,754)	-2%	758,139	73,933	820,899	733,242	661,587
Lodging Taxes - Prior Year	3,286	3,286	-	0%	3,286	-	5,311	6,751	692
Penalties and Interest	12,148	11,500	648	6%	12,000	(148)	8,489	22,388	14,120
Restaurant Taxes	345,533	348,349	(2,816)	-1%	380,017	34,484	435,901	389,008	368,713
Restaurant Taxes - Prior Year	1,103	1,103	-	0%	1,103	-	1,779	394	-
Total Revenues	2,387,840	2,420,122	(32,282)	-1%	2,613,385	225,545	2,536,968	2,290,581	2,132,164
Tourism Funding									
Additional Funding	-	-	-	NA	-	-	46,719	31,694	27,915
Airline Guaranty Funding	1,175,811	1,196,928	(21,118)	-2%	1,305,496	129,685	1,297,354	1,149,496	1,064,337
MTI Funding	1,147,990	1,159,626	(11,636)	-1%	1,240,643	92,653	1,176,677	1,068,701	1,005,934
Total Tourism Funding	2,323,801	2,356,554	(32,753)	-1%	2,546,139	222,339	2,520,750	2,249,891	2,098,186
Surplus / Deficit	64,039	63,568	471	1%	67,246	3,207	16,217	40,690	33,978
Administrative Fees									
Audit Fees	2,500	2,500	-	0%	2,500	-	-	2,500	2,235
Total Administrative Fees	2,500	2,500	-	0%	2,500	-	-	2,500	2,235
Surplus / Deficit	61,539	61,068	471	1%	64,746	3,207	16,217	38,190	31,743
Other Sources and Uses									
Transfer (To) From Other Funds	(61,539)	(61,068)	(471)	1%	(64,746)	(3,207)	(16,217)	(38,190)	(31,743)
Total Other Sources and Uses	(61,539)	(61,068)	(471)	1%	(64,746)	(3,207)	(16,217)	(38,190)	(31,743)
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -

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

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Parking Services Fund									
Revenues									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ 5,113	\$ 9,545
Fines and Forfeits	20,995	20,235	760	4%	22,075	23,450	45,065	37,029	24,430
Gondola Parking Garage	109,581	73,066	36,515	50%	79,708	20,665	86,739	80,110	110,085
Heritage Parking Garage	202,151	141,884	60,267	42%	154,782	106,374	219,630	179,081	175,399
Parking in Lieu Buyouts	130,000	130,000	-	0%	130,000	-	-	-	80,000
Parking Meter Revenues	20,544	17,161	3,383	20%	18,721	10,390	22,607	18,474	15,736
Parking Permits	7,450	7,124	326	5%	7,772	6,390	9,380	12,280	9,398
Special Event Parking	-	-	-	NA	-	-	135,833	50,628	49,286
Total Revenues	490,721	389,470	101,251	26%	413,058	167,269	519,254	382,715	473,879
Operating Expenses									
Other Operating Expenses	12,507	4,977	7,530	151%	5,458	(7,049)	24,689	15,772	52,867
Personnel Expenses	111,064	118,563	(7,499)	-6%	129,086	18,022	119,031	105,129	105,415
Gondola Parking Garage	37,591	64,339	(26,748)	-42%	68,834	31,243	52,991	40,219	72,801
Surface Lots	18,406	27,820	(9,414)	-34%	28,900	10,494	20,405	37,934	63,379
Heritage Parking Garage	71,848	85,567	(13,719)	-16%	86,830	14,982	69,560	72,130	86,642
Meadows Parking	1,000	1,000	-	0%	1,000	-	1,016	1,000	1,000
Total Operating Expenses	252,416	302,266	(49,850)	-16%	320,108	67,692	287,692	272,184	382,104
Surplus / Deficit	238,305	87,204	151,101	173%	92,950	99,577	231,562	110,531	91,775
Capital									
Capital	5,415	5,500	(85)	-2%	4,800	(615)	94,266	5,615	4,800
Surplus / Deficit	232,890	81,704	151,186	185%	88,150	100,192	137,296	104,916	86,975
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Overhead Allocation	(33,620)	(32,278)	(1,342)	4%	(32,278)	1,342	(41,337)	(22,818)	(21,840)
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(33,620)	(32,278)	(1,342)	4%	(32,278)	1,342	(41,337)	(22,818)	(21,840)
Surplus / Deficit	\$ 199,270	\$ 49,426	\$ -	0%	\$ 55,872	\$ -	\$ 95,959	\$ 82,098	\$ 65,135
Beginning Fund Balance	\$ 268,678	\$ 170,442	\$ 98,236						
Ending Fund Balance	\$ 467,948	\$ 219,868	\$ 248,080						

Parking revenues are over budget \$101,250. HPG revenues are over budget 42% and under prior year 8%. Parking meter (surface lots) revenues are over budget 20% and under prior year 9%. GPG is over budget and prior year 50% and 26%. Parking fines are meeting budget. Personnel costs are under budget but other general expenses are over budget in supplies. GPG is under budget in general maintenance and supplies. Surface lots is under budget in maintenance and parking meter expense. HPG has budget savings in tech support, maintenance, and supplies. The 2020 transfer to the General Fund is \$33,620, which is the overhead allocation.

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

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Event Operations Funding	\$ 6,831	\$ -	\$ 6,831	NA	\$ -	\$ (6,831)	\$ 6,262	\$ 2,667	\$ 5,577
Event Operations Funding - TOT	-	-	-	NA	36,000	36,000	-	36,000	36,000
Operations Grant Funding	1,063,349	1,063,349	-	0.00%	1,195,512	132,163	141,241	126,686	119,052
Capital/MR&R Grant Funding	-	-	-	NA	-	-	580,770	473,063	88,000
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Miscellaneous Revenues	972	-	972	NA	-	(972)	204	7,164	241
Sale of Assets	-	-	-	NA	-	-	-	-	1,672
TMVOA Operating Contributions	2,298,399	2,535,560	(237,161)	-9.35%	2,802,383	503,984	3,063,019	3,019,411	2,803,649
TMVOA Capital/MR&R Contributions	138,700	-	138,700	NA	169,500	30,800	525,163	1,331,735	1,440,572
TSG 1% Lift Sales	146,951	172,818	(25,867)	-14.97%	150,000	3,049	183,520	155,406	163,196
Total Revenues	3,655,202	3,771,727	(116,525)	-3.09%	4,353,395	698,193	4,500,179	5,152,132	4,657,959
Operating Expenses									
Overhead Allocation Transfer	28,952	41,250	(12,298)	-29.81%	55,000	26,048	37,628	52,011	39,786
MAARS	61,572	75,644	(14,072)	-18.60%	82,260	20,688	62,168	59,212	58,794
Chondola	109,530	156,237	(46,707)	-29.89%	217,711	108,181	134,752	203,174	287,878
Grant Success Fees	-	-	-	NA	8,500	8,500	27,001	-	-
Operations	1,723,673	1,723,833	(160)	-0.01%	1,898,941	175,268	1,596,972	1,510,569	1,408,680
Maintenance	1,250,901	1,256,965	(6,064)	-0.48%	1,390,851	139,950	1,133,287	1,170,576	980,767
FGOA	341,874	375,324	(33,450)	-8.91%	410,632	68,758	402,438	351,792	353,482
Major Repairs and Replacements	138,126	141,899	(3,773)	-2.66%	155,000	16,874	1,071,245	1,663,020	289,484
Contingency	-	-	-	NA	120,000	120,000	-	-	-
Total Operating Expenses	3,654,628	3,771,152	(116,524)	-3.09%	4,338,895	684,267	4,465,491	5,010,354	3,418,871
Surplus / Deficit	574	575	(1)	-0.17%	14,500	13,926	34,688	141,778	1,239,088
Capital									
Capital Outlay	574	575	(1)	-0.17%	14,500	13,926	34,688	141,778	1,239,088
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

The gondola fund is \$116,500 under budgeted operating expenditures.

MARRS is under budget with savings in employee costs. Chondola expenses are under budget due mainly to operations wages, supplies and parts and Telski utilities.

Gondola operations is under budget in dues and fees and facility expense, but is over budget in salaries and wages. Maintenance is under budget with savings in employee costs but over in parts. FGOA costs are under budget in electricity and natural gas. MR&R expenditures were for cabin refurb, station upgrades, and lightning array repairs. There has been a small capital purchase to date.

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

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Child Development Fund									
Revenues									
Infant Care Fees	\$ 46,988	\$ 43,378	3,610	8.32%	\$ 47,320	\$ 332	\$ -	\$ -	\$ -
Toddler Care Fees	88,983	109,907	(20,924)	-19.04%	119,898	30,915	242,499	238,745	250,306
Fundraising Revenues - Toddler	-	-	-	NA	-	-	265	4,650	6,148
Fundraising Revenues - Infant	-	-	-	NA	-	-	-	-	-
Fundraising Revenues - Preschool	-	-	-	NA	-	-	650	2,000	3,075
Regional Childcare Tax - Infant	15,000	15,000	-	0.00%	15,000	-	-	-	-
Regional Childcare Tax - Toddler	15,000	15,000	-	0.00%	15,000	-	-	-	-
Grant Revenues - Toddler	47,634	43,634	4,000	9.17%	43,634	(4,000)	60,363	34,005	25,650
Grant Revenues - Infant	38,567	36,067	2,500	6.93%	36,067	(2,500)	-	-	-
Grant Revenues - Preschool	30,543	19,134	11,409	59.63%	19,134	(11,409)	36,693	32,700	13,000
Preschool Fees	102,358	105,021	(2,663)	-2.54%	114,568	12,210	178,456	161,708	149,167
Total Revenues	385,073	387,141	(2,068)	-0.53%	410,621	25,548	518,926	473,808	447,346
Operating Expenses									
Infant Care Other Expense	12,941	26,633	(13,692)	-51.41%	27,889	14,948	-	-	-
Infant Care Personnel Expense	87,867	99,032	(11,165)	-11.27%	109,200	21,333	-	-	-
Toddler Care Other Expense	42,062	52,754	(10,692)	-20.27%	58,175	16,113	83,126	59,795	65,841
Toddler Care Personnel Expense	204,880	173,767	31,113	17.91%	189,075	(15,805)	323,633	343,981	296,045
Preschool Other Expense	30,317	42,357	(12,040)	-28.43%	48,213	17,896	51,474	52,198	34,711
Preschool Personnel Expense	100,147	138,556	(38,409)	-27.72%	151,144	50,997	151,145	146,788	136,671
Total Operating Expenses	478,214	533,099	(54,885)	-10.30%	583,696	105,482	609,378	602,762	533,268
Surplus / Deficit	(93,141)	(145,958)	52,817	-36.19%	(173,075)		(90,452)	(128,954)	(85,922)
Other Sources and Uses									
Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	93,141	145,958	52,817	36.19%	173,075	79,934	90,452	128,954	85,922
Total Other Sources and Uses	93,141	145,958	52,817	36.19%	173,075	79,934	90,452	128,954	85,922
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -		\$ -	\$ -	\$ -

Child Development revenues are \$2,100 under budget. Grant monies make up for some lost child care fees. The regional childcare tax is intended to offset staff expenses in the toddler and infant rooms. Operating expenses are \$54,900 under budget due primarily to personnel expenses in the infant room and preschool, which have been affected by the closures. The program has required \$93,141 in funding from the General Fund in 2020.

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

		2020				2019	2018	2017	
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 2,787,879	\$ 2,675,280	\$ 112,599	4.21%	\$ 2,974,749	\$ 186,870	\$ 2,595,589	\$ 2,492,262	\$ 2,298,618
Other Revenues	6,718	7,609	(891)	-11.71%	8,650	1,932	9,399	8,030	10,425
Ski Ranches Water	243,092	208,039	35,053	16.85%	226,050	(17,042)	177,982	144,864	143,819
Skyfield Water	19,409	29,720	(10,311)	-34.69%	31,931	12,522	32,433	25,906	27,693
Total Revenues	3,057,098	2,920,648	136,450	4.67%	3,241,380	184,282	2,815,403	2,671,062	2,480,555
Operating Expenses									
Mountain Village Sewer	514,758	495,838	18,920	3.82%	562,367	47,609	442,017	475,835	420,665
Mountain Village Water	859,547	922,056	(62,509)	-6.78%	1,055,217	195,670	843,130	916,086	775,856
Ski Ranches Water	27,140	39,998	(12,858)	-32.15%	42,005	14,865	24,983	20,283	57,634
Contingency	-	-	-	NA	35,000	35,000	-	-	-
Total Operating Expenses	1,401,445	1,457,892	(56,447)	-3.87%	1,694,589	293,144	1,310,130	1,412,204	1,254,155
Surplus / Deficit	1,655,653	1,462,756	192,897	13.19%	1,546,791		1,505,273	1,258,858	1,226,400
Capital									
Capital Outlay	320,087	821,263	(501,176)	-61.03%	875,937	555,850	765,356	562,700	321,245
Surplus / Deficit	1,335,566	641,493	694,073	108.20%	670,854		739,917	696,158	905,155
Other Sources and Uses									
Overhead Allocation Transfer	(174,511)	(170,876)	3,635	-2.13%	(170,876)	3,635	(170,976)	(114,305)	(108,453)
Mountain Village Tap Fees	33,680	35,000	(1,320)	-3.77%	100,000	66,320	112,829	113,108	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	-	-	-	-	-
Total Other Sources and Uses	(140,831)	(135,876)	2,315	-1.70%	(63,876)	76,955	(52,147)	(1,197)	168,447
Surplus / Deficit	\$ 1,194,735	\$ 505,617	\$ 689,118	136.29%	\$ 606,978		\$ 687,770	\$ 694,961	\$ 1,073,602

Mountain Village is over budget in excess and irrigation water fees. Ski Ranch water is over budget in excess water fees while Skyfield is under budget in excess water fees. Other revenues are under in inspection fees. Sewer expenditures are over budget by 4%, primarily for TOT expenses. MV water is under budget in legal fees, repair and maintenance, 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
November 2020**

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Broadband Fund									
Revenues									
Cable User Fees	\$ 896,960	\$ 925,667	\$ (28,707)	-3.10%	\$ 1,022,472	\$ 125,512	\$ 911,813	\$ 878,026	\$ 818,811
Internet User Fees	1,057,789	865,380	192,409	22.23%	946,666	(111,123)	1,017,244	951,173	870,834
Other Revenues	46,164	52,561	(6,397)	-12.17%	62,640	29,905	42,851	51,041	53,492
Phone Service Fees	32,735	36,667	(3,932)	-10.72%	40,000	(6,164)	37,540	39,180	34,408
Total Revenues	2,033,648	1,880,275	153,373	8.16%	2,071,778	38,130	2,009,448	1,919,420	1,777,545
Operating Expenses									
Cable Direct Costs	703,295	841,188	(137,893)	-16.39%	912,854	209,559	770,358	746,798	729,821
Phone Service Costs	17,794	11,045	6,749	61.10%	12,000	(5,794)	20,549	22,436	22,276
Internet Direct Costs	182,091	185,000	(2,909)	-1.57%	213,000	30,909	214,152	187,811	197,500
Cable Operations	641,269	672,410	(31,141)	-4.63%	728,793	87,524	532,129	561,060	491,606
Contingency	-	-	-	NA	3,000	3,000	-	2,313	55
Total Operating Expenses	1,544,449	1,709,643	(165,194)	-9.66%	1,869,647	325,198	1,537,188	1,520,418	1,441,258
Surplus / Deficit	489,199	170,632	318,567	186.70%	202,131		472,260	399,002	336,287
Capital									
Capital Outlay	1,931,760	1,732,645	199,115	11.49%	1,732,645	(199,115)	924,491	162,460	131,574
Surplus / Deficit	(1,442,561)	(1,562,013)	119,452	-7.65%	(1,530,514)		(452,231)	236,542	204,713
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer from General Fund	1,619,811	1,719,043	(99,232)	-5.77%	1,719,043	99,232	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	(10,000)	-
Overhead Allocation Transfer	(177,250)	(177,250)	-	0.00%	(188,529)	(11,279)	(170,736)	(117,943)	(106,421)
Total Other Sources and Uses	1,442,561	1,541,793	(99,232)	-6.44%	1,530,514	87,953	(170,736)	(127,943)	(106,421)
Surplus / Deficit	\$ -	\$ (20,220)	\$ 20,220	-100.00%	\$ -		\$ (622,967)	\$ 108,599	\$ 98,292
Beginning (Available) Fund Balance	\$ -	\$ -	\$ -						
Ending (Available) Fund Balance	\$ -	\$ (20,220)	\$ 20,220						

Cable user revenues are under budget 3% 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 12% due primarily to 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 under budget. Phone service revenues are under budget by 10.7%, while phone service expenses are over budget by 61%. Broadband operating expenses are under budget due to DVR purchases. Capital expenses are for continuing system upgrades and have exceeded the revised budget.

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

	2020				Annual Budget	Budget Balance	2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	NA	-	-	-	-	-
Facility Rental	-	-	-	NA	-	-	-	-	-
Operating/Other Revenues	-	-	-	NA	-	-	-	-	-
Total Revenues	-	-	-	NA	-	-	-	-	-
Operating Expenses									
General Operations	4,600	4,600	-	0.00%	50,000	45,400	-	2,017	5,058
Administration	107,066	113,162	(6,096)	-5.39%	113,162	6,096	90,768	87,796	88,467
Marketing	100,000	100,000	-	0.00%	100,000	-	100,000	100,000	100,000
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	211,666	217,762	(6,096)	-2.80%	263,162	51,496	190,768	189,813	193,525
Surplus / Deficit	(211,666)	(217,762)	6,096	-2.80%	(263,162)		(190,768)	(189,813)	(193,525)
Capital Outlay/ Major R&R	-	-	-	NA	20,000	20,000	6,471	12,730	5,564
Surplus / Deficit	(211,666)	(217,762)	6,096	-2.80%	(283,162)		(197,239)	(202,543)	(199,089)
Other Sources and Uses									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	211,666	217,762	(6,096)	-2.80%	283,162	71,496	197,239	202,543	199,089
Overhead Allocation Transfer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	211,666	217,762	(6,096)	-2.80%	283,162	71,496	197,239	202,543	199,089
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -		\$ -	\$ -	\$ -

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

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

	2020				Annual Budget	Budget Balance	2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	NA	-	-	-	-	-
Rental Income	31,926	31,744	182	0.57%	34,630	2,704	30,752	12,010	12,125
Sales Proceeds	-	-	-	NA	-	-	-	-	-
Total Revenues	31,926	31,744	182	0.57%	34,630	2,704	30,752	12,010	12,125
Operating Expenses									
Community Garden	74	750	(676)	-90.13%	750	676	487	-	-
Property Purchase Expenses	-	-	-	NA	-	-	-	-	-
Leased Properties	21,000	19,800	1,200	6.06%	21,600	600	18,929	-	-
HA Consultant	-	-	-	NA	-	-	-	-	4,900
RHA Funding	92,625	92,625	-	0.00%	92,625	-	92,625	107,668	87,776
Town Owned Properties	7,072	7,500	(428)	-5.71%	10,804	3,732	14,261	19,627	11,621
Density Bank	16,475	16,475	-	0.00%	16,475	-	14,580	8,856	8,856
Total Operating Expenses	137,246	137,150	96	0.07%	142,254	5,008	140,882	136,151	113,153
Surplus / Deficit	(105,320)	(105,406)	(86)	0.08%	(107,624)	(2,304)	(110,130)	(124,141)	(101,028)
Other Sources and Uses									
Transfer (To) From MAP	-	-	-	NA	(60,000)	(60,000)	(60,000)	(30,000)	-
Gain or Loss on Sale of Assets	(10,000)	-	(10,000)	NA	-	10,000	(5,486)	(4,785)	-
Transfer (To) From General Fund - Sales Tax	448,056	401,165	46,891	11.69%	437,634	(10,422)	478,734	418,296	389,869
Transfer (To) From General Fund Housing Office	-	-	-	NA	(21,511)	(21,511)	-	-	-
Total Other Sources and Uses	438,056	401,165	36,891	9.20%	356,123	(81,933)	413,248	383,512	389,869
Surplus / Deficit	\$ 332,736	\$ 295,759	\$ (36,977)	-12.50%	\$ 248,499	\$ (84,237)	\$ 303,118	\$ 259,371	\$ 288,841
Beginning Fund Equity Balance	\$ 2,184,135	\$ 2,091,257	\$ 92,878						
Ending Equity Fund Balance	\$ 2,516,871	\$ 2,387,016	\$ 129,855						

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

November 2020

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 1,920,003	\$ 1,882,317	\$ 37,686	2%	\$ 2,070,880	\$ 150,877	\$ 2,093,471	\$ 2,071,427	\$ 2,056,267
Other Operating Income	126,233	155,558	(29,325)	-19%	189,420	63,187	112,159	112,485	85,927
Less: Allowance for Bad Debt	-	-	-	NA	-	-	-	-	-
Total Operating Revenue	2,046,236	2,037,875	8,361	0%	2,260,300	214,064	2,205,629	2,183,912	2,142,194
Operating Expenses									
Office Operations	146,162	167,296	21,134	13%	197,649	51,487	175,940	170,664	151,949
General and Administrative	144,260	145,169	909	1%	152,437	8,177	106,159	104,324	126,430
Utilities	349,673	323,200	(26,473)	-8%	352,400	2,727	367,398	341,413	339,248
Repair and Maintenance	469,562	498,438	28,876	6%	625,266	155,704	367,708	350,907	349,559
Major Repairs and Replacement	166,230	161,023	(5,207)	-3%	197,323	31,093	248,256	298,620	156,867
Contingency	-	-	-	NA	14,500	14,500	-	-	-
Total Operating Expenses	1,275,887	1,295,126	19,239	1%	1,539,575	263,688	1,265,461	1,265,928	1,124,053
Surplus / (Deficit) After Operations	770,349	742,749	27,600	4%	720,725		940,168	917,984	1,018,141
Non-Operating (Income) / Expense									
Investment Earning	(1,375)	(3,208)	(1,833)	57%	(3,500)	(2,125)	(7,411)	(4,718)	(1,054)
Debt Service, Interest	369,833	363,198	(6,635)	-2%	363,198	(6,635)	286,675	394,539	406,401
Debt Service, Fees	-	-	-	NA	-	-	1,925	1,925	357,073
Debt Service, Principal	418,439	-	(418,439)	NA	425,079	6,640	-	393,738	1,750
Total Non-Operating (Income) / Expense	786,897	359,990	(426,907)	-119%	784,777	(2,120)	281,189	785,484	764,170
Surplus / (Deficit) Before Capital	(16,548)	382,759	(399,307)	-104%	(64,052)		658,979	132,500	253,972
Capital Spending	9,723	9,723	-	0%	9,723	-	392,850	364,120	3,671
Surplus / (Deficit)	(26,271)	373,036	(399,307)	-107%	(73,775)		266,129	(231,620)	250,301
Other Sources / (Uses)									
Transfer (To)/From General Fund	(147,964)	(147,964)	-	0%	(149,348)	(1,384)	(162,959)	(140,169)	(139,052)
New Loan Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	2,068
Grant Revenues	175,837	175,837	-	0%	175,837	-	-	-	-
Transfer From AHDF	-	-	-	NA	-	-	-	-	-
Total Other Sources / (Uses)	27,873	27,873	-	0%	26,489	-	(162,959)	(140,169)	(136,984)
Surplus / (Deficit)	1,602	400,909	(399,307)	-100%	(47,286)		103,170	(371,789)	113,317

Rent revenues are over budget 2% and under prior year 8% because of the April rent waiver. Grant funds of \$175,837 were received to offset the April rent waiver. Other revenues are under budget 19% due mainly to lease break fees, credit check revenues, and credit card revenues. Office operations are under budget 13% which is mainly due to employee expenses caused by a vacancy. General and administrative is under budget 1%. Utilities are 8% over budget in electricity and water/sewer. Maintenance is under budget 6% due to employee costs due worker's compensation, group insurance, and the housing allowance. 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
November 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Debt Service Fund									
Revenues									
Abatements	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ (53,221)	\$ (68,358)
Contributions	199,600	199,600	-	0.00%	199,600	-	203,200	201,650	204,515
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	532,311	548,019	(15,708)	-2.87%	548,019	15,708	550,730	551,407	3,482,706
Reserve/Capital/Liquidity Interest	1,877	1,833	44	2.40%	2,000	123	4,910	5,001	3,947
Specific Ownership Taxes	22,528	29,333	(6,805)	-23.20%	32,000	9,472	24,890	29,307	137,823
Total Revenues	756,316	778,785	(22,469)	-2.89%	781,619	25,303	783,731	734,143	3,760,633
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	79,600	79,600	-	0.00%	79,600	-	83,200	86,650	89,515
2001/2011 Bond Issue - Principal	120,000	120,000	-	0.00%	120,000	-	120,000	115,000	115,000
2005 Bonds - Telluride Conference Center - (refunding portion)									
2005 Bond Issue - Interest	-	-	-	NA	-	-	-	-	34,000
2005 Bond Issue - Principal	-	-	-	NA	-	-	-	-	680,000
2006/2014 Bonds - Heritage Parking									
2014 Bond Issue - Interest	137,213	137,213	-	0.00%	245,025	107,812	250,725	256,225	267,180
2014 Bond Issue - Principal	285,000	285,000	-	0.00%	285,000	-	285,000	275,000	505,000
2007 Bonds - Water/Sewer (refunding 1997)									
2007 Bond Issue - Interest	-	-	-	NA	-	-	-	-	89,513
2007 Bond Issue - Principal	-	-	-	NA	-	-	-	-	1,705,000
2009 Bonds - Telluride Conference Center (refunding 1998 bor									
2009 Bond Issue - Interest	-	-	-	NA	-	-	-	-	12,400
2009 Bond Issue - Principal	-	-	-	NA	-	-	-	-	310,000
Total Debt Service	621,813	621,813	-	0.00%	729,625	107,812	738,925	732,875	3,807,608
Surplus / (Deficit)	134,503	156,972	(22,469)	-14.31%	51,994		44,806	1,268	(46,975)
Operating Expenses									
Administrative Fees	79,226	84,682	(5,456)	-6.44%	84,682	5,456	2,256	3,158	1,900
County Treasurer Collection Fees	16,012	15,858	154	0.97%	16,763	751	16,564	14,995	102,762
Total Operating Expenses	95,238	100,540	(5,302)	-5.27%	101,445	6,207	18,820	18,153	104,662
Surplus / (Deficit)	39,265	56,432	(17,167)	-30.42%	(49,451)		25,985	(16,884)	(151,637)
Other Sources and Uses									
Transfer (To) From General Fund	(22,528)	(29,333)	6,805	-23.20%	(32,000)	(9,472)	(24,890)	(29,307)	(137,823)
Transfer (To) From Other Funds	-	-	-	NA	691,433	691,433	-	-	(207,439)
Payment to Refunding Bonds Escrow	-	-	-	NA	(6,084,982)	(6,084,982)	-	-	-
Proceeds From Bond Issuance	-	-	-	NA	5,475,000	5,475,000	-	-	-
Total Other Sources and Uses	(22,528)	(29,333)	6,805	-23.20%	49,451	71,979	(24,890)	(29,307)	(345,262)
Surplus / (Deficit)	\$ 16,737	\$ 27,099	\$ (10,362)	-38.24%	\$ -		\$ 1,095	\$ (46,191)	\$ (496,899)
Beginning Fund Balance	\$ 405,573	\$ 405,770	\$ (197)						
Ending Fund Balance	\$ 422,310	\$ 432,869	\$ (10,559)						



**Agenda Item No. 5
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: Meeting of January 21, 2021
DATE: January 14, 2021
RE: Consideration of a Letter of Response to a Referral from SMC Planning Department to TMV; Society Turn Sketch PUD and Subdivision Application / LUC Amendment



Figure 1. Vicinity Map

Background and History:

Genesee Properties, Inc. (Applicant) is the owner of a vacant parcel of land identified above in Figure 1, and commonly referred to as the “Society Turn Parcel” (Parcel). The Applicant has submitted a PUD and Subdivision / Land Use Code (LUC) Amendment to San Miguel County in order to potentially develop a mixed-use project on the parcel. The parcel is currently classified as a Planned Unit Development Reserve Zone, which places a hold on the property until a time in which it is reviewed and developed according to its underlying PUDR Zoning. The current designation for the parcel is “Utility / Light Industrial”.

In the Spring of 2019, the Applicant requested a Telluride Regional Master Plan Amendment (TRAMP), for the purpose of identifying other appropriate uses for the parcel beyond utility and light industrial – this amendment was supported by the Town of Mountain Village and ultimately approved by the County. In order to further pursue this development plan, the Applicant will be required to obtain approval of for following items: PUD/Subdivision of the Parcel along with a LUC

amendment that would allow for the creation of a Mixed-Use Development Zone (MXD), a zone which currently does not exist in the LUC.

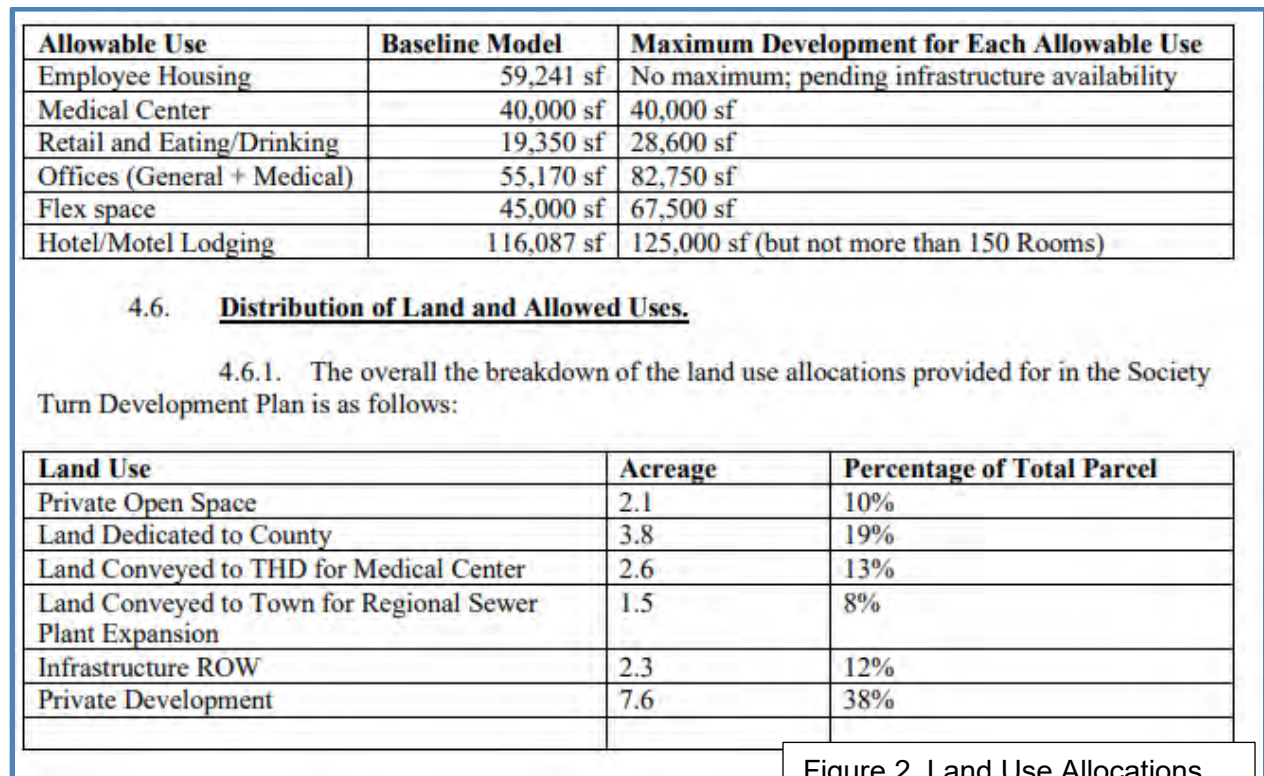
Proposal Overview - The full application and submittal materials can be found at the following link: <https://societyturn.info/>. Staff recommends review of these materials but has not included it in the packet due to total size.

Total Land Area: 19.7 Acres

Includes conveyance of:

- Land to the Telluride Hospital District for the development of the Regional Medical Center
- Land to the Town of Telluride to accommodate necessary expansions/renovations of the Regional Wastewater Treatment Plant (co-owned and funded by the Towns of Telluride and Mountain Village) ⁱ
- Land to the County for open space and public use purposes enhanced trail connections to Telluride, Lawson and Remine creek

A full breakdown of the proposed land uses, baseline square footages, and land use allocation percentages has been provided by the Applicant and included below in Figure 2.



In addition to the land uses described above, other proposed uses for the parcel include 87 potential employee housing units, ancillary medical offices, retail and eating/drinking, offices, flex spaces, and a hotel/motel lodging and conferencing facilities not to exceed 150 rooms. According to the Applicant, the Society Turn Parcel would be subdivided and platted into five separate large parcels called “Planning Area Development Parcels” which coincide with the Planning Areas indicated on the Site Plan within the applicant’s materials. The Applicant would have the right and

ability to further divide the Planning Area Development Parcels into smaller lots or land condominium units to facilitate subsequent land conveyance and development, which would be reviewed by the County as an insubstantial plat amendment in the future.

STAFF RECOMMENDATION

Staff recommends the approval of the attached referral letter as drafted by staff, providing support to the project with a condition that the Town of Mountain Village receive a pro-rata share in ownership of the future property designated for a TRWWTP Expansion as noted below in footnote 1. If Town Council approves of this draft letter, please consider the recommended motion listed below.

Proposed Motion:

“I move to authorize staff to send the attached referral letter regarding the Society Turn Parcels proposed PUD and Subdivision / LUC Amendment to the San Miguel County Planning Director [as drafted] or [with the following amendments].

This motion is based on the evidence and testimony provided at a public hearing held on January 21, 2021.

/JJM

ⁱ The Town of Mountain Village is a partial owner of the Telluride Regional Waste Water Treatment Plant (15% ownership and 35% funding of operations and capital). As such, the Town has requested as part of the Letter of Support, that the Town of Mountain Village receive a pro-rata share in the ownership of the land to be conveyed and dedicated to a future TRWWTP. In addition, the Town has requested that the use of that future property be restricted in future use to only allow for a TRWWTP expansion.

January 14, 2021

HAND DELIVERED

Kaye Simonson, AICP; San Miguel County Planning Director
P.O. Box 548
333 W. Colorado Avenue, 3rd Floor
Telluride, CO 81435

RE: Sketch PUD and Subdivision Application / LUC Amendment, Society Turn Parcel; San Miguel County Planning Commission Meeting February 11, 2021

Dear Ms. Simonson,

On behalf of the Town of Mountain Village (the “Town”), I am writing to provide support for the proposed Society Turn Parcel Sketch PUD / Subdivision Plan Application and proposed Land Use Code Amendment (the “Applications”), as submitted by Genesee Properties (the “Applicant”). We believe any future development in the region should meet the overall goals of the community and these Applications are congruous with the community’s changing needs. The Town is supportive of the Applications largely because it would allow for increased affordable housing opportunities, an improved sense of community for Lawson Hill residents, a vibrant mix of land uses, high-quality architectural design standards, trail connectivity, preserved open space, and additional transit connections. Most of all, we are excited about the Applicant’s willingness to provide dedicated lands for future public amenities and critical infrastructure that our community desperately needs, specifically the Telluride Regional Waste Water Treatment Plant and the medical facilities. The Town has reviewed the Applications and all associated documentation related to the site-specific development plan, and strongly supports the project as proposed with minor suggestions below.

Over the past year, COVID-19 has made it very apparent that in order to collectively serve our residents, we need to address and prioritize current and projected limitations on critical infrastructure. The lack of available land for improved medical facilities and overnight care beds has been at the forefront of recent discussions, but equally important is the long-term need to increase wastewater treatment capacity, increased regional affordable housing stock, and continue to reduce vehicle trips throughout our community. We recognize the limiting geographical constraints and lack of available land needed for our critical public infrastructure and anchor institutions. Therefore, we maintain that any opportunity to provide both a Regional Medical Center and provide adequate land for the Telluride Regional Wastewater Treatment Plant expansion is not a decision that should be taken lightly. These facilities allow for our community to continue to grow sustainably, thrive, and meet the needs of our local population. It is understood that there has to be an economic driver to allow for the development of these public amenities and with that, the Town also supports the development of synergistic uses such as employee housing units, stand-alone medical office space, commercial flex space, eating/drinking establishments, and lodging accommodations. By allowing for these uses – along with the other uses as described within

the Applications, there is huge potential to increase community cohesion in Lawson Hill and Society Drive in a way that has not been possible in the past given the relative geographical isolation of the community. In addition to the comments above, it should be noted that the Town maintains a 15% interest in the ownership of the Waste Water Treatment Plant and requests that the Commission and other regional partners consider this as it relates to the dedication of the 1.5 acres for the future wastewater expansion to provide the Town a pro-rata share of ownership in this future expansion area. This pro-rata conveyance would allow the Town to ensure that any planned expansion of the Telluride Regional Wastewater Treatment plant is done in a way that provides the adequate capacity to support anticipated growth, not just in Lawson Hill and the Society Turn Parcel but for all future needs for our area for the next 50 years. We encourage foresight into the wastewater planning process along with utilization and incorporation of proven technological advances – but more so encourage adequate design for future capacity. The region is expanding both residentially and commercially, and we lack the capacity at our existing facility to properly treat the wastewater anticipated to be created by proposed businesses and homes. If the region continues to lack the capacity at its wastewater treatment plant, it will continue to be limited in its ability to allow future businesses and homes to be built. As a partial owner of the wastewater treatment plant the Town believes that it is in the regional best interest of each municipality to consider all potential growth scenarios when working towards the eventual joint development of any future treatment plant expansion.

We look forward to engaging in the forthcoming development process to ensure that any project meets the public needs of Mountain Village, Telluride, and the overall surrounding region.

Thank you in advance for your time and consideration of this project.

Laila Benitez

Mayor, Town of Mountain Village

CC: Kim Montgomery
Town Manager, Town of Mountain Village



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

Agenda Item No. 6

TO: Town Council
FROM: Amy Ward, Planner
FOR: Meeting of January 21, 2021
DATE: January 13, 2021
RE: Interim Design Guidelines for Small Cell Infrastructure

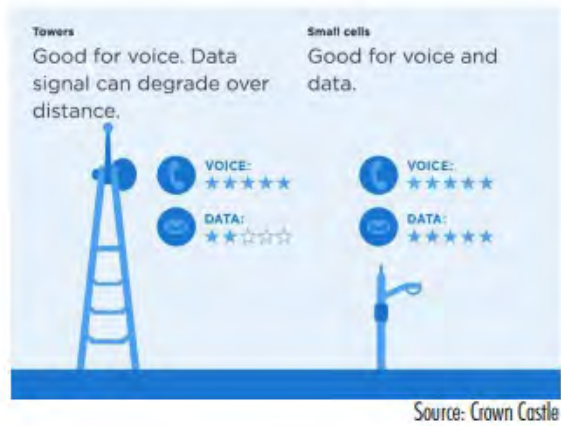
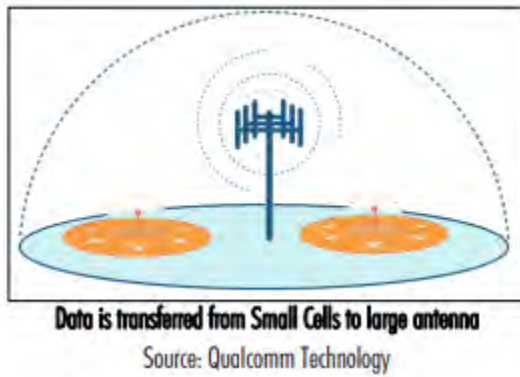
ATTACHMENTS

- Exhibit A: Examples of Small Cell Infrastructure
- Exhibit B: Resolution Adopting Interim Small Cell Infrastructure Design Guidelines
- - Interim Small Cell Design Guidelines (exhibit to the resolution)

BACKGROUND

The Mountain Village owns all public road rights-of-way within Town Limits as well as the majority of the pedestrian plazas within the Village Center. With that, high regard has traditionally been placed on overall aesthetics of these public spaces with a desire to limit cluttered infrastructure and provide continuity to our design theme throughout the Mountain Village. This project works to ensure that these values are not compromised as the Town anticipates the beginning of the deployment of Small Cell Technology.

In order to address increased data demands and the need for faster wireless technology, cellular providers have been working to increase network capacity by introducing a new low-powered antenna technology called small cell infrastructure. Small cell infrastructure typically consists of antennas and power equipment installed in closer proximity to the ground – allowing for an improvement of cellular and data coverage as well as a reduction of the overall data load on larger cell towers. Small cell technology has a higher frequency and a smaller range requiring a network of small cell infrastructure to be placed throughout the community.



The Federal Communications Commission has done its best to make it easy for companies to implement small-cell infrastructure, putting caps on fees that municipalities can charge and requiring permits to be approved within ninety days. In 2017, Colorado passed a law that confirmed that telecommunications companies have the right to construct small cells in public rights of way.

In order to continue to manage permitting, placement and design of small cell infrastructure, staff recommends we immediately adopted interim guidelines, and intend to meet interdepartmentally (IT, public works, building, legal and planning) to formulate next steps. We anticipate first a worksession with Town Council, then a Community Development Code adoption process within the next few months.

Therefore, staff recommends we adopt Interim Small Cell Design Guidelines as a stop-gap measure, while we formalize our regulations yet this winter/spring. These standards will give staff the assurance that some basic protections are in place while also allowing for more time to thoroughly review the above issues and create the necessary code and processes for future development applications.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution adopting Interim Small Cell Design Guidelines. If Town Council approves, please consider the recommended motion listed below.

Proposed Motion:

“I move to approve, a resolution implementing Interim Small Cell Infrastructure Design Guidelines, and direct staff to work together with the Design Review Board to expeditiously initiate an amendment to the Community Development Code with respect to the siting of small-cell infrastructure in Town Rights-of-Way and other Zone Districts .

This motion is based on the evidence and testimony provided at a public hearing held on January 21, 2021.

/aw

Exhibit A: Examples of small cell technology



1) Multiple carriers mounted on exterior of existing pole



2) Small cell integrated within light pole

3) Small cell within standalone pole

**RESOLUTION OF THE TOWN COUNCIL
OF MOUNTAIN VILLAGE, ADOPTING INTERIM SMALL CELL INFRASTRUCTURE
DESIGN GUIDELINES FOR SMALL CELL FACILITIES**

RESOLUTION NO. 2021 – 0121 - ____

WHEREAS, the Town Council (the “Council”) of the Town of Mountain Village (the “Town”) approves Interim Small Cell Infrastructure Design Guidelines for small cell facilities; and

WHEREAS, the Federal Communications Commission (the “FCC”) issued a Final Rule on WT Docket No. 17-79, WC Docket No. 17-84; FCC 18-133 regarding "Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment" which became effective January 14, 2019 (the “Final Rule”); and

WHEREAS, the Final Rule provides "States and Localities Act in Their Regulatory Capacities When Authorizing and Setting Terms for Wireless Infrastructure Deployment in Public Rights of Way" and that the Section 253(a) and 332(c)(7) preempts much of State or Municipal law in regulating Rights of Way; and

WHEREAS, in addition the Final Rule set forth several clarifications that act as new requirements and limitations upon jurisdictions' obligations to facilitate the rapid deployment of small cell infrastructure, including within Rights of Way; and

WHEREAS, some of the new requirements include permitting the entry of new technology never before deployed in Rights of Way in the Town; and

WHEREAS, the Final Rule permits local jurisdictions to adopt aesthetics requirements and other regulations, and such regulations are not preempted so long as they are (1) reasonable, (2) no more burdensome than those applied to other types of infrastructure deployments and (3) objective and published in advance; and

WHEREAS, the Final Rule acknowledged "at least some localities will require some time to establish or publish aesthetics permits, parking permits, or excavation permits"; and

WHEREAS, notwithstanding the aforementioned acknowledgement of necessary time, a moratorium is not allowed under the FCC ruling due to the institution of new shot-clock time lines with respect to small cell deployment; and

WHEREAS, it is the intent of the Town Council to:

1. Facilitate the rapid deployment of small cell facilities within Town Rights of Way as required by the Final Rule, and
2. Establish reasonable regulations to protect the health, safety, and welfare of the general public.
3. Establish reasonable regulations that are objective and published in advance to create a fair and balanced legal and regulatory environment for small cell deployments.

WHEREAS, if the Town continued public consideration of permanent regulations and amendments without first adopting an Interim Design Guidelines on Small Cell deployment within Town Rights of Way, companies seeking to deploy small cells could frustrate the effectiveness of this measure by developing or building small cell structures in Town Right of Way without an established, predictable, regulatory framework that other, later-established small cell deployments may be bound by, thereby

potentially creating disparity in coverage and/or regulation among providers of similar services frustrating the purpose of the Final Rule as well as that of Town's regulation(s); and

WHEREAS, it is in the best interest of the public health, safety, and welfare to adopt an interim small cell infrastructure design guidelines; and

WHEREAS, this measure is necessary to preserve the Town's ability to effectuate long-range Right of Way management and decisions, and to plan in a comprehensive manner as it relates to small cell deployment and incorporation in Town Rights of Way.

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

1. If the Town continued public consideration of permanent regulations and amendments without first adopting Interim Small Cell Infrastructure Design Guidelines for small cell deployments in Town Rights of Way, companies seeking to deploy small cells could frustrate the effectiveness of this measure by developing or building small cell structures in Town Right of Way without an established, predictable, regulatory framework that other, later established small cell deployments may be bound by, thereby potentially creating disparity in coverage among providers of similar services frustrating the purpose of the the Final Rule as well as that of County regulation; and
2. The Interim Small Cell Infrastructure Design Guidelines are necessary to preserve the Town's ability to effectuate long-range planning decisions and to plan in a comprehensive manner as it relates to Right of Way management; and
3. The Interim Small Cell Infrastructure Design Guidelines are necessary to protect the health safety and welfare of the general public.
4. The Town Council approves the conditions as set forth in the Interim Small Cell Infrastructure Design Guidelines attached hereto as Exhibit A, and authorizes the Town Manager to sign such guidelines in form substantially similar to the attached Exhibit A.

Section 1. Resolution Effect

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

Section 2. Severability

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

Section 3. Effective Date

This Resolution shall become effective on January 21, 2021 (the “Effective Date”) as herein referenced throughout this Resolution.

Section 4. Public Meeting

A public meeting on this Resolution was held on the 21st day of January 2021 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved and Adopted by the Town Council at a public meeting held on January 21, 2021.

Town of Mountain Village, Town Council

By: _____
Laila Benitez, Mayor

Attest:

By: _____
Susan Johnston, Town Clerk

Approved as to Form:

Paul Wisor, Town Attorney

INTERIM SMALL CELL INFRASTRUCTURE DESIGN GUIDELINES

Effective immediately, the following design guidelines shall apply to any new land use applications for the construction, reconfiguration, or addition to cell phone tower infrastructure, antennae, and transmission devices within the Town of Mountain Village, as defined by FCC Small Cell Order 18-133.

1. No towers or antennae will be permitted within 600' of any existing or proposed small cell tower or antennae equipment.
2. All small cell equipment and appurtenances shall be housed internally with regard to the pole or alternative tower structure which hosts the small cell antennas.
3. Electric metering structures and/or meters shall not be visible from the exterior of the pole or alternative tower structure which hosts the small cell antennas where the pole or alternative tower structure is located in Town right-of-way. This requirement may be wholly or partially waived by the Public Works Director where it is technically infeasible to place all or part of a meter internally.
4. Freestanding antennas, and/or any supporting equipment shall not exceed thirty feet (30') in height.
5. Antennas mounted to a structure or building shall not be more than ten percent (10%) higher than the actual, as-built building or structure height to which such antenna is mounted.
6. Concealment of all small cell equipment and appurtenances shall be required.
7. Any stand-alone small cell facility shall not block windows or any building entrances. To the extent possible, poles shall be located at mid-blocks, away from intersections. All poles shall be located so as to ensure proper sight-triangles.
8. The pole design in the Town right-of-way shall match the color, aesthetics, spacing, and architectural characteristics of existing streetlights installed adjacent to the pole, or in the vicinity.
9. Poles and towers shall incorporate banner arms and luminaries to blend with the existing streetscape. A waiver of this requirement may be granted by the Public Works Director where it is deemed in the best interest of the public to do so.
10. Wireless communications facilities and equipment should not be installed within the dripline of any tree.
11. Any area disturbed during utility construction shall be revegetated and landscaped in accordance with the Landscaping Regulations.
12. Pole caissons should be circular in nature and designed to minimize impact of adjacent and future utilities. Concrete must follow the latest Colorado Department of Transportation (CDOT) Road & Bridge Specification for applicable design. All designs must be stamped and signed by a registered Professional Engineer in the State of Colorado.
13. The Town of Mountain Village prefers co-location of facilities and the location of facilities on existing infrastructure, such as Town-owned light poles, with the written approval of the Public Works Director.
14. Any pole/structure needs to be at least 35' from the outside edge of the designated gondola haul rope corridors.
15. The Town of Mountain Village reserves the right to remove and relocate infrastructure if necessary, or if alternative methods become available.
16. Reclamation and Abandonment. Notwithstanding the foregoing, any communication antenna that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of the antenna shall remove the same within ninety (90) calendar days of the issue date of the notice to remove the antenna.



**Agenda Item No. 7
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

TO: Mountain Village Town Council

FROM: John Miller, Senior Planner

FOR: Town Council Meeting, January 21, 2020

DATE: January 10, 2021

RE: Second Reading, Public Hearing, and Council vote 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. *continued from the December 10, 2020 special Town Council meeting.*

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



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 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 that parking is obtained or a parking in-lieu fee is established, 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.

CONCURRENT PARKING VARIANCE APPLICATION

At the November 19, 2020 regular Town Council meeting, the Town Council voted to table consideration of a parking variance application for Columbia Place associated with the density transfer and rezone applications.

PARKING PAYMENT IN LIEU FEE ESTABLISHED

At a special meeting on December 3, 2020, the Town Council established by Resolution a parking payment in lieu fee for Columbia Place, Lot 37.

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 and determine if the requests for a density transfer and rezone of Units 5 – 12 are appropriate. As noted above, units 5 and 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.

RECOMMENDED MOTIONS:

Based on Council feedback at the first reading of this item, the following recommended motion has been provided.

Motion of Approval for Units 5-12:

I move to approve, an Ordinance regarding 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 January 10, 2021.

Findings:

1. *The parking requirements for Units 5 and 8 have been satisfied.*
2. *Upon payment in full of the Parking In-Lieu Fee, then the parking requirement for Unit 6, 7, 9, 10, 11, and 12 will be met. Alternatively, the purchase of a parking space within the Mountain Village by each respective owner can satisfy the parking requirement consistent with the CDC.*

Conditions:

1. *Prior to the recordation of the Ordinance approving the Density Transfer and Rezone, each respective owner shall demonstrate that the parking requirements of the CDC have been met, as applicable.*
2. *If the respective owner determines that purchasing of a parking space is preferable to the established payment in-lieu fee, then each parking space shall be deed restricted to remain with the associated lodge unit in perpetuity or until the use of the lodge unit ceases.*
3. *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.*
4. *The Lot list shall be updated to reflect the rezone from eight hotel efficiency units to eight lodge units.*
5. *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 January 10, 2021 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			
Name: Robert Stenhammer		E-mail Address: robert@telluriderealestates.com	
Mailing Address: TREC - 567 Mountain Village Blvd #106A		Phone: 970-708-7771	
City: Mountain Village	State: CO	Zip Code: 81435	
Mountain Village Business License Number: 000387			
PROPERTY INFORMATION			
Physical Address: Columbia Place Condominiums		Acreage:	
Zone District: Village Center	Zoning Designations: Hotel Efficiency	Density Assigned to the Lot or Site: 16 Person Equivalent	
Legal Description: Units 5,6,7,8,9,10,11,12 COLUMBIA PLACE CONDOMINIUMS PHASE I LOT 37			
Existing Land Uses: Hotel Efficiency Units			
Proposed Land Uses: Lodge Units			
OWNER INFORMATION			
Property Owner: See Exhibit A for Owners Information		E-mail Address:	
Mailing Address:		Phone:	
City:	State:	Zip Code:	
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:

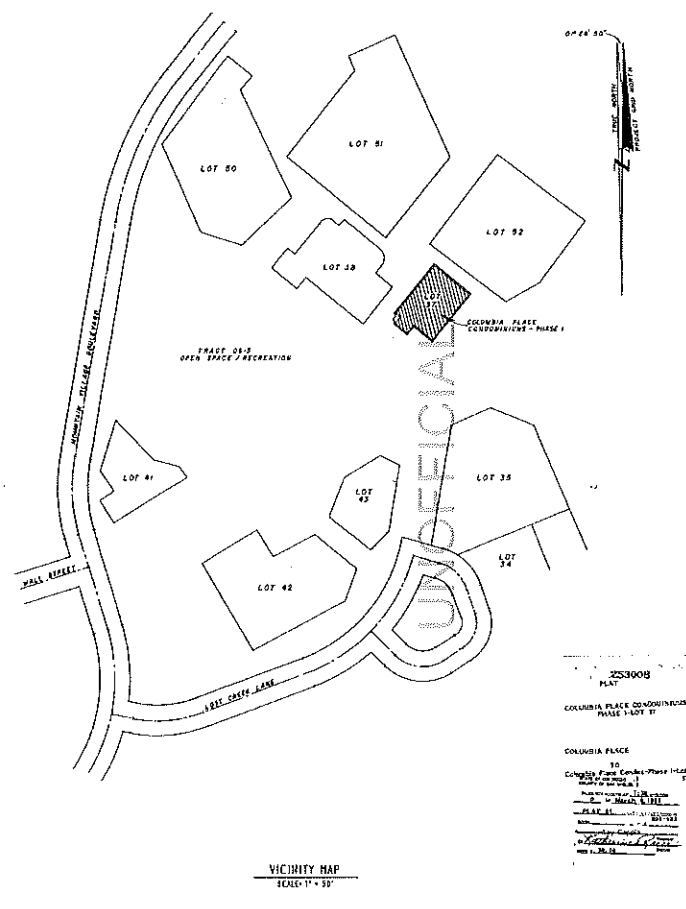
- The re-zone of Columbia Place from Hotel Efficiency to Lodge Unit with the parking variance is the highest and best use of the property from a property value, property usage and constituent property rights.
- There are no health or safety concerns.

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.



- LIST OF PATENTERS AND EASEMENTS**
- Easement No. 1 (See Sheet 3)**
 Received by the Declarant and in common as ECEP
 Partitions with utility water, ingress and egress, features
 and foundations, roof overhangs.
 LCC: Balcony overhang - RU 3.
 0.2311 acres more or less.
 Filed for record April 1, 1997, Book 435, pages 233 to 235.
 - Easement No. 2 (See Sheet 3)**
 ECEP: Ingress and egress, retaining wall, roof overhang, foundation
 and foundations, plaster, access over and through paths to SEE's,
 foundations.
 LCC: Plaster - CU A, three plasters - CU A, balcony overhang - RU 7,
 RU 10, and RU 8.
 0.0270 acres more or less.
 Filed for record April 1, 1997, Book 435, pages 233 to 241.
 - Easement No. 3 (See Sheet 3)**
 Received by the Declarant and in common as ECEP
 Closed mechanical access and trash storage.
 LCC: Ingress and egress shared with Lot 31, Telluride
 Mountain Village, Flaming 1, San Miguel County, Colorado - CU B.
 0.0242 acres more or less.
 Filed for record April 1, 1997, Book 435, pages 233 to 241.
 - Easement No. 5 (See Sheet 3)**
 Received by the Declarant and in common as ECEP
 Ingress and egress, walkway and driveway, roof overhang,
 foundation and foundations.
 LCC: Masonry plaster - CU A, balcony overhang - RU 5.
 0.0174 acres more or less.
 Filed for record April 1, 1997, Book 435, pages 240 to 246.
 - Easement No. 8 (See Sheet 3)**
 Received by the Declarant and in common as ECEP
 Airspace easement for overhead driveway and construction space
 up to 10 feet above the ground connecting buildings upon Lots 37
 and 38.
 0.0140 acres more or less.
 Filed for record April 1, 1997, Book 435, pages 240 to 246.
 - Easement No. 9 (See Sheet 3)**
 ECEP: Pool overhang, foundation, foundation, ingress and egress,
 foundation.
 LCC: Masonry plaster - CU A, balcony overhang and designated on
 plan.
 0.0130 acres more or less.
 Filed for record April 1, 1997, Book 435, pages 240 to 246.

TOTAL AREAS	
UNIT	CLEAR AREA IN SQUARE FEET
COMMERCIAL UNIT A	3474.7
COMMERCIAL UNIT B	3594.7
RESIDENTIAL UNIT 5	1115.7
RESIDENTIAL UNIT 6	692.0
RESIDENTIAL UNIT 7	664.9
RESIDENTIAL UNIT 8	671.3
RESIDENTIAL UNIT 9	859.1
RESIDENTIAL UNIT 10	882.4
RESIDENTIAL UNIT 11	878.0
RESIDENTIAL UNIT 12	883.6

COUNTY COMMISSIONER'S CERTIFICATION
 Subdivision Compliance certified by County Commissioners of San Miguel County, San Miguel County has not reviewed this subdivision for compliance with Colorado Revised Statute 38-33-101, et seq., pursuant to request for Subdivision Compliance certified by San Miguel Board of County Commissioners this 21st day of April, 1998, A.S.
John P. Snyder
 Chairman

DECLARANT'S CERTIFICATION
 Declaration of covenants, conditions, and restrictions are recorded in the office of the Clerk and Recorder of San Miguel County, Colorado in Book 435, pages 233-246.

COUNTY TREASURER'S CERTIFICATION
 I, the undersigned County Treasurer for and of County of San Miguel, State of Colorado, do hereby certify that there are no unpaid taxes, uncollected taxes or special assessments due or payable as assessed or accrued in this office on the plat described herein.
 Dated this 21st day of April, 1998, A.D.
John M. Rose
 San Miguel County Treasurer

TITLE INSURANCE COMPANY CERTIFICATION
 I do hereby certify that we have examined the title to all lands herein platted and that the title to this land is in the name of Columbia Place, a Colorado Limited Partnership and is free and clear of all liens and encumbrances, except: THAT THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLAT AND THAT THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLAT.
 Certified to: STANLEY B. ...

RECORDING CERTIFICATION
 This Condominium Map was filed for record in the office of the Clerk and Recorder of San Miguel County on this 21st day of April, 1998, A.D.
 Book 435-1
 Page: 201-203
 Reception No: ASB004
 Year: 1998
John P. Snyder
 San Miguel County Clerk

PLATFOR BASE: F.S.B. - Federal National Bank of San Diego
 This condominium map of Columbia Place Condominiums - Phase 2 - Lot 37 is approved by the Thatcher Bank, F.S.B. - formerly the 1st National Bank of San Diego, 1915 2nd, City of San Diego, 1988, A.D.
 By: John P. Snyder

Origin of Bearings: The north line S 1/2 SE 1/4 of Section 36, Township 43 North, Range 9 West of the New Mexico Principal Meridian Range S 69°16'30" E with all other bearings contained herein relative thereto. This bearing was related 0°26'50" clockwise from Range 9, Webster's survey as shown on the Telluride County boundary map dated October of 1950. This relation was done to be in conformance with the project bearings established previously by BNS&L, Inc., Denver, Colorado.
Note: The bearings given on this plat are grid bearings and are based upon the Telluride County grid system.

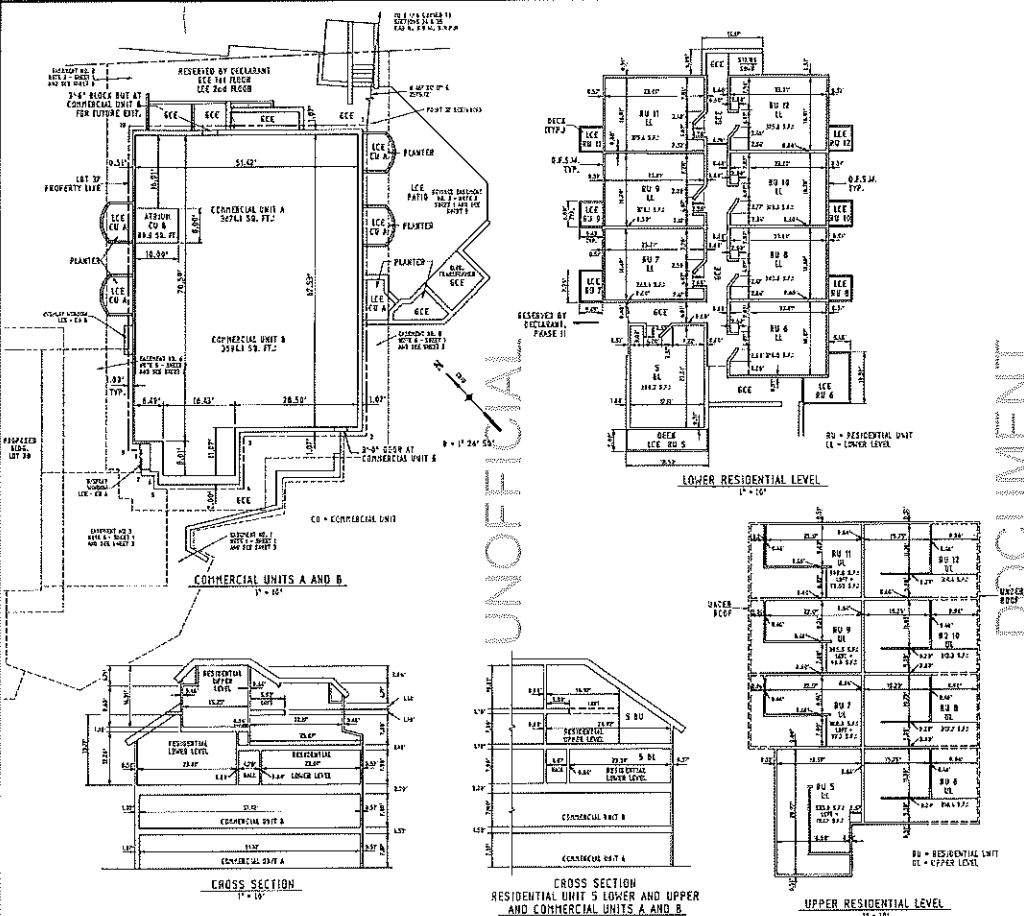
DESIGNED BY: R.L.C.
 CHECKED BY: H.C.B.

BANNER
 BANNER ASSOCIATES, INC.
 2727 E. BROADWAY, SUITE 100, DENVER, CO 80202
 (303) 733-1234

NO.	REVISION	DATE	DESCRIPTION	BY	CHKD

COLUMBIA PLACE LIMITED PARTNERSHIP
 PLAN OF
 COLUMBIA PLACE CONDOMINIUMS - PHASE I - LOT 37
 TELLURIDE MOUNTAIN VILLAGE, PLING 1
 SAN MIGUEL COUNTY, COLORADO

SCALE: 1" = 30'
 SHEET NO. 1 OF 3



Owner's Certificate

KNOW ALL MEN BY THESE PRESENTS, That Columbia Place, a Colorado Limited Partnership in the ownership of Lot 37, Telluride Mountain Village, Filing 1 and has by these presents approved the name and style of COLUMBIA PLACE CONDOMINIUMS - PHASE I - LOT 37.

Lot 37 of Telluride Mountain Village, Filing 1 is located in the NE 1/4 of Section 3, T.42N., R.109W., M.P.M., County of San Miguel, State of Colorado and is more fully described as follows as inclosed:

- Beginning at the westerly corner of Lot 37, whence the South 178 curve in Sections 36 and 35, T.58N., R.26W., R.12E., bears N 62° 21' 0" E, 255.02 feet;
- Thence S 39° 00' 00" W, 71.56 feet;
- Thence S 51° 00' 00" W, 28.50 feet;
- Thence S 37° 00' 00" W, 12.50 feet;
- Thence N 51° 00' 00" W, 23.50 feet;
- Thence N 37° 00' 00" W, 3.00 feet;
- Thence N 37° 00' 00" E, 6.87 feet;
- Thence N 57° 00' 00" W, 3.00 feet;
- Thence S 37° 00' 00" E, 74.00 feet;
- Thence S 51° 00' 00" E, 55.00 feet to the Point of Beginning.

Lot 37 as described above contains 0.037 acres more or less.

Columbia Place, a Colorado Limited Partnership
 By: Wallace E. Beale
 Its: John C. Johnson, General Partner

State of Colorado: 1 1st
 County of San Miguel: 1 1st

Subscribed and sworn to before me, the undersigned officer on this 11th day of January, 1999 by me, John C. Johnson, General Partner, Columbia Place, a Colorado Limited Partnership.

Witness my hand and official seal:
 My commission expires: 3/1/00
John C. Johnson
 Notary Public for the State of Colorado, No. 25757

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 done which it was prepared was under my supervision and that all things were laid and correct to the best of my knowledge and belief.

In witness whereof, I hereunto set my hand and seal this 11 day of January, 1999.

Wallace E. Beale

OWNER: ACCORDING TO COLUMBIA PLACE CONDOMINIUMS MAP (NOT BEING FILED) THE PLAN IS THE PROPERTY OF THE SURVEYOR WHOSE NAME IS PRINTED THEREON AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

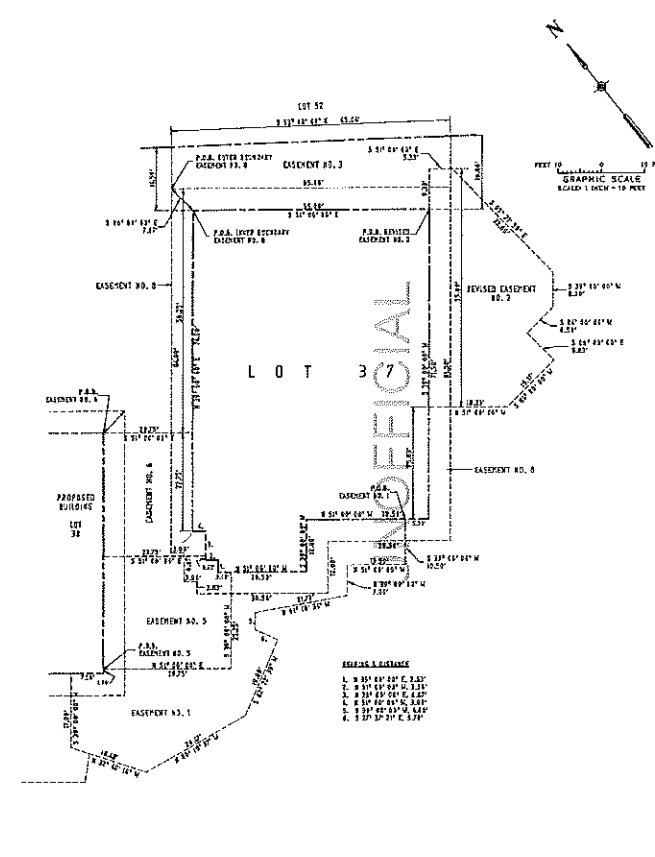
DATE	DESCRIPTION	BY	DATE

COLUMBIA PLACE LIMITED PARTNERSHIP
 MAP OF
 COLUMBIA PLACE CONDOMINIUMS - PHASE I - LOT 37
 TELLURIDE MOUNTAIN VILLAGE, FILING 1
 SAN MIGUEL COUNTY, COLORADO

TELLURIDE, COLORADO SCALE: 1" = 10'
 SHEET NO.: 2 of 3
 DATE: 1-21-99

UNOFFICIAL DOCUMENT

<p>OWNER: B.L.C. CHECKED BY: M.E.B.</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION			
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LEGAL DESCRIPTION OF EASEMENTS NO. 1, 2, 3, 4, 5, 6, 7, 8

EASEMENT NO. 1
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

EASEMENT NO. 2
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

EASEMENT NO. 3
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

EASEMENT NO. 4
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

EASEMENT NO. 5
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

EASEMENT NO. 6
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

EASEMENT NO. 7
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

EASEMENT NO. 8
 Beginning at a point on the easterly boundary of Parcel No. 1 of the 1st Addition to the City of Aurora, Colorado, Section 10, T. 121 N., R. 101 W., and running North 15° 00' 00" East, 15.00 feet to the center of the easement.

DRAWN BY: S.A.C.	REVISIONS: DATE: _____ FOR _____	BANNER BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS AND ARCHITECTS 2124 PENNSYLVANIA AVENUE, SUITE 100 • DENVER, COLORADO 80202 • (303) 733-7742 405 E. MAIN • SUITE 4 • AURORA, COLORADO • (303) 674-3441	REVISION: _____ DATE: _____ DESCRIPTION: _____ BY: _____	COLUMBIA PLACE LIMITED PARTNERSHIP MAP OF COLUMBIA PLACE CONDOMINIUMS - PHASE I - LOT 37 TELEPHONE HEIGHTWAY VALLEY, PLUMB I SAN JUAN COUNTY, COLORADO	TELLURIDE, COLORADO SCALE: 1" = 10' SHEET NO.: 3 of 3	DATE: 1-21-09
CHECKED BY: U.F.B.	REVISIONS: DATE: _____ FOR BANNER ASSOCIATES, INC.		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 26.85
Commercial Unit B	3594.1	26.24 26.24
Residential Unit 5	1115.7	8.14 8.14
Residential Unit 6	692.9	5.06
Residential Unit 7	844.5	6.16 6.16
Residential Unit 8	671.3	4.92 4.92
Residential Unit 9	859.5	6.72 6.72
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%

ORDINANCE NO. 2021-__

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 requested on behalf of the owners of Units 6, 7, 9, 10, 11, and 12 that the Town establish a Parking In-Lieu Fee for the aforementioned units in order to satisfy the CDC parking requirements for Lodge Units (“**Payment In-Lieu**”).
- 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 considered a Parking In-Lieu Fee Payment at its December 3, 2020, meeting to establish the required fee for each Unit owner to otherwise 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:

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Zoned Density						
37	4,214 sq. ft.	Village Center	Efficiency Hotel	8	2	16
			Commercial			
Total Zoned Density:				8		16
Unbuilt Density				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 October 15, 2020, the Town Council conducted a public hearing pursuant to the CDC and after receiving testimony and public comment, continued the first reading and public hearing to November 19, 2020.
- I. 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.
- J. At its regularly scheduled meeting held on December 10, 2020, the Town Council continued the public hearing on this Ordinance to the January 21, 2021 meeting.
- K. At its regularly scheduled meeting held on January 21, 2021, 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.
- L. This Ordinance rezones Lots 37 as follows:

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Zoned Density						
37	4,214 sq. ft.	Village Center	Lodge	8	.75	6
			Commercial			
Total Zoned Density:				8		6
Excess Density to Bank				0		10

- M. This Ordinance approves a density transfer and rezone converting eight Hotel Efficiency units to eight Lodge Units. Commercial space remains unchanged.
- N. The meeting held on January 21, 2021, 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.
- O. 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.
- P. 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 have been satisfied through the purchase of off-site parking.
2. Upon payment in full of the Parking In-Lieu Fee, then the parking requirement for Unit 6, 7, 9, 10, 11, and 12 will be met. Alternatively, the purchase of a parking space within the Mountain Village by each respective owner can satisfy the parking requirement consistent with the CDC.
3. By Resolution, Town Council adopted a parking payment in lieu fee for Columbia Place at a special meeting on December 3, 2020.
4. On November 19, 2020, The Town Council Tabled the associated parking Variance application for Columbia Place.

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

1. Prior to the recordation of the Ordinance approving the Density Transfer and Rezone, each respective owner shall demonstrate that the parking requirements of the CDC have been met, as applicable.
2. If the respective owner determines that purchasing of a parking space is preferable to the established payment in-lieu fee, then each parking space shall be deed-restricted to remain with the associated lodge unit in perpetuity or until the use of the lodge unit ceases.
3. 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.
4. The Lot list shall be updated to reflect the rezone from eight hotel efficiency units to eight lodge units.

5. 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 January 21, 2021, following public hearing and approval by Council on second reading.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 21st day of January 2021 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

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

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 _____, 2021. 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 _____, 2021.

Susan Johnston, Town Clerk

(SEAL)



Agenda Item No. 8
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council and Design Review Board

FROM: John Miller, Senior Planner

FOR: Town Council Meeting of September 21, 2021

DATE: January 13, 2021

RE: **Joint Work Session between the Design Review Board and the Town Council discussing a future height Variance Request to allow the height of Unit 12 at The Ridge to exceed the height restriction illustrated by the Coonskin View Plane Survey found within the Town and County settlement agreement and pursuant to CDC Section 17.5.16(B)(4)**

Work Session Overview

PROJECT GEOGRAPHY

Legal Description: UNIT 12 THE RIDGE AT TELLURIDE A PLANNED COMMUNITY LOT 161A4 ACC TO PLAT REC 04 05 2004 BK 1 PG 3262 3265 AND ACC TO 6TH SUPPLEMENTAL AND AMENDED PLANNED COMMUNITY PLAT PHASES 1 THRU 7 REC 07 02 2010 PLAT BK 1 PG 4349 4353 AND 6TH SUPPLEMENT & AMENDMENT TO DECS AT 413135 A 5.55 PER INT IN UNIT 4 LOT 161A 1R BLDG LOT 161 D1 OPEN SPACE TRACTS ROS 1A 2C 4B 5A 6A 7A LOT 161A 4 OPEN SPACE TRACTS ROS 1B 2B 3A 4A AND LOT 161A R3 OPEN SPACE TRACT ROS 5B COMMON ELEMENTS

Address: 8 Horseshoe Lane
Applicant/Agent: John Horn
Owner: Jonathan H. and Tiffany L. Horton Living Trust

Zoning: Multi-Family
Existing Use: Vacant
Proposed Use: Multi-Family
Lot Size: 0.17 Acres

ATTACHMENTS

- Exhibit A: Application
- Exhibit B: Referral Comments



Case Summary:

John Horn (Applicant), working on behalf of the Jonathan H. and Tiffany L. Horton Living Trust (Owner) has requested a joint work session with the Town Council and Design Review Board (DRB) to discuss a proposed height Variance to Section 17.5.16(B)(4) of the Community Development Code (CDC). If approved, the variance would allow for the future home on Unit 12 to extend into the Coonskin View Plane Survey (attached) based on the applicant's premise that the survey of record is an approximation and that Unit 12 is not visible as shown on the updated survey information provided by San Juan Surveying. The view plan would otherwise limit the height to 20 feet, the applicants desire to construct a building with 35' heights. The CDC would otherwise allow Ridge development at 45' heights.

The applicant has provided several supplemental documents addressing the history of the Ridge Development Covenant and Viewshed Limitations and is asserting that the topography of Coonskin Ridge prevents any portion of a future 35 foot tall home from being seen from any portion of the valley floor east of the entrance to Eider Creek Condominiums. The applicant has indicated that before pursuing additional architectural plans related to Unit 12, they would like some indication on the appropriateness of this variance request.

Existing Conditions:

Unit 12, The Ridge at Telluride is a forested vacant condominium land unit that allows for the future development of a single-family home according to the requirements of the CDC. The site is located near the San Sophia Gondola Station. Due to its unique location, no vehicular access is permitted to these land units.

Generally speaking, development on the Ridge is required to provide story poles in order to verify that no portion of a future home will be visible from view planes located within Telluride and the valley floor. As such, the applicant did install three separate story poles in order to demonstrate the maximum heights of the future home. The Council and DRB, in addition to regional stakeholders, were notified of the story pole locations and viewpoints and generally visited the site over the period of January 4th, 2021, and January 8th, 2021. In addition, the town contracted to obtain a visual time-lapse on January 6th, 2021 in order to determine if the story poles were visible from the Gold King Condominiums (now Eider Creek Condos). The video was distributed in advance of the meeting and also can be found here:

<https://youtube.com/watch?v=zkm9WouMn3A&feature=youtu.be>

Town of Mountain Village Staff and San Miguel County Planning Staff / Legal Counsel visited the site on January 6, 2021, and it was determined that the illuminated story poles were not visible from the entrance to Eider Creek Condos. Both San Miguel County and the Town of Telluride have indicated in their referral comments that there are currently no objections to this request.

Variance Request:

It will be very important to give clear guidance to the applicant regarding this request as the design of the home is dependent on the ability of the applicant to understand if the View Plane Study of record will limit the overall height of the home to 20 feet versus 35 feet. The CDC provides criteria for approval of a Variance within the CDC (listed below) which has been specifically addressed by the applicant on pages 6-8 of the Narrative,

Exhibit HW-5. Ultimately, the DRB and Council will need to determine if they agree that these criteria have been met in their entirety for any future approvals related to this request. The criteria are listed below:

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;
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;
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, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;
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;
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.

Next Steps - In order to proceed with any future request to develop Unit 12, the applicant will need to obtain the following approvals. Each of these future items would be required to be referred to San Miguel County and the Town of Telluride per the ridge development covenant.

1. Design Review Board: Unit 12 the Ridge, Concurrent Initial Architectural and Site Review / Review and Recommendation of a Variance to the Coonskin View Survey
2. Town Council consideration of a Variance to the Coonskin View Survey allowing a maximum height of 35 feet for Unit 12, The Ridge
3. Design Review Board: Unit 12 the Ridge, Final Architectural Review

RECOMMENDATION

A conceptual work session is a process that allows for the DRB and Town Council to provide an informal, non-binding review of a conceptual development proposal. The DRB shall evaluate a proposed concept based on the applicable criteria for decision in the future. Any comments or general direction given by either body shall not be considered binding or represent any warranties or guarantees of approval of any kind. No formal action is taken by the DRB or Town Council on conceptual work sessions.

Staff recommends that each body review and evaluate the proposed concept plans based on the applicable criteria for decision for the future development application and provide non-binding feedback and direction to the applicant regarding the design and proposed density. Because there appear to be no visual impacts from the valley floor, based upon the materials provided by the applicant and the view study, staff does not take any issue with this future request.



CONCEPTUAL WORKSESSION SUBMITTAL APPLICATION

PLANNING & DEVELOPMENT SERVICES
 455 Mountain Village Blvd. Suite A
 Mountain Village, CO 81435
 970-369-1392
 970-728-4342 Fax
 cd@mtnvillage.org

WORKSESSION SUBMISSION PROCESS

APPLICANT INFORMATION

Name: Jonathan H. And Tiffany L. Horton Living Trust, dated the 19 day of June, 2002		E-mail Address: c/o jhorn@rmi.net	
Mailing Address: 10115 E Bell Rd Ste 107 510		Phone: 970-708-1233	
City: Scottsdale	State: AZ	Zip Code: 85260	
Mountain Village Business License Number: N/A			

PROPERTY INFORMATION

Physical Address: 8 Horseshoe Lane		Acreage: .17
Zone District: Multi-Family	Zoning Designations: 1 Condominium	Density Assigned to the Lot or Site: 3 Density Units (1 Condominium equivalent)
Legal Description: Unit 12, The Ridge At Telluride		
Existing Land Uses: Vacant 1 Multi-Family Unit		
Proposed Land Uses: Built 1 Multi-Family Unit		

OWNER INFORMATION

Property Owner: Jonathan H. And Tiffany L. Horton Living Trust, dated the 19 day of June, 2002		E-mail Address: hortonjonh@aol.com	
Mailing Address: 10115 E Bell Rd Ste 107 510		Phone:	
City: Scottsdale	State: AZ	Zip Code: 85260	

DESCRIPTION OF REQUEST

1. Guidance on variance from Section 17.5.16.B.4 to allow the structure on Unit 12 to extend into the view plane as shown on the Coonskin View Plane drawing recorded at reception number 328113.

1 To: Town Council and Design Review Board
2 Town of Mountain Village
3 Via email: c/o Michelle Haynes (MHaynes@mtnvillage.org)
4 From: John Horn, Real Estate Consulting
5 Agent for Jonathan H. And Tiffany L. Horton Living Trust
6 Date: December 10, 2020
7 Re: Unit 12, The Ridge – Worksession
8 -Narrative
9

10 1. A substantial amount of time, effort, resources and money are required to prepare and submit a
11 complete application for design review of a single-family home in the Town of Mountain Village. One of
12 the most fundamental elements of the design of any home is its height; if a home is designed based on
13 the assumption that the allowed height is 35 feet, but it is later determined that the allowed height is
14 only 20 feet, then almost all of the time, effort, resources and money invested in the 35 foot design will
15 be wasted and lost. Consequently, if there is a question as to what height will be allowed, then it is the
16 best interest of everyone involved, including both the property owner and the interested governments,
17 to obtain an answer to that question before extensive design efforts start. The design of the home on
18 Unit 12, The Ridge faces this height question.
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20 The purpose of the worksession is obtain guidance from the Town Council and Design Review Board
21 regarding a future variance request (“View Plane Variance”) from Section 17.5.16.B.4 (attached as
22 Exhibit HW-14) to allow the structure on Unit 12 to extend into the view plane established by the
23 Coonskin View Plane drawing recorded at reception number 328113 (attached as Exhibit HW-11).
24 Section 17.5.16.B.4 states:
25

26 *“4. Except for the existing building on Lot 161A-1R and gondola facilities, the development of*
27 *ridgeline area lots shall be designed to **ensure that no lighting or any part of any building or***
28 ***structure extends into the view plane** as shown on the Coonskin View Plane drawing recorded at*
29 *reception number 328113.”*
30

31 2. Please consider the following background information regarding the View Plane Variance:
32

33 2.1 Paragraph 5.i of the Development Covenant for Lot 161A, 161B and 161D and Adjacent
34 Active Open Space, Mountain Village Planned Unit Development (“**Old Covenant**”), recorded at
35 Book 504 at page 737 (Reception # 282311), copy attached as Exhibit HW-9, states:
36

(5) View Plane Establishment and Protection. Limitation of development on the remainder of Lot 161A (excluding the southern 80 ft.), and all of Lots 161B and 161D, such that under no circumstances may any lighting or part of any structure on Lots 161B, or 161D, or the remaining portion of Lot 161A, **be visible from** or extend into the following described view plane to be established by survey:

- (i) Gold King to Town. Any point:
 - (a) east of the western boundary line of Telwest/Gold King Condominiums, or
 - (b) west of the western boundary, extended northerly, of the existing Town of Telluride located at or below the elevation of **8,800 feet above sea level**, or

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2.2 As shown by the language highlighted in green immediately above in paragraph 5 of the Old Covenant, the fundamental underlying purpose and intent of the paragraph 5.i view plane was to protect the views from the San Miguel River Valley to ensure that no future structure built on Lot 161A could be seen from any point on the San Miguel River Valley lying “*east of the western boundary line of the Telwest/Goldking Condominiums*” and “*west of the western boundary*” of the Town of Telluride at any elevation “*located at or below 8,800 feet above sea level*”. Consequently, if a future structure cannot be seen from any of those points then it meets the purpose and intent of paragraph 5.i. It was not the intent of paragraph 5.i to apply a mechanical and perfunctory height limit via an approximate view plane that did not accurately accomplish the purpose of protecting the views from the locations in the San Miguel River Valley identified in paragraph 5.i.

2.3 Subsequently, the Old Covenant was replaced in its entirety pursuant to paragraph 1 of the First Amended and Restated Development Covenant for Lot 161A, 161B and 161D and Adjacent Active Open Space, Town of Mountain Village, Colorado (“**Current Covenant**”), recorded starting on page 12 of the document recorded at Reception # 329093, (attached as Exhibit HW-10). Paragraph 1 of the Current Covenant states:

NOW, THEREFORE, the parties covenant and agree as follows:

1. **Replacement and Consent.** The provisions of this Ridgeline Covenant supersede and replace the Development Covenant and Resolution 1993-6 in their entirety, except that as to each of the Deeds of Trust described in Recital E hereto and any modifications or extensions thereof, the parties agree that the Development Covenant and Resolution 1993-6 shall remain and continue to be a senior covenant and encumbrance upon the Ridgeline Properties until the earlier of such time as the liens of all such Deeds of Trust, and any modifications or extensions thereof are released or extinguished, or such time as all of the beneficiaries of such Deeds of Trust have recorded in the office of the Clerk and Recorder for San Miguel County consents to this Ridgeline Covenant which subordinate the liens of such Deeds of Trust to this Ridgeline Covenant. Any person acquiring title to any of the Ridgeline Properties through foreclosure of any of the Deeds of Trust described in Recital E hereto, or through any conveyance in lieu of such foreclosure, shall take title to such Ridgeline Properties subject the covenants, conditions, restrictions and provisions of the Development Covenant and Resolution 1993-6 unless the consents contemplated by this paragraph have been duly recorded, in which event the person acquiring title to the Ridgeline Properties shall take title subject to the covenants, conditions, restrictions and provisions of this Ridgeline Covenant.

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2.4 At the time the Old Covenant was approved, the paragraph 5.i view plane did not exist and, instead, paragraph 5.i provided that the "view plane [was] to be established by survey". As shown below in paragraph 5 of the Current Covenant, the view plane survey ("Jacobsen View Plane Survey") was overseen by the surveying company of Jacobsen Associates and was recorded at Plat Book 1 at page 2601 (Reception #328113), copy attached as Exhibit HW-11.

5. **View Plane Limitations for Development on Lots 161A, 161A-1, 161B, and 161D.** Development on Lots 161A, 161A-1, 161B and 161D (or, subsequent to the Replat, Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2), excluding the Ridge Club Building, shall be located such that, under no circumstances, shall any lighting or any part of any structure extend into the view plane (the "View Plane") shown on the Coonskin View Plane drawing prepared by Jacobsen Associates and dated July 21, 1999, as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 2601.

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2.5 On December 8, 2020, I spoke with Randall Hency, the surveyor who prepared the Jacobsen View Plane Survey, and he informed me of the following:

2.5.1 The survey was based solely on third-party topographic surveys, likely USGS quad mapping that could be off by as much as 10 to 20 feet.

2.5.2 No actual field work was done using any type of survey equipment.

2.5.3 Because the survey was based solely on third-party topographic surveys, Mr. Hency and the other surveying professionals involved in the preparation of the Jacobsen View Plane Survey discussed and acknowledged that the Jacobsen View Plane Survey would not be accurate and would only be approximate.

79 Because Mr. Hency recognized that the techniques and resources used to produce the Jacobsen
80 View Plane Survey would not produce completely accurate results, he included the following
81 qualification on page 1 of the Jacobsen View Plane Survey:
82

I do hereby certify that this Coonskin View Plane was verified by me on the 22nd day of July, 1999 in accordance with the requirements of Recital F, Item 4, First Amended Development Covenant for Lots 161A, 161A1, 161B, 161D and Adjacent Active Open Space, Town of Mountain Village, Colorado, more particularly described as shown on the accompanying map, and that to the best of my knowledge and belief, this map of the Coonskin View Plane approximately shows the correct locations of the height restriction lines. To ensure that the required view plane criteria is met and before any construction can begin, a field verification survey is required, once the proposed building sites have been determined.

Randall D. Hency
Randall D. Hency
Colorado Professional Surveyor
PLS #27605

7-22-99
Date



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85 2.5.1 As highlighted in blue, Mr. Hency noted that the survey only “approximately shows
86 the correct locations of the height restriction lines” and, therefore, as highlighted in
87 green, he directed that “To ensure that the required view plane criteria is met and
88 before any construction can begin, a field verification survey is required once the
89 proposed building sites have been determined.”

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91 2.6 Pursuant to Mr. Hency’s direction, Jon and Tiffany Horton engaged Christopher R. Kennedy
92 of San Juan Surveying to prepare a field verification survey to “ensure that the required view
93 plane criteria is met”; a copy of Mr. Kennedy’s field verification survey is attached as Exhibit HW-
94 12. Based on the information set forth in the Exhibit HW-12 field verification survey, Mr.
95 Kennedy prepared an affidavit (Exhibit HW-13) in which he offers the following conclusions:

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97 “3.1 With regard to the view plane survey (“Jacobsen View Plane Survey”) prepared by
98 the surveying company of Jacobsen Associates, recorded at Plat Book 1 at page 2601
99 (Reception #328113) (Exhibit HW-11), as it relates to Unit 12, The Ridge please note the
100 following:

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102 3.1.1 Using actual ground shots, San Juan Surveying field verified the following
103 locations shown in Exhibit HW-12:

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105 3.1.1.1 The concrete “x” joint in the driveway at the Eider Creek
106 Condominiums (aka Telwest/Goldking Condominiums) which is at
107 elevation 8,689.54 North American Vertical Datum.

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109 3.1.1.2 The story pole referred to as Story Pole #2 in Exhibit HW-6.

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111 3.1.1.3 The point on the line from the concrete “x” joint to Story Pole #2
112 crosses where it crosses the Coonskin Ridge at an elevation of 10,235.50.
113

114 3.2 The view line created using the three points identified in paragraphs 3.2.1.1, 3.2.1.2
 115 and 3.2.1.3 arrives at a point that is 95 feet in elevation directly above the ground
 116 surface at the base of Story Pole #2. **The result is that the top of the 35 foot Story Pole**
 117 **#2 cannot be seen from the concrete “x” joint in the driveway at the Eider Creek**
 118 **Condominiums, located at 8,689.54 feet above sea level, because it is 60 feet below**
 119 **the 10,496.83 foot elevation point that can be seen from the concrete “x” joint.**
 120 **Anything below the 10,496.83 foot elevation point cannot be seen from the concrete**
 121 **“x” joint because it is obstructed by the ground of the Coonskin Ridge.** These
 122 determinations are based on the following:
 123

<u>Location</u>	<u>Elevation</u>	<u>Ft. Above Bottom of Story Pole 2</u>	<u>Ft. Above Top of Story Pole 2</u>
Bottom Story Pole 2	10401.8	0	-35
Top Story Pole 2	10436.8	35	0
Elevation From "x" to Top Story Pole 2	10496.8	95	60
Elevation From 8,800 to Top Story Pole 2	10479.8	78	43

124
 125 3.3 The view line created using a point located at 8,800 feet above sea level and directly
 126 above the concrete “x” joint in the driveway at the Eider Creek Condominiums and the
 127 two points identified in paragraphs 3.2.1.2 and 3.2.1.3 arrives at a point that is 78 feet in
 128 elevation above the ground surface at the base of Story Pole #2. **The result is that the**
 129 **top of the 35 foot Story Pole #2 cannot be seen from the point that is 8,800 feet above**
 130 **sea level located directly above the concrete “x” joint in the driveway at the Eider**
 131 **Creek Condominiums because it is 43 feet below the 10,479.83 foot elevation point**
 132 **that can be seen from the 8,800 foot point. Anything below the 10,479.83 foot**
 133 **elevation cannot be seen from the 8,800 foot point because it is obstructed by the**
 134 **ground of the Coonskin Ridge.”**
 135

136 2.7 Mr. Kennedy’s affidavit establishes the following three significant and indisputable facts:
 137

138 2.7.1 Any building built on Unit 12, The Ridge will not be visible from the concrete “x”
 139 joint in the driveway at the Eider Creek Condominiums if it is **less than 95 feet tall.**
 140

141 2.7.2 Any building built on Unit 12, The Ridge will not be visible from the point that is
 142 8,800 feet above sea level located directly above the concrete “x” joint in the driveway
 143 at the Eider Creek Condominiums if it is **less than 78 feet tall.**
 144

145 2.7.3 Because no point of any portion of Horton’s proposed home will exceed a height
 146 of 35 feet, plus 5 feet to allow for chimneys, flues, vents or similar structures, it cannot
 147 be seen from either of these two points.
 148

149 2.8 These three significant and indisputable facts lead to one significant and indisputable
 150 conclusion, any home built on Unit 12, The Ridge will meet the fundamental underlying purpose
 151 and intent of the view plane which is to protect the views from the San Miguel River Valley by
 152 ensuring that no future structure built on Unit 12 can be seen from any point on the San Miguel
 153 River Valley lying “east of the western boundary line of the Telwest/Goldking Condominiums”

154 and “west of the western boundary” of the Town of Telluride at any elevation “located at or
 155 below 8,800 feet above sea level”.

156
 157 3. Now, let us apply these facts to the variance criteria set forth in Section 17.4.16 (attached as Exhibit
 158 HW-15). In Table 1 below the left-hand column contains the text of Section 17.4.16 and the right-hand
 159 column contains the discussion that applies the facts of this matter to the corresponding variance
 160 provision.

161
 162 Table 1

17.4.16 Variance Process	
<p>A. Purpose and Intent 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. Economic hardship alone is not sufficient justification for the granting of a variance. A variance is not required where a particular standard or provision of these regulations specifically allows for the review authority to grant administrative relief. It is the Town's intent that a variance be granted only under extraordinary circumstances.</p>	<p>1.1 At a point in the near future Tiffany and Jon Horton anticipate requesting a variance to the view plane provision of Section 17.5.16 of the CDC because the strict application of Section 17.5.16 would cause exceptional and undue hardship on the development and use of Unit 12, The Ridge due to special circumstances existing relative to the topography and the actual real world impact the topography has on the visibility from the San Miguel River Valley of any structure built on Unit 12.</p> <p>1.2 The fundamental underlying purpose and intent of the view plane is to protect the views from the San Miguel River Valley to ensure that no future structure built on Lot 161A can be seen from any point on the San Miguel River Valley lying “east of the western boundary line of the Telwest/Goldking Condominiums” and “west of the western boundary” of the Town of Telluride at any elevation “located at or below 8,800 feet above sea level”.</p> <p>1.3 The surveyor who prepared the Jacobsen View Plane Survey, Randall Hency, recognized that the techniques used to create the view plane would not produce completely accurate results and, therefore he directed that “To ensure that the required view plane criteria is met and before any construction can begin, a field verification survey is required once the proposed building sites have been determined.”</p> <p>1.4 Pursuant to Mr. Hency’s direction, Mr. and Mrs. Horton engaged Christopher R. Kennedy of San Juan Surveying to prepare a field verification survey to “ensure that the required view plane criteria is met”; a copy of Mr. Kennedy’s field</p>

verification survey is set forth in Exhibit HW-12. Based on the information set forth in the Exhibit HW-12 field verification survey, three significant and indisputable facts were established:

1.4.1 Any building built on Unit 12, The Ridge will not be visible from the concrete "x" joint in the driveway at the Eider Creek Condominiums if it is **less than 95 feet tall**.

1.4.2 Any building built on Unit 12, The Ridge will not be visible from the point that is 8,800 feet above sea level located directly above the concrete "x" joint in the driveway at the Eider Creek Condominiums if it is **less than 78 feet tall**.

1.4.3 Because no point of any portion of Horton's proposed home will exceed a height of 35 feet, plus 5 feet to allow for chimneys, flues, vents or similar structures, it cannot be seen from either of these two points.

1.5 The three significant and indisputable facts lead to one significant and indisputable conclusion, any home built on Unit 12, The Ridge will meet the fundamental underlying purpose and intent of the view plane which is to protect the views from the San Miguel River Valley by ensuring that no future structure built on Unit 12 can be seen from any point on the San Miguel River Valley lying "*east of the western boundary line of the Telwest/Goldking Condominiums*" and "*west of the western boundary*" of the Town of Telluride at any elevation "*located at or below 8,800 feet above sea level*".

1.6 If Mr. and Mrs. Horton are not granted relief from the approximate and ineffectual limits established by the view plane, then the height of their home will be arbitrarily and unnecessarily reduced to 20 feet resulting in the loss of roughly one and a half floors or approximately 40% of the square footage of the home, and thereby

	<p>dramatically and negatively impacting the functional design of their home.</p> <p>1.7 Economic hardship is not the basis for requesting this variance. The basis for the request is set forth immediately above in paragraph 1.6 of this Table 1.</p> <p>1.8 A variance is required because no particular standard or provision of the CDC specifically allows for a review authority to grant administrative relief.</p>
<p>B. Applicability The variance process is applicable to any owner or developer who seeks a variance to the requirements of the CDC because the strict application of the CDC requirements would cause a hardship due to extraordinary or special circumstance on a lot.</p>	<p>2.1 See items 1.1 through 1.8 above.</p> <p>2.2 The loss of roughly one and a half floors or approximately 40% of the square footage of the home would cause an unnecessary hardship.</p>
<p>1. A variance is not applicable to the Building Codes requirements. Please refer to the Building Codes appeals process.</p>	<p>3.1 The request does not involve any Building Code requirements.</p>
<p>C. Review Process Variance development applications shall be processed as class 4 applications.</p>	<p>4.1 Acknowledged.</p>
<p>D. Criteria for Decision 1. The following criteria shall be met for the review authority to approve a variance:</p>	<p>5.1 No response necessary.</p>
<p>a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;</p>	<p>6.1 As shown on Exhibit HW-7, without the variance the height of the western edge of the home will be limited to approximately 20' and then the allowed height slopes upward and easterly to approximately 33' on the eastern edge. Because this is a footprint lot, the net effect of this height limitation is that the Horton's will lose roughly one and a half floors or approximately 40% of the square footage of the home. The loss of 40% of the square footage of a home is exceptional and undue when the reason for the loss is the enforcement of a view plane that serves no practical real-world purpose as it applies to this specific situation.</p>
<p>b. The variance can be granted without substantial detriment to the public health, safety and welfare;</p>	<p>7.1 The fundamental underlying purpose and intent of the view plane is to protect the views from the San Miguel River Valley to ensure that no future structure built on Lot 161A could be</p>

	<p>seen from any point on the San Miguel River Valley lying “east of the western boundary line of the Telwest/Goldking Condominiums” and “west of the western boundary” of the Town of Telluride at any elevation “located at or below 8,800 feet above sea level”.</p> <p>7.2 As shown above, the three significant and indisputable facts shown in paragraph 2.7 lead to one significant and indisputable conclusion, any home built on Unit 12, The Ridge cannot be seen from the San Miguel River Valley and, therefore, will meet the fundamental underlying purpose and intent of the view plane.</p> <p>7.3 By fulfilling the fundamental underlying purpose and intent of the view plane, the “variance can be granted without substantial detriment to the public health, safety and welfare”.</p>
<p>c. The variance can be granted without substantial impairment of the intent of the CDC;</p>	<p>8.1 The purposes of the CDC are set forth in Section 17.1.3 (see attached Exhibit HW-16). Granting the variance is consistent with every one of the twelve purposes stated in Section 17.1.3 and, in fact, the purposes set forth in Section 17.13 support granting the variance.</p> <p>8.2 The intent of the view plane provisions of Section 17.5.16 is to protect the views from the San Miguel River Valley and, as explained above, granting the variance will protect the views from the San Miguel River Valley in the manner intended.</p> <p>8.3 By fulfilling the fundamental underlying purpose and intent of the view plane, the “variance can be granted without substantial impairment of the intent of the CDC”.</p>
<p>d. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;</p>	<p>9.1 All lots in The Ridge development are subject to the view plane provisions of Section 17.5.16 and, therefore, to the extent any other lot experiences the same issue, the other lots should be entitled to similar relief.</p> <p>9.2 Granting the variance will not allow for a larger home size or building height than what is</p>

	<p>allowed elsewhere in The Ridge; instead, by granting the variance the Horton’s will simply be allowed to build a home whose size and building height are consistent with the other lots in The Ridge.</p>
<p>e. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;</p>	<p>10.1 Absent the Section 17.5.16 view plane limitation, the Multi-Family Zone District allows a maximum building height of 45 feet plus <i>“Chimneys, flues, vents or similar structures may extend up to five (5) feet above the specified maximum height excluding unscreened telecommunications antenna with the height of such structures set forth in the telecommunications antenna regulations.”</i> Reasonable use of Unit 12 would allow a structure up to 35 feet, plus 5 feet to allow for chimneys, flues, vents or similar structures, if it cannot be seen from the San Miguel River Valley. If the purpose and intent of the CDC are met, then it is reasonable to be allowed to not have to lose roughly one and a half floors or approximately 40% of the square footage of a home.</p> <p>10.2 A 35-foot height, plus 5 feet to allow for chimneys, flues, vents or similar structures, is the minimum necessary to allow for a three-story home.</p> <p>10.3 For the reasons stated in 10.1 and 10.2, <i>“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”</i>.</p>
<p>f. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;</p>	<p>11.1 Correct.</p>
<p>g. The variance is not solely based on economic hardship alone; and</p>	<p>12.1 Correct; see paragraphs 1.6 and 1.7 above in this Table 1.</p>
<p>h. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.</p>	<p>13.1 The home will meet all other applicable Town regulations and standards and no other variances are necessary.</p>

<p>2. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the variance review criteria.</p>	<p>14.1 Hopefully the discussion set forth in this narrative and the accompanying exhibits demonstrate the proposed development substantially complies with the variance review criteria.</p>
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For the reasons stated above, we request a motion along the lines of the following **from the Town Council and DRB:**

"I move to provide the Jonathan H. And Tiffany L. Horton Living Trust, dated the 19 day of June, 2002 with the following guidance:

Findings:

1. The fundamental underlying purpose and intent of (i) paragraph 5.i of the First Amended and Restated Development Covenant for Lot 161A, 161B and 161D and Adjacent Active Open Space, Town of Mountain Village, Colorado ("Current Covenant"), recorded starting on page 12 of the document recorded at Reception # 329093 and (ii) CDC Section 17.5.16.B.4 is to protect the views from the San Miguel River Valley to ensure that no structure built on Unit 12, The Ridge, can be seen from any point on the San Miguel River Valley lying "*east of the western boundary line of the Telwest/Goldking Condominiums*" and "*west of the western boundary*" of the Town of Telluride at any elevation "*located at or below 8,800 feet above sea level*".

2. The field verification survey prepared by Christopher R. Kennedy of San Juan Surveying establishes the following three significant and indisputable facts:

2.1 Any building built on Unit 12, The Ridge will not be visible from the concrete "x" joint in the driveway at the Eider Creek Condominiums if it is **less than 95 feet tall.**

2.2 Any building built on Unit 12, The Ridge will not be visible from the point that is 8,800 feet above sea level located directly above the concrete "x" joint in the driveway at the Eider Creek Condominiums if it is **less than 78 feet tall.**

2.3 Because no point of any portion of Horton's proposed home will exceed a height of 35 feet, plus 5 feet to allow for chimneys, flues, vents or similar structures, it cannot be seen from either of these two points.

3. The three significant and indisputable facts lead to one significant and indisputable conclusion, any home built on Unit 12, The Ridge will meet the fundamental underlying purpose and intent of the view plane which is to protect the views from the San Miguel River Valley by ensuring that no future structure built on Unit 12 can be seen from any point on the San Miguel River Valley lying "*east of the western boundary line of the Telwest/Goldking Condominiums*" and "*west of the western boundary*" of the Town of Telluride at any elevation "*located at or below 8,800 feet above sea level*".

205 4. Based on the discussion set forth in Table 1 of the Unit 12, The Ridge – Worksession –
206 Narrative, dated December 9, 2020, a structure on Unit 12, The Ridge that does not
207 exceed 35 feet at its highest point, plus 5 feet to allow for chimneys, flues, vents or
208 similar structures, would qualify for a variance under CDC Section 17.4.16.

209
210 Conclusion:

211
212 5. If the Jonathan H. And Tiffany L. Horton Living Trust, dated the 19 day of June, 2002
213 are able to receive relief from San Miguel County from the provisions of the Current
214 Covenant that would allow it to build a structure on Unit 12, The Ridge that does not
215 exceed 35 feet at its highest point, plus 5 feet to allow for chimneys, flues, vents or
216 similar structures, then the variance described in paragraph 4 of this motion will be
217 approved.

218
219 Correspondingly, for the reasons stated above, we request a motion along the lines of the following
220 **from the San Miguel County Board of Commissioners:**

221
222 “I move to provide the Jonathan H. And Tiffany L. Horton Living Trust, dated the 19 day of June,
223 2002 with the following guidance:

224
225 Findings:

226
227 1. The fundamental underlying purpose and intent of (i) paragraph 5.i of the First
228 Amended and Restated Development Covenant for Lot 161A, 161B and 161D and
229 Adjacent Active Open Space, Town of Mountain Village, Colorado (“Current Covenant”),
230 recorded starting on page 12 of the document recorded at Reception # 329093 and (ii)
231 CDC Section 17.5.16.B.4 is to protect the views from the San Miguel River Valley to
232 ensure that no structure built on Unit 12, The Ridge, can be seen from any point on the
233 San Miguel River Valley lying “east of the western boundary line of the Telwest/Goldking
234 Condominiums” and “west of the western boundary” of the Town of Telluride at any
235 elevation “located at or below 8,800 feet above sea level”.

236
237 2. The field verification survey prepared by Christopher R. Kennedy of San Juan
238 Surveying establishes the following three significant and indisputable facts:

239
240 2.1 Any building built on Unit 12, The Ridge will not be visible from the concrete
241 “x” joint in the driveway at the Eider Creek Condominiums if it is **less than 95**
242 **feet tall.**

243
244 2.2 Any building built on Unit 12, The Ridge will not be visible from the point
245 that is 8,800 feet above sea level located directly above the concrete “x” joint in
246 the driveway at the Eider Creek Condominiums if it is **less than 78 feet tall.**

247
248 2.3 Because no point of any portion of Horton’s proposed home will exceed a
249 height of 35 feet, plus 5 feet to allow for chimneys, flues, vents or similar
250 structures, it cannot be seen from either of these two points.
251

252 3. The three significant and indisputable facts lead to one significant and indisputable
253 conclusion, any home built on Unit 12, The Ridge will meet the fundamental underlying
254 purpose and intent of the view plane which is to protect the views from the San Miguel
255 River Valley by ensuring that no future structure built on Unit 12 can be seen from any
256 point on the San Miguel River Valley lying *“east of the western boundary line of the*
257 *Telwest/Goldking Condominiums”* and *“west of the western boundary”* of the Town of
258 Telluride at any elevation *“located at or below 8,800 feet above sea level”*.
259

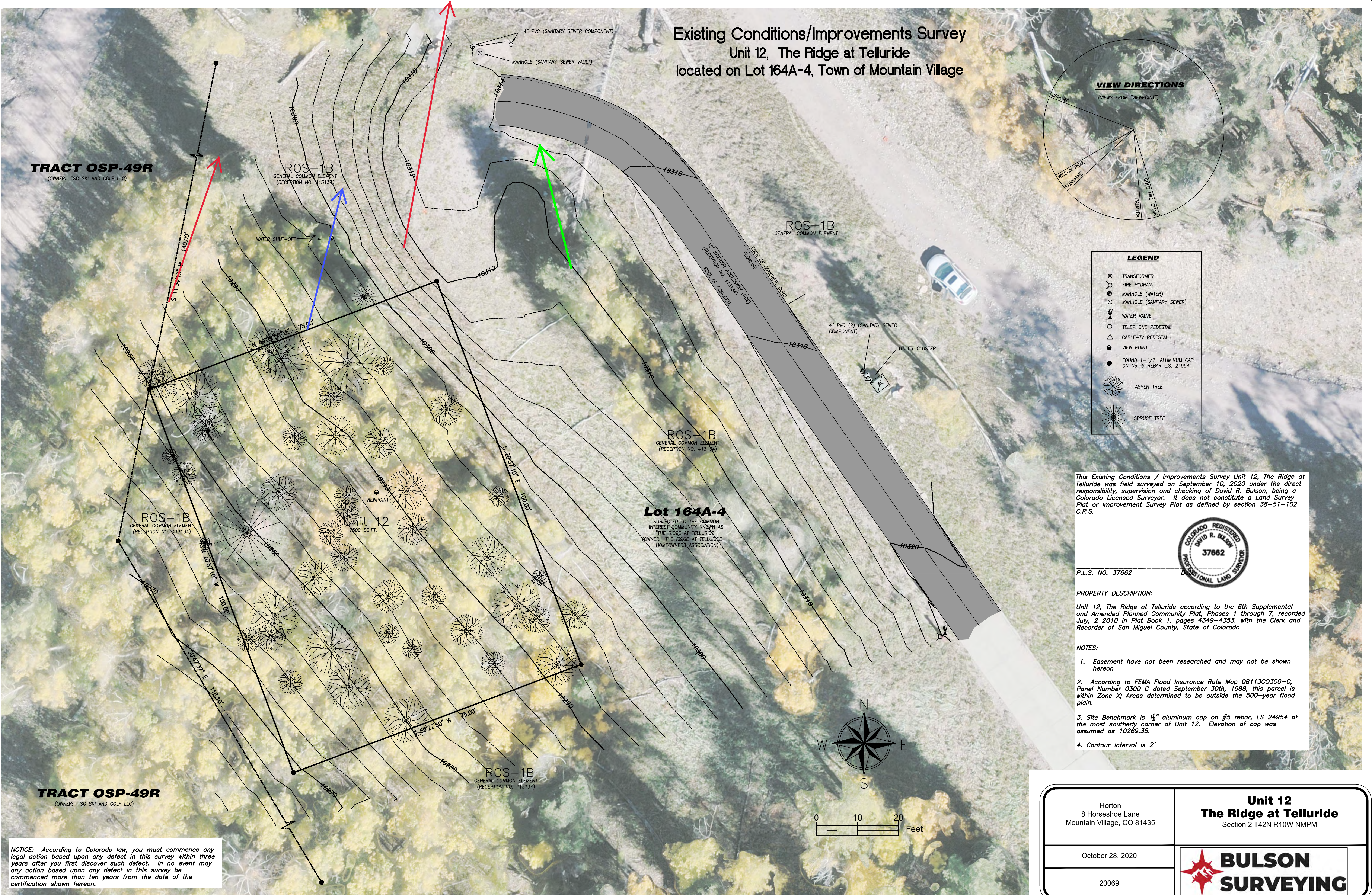
260 4. Based on the discussion set forth in Table 1 of the Unit 12, The Ridge – Worksession –
261 Narrative, dated December 9, 2020, a structure on Unit 12, The Ridge that does not
262 exceed 35 feet at its highest point, plus 5 feet to allow for chimneys, flues, vents or
263 similar structures, would qualify for relief from enforcement of the Current Covenant
264 that would otherwise prohibit the construction of a structure on Unit 12, The Ridge that
265 is 35 feet at its highest point, plus 5 feet to allow for chimneys, flues, vents or similar
266 structures.
267

268 Conclusion:

269
270 5. If the Jonathan H. And Tiffany L. Horton Living Trust, dated the 19 day of June, 2002
271 make application to the Town of Mountain Village to build a structure on Unit 12, The
272 Ridge that does not exceed 35 feet at its highest point, plus 5 feet to allow for chimneys,
273 flues, vents or similar structures, then San Miguel County will grant relief from
274 enforcement of the Current Covenant that would otherwise prohibit the construction of
275 a structure on Unit 12, The Ridge that is 35 feet at its highest point, plus 5 feet to allow
276 for chimneys, flues, vents or similar structures.
277

278 END OF NARRATIVE MEMORANDUM

Existing Conditions/Improvements Survey
 Unit 12, The Ridge at Telluride
 located on Lot 164A-4, Town of Mountain Village



LEGEND

- ⊠ TRANSFORMER
- ⊕ FIRE HYDRANT
- ⊙ MANHOLE (WATER)
- ⊙ MANHOLE (SANITARY SEWER)
- ⊕ WATER VALVE
- TELEPHONE PEDESTAL
- △ CABLE-TV PEDESTAL
- VIEW POINT
- FOUND 1-1/2" ALUMINUM CAP ON No. 5 REBAR L.S. 24954
- ⊙ ASPEN TREE
- ⊙ SPRUCE TREE

This Existing Conditions / Improvements Survey Unit 12, The Ridge at Telluride was field surveyed on September 10, 2020 under the direct responsibility, supervision and checking of David R. Bulson, 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.



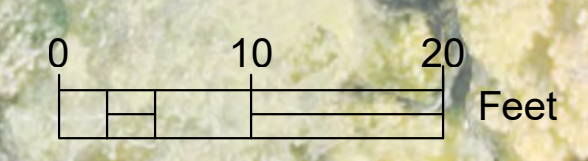
P.L.S. NO. 37662

PROPERTY DESCRIPTION:

Unit 12, The Ridge at Telluride according to the 6th Supplemental and Amended Planned Community Plat, Phases 1 through 7, recorded July, 2 2010 in Plat Book 1, pages 4349-4353, with the Clerk and Recorder of San Miguel County, State of Colorado

NOTES:

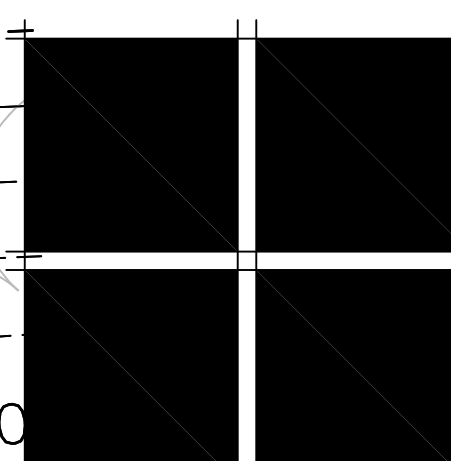
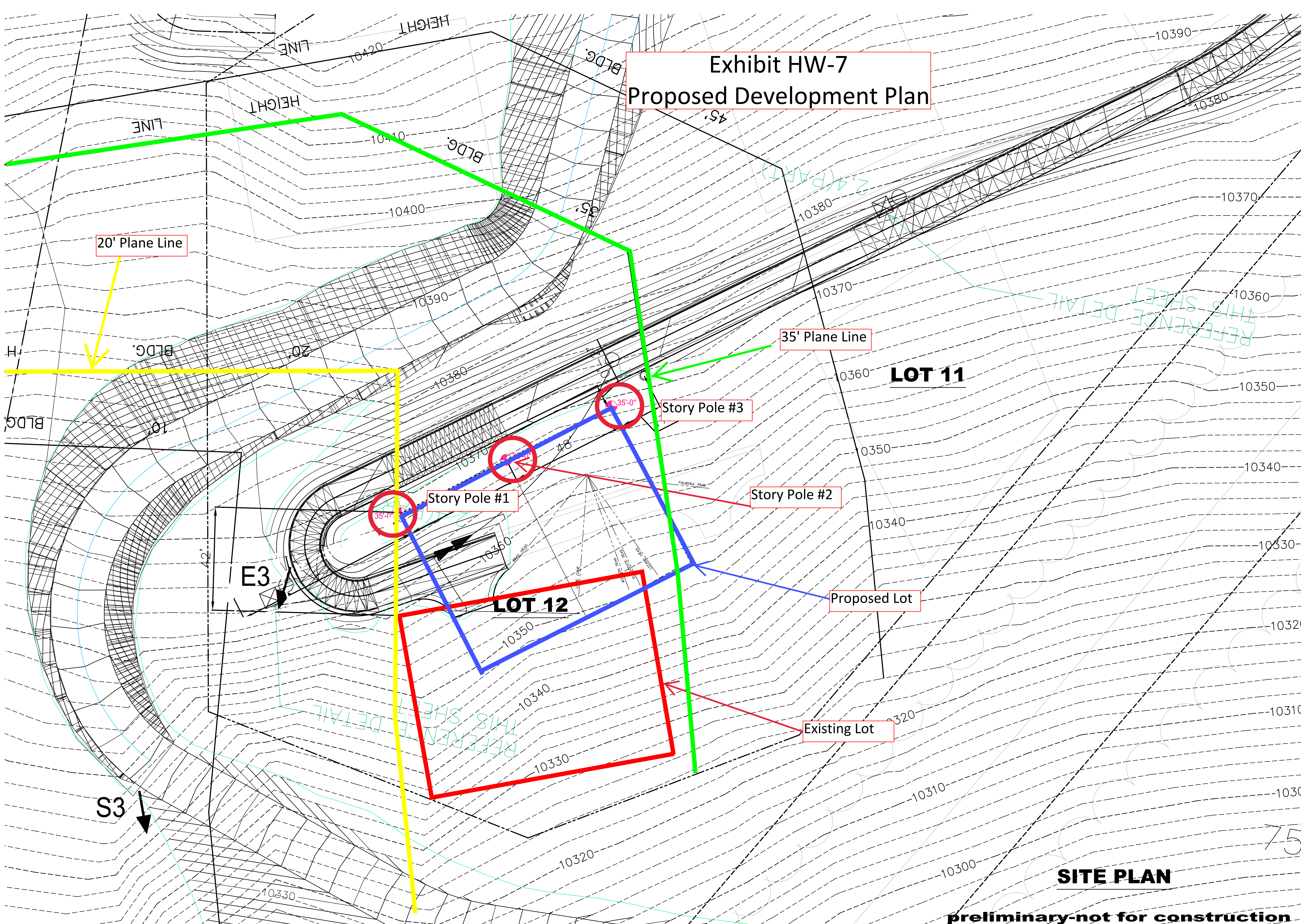
1. Easement have not been researched and may not be shown hereon
2. According to FEMA Flood Insurance Rate Map 08113C0300-C, Panel Number 0300 C dated September 30th, 1988, this parcel is within Zone X; Areas determined to be outside the 500-year flood plain.
3. Site Benchmark is 1 1/2" aluminum cap on #5 rebar, LS 24954 at the most southern corner of Unit 12. Elevation of cap was assumed as 10269.35.
4. Contour interval is 2'



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.

Horton 8 Horseshoe Lane Mountain Village, CO 81435	Unit 12 The Ridge at Telluride Section 2 T42N R10W NMPM
October 28, 2020	BULSON SURVEYING
20069	

Exhibit HW-7 Proposed Development Plan



COPYRIGHT
All designs, ideas, arrangements and plans indicated by these drawings and specifications are the property and copyright of the Architect and shall neither be used on any other work nor be used by any other person for any use whatsoever without written permission. Written dimensions shall take precedence over scaled dimensions and shall be verified at the site. Any dimensional discrepancies shall be brought to the attention of the Architect prior to the commencement of the work.

ISSUE LOG
FILE NAME
JOB NUMBER
XXX
DRAWN BY
SM
SCALE
1/16" = 1'-0"
SHEET
A-1
OF SHEETS

SITE PLAN

preliminary-not for construction

328113

PLAT

TOWN OF MOUNTAIN VILLAGE
 TO
 COONSKIN VIEW PLANE

STATE OF COLORADO
 COUNTY OF SAN MIGUEL
 FILED FOR RECORD AT 1:59 P.M. JULY 26, 1999
 AND DULY RECORDED IN
 BOOK PL-1 PAGE 2601-2602
 BY GAY CAPPS
 REBECCA DOLBERG
 20.00

U.S.F.S. Boundary

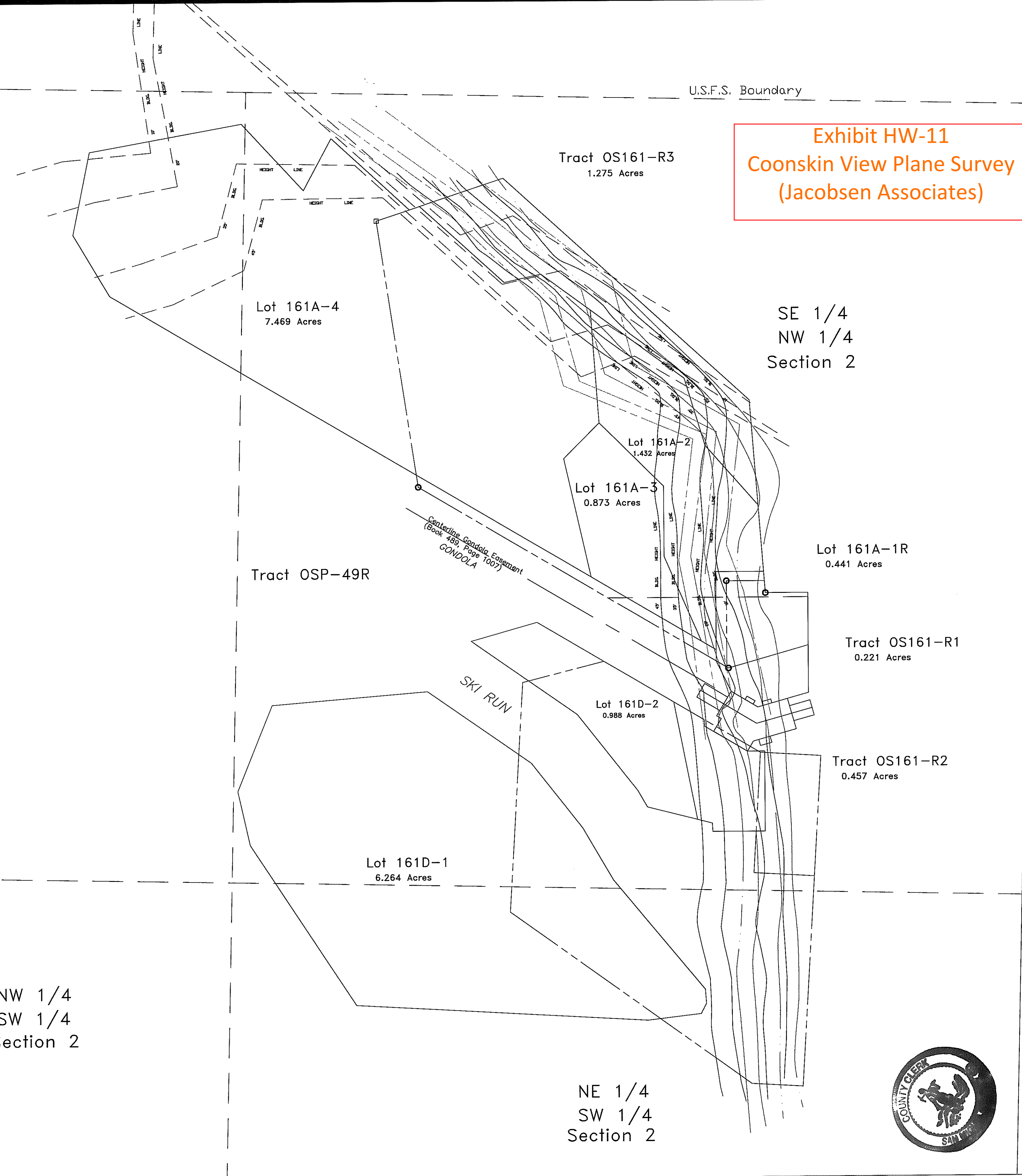
Exhibit HW-11
 Coonskin View Plane Survey
 (Jacobsen Associates)

SE 1/4
 NW 1/4
 Section 2

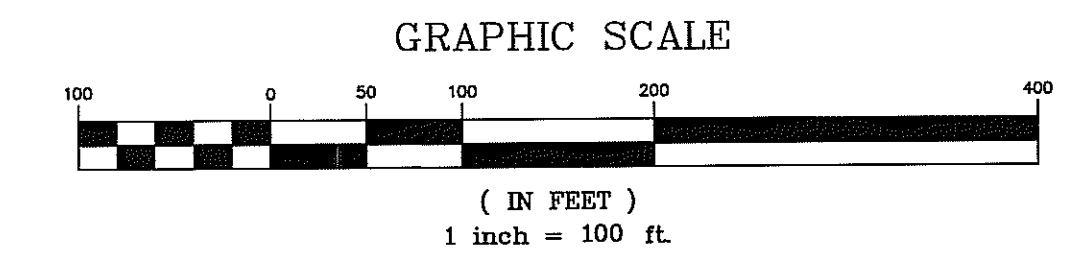
SW 1/4
 NW 1/4
 Section 2

NW 1/4
 SW 1/4
 Section 2

NE 1/4
 SW 1/4
 Section 2

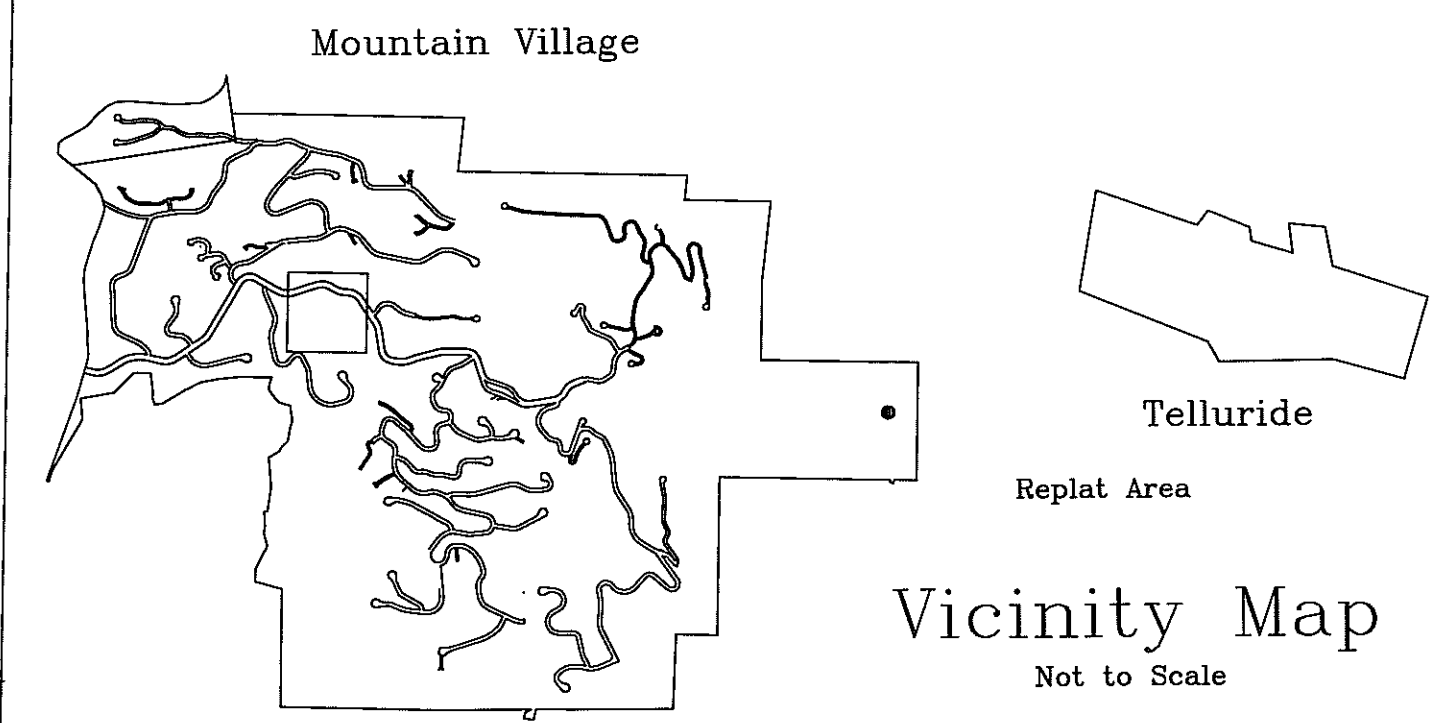


- Goldking View Plane
- Pandora View Plane
- Tamboyr View Plane
- Coronet Creek View Plane



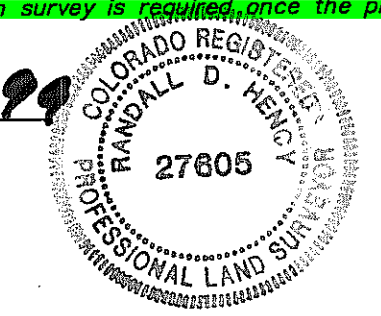
Legend:

- New Lot line
- Vacated Lot lines
- Found No. 5 Rebar with 1 1/2" Aluminum Cap marked 27605
- Found No. 5 Rebar with 1 1/2" Aluminum Cap marked Banner Inc., 20632
- Set No. 5 Rebar with 1 1/2" Aluminum Cap marked Alan Jacobsen, 28652



I do hereby certify that this Coonskin View Plane was verified by me on the 22nd day of July, 1999 in accordance with the requirements of Recital F, Item 4, First Amended Development Covenant for Lots 161A, 161A1, 161B, 161D and Adjacent Active Open Space, Town of Mountain Village, Colorado, more particularly described as shown on the accompanying map, and that to the best of my knowledge and belief, this map of the Coonskin View Plane approximately shows the correct locations of the height restriction lines. It is assumed that the required view plane setbacks and setbacks before any construction can begin, and that verification survey is completed, the proposed building sites have been determined.

R. D. Hency 7-22-99
 Randall D. Hency Date
 Colorado Professional Surveyor
 PLS #27605



Recorders Certificate

This View Plane was filed for record in the office at the County Clerk and Recorder of San Miguel County on the 24th day of July, A.D. 1999.

Book No: PL-1
 Page No: 2601-2602
 Reception No: 328113
 Time: 1:59 PM
 County Clerk: Gay Capps



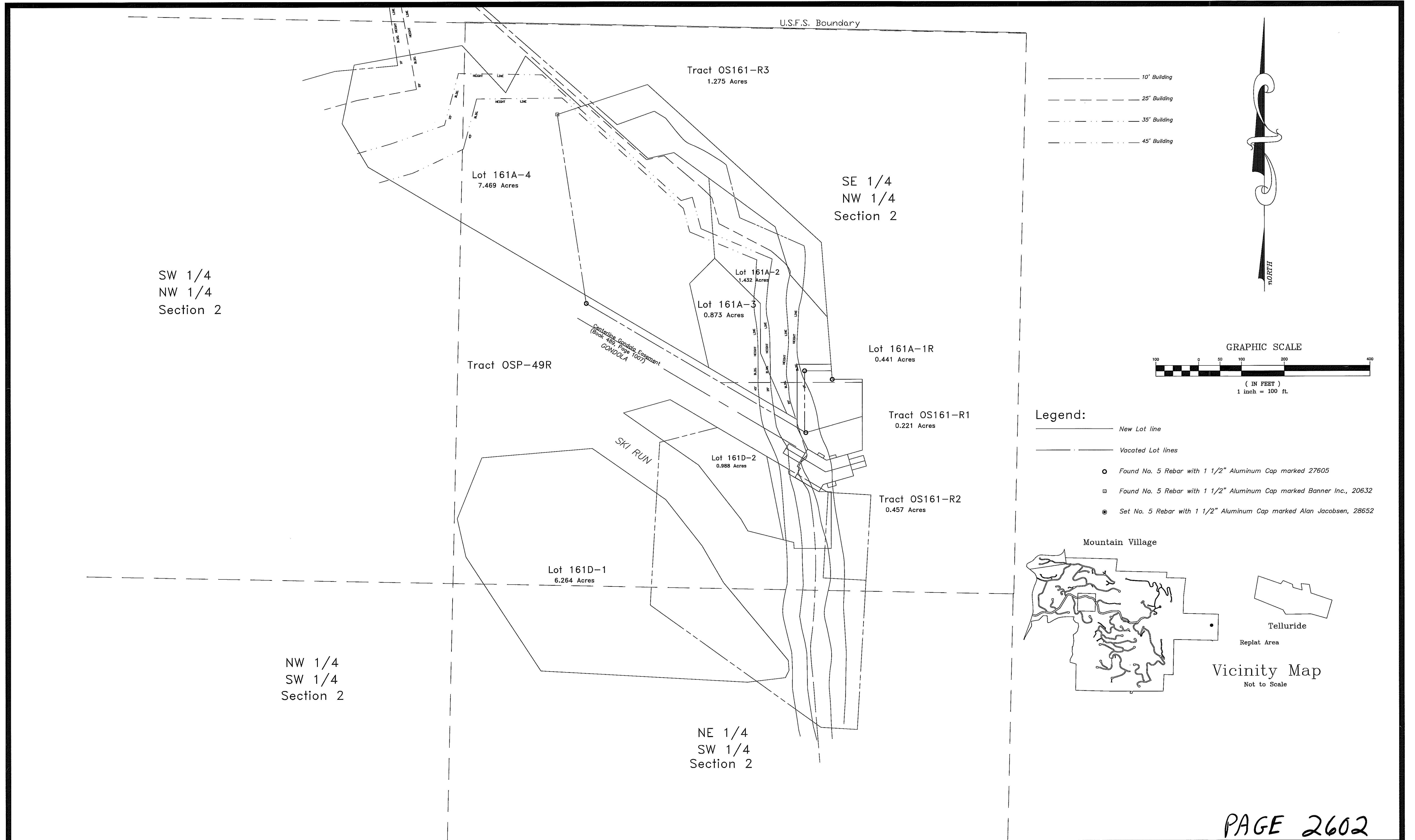
PAGE 2601

COONSKIN VIEW PLANE

Prepared by:
 Kari Distefano
 Verified By:
 PROFESSIONAL CONSULTANTS INC.

For:
 John J. Horn
 For:
 Town of Mountain Village

date	7-21-1999
job number	vplane2.dwg
drawn by	KLD
checked by	RDH
sheet number	1 of 2



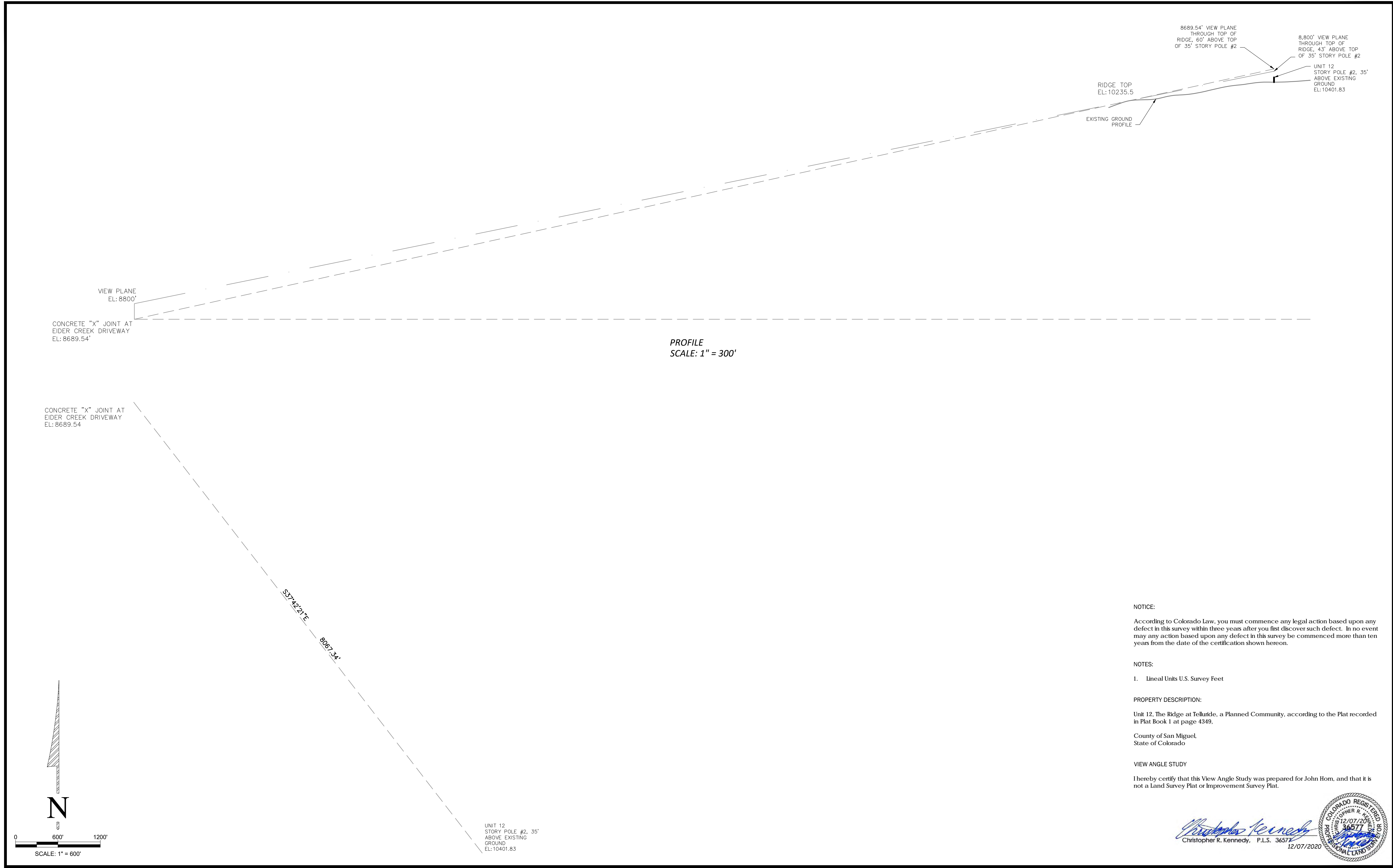
COONSKIN VIEW PLANE

Prepared by:
 Kari Distefano
 Verified By:
 PROFESSIONAL CONSULTANTS INC.

For:
 John J. Horn
 For:
 Town of Mountain Village

date	7-21-1999
job number	vplane3.dwg
drawn by	KLD
checked by	RDH
sheet number	2 of 2

PAGE 2602



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.

NOTES:
 1. Lineal Units U.S. Survey Feet

PROPERTY DESCRIPTION:
 Unit 12, The Ridge at Telluride, a Planned Community, according to the Plat recorded in Plat Book 1 at page 4349,
 County of San Miguel,
 State of Colorado

VIEW ANGLE STUDY
 I hereby certify that this View Angle Study was prepared for John Hom, and that it is not a Land Survey Plat or Improvement Survey Plat.

Christopher R. Kennedy
 Christopher R. Kennedy, P.L.S. 36577
 12/07/2020

VIEW ANGLE STUDY UNIT 12, THE RIDGE AT TELLURIDE

SAN JUAN SURVEYING
 SURVEYING * PLANNING
 102 SOCIETY DRIVE TELLURIDE, CO. 81435
 (970) 728 - 1128 (970) 728 - 9201 fax
 office@sanjuansurveying.net

DATE:	12/07/2020
JOB:	04068
DRAWN BY:	CRK
CHECKED BY:	CKP
REVISION DATES:	
SHEET:	1 OF 1

Exhibit HW-13
Affidavit Of Christopher R. Kennedy

1
2
3
4 To: Town Council and Design Review Board
5 Town of Mountain Village
6 Via email: c/o Michelle Haynes (MHaynes@mtnvillage.org)
7 From: Christopher R. Kennedy
8 Date: December 8, 2020
9 Re: Unit 12, The Ridge – Worksession
10 -Affidavit
11

12
13 Please be advised of the following:
14

- 15 1. I am a licensed surveyor in the State of Colorado and the principal of San Juan Surveying.
16
17 2. This affidavit addresses issues related to proposed development activities on Unit 12, The Ridge and is
18 based on the survey work shown in Exhibit HW-12 Kennedy View Study.
19
20 3. I offer you the following opinions:
21

22 3.1 With regard to the view plane survey ("Jacobsen View Plane Survey") prepared by
23 the surveying company of Jacobsen Associates, recorded at Plat Book 1 at page 2601
24 (Reception #328113) (Exhibit HW-11), as it relates to Unit 12, The Ridge please note the
25 following:
26

27 3.1.1 Using actual ground shots, San Juan Surveying field verified the following
28 locations shown in Exhibit HW-12:
29

30 3.1.1.1 The concrete "x" joint in the driveway at the Eider Creek
31 Condominiums (aka Telwest/Goldking Condominiums) which is at
32 elevation 8,689.54 feet, North American Vertical Datum.
33

34 3.1.1.2 The story pole referred to as Story Pole #2 in Exhibit HW-6.
35

36 3.1.1.3 The point on the line from the concrete "x" joint to Story Pole #2
37 crosses where it crosses the Coonskin Ridge at an elevation of
38 10,235.50.
39

40 3.2 The view line created using the three points identified in paragraphs 3.2.1.1, 3.2.1.2
41 and 3.2.1.3 arrives at a point that is 95 feet in elevation directly above the ground
42 surface at the base of Story Pole #2. **The result is that the top of the 35 foot Story Pole**
43 **#2 cannot be seen from the concrete "x" joint in the driveway at the Eider Creek**
44 **Condominiums, located at 8,689.54 feet, because it is 60 feet below the 10,496.83 foot**
45 **elevation point that can be seen from the concrete "x" joint. Anything below the**
46 **10,496.83 foot elevation point cannot be seen from the concrete "x" joint because it is**
47 **obstructed by the ground of the Coonskin Ridge.** These determinations are based on
48 the following:

Exhibit HW-13
Affidavit Of Christopher R. Kennedy

49

<u>Location</u>	<u>Elevation</u>	<u>Ft. Above Bottom of Story Pole 2</u>	<u>Ft. Above Top of Story Pole 2</u>
Bottom Story Pole 2	10401.8	0	-35
Top Story Pole 2	10436.8	35	0
Elevation From "x" to Top Story Pole 2	10496.8	95	60
Elevation From 8,800 to Top Story Pole 2	10479.8	78	43

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3.3 The view line created using a point located at 8,800 feet above sea level and directly above the concrete "x" joint in the driveway at the Eider Creek Condominiums and the two points identified in paragraphs 3.2.1.2 and 3.2.1.3 arrives at a point that is 78 feet in elevation above the ground surface at the base of Story Pole #2. **The result is that the top of the 35 foot Story Pole #2 cannot be seen from the point that is 8,800 feet above sea level located directly above the concrete "x" joint in the driveway at the Eider Creek Condominiums because it is 43 feet below the 10,479.83 foot elevation point that can be seen from the 8,800 foot point. Anything below the 10,479.83 foot elevation cannot be seen from the 8,800 foot point because it is obstructed by the ground of the Coonskin Ridge.**

I, Christopher R. Kennedy, state that the above statements in this document are true and correct to the best of my knowledge and are based upon information and knowledge that are known personally to me.

Respectfully,

Christopher R. Kennedy



Section 17.5.16 Ridgeline Lots

A. There are two (2) ridgeline areas of the town:

1. The Ridge Area. The ridge area consists of the following legally described lots as may be amended from time-to-time by replat: 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1, 161D-2.

2. Ridgeline Lots. The ridgeline lots consists of the following legally described lots as may be amended from time-to-time by replat: 89-3A, 89-3B, 89-3C, 105R1, 82R1, 114, 115, 116, 126R, , 143A, 144BR, 144A, 145A, 146B, 146A, 147A, 147B, 147C, 650, 648BR, 649R, 643B, 643A, 621, 620, 617, 616C, 616B, 616A, 615-1CR, BC513E, BC 513D, BC513AR, BC107, BC 106, BC105, BC104, BC103, BC102 and BC101.

B. The following requirements apply to the ridge area as defined in section A.1 above:

1. All improvements are subject to a ridgeline covenant with San Miguel County as recorded at reception number 329093. The Town does not enforce the ridgeline covenant, with enforcement solely administered by San Miguel County.

2. The building height on Lot 161A-1R shall not exceed 35 feet (35') along the ridgeline of such building.

3. Building height on other ridge area lots shall not exceed the lesser of:

a. The height of forty-five feet (45'); or

b. The maximum height allowed to the view plane limitation set forth in section 4 below.

4. Except for the existing building on Lot 161A-1R and gondola facilities, the development of ridgeline area lots shall be designed to ensure that no lighting or any part of any building or structure extends into the view plane as shown on the Coonskin View Plane drawing recorded at reception number 328113.

5. New development in the ridgeline area, excluding the existing building on Lot 161A-1R and gondola facilities, shall require (a) the erection of a story pole to reflect the maximum height of the proposed development where such development will extend closest to the view plane as described in section 4 above; and (b) the installation of a light to illuminate the story pole where off-site light would be visible from the highest window. The applicant for development shall provide written notice of the story pole erection to San Miguel County and the Town of Telluride.

6. To the extent practical, no exterior lights shall be installed on the east side of buildings. Any required exterior lighting shall be shielded, recessed, or reflected so that no lighting is oriented towards the east side of the building.

7. No solid fuel burning device shall be allowed in the building on Lot 161A-1R.

8. For all new development, or substantial modifications to existing development, a courtesy referral shall be provided to San Miguel County and the Town of Telluride consistent with the Referral and Review Process outlined in the Development Review Procedures. The Town is not bound by any referral comments from either jurisdiction.

C. The following provisions apply to ridgeline lots as defined in section A.1 above:

1. All structures shall have varied facades to reduce the apparent mass.

2. To the extent practical, foundations shall be stepped down the hillsides to minimize cut, fill and vegetation removal.

3. Building and roofing materials and colors shall blend with the hillside.

4. Colors and textures shall be used that are found naturally in the hillside.

5. Reflective materials, such as mirrored glass or polished metals, shall not be used.

6. To the extent practical, no exterior lights shall be installed on the east side of buildings.

Any required exterior lighting shall be shielded, recessed, or reflected so that no lighting is oriented towards the east side of the building.

17.4.16 Variance Process

A. Purpose and Intent

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. Economic hardship alone is not sufficient justification for the granting of a variance. A variance is not required where a particular standard or provision of these regulations specifically allows for the review authority to grant administrative relief. It is the Town's intent that a variance be granted only under extraordinary circumstances.

B. Applicability

The variance process is applicable to any owner or developer who seeks a variance to the requirements of the CDC because the strict application of the CDC requirements would cause a hardship due to extraordinary or special circumstance on a lot.

1. A variance is not applicable to the Building Codes requirements. Please refer to the Building Codes appeals process.

C. Review Process

Variance development applications shall be processed as class 4 applications.

D. Criteria for Decision

1. The following criteria shall be met for the review authority to approve a variance:
 - a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;
 - b. The variance can be granted without substantial detriment to the public health, safety and welfare;
 - c. The variance can be granted without substantial impairment of the intent of the CDC;
 - d. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;
 - e. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;
 - f. The lot for which the variance is being granted was not created in violation of

Town regulations or Colorado State Statutes in effect at the time the lot was created;

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

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

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

17.1.3 PURPOSES OF THE COMMUNITY DEVELOPMENT CODE

The purposes of the CDC are to:

- A.** Promote and protect the health, safety and welfare of citizens and visitors;
- B.** Implement the Comprehensive Plan;
- C.** Preserve open space and protect the environment as envisioned in the Comprehensive Plan;
- D.** Emphasize the natural beauty of the town's surroundings;
- E.** Foster a sense of community as envisioned in the Comprehensive Plan;
- F.** Promote the economic vitality of the town as envisioned in the Comprehensive Plan;
- G.** Promote the resort nature and tourism trade of the town as envisioned in the Comprehensive Plan;
- H.** Ensure that uses and structures enhance their sites and area compatible with the natural beauty of the town's setting and its critical natural resources as envisioned in the Comprehensive Plan;
- I.** Protect property values within the town;
- J.** Promote good civic design and development as envisioned in the Comprehensive Plan;
- K.** Create and preserve an attractive and functional community as envisioned in the Comprehensive Plan; and
- L.** Establish and enforce comprehensive, efficient, clear and consistent standards, regulations and procedures for the planning, evaluation, approval and implementation of land uses and development within the town.

January 14, 2021

John Miller, Senior Planner
Town of Mountain Village
By email: JohnMiller@mntnvillage.org

Dear John,

San Miguel County staff has reviewed the request for a height variance for Unit 12 located at Lot 161AR4, which is subjection to the County Settlement Agreement and Ridgeline Covenant. Additionally, we attended a site walk at the road in front of Eider Creek Condominiums on Wednesday, January 6 where we verified that the illuminated story poles depicting the height of the proposed structure were not visible from any area specified within the Settlement Agreement. Therefore, San Miguel County has no objections to the proposed height variance. If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Kaye Simonson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Kaye Simonson, AICP
Planning Director

cc: Amy Markwell, County Attorney
John Horn



Building and Planning Department
Ron Quarles, Director

MEMORANDUM

TO: John A Miller III, Senior Planner, Town of Mountain Village

FROM: Phil Taylor, Senior Planner, Town of Telluride

DATE: January 6th, 2021

Address: 8 Horseshoe Lane

SUBJECT: Work Session for potential Variance to CDC Section 17.5.16(B)(4) to allow for a 35-foot tall detached condominium building, where 20 feet is the maximum allowed.

The Planning and Building Department has the following comments on this case:

1. After review, it appears that a new structure with a maximum height of 35 feet will not be visible from the Valley Floor or from the Town of Telluride.
2. Any new development within The Ridge at Telluride Subdivision shall not be visible from the Valley Floor or from the Town of Telluride. This should be reviewed and confirmed during a formal design review process.
3. The Town of Telluride does not object to a Variance to increase the maximum height allowed for new construction on Unit 12, The Ridge as long as the intent of CDC Section 17.5.16(B)(4) is met.
4. The Town of Telluride would like the opportunity to provide referral comments on this project in the future.
5. The Town of Telluride Building and Planning Department does not have any additional comments at this time.

Thank you,

Philip Taylor, AICP

Due to length of packet materials some documents have been removed from this PDF. They are legal in nature and can be found at the following link:

<https://mtnvillage.exavault.com/share/view/2bmca-fyc5y1xj>



Mountain Village Green Team

4Th Quarter Report

The Goal for the Team is to work the following items to completion.

1. BUDGETS!

Budgets have been approved and accepted

Our focus will be on:

- Organics collection - continuing and expanding the composting program to include Farm to Community members and restaurants
- All but a couple of the single-family composters have been delivered and phase 2 to start in 21.
- Design out waste through creating a reusable program instead of single use for take-out meals. This includes the ordinance to eliminate single-use plastics.
- Working on code amendment for recycle, compost and landfill

2. New Members

The team welcomed newly appointed members in September. Marla Meredith will represent TMVOA and Erin Kress will represent TSG. Jonette Bronson has been appointed to the Green Team to replace Mike Follen .

Welcome, Marla, Erin, and Jonette and Thx for helping out !

3. Community and Government Greenhouse Gas Report and Climate Action Plan

The team was asked to review and make recommendations on where the focus should be to maximize programs, policies, and practices that will maximize GHG reduction.

The final version of the CAP was presented to the Town Council in October.

Lotus was chosen to do the regional, municipal and community GHG data collection for another year. There was a long debate and discussion whether to use EAP or Lotus and the GT voted to use Lotus by a 4-3 vote and council approved with a 6-1 vote to continue with Lotus.

Primary contact remains with staff, but Lotus has been responsive to questions from the rest of the Team, MTI, and other organizations.

4. Mountain Village Clean-Up Day

After the departure of Mike Follen from the GT and the Mountain Village, a new chair and vice chair to the clean-up day were chosen and they are Jonathan Greenspan and Marla Merideth respectively.

We are considering changing direction to coordinate efforts with TSG and the Town's two dates into one event.

There was some discussion with The Town of Telluride Ecology Commission to potentially do a joint regional event for clean-up day. More talks will take place.

5. Composting Program

Biocompet has delivered all but 2 units and the second generation of units are much better and durable. The company has taken over all their own assembly which has improved the units. Unfortunately, COVID has severely impacted their business but they are moving forward and confidently currently.

We are also looking to set up an email chain/phone tree for questions or issues that users may have.

448.73 pounds of food scrapes and other have been diverted from the waste stream as of January 9, 2021 with 269.4 pounds of final product compost generated.

6. Voluntary Single-Use Plastics Resolution Implementation and Education

Because of COVID-19, the team has had to switch direction somewhat. We are now focusing on working to develop a plan where businesses use reusable containers instead of single-use for take-out. Inga Johansson has been instrumental in researching various companies who can meet our Zero Waste goal for plastics. Jonathan Greenspan has found some companies that make Reusable , returnable containers that are part of a barcode system that can be implemented and adopted in the local businesses in the Mountain Village. Plan is being vetted now.

- Jonathan Greenspan did an informal survey of current use of single use plastics and how restaurants and bars adapted to the pandemic and the volunteer plastics ban. It was discovered that most businesses. Are mostly complying but have more work to go.

Based on the resolution of a volunteer single use plastics ban, the resolution was scheduled for conversion to an ordinance in January 2021. It is on the state legislators list of bills to be heard this year's legislation.

We are still moving toward a single-use container ordinance that mirrors the voluntary plastic resolution that the Council passed.

7. Meetings with Telluride's Ecology Commission

Collaboration with the Ecology Commission is going well. We assisted with comments and adopted the "Live Like a Local" program. Staff assisted with printing some of the collateral.

Banners and posters are being distributed and should be up very soon so plz keep your eyes open for this and plz get familiarized with the campaign. Contact Jonathan Greenspan for education and details.

Thank you MTI for the "Live Like A Local" concepts and assisting with the program!

8. Green Tips

There has been discussion about whether or not to continue the program and the decision was that we will take a break from it and revisit in a year.

9. Farm to Community Program

The program filled quickly with community members and there was a long waiting list which Zoe handled with aplomb. Members were very grateful for the additional weeks of delivery as well as how large the shares were.* Staff feels that the program may have gone too long as many shares were not picked up toward the end of the program. Staff is recommending shortening it next year.

We are currently considering working with the composting team to create a program where a community composter would be located at VCA for F2C members as well as for local restaurants. The product would be used by the farmers. This would help close the loop for this program.

A community composter has been recommended for the budget to close the Farm to Community loop and to allow restaurants to compost too.

10. Green Team Dues and Fees

CC4CA membership dues have been budgeted for 2021.

11. REMP Funds Allocation

We will continue to recommend to Council any changes or updates that need to happen.

We have been approached by SMPA to require the installation of EV chargers for all new construction in Mountain Village. We are working with the planning staff to put together a final proposal.

Rough prices for EV charger installation is \$500 for the unit and \$1,100 for installation.

Remp program is going to be taken over by the building department and they will update us as progress happens.

12. Solar Rebate Initiative

Solar initiative got passed and we will be working with Solar United neighbors.

More details to follow

We are excited to reinvigorate the program to allow residents to take advantage of the Federal Tax Credit which sunsets in 2021.

Updates

13. Meadows Beaver Solutions

There is concern about the proposed beaver solutions by Town Staff in their quarterly report to Town Council. There has been discussion with TSG, members of the Green Team, and Town to come up with an alternate solution to removing the dam. Some of the concerns from residents are the mudflats that will be left after the destruction of the dam and how that can be mitigated. There is also concern that if the dam were eradicated, even more trees would be taken down in the neighborhood. There is also concern regarding the habitat that is currently supported including birds like Canada Geese, Eagles, Red Wing Blackbirds, Mallard Ducks, etc.

Jeff Proteau has met with Town Staff to develop a program to create a Beaver Deceiver.

A communication strategy for Meadows Residents needs to be developed.

The beavers did return in November and took down more trees in the Spring Creek development area and the town provided fencing to be used as a deterrent from more impacts. The beaver deceivers need to be installed in the spring.

14. Discussion of updating the municipal code relating to composting and recycling guidelines and ordinances.

Jonathan Greenspan, after some research discovered that some of the codes and ordinances that are related to composting and recycling are outdated or do not match what's actually going on in reality. Some of this is due to enforcement and others need to be updated to reflect what is actually occurring and to allow for some of the directives that GT wants to accomplish. This includes new programs that GT want to implement.

15. Leadership change

Chairperson Jett and Vice chair Greenspan stepped down to accommodate town council's decision that committees for the TMV need to be run by the council appointees to follow Councils goals and objectives.

Council persons Berry and Prohaska will share the duties.

16. Plastics consulting

Upstream a consulting company was chosen to potentially help with a roll out of reusables. This could happen this spring or summer.

Items for Consideration

- Prepare and discuss ideas for the Environment and Sustainability of the Mountain Village Master Plan.
- Review and discuss Mountain Village's efforts to carbon neutrality.
- Zero Waste Initiatives updates regarding regional approaches to reduce, repurpose, reuse, and recycle specific waste streams to increase landfill diversion.
- Regional and local composting efforts and measurables on the carbon footprint.
- Quantitative data on recycling and waste for service contracts.
- Eliminate the use of most newsprint and be paperless.
- Help staff find alternative mechanized equipment that is less polluting and more efficient Such as vehicles, landscape equipment, and other related items.
- Review franchise fees with SMPA and Black Hills to offset green energy projects.
- Create a credit for large hotels that create energy systems that reduce their carbon footprint
- Update building codes to 2018. Draft created by staff prior to departure
- Present Work Plan in December to the council. We would adopt in November.
- Where are we with Forest Health? There are questions regarding pine beetle infestation and where that currently is. Some residents have noticed tent caterpillars in aspen trees this spring. How are blowdowns from the wind events being handled? NOTE: Council discussed this during the October 2020 budget meeting. Michelle Haynes is working on plans to better utilize funds and/or increase funds for Defensible Space rebate program.

- Weed management - how is the program administered and communicated to the community?
There were concerns expressed by members of the community that they didn't know about weed spaying until the day it was happening.
- Continue to work with the Town of Telluride to create regional solutions for sustainability, Landfill diversion, Carbon neutrality, policy, and all related environmental concerns.
- And others as they arise.

To: Town Council

From: Zoe Dohnal, Business Development and Sustainability Director

For: Meeting, January 21, 2021

Date: January 12, 2021

Re: Communications and Business Development Biannual Report

SUMMARY:

The department narrative for Business Development and Communications is broken out into three sections: communications and marketing, business development and community engagement, and substantiality. This report summarizes how key performance measures were accomplished as of December 31, 2020, in comparison to the previous year over year (YOY) and provides a summary of department highlights for the year.

SECTION I: COMMUNICATIONS & MARKETING OVERVIEW

1. Email marketing and media messaging.
 - a. **8% decrease** YOY of the volume of email correspondence sent, with an average open rate of **34%** and a click-through rate of **6%**. ¹ *TMV Campaign Monitor account insights*.
The decrease in email correspondence sent was the only aspect of this goal that was not accomplished. This number decreased in 2020 because the COVID-19 pandemic cancelled many events (such as Sunset Concert Series, Firstgrass, National Night Out) and paused the promotion of several of our incentives that are promoted through our email system each year.
 - b. Grew business, community and visitor email lists by **16%** YOY ¹ *TMV Campaign Monitor account insights*.
 - c. Grew all Town social media platform followers (Facebook, Twitter, LinkedIn and Instagram) by **33%** YOY. ¹ *TMV Sprout Social account cross-channel report*
2. Public, staff and council inquiries.
 - a. **215** website question submissions were received in 2020 and promptly answered within 24 hours. ¹ *Formstack submission history*. Inquiries are were also received through individual phone lines and the general town line, direct and general marketing emails, social platform messages and thread comments on the Town's [Instagram](#), [Twitter](#) and [Facebook](#) accounts, as well as the [MVPD Twitter](#) and [MVPD Facebook](#) accounts. Town moderated groups such as [Village Court Apartments](#), [Mountain Village Voices](#) and the [Mountain Village Merchant groups](#) and external social media accounts and groups are also monitored, including [Telluride Sweet Deals](#) and [Telluride Sweet Rants](#), and responses are provided when appropriate and necessary.
3. Emergency management.
 - a. Approximately **165** public service announcements (PSA) were posted/shared across TMV platforms, a **89%** increase over last year ¹ *TMV Sprout Social account cross-channel report*
 - b. Grew ReadyOp subscribers to a total of **1981** at the end of 2020 ¹ *Westreg Readyopt Roster Summary*. Within the year, **56** ReadyOp alert SMS and emails were sent ¹ *Westreg ReadyOp History Report*
4. Campaign development.
 - a. Responded to and completed approximately **200** [internal departmental communication requests](#) in 2020 ¹ *Airtable MARCOM Project Tracker*
5. Public relations outreach.
 - a. A total of **26** press releases were sent in 2020, a **56% decrease** over 2019¹. (This was due to less events and incentives to promote). However, this year alone we still saw **267** [media articles](#)

[mentioning the Town of Mountain Village](#), a **65% increase** YOY. ¹*Airtable MARCOM Media Tracker*

6. Website management.
 - a. Drove website traffic and maintained website optimization with a growth visitation (website users) by a **28%** increase YOY. ¹*Google Analytics townofmountainvillage.com Audience Overview*

HIGHLIGHTS OF 2020

The COVID-19 pandemic highlighted the importance of the communications department more than ever and positioned it as a source for reliable and important community information. The growth in website traffic, social media follows and email subscribers is a testament to the community's trust in our department. We increased regional cooperation with other governments in the county to present a united COVID-19 message to the community while understanding that our Mountain Village audience has different expectations than other audiences. The Communications Department proved to be nimble and quick to respond to the needs of Town departments to share information with the public in a timely manner.

SECTION II: BUSINESS DEVELOPMENT & COMMUNITY ENGAGEMENT OVERVIEW

1. Business Development Advisory Committee (BDAC)
 - a. Met **21** times throughout the year, not including any subcommittee meetings.
 - b. Received **\$841,770** in grant funding from the state.
 - c. The Town awarded **13** businesses **\$42,000** in marketing grants, **7** business **\$20,000** in heating assistance funds, and **9** businesses **\$177,500** in COVID business relief funds.
 - d. BDAC initiated plaza infrastructure enhancements including additional lighting, Polywood furniture and umbrellas, **25** refurbished gondola dining cabins with lighting and heating ([The Cabins at Mountain Village](#)), **9** pavilion structures, **5** electric heaters, **10** propane heaters, **4** additional firepits, and various décor elements.
 - e. Since it's launch in July, the Mountain Village [Dine Outside page](#) has received **13,000** page views, peaking at **245** views on December 28. ¹*Google Analytics townofmountainvillage.com Page Overview*.
 - f. The Cabins at Mountain Village alone received 22 media article mentions, as well as a segment on Colorado's Fox News.
 - g. Approximately, **2,500** masks have been distributed to businesses since the Spring.
2. Business relationships.
 - a. A dynamic database of **178** Mountain Village center business^{1,2} is used to track annual one-on-one check-ins, as well as keeping up-to-date contact information for each business entity. The data is constantly updated through business interactions, a [business directory submission form](#), and semi-annual cross-checks with the TMV MUNIRevs business license system. ¹*Airtable Mountain Village Business Directory Database*, ²*Mountain Village MUNIRevs*
 - b. Attended TMVOA merchant meetings and board meetings, the county's Economic Recovery Committee, the Telluride/Mountain Village Restaurant Committee and Lodging Committee, and the Western Slope Colorado Business Recovery group.
 - c. Responded to business owner inquires and remained diligent in providing reassurance to concerns, working with BDAC to generate solutions.
 - d. Enhanced the Town's Business Resource webpage and created a dedicated Business Resources and Updates newsletter sent out bi-monthly/as needed.
3. [Online business directory](#)
 - a. **167** Town of Mountain Village businesses are represented on the online business directory¹. These are businesses who are located on the [wayfinding business directories](#) as well as any business that hold a Town of Mountain Village business license and submitted the [business directory submission form](#) ¹*TMV ProcessesWire website backend business list*
4. Plaza Use
 - a. Maintained executed three-year plaza license agreements (PLA) with a 100% completion of new/renewal requests with a total of **35** active agreements in 2020. ¹*Airtable Plaza Use Application Tracking*, ²*PaperVision Contract Management*. **6** temporary PLA addendums have also been executed to account for the additional outdoor dining infrastructure.

- b. In 2020, the Plaza Vending Committee received no additional vending cart applications. The Town is working with current vending carts to ensure their dedication and enhance their presence.
 - c. In 2020, TMV permitted **32** special events, this is a **55% decrease** over last year.¹*Airtable Special Event Application Tracking.*
 - d. Applications are currently being accepted for the 2021 Market on the Plaza. Layout and vendor quantity will be determined in the Spring.
5. Wayfinding
- a. The wayfinding directories are updated bi-annually for the summer and winter seasons. Wayfinding design is also incorporated in all internal and external communication and marketing collateral when appropriate.
6. Region 10 and Colorado's West Central Small Business Development Center (SBDC)
- a. Attended monthly Region 10 board meetings and utilize SBDC resources when assisting local businesses.

HIGHLIGHTS OF 2020

Through BDAC, the Town, in partnership with TMVOA, was able to react quickly to the fluid economic environment and create relief programs and assistance to our businesses. With the support of council, staff and our community we were able to take impactful action. The plaza enhancements and well thought out outdoor dining infrastructures generated vitality within health guidelines. Moreover, through successful grant opportunities, much of these efforts were reimbursed as well as providing additional funding assistance for our business community. **HUGE shout out** to the plaza services and public works staff who worked around the clock to create the spectacular, and safe, plaza ambiance we can enjoy today.

SECTION III: SUSTAINABILITY OVERVIEW

1. Carbon Neutral Coalition and Sneffels Energy Board
 - a. Staff participates in Carbon Neutral Coalition, Sneffels Energy Board, and the Telluride Ecology Commission when requested or appropriate. Staff has contributed to the Sneffels Energy Board's regional climate action plan that is currently being developed.
2. Green Team
 - a. Staff attended Green Team meetings, as well as the subcommittee meetings for the Community Clean-Up Day, Compost, Plant over Plastics. and Solar initiatives.
 - b. Staff worked with committee members to ensure all efforts were in line with the yearly work plan focusing on attainable goals that ultimately reduce TMV's greenhouse gas emissions.
3. Town's sustainability efforts
 - a. Farm to Community initiative received **\$8,000** in additional grant funding helping serve **85 families (183 people)** a weekly CSA share for 23 consecutive weeks. **18,368.5 pounds** of food was distributed, **15,784.5 pounds** of which was locally sourced.
 - b. Compost initiative awarded **11 participants** an individual compost unit. In 2020, **421.92 pounds** of food waste was diverted from the landfill, generating **255 pounds** of compost.
 - c. Cedar Shake initiative awarded approximately **\$66,000** in fee waivers.
 - d. Defensible Space initiative awarded **\$10,625** in reimbursements. With the new forester position, we anticipate this initiative to grow in 2021.
 - e. Deed-Restricted Workforce Housing incentive awarded approximately **\$20,000** in fee waivers
 - f. Solar Incentive will relaunch in 2021 with the help of the third-party consultant Solar United Neighbors.
 - g. Smart Building Incentive Program awarded **\$1240** in rebates.
 - h. Smart Irrigation Controls initiative awarded approximately **\$3,725** in rebates to **6** participants.
 - i. Planet over Plastics initiative paused in 2020 and will relaunch this year with the help of the third-party consultant Upstreams Solutions.
 - j. Community Clean Up Day was a smaller event this year. Participants were encouraged to pick up trash but there was no celebration or raffle.
4. Town's greenhouse gas (GHG) reporting and reduction targets.
 - a. Staff worked with Lotus Sustainability and Engineering to define new GHG reduction targets. It was determined that Mountain Village will reduce its emissions by over 85 percent by the year

2050, based on a 2010 emissions baseline. Lotus reported that Mountain Village reduced its emissions by **7%** between 2010 and 2019. Staff and Green Team will utilize the high-level reduction strategies provided by Lotus when developing annual work plans to continue GHG reduction.

- b. Staff provided Lotus with required data for the 2019 report and were trained on the excel reporting tool to provide data monthly. Already these efforts have educated staff on better ways to collect and organize data. Lotus provided a compressive excel spreadsheet to input data and receive real-time GHG emission analytics, as well as forecasting potential for future emissions.
- c. The 2019 Town's corporate GHG report broke out GHG emissions by department. This will help guide departments in their inefficiencies and provide recommendations on environmental goals.

HIGHLIGHTS OF 2020

The Farm to Community program was a necessary program for our qualifying residents this year due to the pandemic and shelter in place orders in the spring. So many not only appreciated the subsidized food but the reduced risk of not having to go to the grocery store as often.

Working with Lotus Engineering to develop a Climate Action plan and a more transparent reporting system gave staff a clearer direction on GHG reduction efforts.



**TOWN OF MOUNTAIN VILLAGE
TOWN MANAGER
CURRENT ISSUES AND STATUS REPORT
JANUARY 2021**

1. Great Services Award Program

- **Great Services Award Nominations – MONTHS OF NOVEMBER AND DECEMBER**
 - **George Davis.** He retires soon and has spent his final months on the job working tirelessly with Brad and JD and everyone else to get the gondola dining cabins installed in the plazas. I'm going to miss his sweet demeanor and can-do attitude around Town – **WINNER FOR NOVEMBER**
 - **Hector Delgado** Hector has helped the community greatly with their various internet connection issues. Hector has gone above and beyond his job responsibilities regarding these issues. Hector is a consummate professional. Moreover, Hector has crossed over to IT adding significant value in helping fellow employees – **WINNER FOR DECEMBER**

2. Broadband

- Due to the elevation of San Miguel County to the level red public health orders, the Town had to temporarily put on hold all fiber installations in Mountain Village
- Once the public health order returned to orange, we plan to start installing residences and Village Center commercial units by mid-February after sending notices to available properties
- Crews will again begin fiber pathway construction by March 15th to complete the fiber to all homes and businesses. The new completion date given the COVID related delays is September 2021 to have all customers connected to the new Fiber network
- Completed complicated fiber systems upgrade
- Continue to work with Resort Internet on new TV channel offering
- Have started an off-season upgrade project list
- Continue to pursue and learn about CBRS/5G

3. IT Updates

- Cybersecurity
 - Monthly security metrics reported zero remediation actions needed to be taken
 - Threat hunters reported no nefarious activity
 - Added more service level protection based on current threatscape
 - Continue to patch in a timely fashion
 - Applied recommended IP blocks from security sources
- System Administration
 - Removed old phone technology translating to cost savings for TMV
 - Added alternative communication equipment at the headend providing redundancy
 - Kicked off Council Chambers video equipment upgrade
 - Upgraded office phones providing mobile headsets for those who needed them
 - Started planning phone upgrade
 - Started planning security camera upgrade
 - Upgraded backup systems
- Network Administration

- Completed Mountain Village Public Wifi overhaul resulting in a better internet experience
- Started planning and upgrading internal network making it much faster
- Added additional security rules and protections
- Upgraded Shop Wifi network adding more networks
- Desktop Support
 - Continue to upgrade different workstations, laptops, and tablets
 - Solved many desktop support requests
 - Began working with the Clerk regarding reintroduction of Town Council meetings
 - Introduced new HR Kiosk machines eliminating security issues
- Marketing
 - Streamlined DNS records saving TMV unnecessary expense
 - Added YouTube channel integration with Zoom
 - Improved gondola webcams

4. COVID-19

- 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
- Continue attending weekly San Miguel County meetings for COVID-19 discussions and updates
- Attending new monthly IG meetings to coordinate COVID-19 responses and communicate with our regional partners
- Working with staff on reimbursement/refund of money spent year to date on COVID initiatives including PPE, infrastructure, restaurant grants etc.

5. Miscellaneous

- Working with HR, Legal and SMRHA on the purchase and resale of the Castellina and two Cassidy Ridge deed restricted units.
 - Castellina lottery was completed and awarded, waiting for closing date with the title company
 - SMRHA is conducting the lottery on the two Cassidy Ridge units with the following deadlines:
 - i. Completed lottery applications will be accepted beginning **Monday, January 11, 2021 through NOON on Monday, January 25, 2021**
 - ii. Open House viewings for **Unit C 201** will be by appointment only **Tuesday January 12th through Thursday, January 14th** and **January 18th through January 21st for Unit D 202**
 - iii. The household with the highest points in the lottery will be selected on **Thursday, January 28, 2021 at 12:00 pm.**
- Working with Jaime Holmes, Finance Team, the Mayor and Mayor Pro-Tem on conducting recruiting and interviewing for the Chief Financial Officer position
- Attended the monthly SMRHA Board meeting
- Attended the first kick off meeting with MIG and staff for the Comprehensive Plan Amendment on January 13th
- Awarded the contract for the Municipal Court Prosecutor
- Attended the TMVOA Annual Membership meeting

- Working with staff for a draft letter for Council consideration regarding the Society Turn PUD project referral