

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, AUGUST 19, 2021, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED****

https://us06web.zoom.us/webinar/register/WN_i0o9hftoS6qBXhwN24rvTg

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	5			Public Comment on Non-Agenda Items
3.	2:05	30	Wisor	Executive Session	Executive Session for the Purpose of Determining Positions Relative to Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators With Respect to Phase IV of VCA Pursuant to §24-6-402(4)(e), C.R.S.
4.	2:35	5	Johnston Cavender	Action	Consideration of a Proclamation Acknowledging September as Suicide Prevention Month
5.	2:40	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of the July 15, 2021 Regular Town Council Meeting Minutes b. Consideration of a Resolution Supporting Community Housing Incentives
6.	2:45	10	Johnston	Action	Consideration of Grants Committee Appointments: a. Two Mountain Village Resident Seats
7.	2:55	10	Johnston	Action	Consideration of Ethics Committee Appointments: a. One Regular Seat for a Two-Year Term b. One Alternate Seat for a Two-Year Term
8.	3:05	30	Brophy; Renkens, Knuttsen	Informational	Comprehensive Plan Update Regarding Community Open House Feedback and Final Draft Amendment Recommendations
9.	3:35	30	Vergari	Informational Action	Finance: a. Presentation of the July 31, 2021 Business & Government Activity Report (BAGAR) b. Consideration of the June 30, 2021 Financials c. Presentation of the 2020 Auditors Report and 2020 Comprehensive Audited Financial Report
10.	4:05	30	Haynes	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding Amendments to the Community Development Code Consistent with the Town of Mountain Village Community Housing Initiatives; Specifically, Amendments to Reintroduce Duplex Development within an Overlay District in the Single Family Zone District, Modifications to the Definition of Accessory Dwelling Unit (ADU), Removing Mother-in-Law Suite, Allowing for Expedited Review for Deed Restricted Projects and Clarifying that an ADU is Allowed within Detached Condominium Development and other Conforming Amendments
11.	4:35	15	Haynes Applicant	Action	Consideration of a Resolution Approving a Conditional Use Permit Pursuant to Community Development Code Section 17.4.14, to Allow for a Trash Enclosure on a Portion of OS-1-R1, Town Hall Subarea, 455 Mountain Village Boulevard,
12.	4:50	15	Miller	Action <i>Quasi-Judicial</i>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone on Lot 30, 98 Aspen Ridge, to Increase the Condominium Density from Nine (9) Condominium Zoning Designation Units and Two (2), Employee Condominium Zoning Designation Units to Sixteen (16) Condominium Zoning Designation Units and Four (4) Employee Condominium Zoning Designation Units
13.	5:05	45	Haynes Applicant	Work Session	Discussion of Belvedere Phase III Development, Parcel 3R Belvedere Park Condominiums, Mountain Village, Lot 27A, 112 Lost Creek Lane
14.	5:50	15	Loebe	Action	Consideration of Adoption of the Trails Master Plan
15.	6:05	10	Wisor	Action	Mountain Village Housing Authority: a. Consideration of a Resolution Approving the Sale of Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project)

16.	6:15	20	Council Members & Staff	Informational	Council Boards and Commissions Updates: 1. Telluride Tourism Board - Berry 2. Colorado Flights Alliance - Gilbride 3. Transportation & Parking – Mogenson/Duprey 4. Budget & Finance Committee –Gilbride/Duprey/Mogenson 5. Gondola Committee – Caton/Berry 6. Colorado Communities for Climate Action – Berry 7. San Miguel Authority for Regional Transportation (SMART)- Berry/Prohaska/Mogenson 8. Telluride Historical Museum- Prohaska 9. Alliance for Inclusion – Prohaska 10. Green Team Committee- Berry/Prohaska 11. Business Development Advisory Committee – Caton/Duprey 12. San Miguel Watershed Coalition- Prohaska 13. Telluride Mountain Village Owners Association Governance Auxiliary Committee – Duprey 14. Wastewater Committee – Duprey/Mogenson 15. Mayor’s Update – Benitez
17.	6:35	10	Holmes Montgomery	Informational	Staff Reports a. Human Resources b. Town Manager
18.	6:45	15	Montgomery Holmes	Informational	Other Business a. Discussion of COVID Policies and Procedures
19.	7:00				Adjourn

Please note that times are approximate and subject to change.

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

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

Public Comment Policy:

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

**Town of Mountain Village
Proclamation
In Recognition of September 2021 as**

National Suicide Prevention Month

This Proclamation recognizes suicide as a national, statewide, and local public health problem, and suicide prevention as a national, statewide, and local responsibility, and designates September as “National Suicide Prevention Month” in Mountain Village. This month overlaps World Suicide Prevention Day, September 10th, recognized internationally and supported by the World Health Organization.

WHEREAS, suicide remains the 10th leading cause of death in the United States and the 2nd leading cause of death among individuals between the ages of 10 to 34;

WHEREAS, in the United States over 47,000 people died by suicide in 2019, which is about one death every 11 minutes (Centers for Disease Control);

WHEREAS, suicide is the only leading cause of death in the United States that has increased every year for the past decade;

WHEREAS, it is estimated that in 2019, there were over 1.4 million suicide attempts;

WHEREAS, in 2019, suicide was the 7th leading cause of death in Colorado (Centers for Disease Control);

WHEREAS, in 2019, 1,312 people died by suicide in Colorado (Centers for Disease Control);

WHEREAS, over 90% of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition is not recognized or treated;

WHEREAS, organizations such as the American Foundation for Suicide Prevention and Tri-County Health Network are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy and resources for those who have lost someone to suicide or who struggle, and urge that we:

1. Recognize suicide as a preventable national, state, and local public health problem and declare suicide prevention to be a priority.
2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities.
3. Address the disparity in access to mental healthcare for underrepresented groups, and advocate for ending these disparities
4. Fund new suicide research to support culturally informed and evidence-based mental health care and services.
5. Promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition.
6. Develop and implement strategies to improve and increase access to quality mental health, substance use, and suicide prevention services and programs.

THEREFORE, BE IT RESOLVED that, the Mountain Village Town Council does hereby designate September 2021 as

“National Suicide Prevention Month”

Laila Benitez, Mayor

Susan Johnston, Town Clerk

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE JULY 15, 2021
REGULAR TOWN COUNCIL MEETING
DRAFT**

Agenda Item 5a

The meeting of the Town Council was called to order by Mayor Laila Benitez at 2:00 p.m. on Thursday, July 15, 2021. Due to the Town's Disaster Declaration of March 19, 2020 related to the COVID-19 virus, the meeting was held in person and with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

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

The following Town Council members were absent:

Also in attendance were:

Kim Montgomery, Town Manager	Chad Horning
Susan Johnston, Town Clerk	Bohda (Bo) Iwanetz
Jodi Miller, Deputy Town Clerk	Charles Howard
Paul Wisor, Town Attorney	Matt Skinner
Julie Vergari, Chief Accountant	David Balode
Chris Broady, Chief of Police	Michael Martelon
Jaime Holmes, Human Resources Director	Jonathan Greenspan
Lindsay Niehaus, Human Resources Coordinator	Kari Distefano
Zoe Dohnal, Business Development and Sustainability Director	Mary Mogenson
Kathrine Warren, Public Information Specialist	Keith Brown
Michelle Haynes, Director of Planning & Development Services	Heather Knox
John Miller, Senior Planner	Dan Jansen
Jim Soukup, Chief Technology Officer	Julia Caulfield
Steven Lehane, Director of Broadband Services	Sue Berg
Finn Kjome, Director of Public Works	Louis Alaia
Rob Johnson, Transit Operations Manager	Susan Alaia
Kate Burns, Controller	Donald Strickert
Jim Loebe, Director of Transit & Recreation	Jenny Daley
Timothy Losa	Stephanie Fanos
Yvette Rauff	Dave Foster
Ruth Hensen	Frank Hensen
Joe Solomon	Chris Hawkins
Steve Togni	

Administration of Oath of Office to Newly Elected Council Members (2)

Town Clerk Susan Johnston administered the oaths of office to newly elected Town Council members Harvey Mogenson, Patrick Berry and Jack Gilbride.

Election of Mayor and Mayor Pro Tem (3)

Mayor Pro Tem Dan Caton presided. Council discussion ensued. Laila Benitez was nominated by Marti Prohaska and elected to the position of Mayor by a unanimous vote. Mayor Benitez presided. Dan Caton was nominated by Jack Gilbride and elected to the position of Mayor Pro Tem by a unanimous vote.

Public Comment on Non-Agenda Items (4)

Public comment was received by Jonathan Greenspan.

Consent Agenda:

All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these Items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: (5)

- a. **Consideration of Approval of the June 17, 2021 Regular Town Council Meeting Minutes**
- b. **Consideration of a Resolution to Eliminate the Green Team Bylaws**
- c. **Consideration of a Resolution to Eliminate the Business Development Advisory Committee (BDAC) Bylaws**
- d. **Consideration of a Resolution to Eliminate the Plaza Vending Committee Bylaws**
- e. **Consideration of Adoption of Rules of Conduct for Meetings and General Business**

Town Clerk Susan Johnston presented. On a **MOTION** by Dan Caton and seconded by Patrick Berry, Council voted unanimously to approve the Consent Agenda as presented.

Second Reading, Public Hearing and Council Vote on an Ordinance Amending Section 2.04.010(B) of the Town of Mountain Village Municipal Code to Clarify Oversight of and Reporting By Certain Department Heads (6)

Town Attorney Paul Wisor presented. The Mayor opened the public comment. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Pete Duprey, Council voted 7-0 to adopt an Ordinance amending Section 2.04.010(B) of the Town of Mountain Village Municipal Code to clarify oversight of and reporting by certain department heads.

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. **Telluride Historical Museum- Prohaska**
9. **Alliance for Inclusion – Binder**
10. **Green Team Committee- Berry/Prohaska**
11. **Business Development Advisory Committee – Caton/Benitez**
12. **San Miguel Watershed Coalition- Prohaska**
13. **Telluride Mountain Village Owners Association Governance Auxiliary Committee - Duprey**
14. **Mayor's Update – Benitez**

Council Boards and Commissions Appointments:

1. **Telluride Tourism Board (One Council Member)**

This Council member is appointed by the Telluride Tourism Board.

2. **Colorado Flights Alliance (One Council Member)**

On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to appoint Jack Gilbride to Colorado Flights Alliance.

3. San Miguel Watershed Coalition-(One Council Member)

On a **MOTION** by Jack Gilbride and seconded by Harvey Mogenson, Council voted unanimously to appoint Marti Prohaska to the San Miguel Watershed Coalition.

4. Transportation & Parking – (Two Council Members)

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to appoint Harvey Mogenson and Pete Duprey to Transportation and Parking.

5. Budget & Finance Board –(Two Council Members)

On a **MOTION** by Dan Caton and seconded by Patrick Berry, Council voted unanimously to appoint Jack Gilbride. Pete Duprey will serve through December 31, 2021 with Harvey Mogenson beginning January 1, 2022.

6. Gondola Subcommittee (Two Council Members)

On a **MOTION** by Jack Gilbride and seconded by Pete Duprey, Council voted unanimously to appoint Patrick Berry and Dan Caton with Marti Prohaska as an alternate to the Gondola Subcommittee.

7. Colorado Communities for Climate Action –(One Council Member)

On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to appoint Patrick Berry to Colorado Communities for Climate Action.

8. San Miguel Authority for Regional Transportation (SMART)- (Three Council Members – Two Regular and One Alternate Seat)

On a **MOTION** by Jack Gilbride and seconded by Harvey Mogenson, Council voted unanimously to appoint Marti Prohaska and Patrick Berry to the regular positions and Harvey Mogenson to the alternate position.

9. Telluride Historical Museum- (One Council Member)

On a **MOTION** by Pete Duprey and seconded by Dan Caton, Council voted unanimously to appoint Marti Prohaska to the Telluride Historical Museum Board.

10. Telluride Conference Center Work Group– (Two Council Members)

On a **MOTION** by Marti Prohaska and seconded by Dan Caton, Council voted unanimously to appoint Jack Gilbride and Pete Duprey to the Telluride Conference Center Work Group.

11. Alliance for Inclusion – (One Council Member) (Latino Advocacy Committee)

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to appoint Marti Prohaska to Alliance for Inclusion (Latino Advocacy Committee).

12. Green Team Committee- (Two Council Members)

On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to appoint Marti Prohaska and Patrick Berry to the Green Team Committee.

13. Business Development Advisory Committee (Two Council Members)

On a **MOTION** by Patrick Berry and seconded by Harvey Mogenson, Council voted unanimously to appoint Dan Caton and Pete Duprey to the Business Development Advisory Committee.

14. Ethics Commission- (Two Council Members)

On a **MOTION** by Jack Gilbride and seconded by Harvey Mogenson, Council voted unanimously to appoint Pete Duprey and Dan Caton to the Ethics Commission.

15. Mountain Village Condominium Association (One Council Member)

On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted unanimously to appoint Pete Duprey to the Mountain Village Condominium Association.

16. Telluride Mountain Village Owners Association Governance Auxiliary Committee – (One Council Member)

Pete Duprey will serve two years on the Telluride Mountain Village Owners Association Governance Auxiliary Committee. No vote was taken as he had just recently been appointed.

17. Grant Committee (Two Council Members)

On a **MOTION** by Dan Caton and seconded by Harvey Mogenson, Council voted unanimously to appoint Laila Benitez and Marti Prohaska to the Grant Committee.

18. Plaza Vending Committee (One Council Member)

On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to address Plaza Vending issues under the Business Development Advisory Committee.

20. Employee Development Board (Two Council Members)

On a **MOTION** by Harvey Mogenson and seconded by Marti Prohaska, Council voted unanimously to appoint Pete Duprey and Patrick Berry to the Employee Development Board.

19. Wastewater Committee (Two Council Members)

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to appoint Pete Duprey and Harvey Mogenson to the Wastewater Committee.

Consideration of Ethics Committee Appointments: (9)

a. One Regular Seat for a Two-Year Term

b. One Alternate Seat for a Two-Year Term

On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to continue this item to the August 19, 2021 Town Council meeting.

Finance: (10)

Chief Accountant Julie Vergari presented.

a. Presentation of the June 30, 2021 Business & Government Activity Report (BAGAR)

Julie Vergari presented. Council discussion ensued. Council directed Ms. Vergari to poll staff to see how much time is spent on department numbers utilized to create the BAGAR. Additionally, Council directed staff to present at the August Town Council meeting, the budget impact of increasing wages and end of season bonuses from and the transition of the employee shuttle over to SMART.

Discussion Regarding Federal Public Transportation Mask Requirements (11)

Paul Wisor and Director of Transit and Recreation Jim Loebe, Business Development and Sustainability Director Zoe Dohnal, Police Chief Chris Broady and Information Specialist Kathrine Warren presented. Extensive Council discussion ensued. Council direction was to revise signage and approved staffing and communications plan.

Consideration of a Resolution Regarding a Minor Subdivision Request to Vacate a General Easement and to Relocate the Meadows Trail Out of the Town Easement onto the Town Unimproved Right of Way and Other Associated Relocation Elements Affecting Adjacent Properties, Lot 615-1CR, TBD Lawson Overlook (12)

Senior Planner John Miller provided background for the Resolution. Applicant Frank Hensen, Alpine Planning Chris Hawkins and Attorney Joe Solomon presented the application. Council discussion ensued. Public comment was received from Heather Knox. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to table this item.

Council took a break from 4:50 to 5:08

Revised Trails Master Plan Discussion (13)

Director of Transit and Recreation Jim Loebe and Alta Planning + Design Consultant Dave Foster presented. Council discussion ensued. Public comment was received from Douglas Tooley and Heather Knox.

Consideration of a Resolution Regarding a Variance Request for Building Height, Pursuant to CDC Section 17.4.16. C on Lot 615-1CR, TBD Lawson Overlook *Staff has requested that this item be continued to the August 19, 2021, Regular Town Council Meeting* (14)

John Miller presented. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to table the above Resolution.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone on Lot 30, 98 Aspen Ridge, to Increase the Condominium Density from Nine (9) Condominium Zoning Designation Units and Two (2), Employee Condominium Zoning Designation Units to Sixteen (16) Condominium Zoning Designation Units and Three (3) Employee Condominium Zoning Designation Units (15)

John Miller presented. Applicant Tim Losa and Attorney Stephanie Fanos presented. Council discussion ensued. Public comment was received by Jenny Daley and Yvette Rauff. On a **MOTION** by Jack Gilbride and seconded by Pete Duprey, Council voted 7- 0 to approve on first reading an Ordinance regarding the rezone and density transfer application pursuant to CDC Sections 17.4.9 & 17.4.10 of the Community

Development Code, rezoning the existing uses on Lot 30 to Employee Condominium and increasing the total Density on the site from 9 condominium units, two employee apartments, and commercial space, to 16 condominium units and 3 employee condominiums, with the following findings and conditions as noted in the staff report of record dated July 6, 2021, and to set the second reading, public hearing and final Council vote for August 19, 2021.

1. The Ordinance shall indicate the change in commercial space and the size of the converted employee condominium in square feet.
2. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.
3. The Lot list shall be updated to reflect one built employee condominium, 2 unbuilt employee condominiums, and 16 unbuilt condominiums assigned to the Lot.
4. Town of Mountain Village Deed Restrictions for each built unit shall be executed prior to the issuance of a Certificate of Occupancy per Section 17.3.9 consistent with the requirements found at CDC Section 17.3.9.
5. The Owner of Lot 30 shall enter into a development agreement with the Town of Mountain Village to specify that all unconstructed employee condominium density assigned to Lot 30 must be constructed and completed within 5 years of the issuance of a Certificate of Occupancy for 98 Aspen Ridge.

Discussion Regarding a Potential Site-Specific Planned Unit Development (SPUD) on Lots 162A & B, TBD San Joaquin Road (16)

John Miller informed Council that the request had been withdrawn.

On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted unanimously to convene as the Mountain Village Housing Authority. The Mayor recused herself from agenda item 17.

Mountain Village Housing Authority (17)

1. Consideration of a Request for an Exemption to the R-1 School District Boundary Employment Requirement, 201 Boulders Way, Lot 5 Boulders Way

Paul Wisor presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted 5-1 (with Harvey Mogenson dissenting), to approve an exception for Mr. Andrew Brown, owner of 21 Boulders Way, to the R-1 School District employment boundary requirement, pursuant to his deed restriction found at reception no. 400257, for a period of three years to expire on July 15, 2024 and direct staff to provide an exception letter for Town files and for Mr. Brown's records.

On a **MOTION** by Marti Prohaska and seconded by Pete Duprey, Council voted unanimously to reconvene as Town Council.

Colorado Flights Alliance Bi-Annual Report (18)

Matt Skinner presented. Council discussion ensued.

TSG Quarterly Report (19)

Chad Horning presented. Council discussion ensued.

Staff Reports: (20)

a. Marketing & Business Development

Zoe Dohnal presented her report. Council discussion ensued.

b. Technology & Broadband Services

Jim Soukup presented his reports. Council discussion ensued.

c. Town Manager

Kim Montgomery presented her report. Council discussion ensued.

Other Business (21)

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to adjourn the meeting at 7:33 p.m.

Respectfully prepared and submitted by,

Susan Johnston
Town Clerk

DRAFT

**RESOLUTION OF THE TOWN COUNCIL
OF MOUNTAIN VILLAGE, SUPPORTING COMMUNITY HOUSING INCENTIVES**

RESOLUTION NO. 2021 – 0819 - ____

WHEREAS, the Town Council (Council) of the Town of Mountain Village (Town) is authorized to create policies that encourage the Community Housing Initiatives; and

WHEREAS, by Resolution Town Council may implement said policies; and,

WHEREAS, in order to sustain our community, community members and quality of life the Town intends to support Community Housing initiatives in order to create and convert more community housing in Mountain Village and region; and,

WHEREAS, The Town of Mountain Village recognizes that fee and zoning incentives are important to promote Community Housing development;

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

1. The Town of Mountain Village shall continue to waive development fees associated with Community Housing also known as workforce housing and deed restricted projects; and
2. The Design Review Board is reviewing and the Town Council is adopting by Community Development Code amendment, a series of CDC amendments supportive of the construction and maintenance of community housing including and not limited to a one step design review process for community housing projects that are comprised of at least 60% deed restricted workforce housing units (sale or rent); and
3. Community Housing Projects will receive priority on Design Review Board agendas when proposed housing projects are comprised of at least 60% deed restricted workforce housing units (sale or rent); and
4. The Town intends to adopt an Affordable Housing Mitigation Methodology so developers can plan for and satisfy the anticipated community housing needs associated with new construction; and

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.

C. All other town regulations remain in full force and effect.

Section 3. Effective Date

This Resolution shall become effective on August 19, 2021 (the “Effective Date”) as herein referenced throughout this Resolution.

Section 4. Public Meeting

A public meeting on this Resolution was held on the 19th day of August 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 August 19, 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

Memorandum

Agenda Item # 6

To: Mayor & Town Council

From: Town Clerk Susan Johnston

Date: August 19, 2021

Re: Consideration of Two Grant Committee Appointments

Grant Committee Appointment of Two Resident Seats

Scheduled for appointment at the August 19th Town Council meeting are two Mountain Village resident seats. Ms. Rosenfeld has moved out of the area and can no longer serve on the committee. Letters of intent were received from Liz Caton, Cameron Kelly and Heather Knox. One appointment will serve a two-year term with the second appointment serving a one-year term.

Members	Position	Appointed	Term Exp
Laila Benitez	Town Council	Jul-21	Jul-23
Marti Prohaska	Town Council	Jul-21	Jul-23
Kathrine Warren	Town Staff	Aug-20	
Susan Johnston	Town Staff	Jul-21	
Liz Caton	Mountain Village Resident	Aug-19	Jul-21
Whitney Pearce Rosenfeld	Mountain Village Resident	Aug-20	Jul-22

Motion to appoint _____ to the two-year term resident seat and _____ to fill the one-year term on the Grants Committee.

Susan Johnston

From: Liz Caton <lizcaton@aol.com>
Sent: Wednesday, July 28, 2021 12:03 PM
To: Susan Johnston
Subject: Grants Committee

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Susan:

This email will confirm my interest in continuing to serve on the Grants Committee.

Best...Liz Caton

P.S. Nice photo of you on the web site!

liz.caton@gmail.com
226 Adams Ranch Rd.
Mtn. Village 81435
970-728-2947
949-494-1303 Cell

Susan Johnston

From: Cameron Kelly <cameronskelly8@gmail.com>
Sent: Wednesday, August 11, 2021 12:35 PM
To: mvclerk
Subject: Mountain Village Grant Committee

Hi Susan!

I am a full time resident in Mountain Village and I've been talking with Kathrine Warren about the Grant Committee and I'd love to apply for one of the open positions. My family and I have been here since 2016, and with my three year old going to Mountain School this Fall I will have more time to be able to dedicate and get involved with our community and think this is a great opportunity with my nonprofit experience.

Please let me know if you need anything else and I am happy to provide it. Thank you and have a great day!

--

--Cameron S. Kelly

Susan Johnston

From: Heather Knox <hknox9500@gmail.com>
Sent: Wednesday, August 11, 2021 4:33 PM
To: mvclerk
Subject: Fwd: MV Grants Committee

I apologize. The first email I sent for this position was cut off. Please confirm you have received this updated letter of intent.

Many thanks,
Heather Knox

Sent from my iPad

Begin forwarded message:

From: Heather Knox <hknox9500@gmail.com>
Date: August 11, 2021 at 4:30:19 PM MDT
To: mvclerk@mtnvillage.org
Subject: MV Grants Committee

Mountain Village Town Council -

Please accept this email as my Letter of Intent to serve on the Mountain Village Grants Committee.

I have nearly 20 years of grant experience. Starting with the most recent, from 2017 through current, I serve on the Colorado Department of Public Health and Environment (CDPHE) Pollution Prevention Advisory Board Assistance Committee (PPABAC). This committee meets monthly and is comprised of 11 individuals from all areas of the state of Colorado. Our primary purpose is to review two cycles of Resource Recovery Economic Opportunity (RREO) Grants, and make funding recommendations that go to the Pollution Prevention Advisory Board for final approval. The RREO program provides funding that promotes Economic Development through management of materials that would otherwise be landfilled. Grant funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse.

Key points of this position include:

- Using a specific rubric to score grant applications.
- Each member scores 15 (+/-) grant requests per cycle (two cycles annually).
- Grants requests are typically 50 - 100 pages and require 45 - 75 minutes each.
- After grant scores are compiled, the Committee members meet in a ~3 hour discussion to come to a consensus on grant recommendations that will be moved forward to the Pollution Prevention Advisory Board.
- The RREO Infrastructure Grants range from \$25K - \$1M, with a grant award budget of ~\$1.8M (2021).
- The RREO Mini-grants for project requests from \$1,500 - \$25K, with grant awards budget of ~\$375K (2021).
- Overseeing recycling rebates for free recycling drop centers with an annual budget of ~\$300K

Being a member of the PPABAC is incredibly rewarding; it is valuable to see other CO communities' efforts and successes towards waste reduction.

In 2017, I designed and operated the San Miguel County Green Grants program, and in 2018 the

Telluride Green Grants Program. Both Programs provide funding for a variety of sustainability projects that focus on reducing Greenhouse Gas Emissions.

I have written grants for two key non-profit organizations: EcoAction Partners (2015-2019), and the Michael D. Palm Theatre (2005 - 2013). For these organizations I submitted typically 4 - 7 grants annually. I have also written grants for the Paradox Valley School, and the Nucla/Naturita Fire and EMS as part of the West End Pay It Forward Trust, Resiliency Grant Program.

Finally, from 2000 - 2004 I served on the Placerville Fire Department Scholarship Awards Committee. As part of this committee we reviewed written applications, and interviewed students for a college scholarship award.

All and all, I have extensive grant review, grant operations, and grant writing experience. I would like to put my skills to work on the Town of Mountain Village Grants Committee.

Thank you for your consideration.

Sincerely,

Heather Knox

Sent from my iPad

Memorandum

Agenda Item #7

To: Mayor & Town Council

From: Town Clerk Susan Johnston

Date: 8/19/2021

Re: Consideration of Ethics Commission Appointments

Ethics Commission Appointment of a Regular Seat and Alternate Seat

Scheduled for appointment at the August 19th Town Council meeting are one regular seat and one alternate seat, both for two-year terms. Letters of interest were received from Keith Brown and Heather Knox.

Suggested Motion:

Motion to appoint _____ to the regular seat and _____ to the alternate seat on the Ethics Commission for two-year terms.

Keith Brown
117 Lost Creek Lane, Unit 41A-(r)
Mountain Village, CO 81435
(970) 417-9513 keithtelluride@gmail.com

July 06, 2021

Application for a Seat on the Mountain Village Ethics Commission Board

Dear Mountain Village Town Council,

I would like to serve on the Ethics Commission Board. My interest in doing so is to contribute to the town interests by helping provide an unbiased, informed review of alleged violations of the town's Code of Ethics and to determine the validity of the alleged violations.

I have read the Code of Ethics and I am familiar and comfortable with the definitions and guidelines.

My qualifications comes from serving on town, HOA and non-profit boards. I have training and experience in board governance. I served 7 years on the Mountain Village Design Review Board. I was was a board member for a HOA, and President and Chairperson for several local non-profit organizations.

I received 2020 training as a Covid-19 contact tracer, which emphasised the importance and techniques of listening and engaging in ways that help dialogue and the collection of information. I also received a valuable education in group dynamics and governance in my MBA studies and applied the knowledge to several collaborative businesses and personal interests.

Prior to Telluride, I had corporate responsibilities for international manufacturing, with 35+ employees. My employment had applicable ethical considerations from interactions between employees and contractors and from larger considerations of employment practices by my offices and manufacturing facilities.

In a recreational capacity as a mountaineer I made ethical decisions related to the employment of support help. As an expedition leader on a successful climb of Mt. Everest I chose not to allow employed help above basecamp, given the conflict of sending employees into a hazardous environment. Recognizing the hazards and the employee motivation for income a decision was to pay a higher wage and restrict employees to basecamp. A Mt. Everest experience is far from anticipated Mountain Village ethics concerns, but it was a valuable and heightened consideration of the rights of an individual employee in a group effort.

Thank you for the opportunity to serve on the Mountain Village Ethics Commission Board.

Keith Brown *Keith Brown*

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

July 6, 2021

Greetings,

Please consider my letter of interest to serve on the Mountain Village Ethics Commission.

I have lived full-time in Mountain Village for 9 years. I moved to Mountain Village in 1995. I watched the government evolve from the Mountain Village Metro District to the Town of Mountain Village, and Metro Services grow into Telluride Mountain Village Owners Association.

I saw the gondola open in 1996 and how that infrastructure brought new business and the visitors to support those businesses.

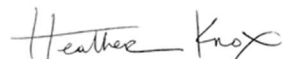
I worked for Mountain Village in the Telluride Conference Center, and later as the Director of Economic Development. I oversaw/worked with a team of 50+ employees and handled a \$2.4M annual budget for Mountain Village in this position.

I have worked with non-profit organizations, including the Michael D. Palm Theatre, and EcoAction Partners.


I serve on the Colorado Department of Health and Environment Pollution Prevention Advisory Board Assistance Committee. This PPAB Assistance Committee is responsible for reviewing grants from organizations across Colorado and determining grant awards with a \$1.8M annual budget. Additionally, I regularly partake in Mountain Village Green Team meetings.


Thank you for considering me for the Mountain Village Ethics Commission. I would bring a valuable and fair perspective to the Ethics Commission.

Thank you,

A handwritten signature in cursive script that reads "Heather Knox".

Heather Knox
327 Adams Ranch Road #402
Mountain Village, CO 81435

 Business and Government Activity Report For the month ending: July 31st									
Activity	2021			2020			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. *New</i>									
TV Residential Sunscribers	597	128		NA	NA		NA	NA	
Fiber Video *	160	19		NA	NA		NA	NA	
TV Bulk Subscribers	612	0		NA	NA		NA	NA	
Fiber Commercial *	14	0		NA	NA		NA	NA	
TV Inactive Digital Subscribers	54	(15)		NA	NA		NA	NA	
Cable Modem Residential Cable Modem Subscribers	766	(22)		NA	NA		NA	NA	
Cable Modem Business Net Service Subscribers	31	(1)		NA	NA		NA	NA	
Cable Modem Hospitality Subscribers	272	0		NA	NA		NA	NA	
Dark Fiber Transport	8	0		NA	NA		NA	NA	
Fiber Hospitality Subscribers	8	0		NA	NA		NA	NA	
Fiber Residential Subscribers	382	17		NA	NA		NA	NA	
Phone Subscribers	66	0		81	(1)		(15)	-18.52%	
Village Court Apartments									
Occupancy Rate %	100.00%	0.45%	99.70%	100.00%	0.91%	99.35%	0.35%	0.4%	
# Vacated Units	4	2	16	2	(2)	15	1	6.7%	
# Work Orders Completed	10	(10)	98	28	1	164	(66)	-40.2%	
# on Waiting List	236	(1)		190	14		46	24.2%	
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	849	41	5,869	1,158	628	5,373	496	9.2%	
Truck Rolls	457	(87)	2,163	698	143	1,707	456	26.7%	
Snow Fall Inches	0	0	188	0	0	142	46	32.4%	
Snow Removal - Streets & Prkg Lots Hours	0	0	2,396	0	(2)	2,528	(132)	-5.2%	
Roadway Maintenance Hours	592	143	1,840	102	(435)	526	1,314	249.8%	
Water Billed Consumption Gal.	18,227,000	(1,490,000)	97,169,000	22,078,000	4,298,000	90,084,000	7,085,000	7.9%	
Sewage Treatment Gal.	9,747,000	2,388,000	50,479,000	13,783,000	(5,527,000)	76,076,000	(25,597,000)	-33.6%	
Child Development Fund <i>The child care facility reopened with limited capacity June 2020</i>									
# Infants Actual Occupancy	6.50	0.39		4.44	2.09		2.06	46.3%	
# Toddlers Actual Occupancy	9.31	(4.91)		6.67	3.97		2.64	39.6%	
# Preschoolers Actual Occupancy	14.50	(0.22)		12.22	3.08		2.28	18.7%	
Transportation and Parking <i>Inbound traffic counter is not available at this time. Parking Revenues include bulk valet ticket sales for July</i>									
GPG (noon snapshot)	7,609	1,811	47,450	6,352	3,138	37,532	9,918	26.4%	
GPG Parking Utilization (% of total # of spaces occupied)	53.4%	11.40%	48.7%	44.50%	21.20%	38.3%	10.4%	27.2%	
HPG (noon snapshot)	1,447	426	11,259	1,506	877	7,727	3,532	45.7%	
HPG Parking Utilization (% of total # of spaces occupied)	44.0%	11.90%	50.1%	45.80%	26.00%	34.2%	15.9%	46.5%	
Total Parking (noon snapshot)	13,148	2,664	85,496	11,110	4,714	65,155	20,341	31.2%	
Parking Utilization (% of total # of spaces occupied)	52.4%	9.20%	49.8%	44.30%	17.90%	37.8%	12.0%	31.7%	
Paid Parking Revenues	\$78,997	\$30,883	\$302,695	\$54,994	\$40,698	\$189,426	\$113,269	59.8%	
Bus Routes # of Passengers	6,639	1,673	17,255	2,369	908	6,994	10,261	146.7%	
Employee Shuttle # of Passengers	0	0	0	0	0	3,598	(3,598)	-100.0%	
Employee Shuttle Utilization Rate %	0.00%	0.00%	0.0%	0.00%	0.00%	47.0%	-47.00%	-100.0%	
Inbound (Vehicle) Traffic (Entrance) # of Cars	0	0	0	91,071	24,600	418,295	(418,295)	-100.0%	
Part Time EEs: Council (7), Judge (1), Child Care (6), GIS (1) MARRS: 6 employees Seasonal EEs: Gondola Ops, Plaza/ Sanitation Services, Groundskeepers New Hires: 5 Gondola Seasonal, 1 Town Council Terms: 4 Gondola seasonal, 1 Town Council, 1 Transit & Housing Coord, 1 FT Gondola Operator, 1 Streets Operator Reason for Terms: end of season, other job, misconduct, end of term, no call/no show terminations WC Costs: new total for YTD costs as continued treatment costs are paid by Pinnacol									
Human Resources									
FT Year Round Head Count	71	(5)		78	0		(7)	-9.0%	
Seasonal Head Count (FT & PT)	4	0		0	0		4	NA	
PT Year Round Head Count	15	0		16	0		(1)	-6.3%	
Gondola FT YR, Seasonal, PT YR Head Count	49	0		58	6		(9)	-15.5%	
Total Employees	139	(5)		152	6		(13)	-8.6%	
Gondola Overtime Paid Hours	338	(279)	1,975	260	53	1,167	808	69.2%	
Other Employee Overtime Paid	58	(2)	440	99	(13)	325	115	35.4%	
# New Hires Total New Hires	6	2	35	14	(3)	17	18	105.9%	
# Terminations	8	5	42	15	8	8	34	425.0%	
# Workmen Comp Claims	1	1	5	0	(1)	1	4	400.0%	
Workmen Comp Claims Costs \$0	\$0	\$0	\$13,083	\$484	\$0	\$2,934	\$10,149	345.9%	
Number of Reported Injuries	2	2	7	1	0	2	5	250.0%	
Communications & Business Development <i>Town hosted meetings include Zoom meetings</i>									
Town Hosted Meetings	4	0	35	11	0	80	(45)	-56.3%	
Email Correspondence Sent	25	(2)	122	20	(3)	102	20	19.6%	
E-mail List #	8,433	119		7,882	(36)		551	7.0%	
Ready-Op Subscribers	2,036	14		1,985	2		51	2.6%	
News Articles	25	(3)	178	15	(6)	134	44	32.8%	
Press Releases Sent	4	(3)	24	2	(4)	19	5	26.3%	
Gondola and RETA									
Gondola # of Passengers	475,598	128,852	1,676,239	365,489	233,441	1,421,062	255,177	18.0%	
Chondola # of Passengers	0	0	77,388	0	0	80,532	(3,144)	-3.9%	
RETA fees collected by TMVOA	\$ 1,008,647	\$ 401,987	\$ 9,365,069	\$ 719,067	\$ 556,782	\$ 2,829,030	\$6,536,039	231.0%	

 Business and Government Activity Report For the month ending: July 31st									
Activity	2021			2020			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Recreation									
Summer = May 1 - Oct 31									
Disc Golf Registrations	1182	195	2378	na	NA	na	NA	NA	
Adventure Rock Registrations	779	412	1146	na	NA	na	NA	NA	
Platform Tennis Registrations	98	40	350	na	NA	na	NA	NA	
Police									
Calls for Service	# 562	66	3,440	343	74	2,104	1,336	63.5%	
Investigations	# 9	2	98	15	4	82	16	19.5%	
Alarms	# 11	(3)	124	25	(2)	151	(27)	-17.9%	
Arrests	# 1	0	10	0	0	9	1	11.1%	
Summons	# 2	2	9	1	0	14	(5)	-35.7%	
Traffic Contacts	# 14	7	91	8	5	83	8	9.6%	
Traffic Tickets Written	# 1	(1)	4	1	1	13	(9)	-69.2%	
Parking Tickets Written	# 436	35	2,593	295	234	1,219	1,374	112.7%	
Administrative Dismissals	# 4	1	29	0	(1)	14	15	107.1%	
Building/Planning									
Community Development Revenues	\$98,917	\$12,301	\$1,153,681	\$833,969	\$701,729	\$1,051,110	\$102,571	9.8%	
# Permits Issued	47	17	231	37	(13)	212	19	9.0%	
Valuation of Mtn Village Remodel/New/Additions Permits	\$2,932,220	\$1,195,155	\$32,714,875	\$30,150,458	\$26,575,620	\$34,741,446	(\$2,026,571)	-5.8%	
Valuation Mtn Village Electric/Plumbing/Other Permits	\$67,369	(\$290,198)	\$2,399,066	\$13,500	(\$356,578)	\$1,836,408	\$562,658	30.6%	
Valuation Telluride Electric/Plumbing Permits	\$197,450	\$58,250	\$1,881,172	\$416,602	\$4,454	\$1,619,457	\$261,715	16.2%	
# Inspections Completed	352	(47)	2,658	390	26	1,782	876	49.2%	
# Design Review/Zoning Agenda Items	16	(6)	114	6	(8)	74	40	54.1%	
# Staff Review Approvals	77	9	296	31	(13)	189	107	56.6%	
Plaza Services									
Snow Removal Plaza	Hours 0	0	795	0	(5)	976	(181)	-18.5%	
Plaza Maintenance	Hours 599	136	3,981	141	(15)	1,782	2,199	123.4%	
Lawn Care	Hours 208	0	509	71	(45)	352	157	44.6%	
Plant Care	Hours 610	(225)	2,323	282	(41)	823	1,500	182.3%	
Irrigation	Hours 76	(52)	492	71	(60)	435	57	13.2%	
TMV Trash Collection	Hours 138	45	734	125	41	606	128	21.1%	
Christmas Decorations	Hours 0	0	464	7	7	513	(49)	-9.6%	
Vehicle Maintenance									
# Preventive Maintenance Performed	10	(14)	123	22	(12)	152	(29)	-19.1%	
# Repairs Completed	19	(10)	157	18	(2)	142	15	10.6%	
Special Projects	0	(3)	7	2	2	10	(3)	-30.0%	
# Roadside Assists	0	0	1	0	(1)	1	0	0.0%	
Finance									
# Other Business Licenses Issued	19	(5)	1,102	19	(1)	960	142	14.8%	
# Privately Licensed Rentals	1	(3)	89	1	(1)	71	18	25.4%	
# Property Management Licensed Rentals	7	5	449	3	2	425	24	5.6%	
# Unique VRBO Property Advertisements Listings for MV	512	0	1,881,172	451	0	1,619,457	61	13.5%	
# Paperless Billing Accts (total paperless customers)	1,198	23	15,300	1,131	(11)	15,049	67	5.9%	
# of TMV AR Bills Processed	2,207	(23)	15,300	2,193	(8)	15,049	251	1.7%	
Accounts Receivable					General Fund Investment Activity				
	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments				
Current	\$671,453	56.6%	\$495,949	89.1%	\$2,846	29.9%	Change in Value (Month) (\$465,755)		
30+ Days	12,077	1.0%	41,019	7.4%	115	1.2%	Ending Balance \$8,990,980		
60+ Days	489,367	41.3%	9,936	1.8%	-	0.0%	Investment Income (Month) \$646		
90+ Days	6,992	0.6%	8,702	1.6%	-	0.0%	Portfolio Yield na		
over 120 days	6,287	0.5%	1,083	0.2%	6,545	68.9%	Yield Change (Month) na		
Total	\$ 1,186,176	100.0%	\$ 556,689	100.0%	\$ 9,506	100.0%			
	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics		
Current	\$22,893	76.5%	\$ 1,193,141	66.9%	\$368,909	96.4%	Population (estimated) 1,434		
30+ Days	2,660	8.9%	55,871	3.1%	(471,853)	-123.4%	(Active) Registered Voters 873		
60+ Days	2,348	7.8%	501,651	28.1%	485,352	126.9%	Property Valuation 310,031,920		
90+ Days	413	1.4%	16,107	0.9%	(2,434)	-0.6%			
over 120 days	1,625	5.4%	15,540	0.9%	2,544	0.7%			
Total	\$29,939	100.0%	\$ 1,782,310	100.0%	\$ 382,518	100.0%			



Memorandum

To: Town Council
From: Julie Vergari, Chief Accountant
Date: August 9, 2021
Re: Town of Mountain Village Financial Statements through June 2021

Mountain Village Financials Statements through June 2021

General Fund Summary

The June financials reflect budgets adopted for 2021 and prorated accordingly. As of June 30, 2021, the General Fund reflects a surplus of \$4.5 million primarily resulting from front end loaded property tax, sales tax collections, and development revenues. Revenues of \$8.8 million were over the budget by \$2.5 million.

Total GF operating expenditures of \$4.2 million were under budget by \$326,700. Some budgets reflect budget overages due to the retroactive salary and wage increase.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ 674	\$ -	\$ 1,349	1,349
Child Development Fund	\$ -	\$ 36,580	\$ -	(36,580)
Conference Center Subsidy	\$ -	\$ 65,769	\$ 65,691	(78)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 62,919	\$ 200,800	\$ 372,418	171,618
Vehicle & Equipment Acquisition Fund	\$ 10,222	\$ -	\$ 23,402	23,402

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	\$ 56,099	\$ 343,016	\$ 337,278	(5,738)
*Tourism Fund	\$ 5,125	\$ 36,679	\$ 58,078	21,399
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	\$ 1,907	\$ 14,504	\$ 9,676	(4,828)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

The skid steer leases are paid, and a Polaris Sportsman ATV was purchased.

Capital Projects Fund – No Fund Income Statement Attached

\$422 has been spent on shop remodel costs and \$252 has been spent on Country Club title work.

Historical Museum Fund – No Fund Income Statement Attached

\$96,950 in property taxes were collected and \$95,009 was tendered to the historical museum. The county treasurer retained \$1,941 in treasurer’s fees.

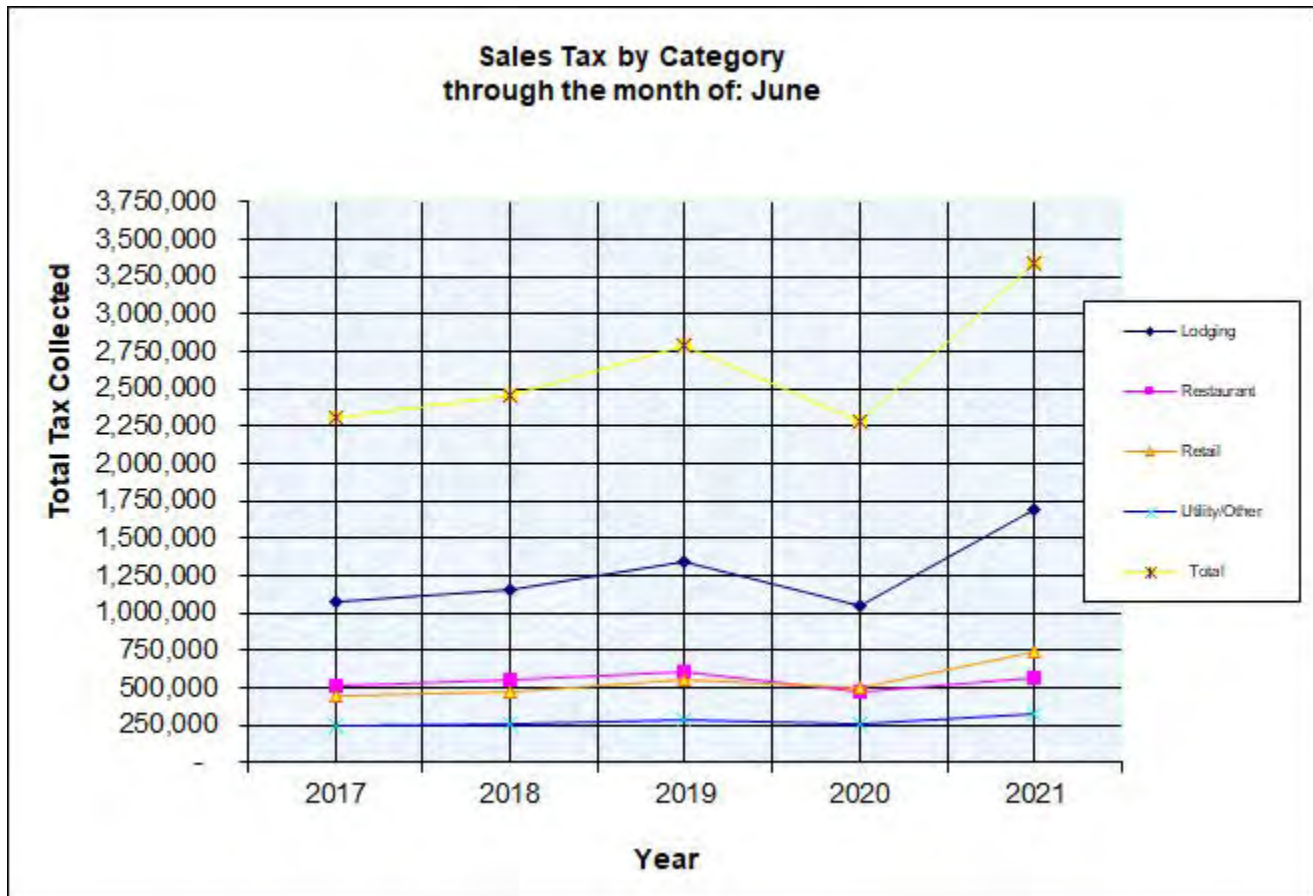
Mortgage Assistance Fund – No Fund Income Statement Attached

There has been \$6,521 in interest collected in this fund to date.

Sales Tax

Sales taxes of \$3.3 million are 46.5% over 2020 through this period and are over budget. Lodging shows the highest increase at 61.8%, followed by Retail at 48.9%. March 2021 was the highest collection month on record.

Actual Sales Tax Base By Class, Through June 2021										
Category	Actual 2017 4.5%	Actual 2018 4.5%	PY % Increase 2017 to 2018	Actual 2019 4.5%	PY % Increase 2018 to 2019	Actual 2020 4.5%	PY % Increase 2019 to 2020	Actual 2021 4.5%	PY \$ Variance 2020 to 2021	PY % Increase 2020 to 2021
Lodging	24,055,154	25,835,937	7%	29,859,992	16%	23,309,472	-22%	37,704,528	14,395,056	61.76%
Restaurant	11,453,432	12,326,582	8%	13,429,830	9%	10,566,227	-21%	12,651,129	2,084,902	19.73%
Retail	10,104,326	10,565,190	5%	12,373,417	17%	11,068,441	-11%	16,478,304	5,409,863	48.88%
Utility/Other	5,627,848	5,936,145	5%	6,496,457	9%	5,746,908	-12%	7,425,620	1,678,712	29.21%
Total	51,240,760	54,663,854	7%	62,159,696	14%	50,691,048	-18%	74,259,582	23,568,534	46.49%



Tourism Fund

2021 restaurant taxes totaling \$252,811 have been collected and \$247,755 was tendered to the airline guarantee program. \$1.428 million in lodging taxes were collected and \$1,406,827 was tendered to the airline guarantee program and to MTI. The Town retained \$26,480 in administrative fees, and penalties and interest of \$1,841.

Lodging taxes are over prior year by 53.6% and over budget by 59%. Restaurant taxes are over prior year by 20.2% and over budget 36.3%, respectively.

Town of Mountain Village Colorado Restaurant/Bar Tax Summary										
	2017	2018		2019	2020	2021		2020	2021	Budget
	Activity (2%)	Activity (2%)	(2%)	Activity (2%)	Activity (2%)	Activity (2%)		Var %	Budget (1)	Var %
January	54,097	57,188		62,864	73,576	45,206		-38.56%	56,344	-24.64%
February	60,144	63,140		66,720	76,476	59,218		-22.57%	58,501	1.21%
March	74,202	75,202		87,671	50,565	82,463		63.08%	38,723	53.04%
April	1,829	7,119		7,364	85	5,733		6660.89%	65	98.87%
May	4,448	4,838		4,299	553	6,196		1019.64%	424	93.16%
June	34,365	39,048		38,614	9,040	53,995		497.30%	6,923	87.18%
July	46,470	46,603		60,113	37,654	-		-100.00%	28,836	NA
August	34,998	39,031		44,673	37,777	-		-100.00%	28,929	NA
September	39,291	36,920		42,922	32,718	-		-100.00%	25,055	NA
October	13,519	12,695		17,657	19,674	-		-100.00%	15,066	NA
November	5,352	7,221		3,503	8,215	-		-100.00%	6,292	NA
December	54,303	53,383		57,178	39,602	-		-100.00%	30,327	NA
Total	423,017	442,390		493,579	385,935	252,811		-34.49%	295,485	-16.88%
Tax Base	21,150,852	22,119,524		24,678,936	19,296,742	12,640,546			14,774,250	

Town of Mountain Village Colorado Lodging Tax Summary									
	2017	2018	2019	2020	2021		2020	2021	Budget
	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)		Var %	Budget (1)	Var %
January	245,628	273,707	300,246	325,337	271,522		-16.54%	205,924	24.16%
February	260,809	262,096	310,947	334,936	358,131		6.93%	212,240	40.74%
March	312,990	322,588	401,256	212,698	475,919		123.75%	132,906	72.07%
April	8,353	18,205	17,822	855	41,821		4790.10%	500	98.80%
May	12,493	18,134	24,335	784	51,474		6463.75%	554	98.92%
June	122,193	137,760	139,428	55,426	229,384		313.85%	34,095	85.14%
July	158,585	170,730	196,062	242,927	-		-100.00%	151,026	NA
August	112,264	136,080	160,993	226,805	-		-100.00%	142,644	NA
September	148,624	171,040	158,287	173,096	-		-100.00%	110,511	NA
October	34,399	34,696	46,789	94,985	-		-100.00%	60,115	NA
November	18,535	17,307	14,761	38,597	-		-100.00%	23,842	NA
December	290,808	283,658	295,803	266,888	-		-100.00%	161,269	NA
Total	1,725,680	1,846,001	2,066,729	1,973,334	1,428,251		-27.62%	1,235,627	13.49%
Tax Base	43,142,003	46,150,032	51,668,223	49,333,357	35,706,278			30,890,675	

Business license fees of \$325,772 are over budget (9%) and prior year (5.7%). \$306,226 was remitted to MTI and \$31,535 in admin fees and penalties were transferred to the General Fund.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021						2020	2019	2018
	Budget	Budget	Budget	Annual	Budget	Actual YTD	Actual YTD	Actual YTD	
	YTD	Variance	Variance	Budget	Balance				
Actual YTD		(\$)	(%)						
Revenues									
Charges for Services	\$ 337,700	\$ 91,767	\$ 245,933	268.00%	\$ 291,458	\$ (46,242)	\$ 78,412	\$ 123,146	\$ 214,022
Contributions	14,587	8,340	6,247	74.90%	33,340	18,753	33,149	8,923	2,914
Fines and Forfeits	293	5,700	(5,407)	-94.86%	11,841	11,548	2,955	5,884	3,834
Interest Income	(13,571)	66,798	(80,369)	-120.32%	100,000	113,571	152,239	160,329	32,831
Intergovernmental	318,902	282,851	36,051	12.75%	413,533	94,631	401,704	336,462	341,602
Licenses and Permits	288,749	77,596	211,153	272.12%	339,828	51,079	87,931	103,427	158,128
Miscellaneous Revenues	31,480	21,658	9,822	45.35%	89,118	57,638	54,875	51,862	33,733
Taxes and Assessments	7,849,122	5,794,990	2,054,132	35.45%	8,653,973	804,851	6,312,187	6,727,154	6,403,554
Total Revenues	8,827,262	6,349,700	2,477,562	39.02%	9,933,091	1,105,829	7,123,452	7,517,187	7,190,618
Operating Expenses									
Legislation & Council	42,029	52,902	(10,873)	-20.55%	115,516	73,487	32,121	35,930	33,618
Town Manager	139,607	154,158	(14,551)	-9.44%	269,210	129,603	174,524	127,589	131,182
Town Clerk's Office	149,463	170,373	(20,910)	-12.27%	311,190	161,727	185,614	183,869	178,401
Finance	510,636	507,741	2,895	0.57%	894,821	384,185	500,519	489,040	484,773
Technical	249,153	266,394	(17,241)	-6.47%	507,346	258,193	265,402	186,499	179,584
Human Resources	162,891	177,173	(14,282)	-8.06%	341,381	178,490	194,738	168,370	173,171
Town Attorney	132,671	147,457	(14,786)	-10.03%	310,000	177,329	165,392	230,260	208,322
Communications and Business Development	248,140	266,049	(17,909)	-6.73%	539,144	291,004	210,303	239,860	159,022
Municipal Court	14,141	15,705	(1,564)	-9.96%	34,255	20,114	14,064	14,662	13,839
Police Department	487,302	499,432	(12,130)	-2.43%	1,032,734	545,432	465,227	448,119	417,604
Community Services	27,705	28,298	(593)	-2.10%	59,610	31,905	24,722	27,242	25,307
Community Grants and Contributions	53,838	53,838	-	0.00%	112,338	58,500	84,293	73,363	67,850
Roads and Bridges	306,028	394,267	(88,239)	-22.38%	1,136,648	830,620	357,122	361,461	347,613
Vehicle Maintenance	200,728	217,634	(16,906)	-7.77%	464,635	263,907	191,020	214,723	219,179
Municipal Bus	117,058	94,935	22,123	23.30%	218,440	101,382	145,615	98,685	90,331
Employee Shuttle	13,915	22,337	(8,422)	-37.70%	79,983	66,068	25,417	26,126	28,557
Parks & Recreation	189,693	229,453	(39,760)	-17.33%	514,139	324,446	181,270	223,107	246,948
Plaza Services	613,665	637,570	(23,905)	-3.75%	1,410,250	796,585	594,089	680,695	613,046
Public Refuse Removal	29,502	25,168	4,334	17.22%	61,345	31,843	24,465	28,943	31,339
Building/Facility Maintenance	126,140	141,086	(14,946)	-10.59%	285,248	159,108	112,325	98,314	85,926
Building Division	145,817	166,796	(20,979)	-12.58%	95,000	(50,817)	149,422	115,648	140,975
Housing Division Office	10,784	9,741	1,043	10.71%	438,406	427,622	9,947	9,741	9,299
Planning and Zoning Division	207,833	226,955	(19,122)	-8.43%	21,696	(186,137)	116,973	164,726	202,198
Contingency	-	-	-	NA	686,553	686,553	-	-	-
Total Operating Expenses	4,178,739	4,505,462	(326,723)	-7.25%	9,939,888	5,761,149	4,224,584	4,246,972	4,088,084
Surplus / Deficit	4,648,523	1,844,238	2,804,285	152.06%	(6,797)	(4,655,320)	2,898,868	3,270,215	3,102,534
Capital Outlay	85,212	85,200	12	0.01%	191,535	106,323	142	52,798	57,126
Surplus / Deficit	4,563,311	1,759,038	2,804,273	159.42%	(198,332)	(4,761,643)	2,898,726	3,217,417	3,045,408
Other Sources and Uses									
Sale of Assets	2,476	-	2,476	NA	-	(2,476)	-	12,496	14,183
Transfer (To) From Affordable Housing	(372,418)	(200,800)	(171,618)	85.47%	(415,792)	(43,374)	(252,965)	(311,420)	(274,646)
Transfer (To) From Affordable Housing-Housing Off	-	-	-	NA	21,696	21,696	-	-	-
Transfer (To) From Broadband	-	-	-	NA	(447,120)	(447,120)	-	-	-
Transfer (To) From Child Development	-	(36,580)	36,580	-100.00%	(126,770)	(126,770)	-	(13,619)	(42,926)
Transfer (To) From Capital Projects	(1,349)	-	(1,349)	NA	(1,046,546)	(1,045,197)	(35,068)	(20,426)	(19,724)
Transfer (To) From Debt Service	9,676	14,504	(4,828)	-33.28%	32,000	22,324	11,207	13,714	16,001
Transfer (To) From Overhead Allocation	337,278	343,016	(5,738)	-1.67%	590,993	253,715	334,200	348,494	251,255
Transfer (To) From Parking Services	-	-	-	NA	-	-	-	-	-
Transfer (To) From Conference Center	(65,691)	(65,769)	78	-0.12%	(151,538)	(85,847)	(113,803)	(104,849)	(102,882)
Transfer (To) From Tourism	58,078	36,679	21,399	58.34%	51,362	(6,716)	45,378	17,202	41,660
Transfer (To) From Vehicle/Equipment	(23,402)	-	(23,402)	NA	(290,831)	(267,429)	(62,402)	(14,602)	(251,938)
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-

	2021					2020	2019	2018	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Total Other Sources and Uses	(55,352)	91,050	(146,402)	-160.79%	(1,782,546)	(1,727,195)	(73,453)	(73,009)	(369,017)
Surplus / Deficit	\$ 4,507,959	\$ 1,850,088	\$ 2,657,871	143.66%	\$ (1,980,878)	\$ (6,488,838)	\$ 2,825,273	\$ 3,144,408	\$ 2,676,391
Beginning Fund Balance Components	Actual YTD				Annual Budget				
Emergency Reserve	\$	3,478,961			\$	3,478,961			
Unreserved		10,326,924				9,327,247			
Beginning Fund Balance	\$	13,805,885			\$	12,806,208			
YTD Ending Fund Balance Components	Actual YTD				Annual Budget				
Emergency Reserve	\$	3,478,961			\$	3,478,961			
Unreserved		14,834,883				7,346,369			
Ending Fund Balance	\$	18,313,844			\$	10,825,330			

Revenues

Taxes & Assessments - Property taxes are slightly over budget. This is mainly due to the timing of receipts. Specific Ownership taxes are over budget \$118 and are \$2,700 less than prior year. We have collected 89% of the annual budget in sales tax revenues. Construction use tax is at 92% of the annual budget.

Licenses & Permits - Construction permits are over budget \$174,000. Plumbing and Electrical permits are also over budget about \$26,000.

Intergovernmental - Intergovernmental revenues are exceeding budget in R&B taxes (\$33,300).

Charges for Services - DRB fees and plan review fees are exceeding the annual budget(s) as well as road impact fees.

Fines & Forfeitures - \$293 in fines have been assessed to date.

Investment Income - Investment income is under budget and is netted with gains or losses on investments.

Miscellaneous - Revenues are over budget due to a refund check for prior period overpayments.

Contributions - Defensible space and roof rebate contributions have been received.

Top Ten Budget Variances

Over Budget

Municipal Bus Service - \$22,123 Employee expense and gasoline are over budget.

Police - \$4,334 Overages due to the wage increase and supplies.

Finance - \$32,895 Over budget in wages due to the increase.

Housing Division (Office) - \$1,043 Over budget in wages due to the increase.

Under Budget

Road & Bridge - \$88,239 Under budget in vehicle repair & maintenance and employee expenses.

Parks and Recreation - \$39,760 Salaries and wages are under budget.

Plaza Services - \$23,905 Savings in group insurance and worker's compensation.

Building Division - \$20,979 Under budget in personnel costs and contract labor.

Town Clerk's Office- \$20,910 Under budget in electricity, live video streaming, and communications expenses.

Planning & Zoning - \$19,122 Savings in personnel costs due to a vacancy for the forester at the beginning of the year.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021						2020	2019	2018
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
Tourism Fund									
Revenues									
Business License Fees	\$ 325,772	\$ 298,416	\$ 27,356	9%	\$ 315,307	\$ (10,465)	\$ 308,259	\$ 300,908	\$ 301,174
Lodging Taxes - Condos/Homes	993,210	313,036	680,174	217%	678,055	(315,155)	556,387	678,815	582,636
Lodging Taxes - Hotels	434,810	273,185	161,625	59%	557,572	122,762	373,093	514,497	448,169
Lodging Taxes - Prior Year	6,678	-	6,678	NA	-	(6,678)	1,555	5,311	5,781
Penalties and Interest	11,988	6,761	5,227	77%	10,500	(1,488)	8,690	5,536	14,657
Restaurant Taxes	251,053	160,980	90,073	56%	295,485	44,432	210,211	267,532	246,537
Restaurant Taxes - Prior Year	84	-	84	NA	-	(84)	1,103	1,779	394
Total Revenues	2,023,594	1,052,378	971,216	92%	1,856,919	(166,675)	1,459,299	1,774,378	1,599,348
Tourism Funding									
Additional Funding	-	-	-	NA	-	-	-	29,754	11,555
Airline Guaranty Funding	949,116	445,009	504,107	113%	895,033	(54,083)	663,295	851,250	749,920
MTI Funding	1,016,401	570,690	445,710	78%	908,025	(108,376)	750,626	876,172	796,214
Total Tourism Funding	1,965,516	1,015,699	949,817	94%	1,803,057	(162,459)	1,413,921	1,757,176	1,557,688
Surplus / Deficit	58,078	36,679	21,399	58%	53,862	(4,216)	45,378	17,202	41,660
Administrative Fees									
Audit Fees	-	-	-	NA	2,500	2,500	-	-	-
Total Administrative Fees	-	-	-	NA	2,500	2,500	-	-	-
Surplus / Deficit	58,078	36,679	21,399	58%	51,362	(6,716)	45,378	17,202	41,660
Other Sources and Uses									
Transfer (To) From Other Funds	(58,078)	(36,679)	(21,399)	58%	(51,362)	6,716	(45,378)	(17,202)	(41,660)
Total Other Sources and Uses	(58,078)	(36,679)	(21,399)	58%	(51,362)	6,716	(45,378)	(17,202)	(41,660)
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021					2020	2019	2018	
	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	\$ -	\$ -	\$ -	\$ 4,245	\$ 9,130
Fines and Forfeits	26,554	19,287	7,267	38%	35,000	23,450	13,520	21,314	13,935
Gondola Parking Garage	54,903	32,500	22,403	69%	65,000	20,665	43,136	21,965	48,985
Heritage Parking Garage	144,785	56,390	88,395	157%	110,000	106,374	76,777	108,514	114,988
Parking in Lieu Buyouts	-	-	-	NA	-	-	-	-	-
Parking Meter Revenues	16,535	6,896	9,639	140%	82,000	10,390	9,594	9,802	8,106
Parking Permits	7,475	5,664	1,811	32%	10,000	6,390	4,925	9,540	4,363
Special Event Parking	-	-	-	NA	106,000	-	-	44,568	20,000
Total Revenues	250,252	120,737	129,515	107%	408,000	167,269	147,952	219,948	219,507
Operating Expenses									
Other Operating Expenses	8,150	1,121	7,029	627%	5,458	(2,692)	3,195	9,546	3,056
Personnel Expenses	69,793	73,590	(3,797)	-5%	154,999	85,206	62,377	58,486	55,431
Gondola Parking Garage	30,619	30,827	(208)	-1%	68,834	38,215	16,739	20,393	16,577
Surface Lots	9,902	9,922	(20)	0%	28,900	18,998	8,089	8,817	40,429
Heritage Parking Garage	64,997	36,969	28,028	76%	86,830	21,833	33,343	35,017	50,105
Meadows Parking	-	-	-	NA	1,000	1,000	-	-	1,000
Total Operating Expenses	183,461	152,429	31,032	20%	346,021	162,560	123,743	132,259	166,598
Surplus / Deficit	66,791	(31,692)	98,483	-311%	61,979	4,709	24,209	87,689	52,909
Capital									
Capital	14,961	15,000	(39)	0%	29,800	14,839	5,415	5,615	4,800
Surplus / Deficit	51,830	(46,692)	98,522	-211%	32,179	(10,130)	18,794	82,074	48,109
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	15,345	-	15,345	NA	-	(15,345)	-	-	-
Overhead Allocation	(19,246)	(19,246)	-	0%	(32,077)	(12,831)	(20,172)	(15,212)	(14,560)
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(3,901)	(19,246)	15,345	-80%	(32,077)	(28,176)	(20,172)	(15,212)	(14,560)
Surplus / Deficit	\$ 47,929	\$ (65,938)	\$ -	0%	\$ 102	\$ (1,378)	\$ 66,862	\$ 33,549	
Beginning Fund Balance	\$ 466,658	\$ 324,550	\$ 142,108						
Ending Fund Balance	\$ 514,587	\$ 258,612	\$ 255,975						

Parking revenues are over budget \$129,500. HPG revenues are over budget 157% and prior year 88.6%. Parking meter (surface lots) revenues are over budget 140% and over prior year 72%. GPG is over budget and prior year 69% and 27.3%. Parking fines are over budget and prior year. Personnel costs are under budget but other general expenses are over budget mainly because of communications. GPG is under budget in supplies but over budget for elevator maintenance. Surface lots is meeting budget. HPG has budget savings in tech support but is over budget in maintenance due to replacing the door. The 2021 transfer to the General Fund is \$19,246, which is the overhead allocation. \$15,345 in insurance proceeds were received for the HPG door damage from 2020.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021				2020	2019	2018		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Event Operations Funding	\$ -	\$ -	\$ -	NA	\$ -	\$ -	6,831	\$ 1,896	\$ 2,667
Event Operations Funding - TOT	-	-	-	NA	36,000	36,000	-	-	-
Capital/MR&R Grant Funding	-	-	-	NA	320,000	320,000	-	89,884	84,343
Operations Grant Funding	118,101	188,000	(69,899)	-37.18%	133,354	15,253	39,740	580,770	470,615
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Miscellaneous Revenues	-	-	-	NA	-	-	-	204	1,655
Sale of Assets	-	-	-	NA	-	-	-	-	-
TSG 1% Lift Sales	179,491	117,648	61,843	52.57%	150,000	(29,491)	146,951	183,520	151,854
TMVOA Operating Contributions	1,732,901	1,794,011	(61,110)	-3.41%	4,023,556	2,290,655	1,703,280	1,868,264	1,728,088
TMVOA Capital/MR&R Contributions	321,558	399,208	(77,650)	-19.45%	439,500	117,942	49,398	183,520	155,406
Total Revenues	2,352,051	2,498,867	(146,816)	-5.88%	5,102,410	2,750,359	1,946,200	2,908,058	2,594,628
Operating Expenses									
Overhead Allocation Transfer	16,598	27,500	(10,902)	-39.64%	55,000	38,402	14,193	20,890	26,570
MAARS	30,949	33,459	(2,510)	-7.50%	79,363	48,414	28,609	29,099	32,002
Chondola	103,493	102,750	743	0.72%	242,657	139,164	96,027	106,193	171,898
Grant Success Fees	-	-	-	NA	-	-	-	-	-
Operations	961,462	938,876	22,586	2.41%	1,952,917	991,455	785,228	902,370	705,101
Maintenance	665,318	748,406	(83,088)	-11.10%	1,436,841	771,523	739,611	695,090	652,975
FGOA	252,673	248,668	4,005	1.61%	456,132	203,459	233,134	270,640	219,617
Major Repairs and Replacements	265,818	343,468	(77,650)	-22.61%	710,000	444,182	48,825	861,837	704,938
Contingency	-	-	-	NA	120,000	120,000	-	-	-
Total Operating Expenses	2,296,311	2,443,127	(146,816)	-6.01%	5,052,910	2,756,599	1,945,627	2,886,119	2,513,101
Surplus / Deficit	55,740	55,740	-	0.00%	49,500	(6,240)	573	21,939	81,527
Capital									
Capital Outlay	55,740	55,740	-	0.00%	49,500	(6,240)	573	21,939	81,527
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

The gondola fund is \$146,800 under budgeted expenditures.

MARRS is under budget with savings primarily in worker's compensation. Chondola expenses are under budget due mainly to employee costs but is over budget in parts and supplies. Gondola operations is under budget in worker's compensation, but is over budget in group insurance. Maintenance is under budget with savings in worker's compensation and group insurance. FGOA costs are over budget mainly in communications. MR&R expenditures were for gearbox rebuilds and spare parts, window buffing, and station upgrades. Capital expense was for bike racks.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021				Annual Budget	Budget Balance	2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Child Development Fund									
Revenues									
Infant Care Fees	\$ 31,306	\$ 41,085	(9,779)	-23.80%	\$ 82,104	\$ 50,798	\$ 21,800	\$ -	\$ -
Toddler Care Fees	64,822	97,231	(32,409)	-33.33%	193,752	128,930	45,384	125,585	137,950
Preschool Fees	71,962	88,747	(16,785)	-18.91%	176,772	104,810	47,432	33,443	87,519
Fundraising Revenues - Infant	-	-	-	NA	3,550	3,550	-	-	-
Fundraising Revenues - Preschool	-	-	-	NA	5,000	5,000	-	650	-
Fundraising Revenues - Toddler	-	-	-	NA	8,450	8,450	-	265	1,950
Grant Revenues - Infant	45,679	11,167	34,512	309.05%	14,500	(31,179)	36,067	-	-
Grant Revenues - Preschool	33,079	15,606	17,473	111.96%	19,134	(13,945)	27,467	95,442	17,700
Grant Revenues - Toddler	53,906	25,423	28,483	112.04%	36,500	(17,406)	44,320	46,375	34,005
Regional Childcare Tax - Infant	-	-	-	NA	15,000	15,000	15,000	-	-
Regional Childcare Tax - Preschool	-	-	-	NA	-	-	-	-	-
Regional Childcare Tax - Toddler	-	-	-	NA	15,000	15,000	15,000	-	-
Total Revenues	300,754	279,259	21,495	7.70%	569,762	269,008	252,470	301,759	279,124
Operating Expenses									
Toddler Care Other Expense	20,902	23,240	(2,338)	-10.06%	54,306	33,404	20,483	37,730	31,376
Toddler Care Personnel Expense	108,935	108,155	780	0.72%	248,060	139,125	104,490	176,705	183,194
Infant Care Other Expense	10,408	8,985	1,423	15.84%	25,206	14,798	6,002	-	-
Infant Care Personnel Expense	52,601	66,751	(14,150)	-21.20%	141,589	88,988	48,203	-	-
Preschool Other Expense	24,899	15,770	9,129	57.89%	39,838	14,939	12,881	25,440	29,010
Preschool Personnel Expense	54,294	92,938	(38,644)	-41.58%	187,533	133,239	55,330	75,503	78,470
Total Operating Expenses	272,039	315,839	(43,800)	-13.87%	696,532	424,493	247,389	315,378	322,050
Surplus / Deficit	28,715	(36,580)	65,295	-178.50%	(126,770)		5,081	(13,619)	(42,926)
Other Sources and Uses									
Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	-	36,580	36,580	100.00%	126,770	126,770	-	13,619	42,926
Total Other Sources and Uses	-	36,580	36,580	100.00%	126,770	126,770	-	13,619	42,926
Surplus / Deficit	\$ 28,715	\$ -	\$ (28,715)	NA	\$ -		\$ 5,081	\$ -	\$ -

Child Development revenues are \$21,500 over budget. Child care fees are under projections, but grant monies make up for the loss. Operating expenses are \$43,800 under budget due primarily to personnel expenses in the infant care and preschool programs. Preschool other expense is over for playground improvements and scholarship expense, which is grant funded. The program has not required funding from the General Fund in 2021.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021				Annual Budget	Budget Balance	2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Broadband Fund									
Revenues									
Cable TV User Fees	\$ 467,307	\$ 496,953	\$ (29,646)	-5.97%	\$ 997,471	\$ 530,164	\$ 494,184	\$ 501,251	\$ 483,212
Internet User Fees	651,880	472,171	179,709	38.06%	1,012,200	360,320	559,022	547,900	515,325
Other Revenues	25,705	29,016	(3,311)	-11.41%	70,540	56,172	21,068	24,039	30,336
Phone Service Fees	14,368	18,532	(4,164)	-22.47%	35,000	9,295	18,795	20,835	21,344
Total Revenues	1,159,260	1,016,672	142,588	14.02%	2,115,211	955,951	1,093,069	1,094,025	1,050,217
Operating Expenses									
Cable TV Direct Costs	344,367	399,071	(54,704)	-13.71%	933,383	589,016	408,717	424,505	409,504
Phone Service Costs	8,609	6,341	2,268	35.77%	12,000	3,391	10,195	11,428	12,428
Internet Direct Costs	77,838	95,000	(17,162)	-18.07%	190,000	112,162	119,216	106,855	102,000
Broadband Operations	357,762	355,098	2,664	0.75%	707,803	350,041	362,851	273,706	265,591
Contingency	-	-	-	NA	3,000	3,000	-	-	2,313
Total Operating Expenses	788,576	855,510	(66,934)	-7.82%	1,846,186	1,057,610	900,979	816,494	791,836
Surplus / Deficit	370,684	161,162	209,522	130.01%	269,025		192,090	277,531	258,381
Capital									
Capital Outlay	205,979	250,144	(44,165)	-17.66%	545,000	339,021	888,624	39,050	4,922
Surplus / Deficit	164,705	(88,982)	253,687	-285.10%	(275,975)		(696,534)	238,481	253,459
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer from General Fund	-	-	-	NA	447,120	447,120	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Overhead Allocation Transfer	(102,687)	(102,687)	-	0.00%	(171,145)	(68,458)	(106,350)	(102,442)	(78,629)
Total Other Sources and Uses	(102,687)	(102,687)	-	0.00%	275,975	378,662	(106,350)	(102,442)	(78,629)
Surplus / Deficit	\$ 62,018	\$ (191,669)	\$ 253,687	-132.36%	\$ -		\$ (802,884)	\$ 136,039	\$ 174,830
Beginning (Available) Fund Balance	\$ -	\$ -	\$ -						
Ending (Available) Fund Balance	\$ 62,018	\$ (191,669)	\$ 253,687						

Residential TV revenues are under budget but bulk is over. Internet revenues are over budget 38% and over prior year 16.6%. Other revenues are under budget 11.4% due primarily to labor revenues and equipment rental. Direct costs for cable are under budget 13.7% and lower than prior year because of the transition to fiber video. Internet costs are under budget 18%. Phone service revenues are under budget by 22.5%, while phone service expenses are over budget by 36%. Broadband operating expenses are over budget due to the wage increase. Capital expenses are for continuing system upgrades.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021				Annual Budget	Budget Balance	2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Broadband Fund									
Revenues									
Cable TV User Fees	\$ 467,307	\$ 496,953	\$ (29,646)	-5.97%	\$ 997,471	\$ 530,164	\$ 494,184	\$ 501,251	\$ 483,212
Internet User Fees	651,880	472,171	179,709	38.06%	1,012,200	360,320	559,022	547,900	515,325
Other Revenues	25,705	29,016	(3,311)	-11.41%	70,540	56,172	21,068	24,039	30,336
Phone Service Fees	14,368	18,532	(4,164)	-22.47%	35,000	9,295	18,795	20,835	21,344
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Operating Expenses									
Cable TV Direct Costs	344,367	399,071	(54,704)	-13.71%	933,383	589,016	408,717	424,505	409,504
Phone Service Costs	8,609	6,341	2,268	35.77%	12,000	3,391	10,195	11,428	12,428
Internet Direct Costs	77,838	95,000	(17,162)	-18.07%	190,000	112,162	119,216	106,855	102,000
Broadband Operations	357,762	355,098	2,664	0.75%	707,803	350,041	362,851	273,706	265,591
Contingency	-	-	-	NA	3,000	3,000	-	-	2,313
Total Operating Expenses	788,576	855,510	(66,934)	-7.82%	1,846,186	1,057,610	900,979	816,494	791,836
Surplus / Deficit	370,684	161,162	209,522	130.01%	269,025		192,090	277,531	258,381
Capital									
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Surplus / Deficit	164,705	(88,982)	253,687	-285.10%	(275,975)		(696,534)	238,481	253,459
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer from General Fund	-	-	-	NA	447,120	447,120	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Overhead Allocation Transfer	(102,687)	(102,687)	-	0.00%	(171,145)	(68,458)	(106,350)	(102,442)	(78,629)
Total Other Sources and Uses	(102,687)	(102,687)	-	0.00%	275,975	378,662	(106,350)	(102,442)	(78,629)
Surplus / Deficit	\$ 62,018	\$ (191,669)	\$ 253,687	-132.36%	\$ -		\$ (802,884)	\$ 136,039	\$ 174,830
Beginning (Available) Fund Balance	\$ -	\$ -	\$ -						
Ending (Available) Fund Balance	\$ 62,018	\$ (191,669)	\$ 253,687						

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**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021				Annual Budget	Budget Balance	2020	2019	2018
	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	-	-	-	NA	-	-	4,600	-	2,017
Administration	65,691	65,769	(78)	-0.12%	131,538	65,847	59,203	48,378	46,293
Marketing	-	-	-	NA	-	-	50,000	50,000	50,000
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	65,691	65,769	(78)	-0.12%	131,538	65,847	113,803	98,378	98,310
Surplus / Deficit	(65,691)	(65,769)	78	-0.12%	(131,538)		(113,803)	(98,378)	(98,310)
Capital Outlay/ Major R&R	-	-	-	NA	20,000	20,000	-	6,471	4,572
Surplus / Deficit	(65,691)	(65,769)	78	-0.12%	(151,538)		(113,803)	(104,849)	(102,882)
Other Sources and Uses									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	65,691	65,769	(78)	-0.12%	151,538	85,847	113,803	104,849	102,882
Overhead Allocation Transfer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	65,691	65,769	(78)	-0.12%	151,538	85,847	113,803	104,849	102,882
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -		\$ -	\$ -	\$ -

Expenses for the year are HOA dues.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021				2020	2019	2018		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	NA	-	-	-	-	-
Rental Income	18,236	17,263	973	5.64%	34,630	16,394	17,689	16,459	6,810
Sales Proceeds	-	-	-	NA	-	-	-	-	-
Total Revenues	18,236	17,263	973	5.64%	34,630	16,394	17,689	16,459	6,810
Operating Expenses									
Community Garden	-	-	-	NA	750	750	75	487	-
Property Purchase Expenses	-	-	-	NA	-	-	-	-	-
Leased Properties	11,340	10,800	540	5.00%	21,600	10,260	10,200	9,929	-
HA Consultant	-	-	-	NA	-	-	-	-	-
RHA Funding	46,625	46,313	313	0.67%	92,625	46,000	92,625	50,000	50,000
Town Owned Properties	14,163	12,366	1,797	14.53%	18,506	4,343	6,716	13,823	18,987
Density Bank	16,086	17,002	(916)	-5.39%	17,002	916	16,475	14,580	8,856
Total Operating Expenses	88,214	86,481	1,733	2.00%	150,483	62,269	126,091	88,819	77,843
Surplus / Deficit	(69,978)	(69,218)	760	-1.10%	(115,853)	(45,875)	(108,402)	(72,360)	(71,033)
Other Sources and Uses									
Transfer (To) From MAP	-	-	-	NA	(60,000)	(60,000)	-	(30,000)	-
Gain or Loss on Sale of Assets	(13,164)	-	(13,164)	NA	-	13,164	-	(5,434)	-
Transfer (To) From General Fund - Sales Tax	372,418	200,800	171,618	85.47%	415,792	43,374	252,965	311,420	274,646
Transfer (To) From VCA	-	-	-	NA	(141,751)	(141,751)	-	-	-
Transfer (To) From General Fund Housing Office	-	-	-	NA	(21,696)	(21,696)	-	-	-
Total Other Sources and Uses	359,254	200,800	158,454	78.91%	192,345	(166,909)	252,965	275,986	274,646
Surplus / Deficit	\$ 289,276	\$ 131,583	\$ (157,694)	-119.84%	\$ 76,492	\$ (212,784)	\$ 144,563	\$ 203,626	\$ 203,613
Beginning Fund Equity Balance	\$ 2,553,553	\$ 2,432,635	\$ 120,918						
Ending Equity Fund Balance	\$ 2,842,829	\$ 2,564,218	\$ 278,612						

Expenses consist of HOA dues, lease payments for a rental unit, 1/2 the RHA funding, and maintenance and utilities on town owned properties.

Town of Mountain Village Monthly Revenue and Expenditure Report

June 2021

	2021						2020	2019	2018
	Actual YTD	Budget YTD	Budget Var (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 1,042,569	\$ 1,109,486	\$ (66,917)	-6.03%	\$ 2,262,740	\$ 1,220,171	\$ 962,344	\$ 1,136,047	\$ 1,135,451
Other Operating Income	48,380	45,349	3,031	6.68%	91,210	42,830	62,367	60,622	55,494
Total Operating Revenue	1,090,949	1,154,835	(63,886)	-5.53%	2,353,950	1,263,001	1,024,711	1,196,669	1,190,945
Operating Expenses									
Office Operations	97,108	108,676	(11,568)	-10.64%	220,524	123,416	101,812	100,109	93,286
General and Administrative	117,346	123,981	(6,635)	-5.35%	158,762	41,416	135,034	96,703	94,322
Utilities	164,798	153,535	11,263	7.34%	307,071	142,273	210,768	212,929	193,450
Repair and Maintenance	279,899	324,714	(44,815)	-13.80%	687,322	407,423	253,297	215,247	186,280
Major Repairs and Replacement	33,141	33,500	(359)	-1.07%	181,000	147,859	73,839	143,573	62,704
Contingency	-	-	-	NA	14,500	14,500	-	-	-
Total Operating Expenses	692,292	744,406	(52,114)	-7.00%	1,569,179	876,887	774,750	768,561	630,042
Surplus / (Deficit) After Operations	398,657	410,429	(11,772)	-3%	784,770		249,961	428,108	560,903
Non-Operating (Income) / Expense									
Investment Earning	(14)	(1,750)	1,736	-99.20%	(3,500)	(3,486)	(1,364)	(4,284)	(2,045)
Debt Service, Interest	177,200	178,000	(800)	-0.45%	354,198	176,998	184,916	190,419	196,729
Debt Service, Fees	-	-	-	NA	-	-	-	-	-
Debt Service, Principal	-	-	-	NA	434,079	434,079	-	-	-
Total Non-Operating (Income) / Expense	177,186	176,250	(936)	-0.53%	784,777	607,591	183,552	186,135	194,684
Surplus / (Deficit) Before Capital	221,471	234,179	(12,708)	-5.43%	(7)		66,409	241,973	366,219
Capital Spending	-	-	-	NA	-	-	5,529	219,396	105,904
Surplus / (Deficit)	221,471	234,179	(12,708)	-5.43%	(7)		60,880	22,577	260,315
Other Sources / (Uses)									
Transfer (To)/From General Fund	(87,280)	(87,280)	-	0.00%	(145,466)	(58,186)	(88,778)	(97,775)	(54,641)
New Loan Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Grant Revenues	(2,162)	-	(2,162)	NA	-	2,162	-	-	-
Transfer From AHDF	-	-	-	NA	141,751	141,751	-	-	-
Total Other Sources / (Uses)	(89,442)	(87,280)	(2,162)	2.48%	(3,715)	143,913	(88,778)	(97,775)	(54,641)
Surplus / (Deficit)	132,029	146,899	(14,870)	-10.12%	(3,722)		(27,898)	(75,198)	205,674

Rent revenues are under budget 6% and over prior year 8.3% because of the rent waivers. Other revenues are over budget 7% due mainly to laundry revenues and an SMPA rebate. Office operations are under budget 11% which is mainly due to employee expenses. General and administrative is under budget because of legal costs, however, association dues exceed the annual budget. Utilities are 7% over budget in electricity because of the electric submetering and over budget in cable. Maintenance is under budget 14% due to employee costs and sub contracting. MR&R expenses include carpet and vinyl replacement, appliance and hot water heater replacements, and window repairs.

**Town of Mountain Village Monthly Revenue and Expenditure Report
June 2021**

	2021						2020	2019	2018
	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)
Contributions	38,000	38,000	-	0.00%	206,000	168,000	39,800	41,600	43,325
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	436,475	449,781	(13,306)	-2.96%	480,012	43,537	507,876	527,325	521,510
Reserve/Capital/Liquidity Interest	201	1,514	(1,313)	-86.70%	2,000	1,799	1,487	2,663	2,297
Specific Ownership Taxes	9,676	14,504	(4,828)	-33.28%	32,000	22,324	11,207	13,714	16,001
Total Revenues	484,352	503,799	(19,447)	-3.86%	720,012	235,660	560,370	585,302	529,912
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	38,000	38,000	-	0.00%	76,000	38,000	39,800	41,600	43,325
2001/2011 Bond Issue - Principal	-	-	-	NA	130,000	130,000	-	-	-
2006/2014/2020 Bonds - Heritage Parking									
2014 Bond Issue - Interest	78,037	78,037	-	0.00%	144,032	65,995	122,513	125,363	128,113
2014 Bond Issue - Principal	-	-	-	NA	320,000	320,000	-	-	-
Total Debt Service	116,037	116,037	-	0.00%	670,032	553,995	162,313	166,963	171,438
Surplus / (Deficit)	368,316	387,762	(19,447)	-5.02%	49,980		398,057	418,340	358,475
Operating Expenses									
Administrative Fees	495	1,182	(687)	-58.11%	3,182	2,687	289	328	250
County Treasurer Collection Fees	13,101	14,037	(936)	-6.67%	14,797	1,696	15,244	15,834	14,065
Total Operating Expenses	13,596	15,219	(1,623)	-10.66%	17,979	4,383	15,532	16,162	14,315
Surplus / (Deficit)	354,719	372,543	(17,824)	-4.78%	32,001		382,525	402,177	344,160
Other Sources and Uses									
Transfer (To) From General Fund	(9,676)	(14,504)	4,828	-33.28%	(32,000)	(22,324)	(11,207)	(13,714)	(16,001)
Transfer (To) From Other Funds	-	-	-	NA	-	-	-	-	-
Payment to Refunding Bonds Escrow	-	-	-	NA	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(9,676)	(14,504)	4,828	-33.28%	(32,000)	(22,324)	(11,207)	(13,714)	(16,001)
Surplus / (Deficit)	\$ 345,043	\$ 358,039	\$ (12,996)	-3.63%	\$ 1		\$ 371,318	\$ 388,463	\$ 328,159
Beginning Fund Balance	\$ 369,490	\$ 405,573	\$ (36,083)						
Ending Fund Balance	\$ 714,533	\$ 763,612	\$ (49,079)						

**TOWN OF MOUNTAIN VILLAGE
COLORADO**



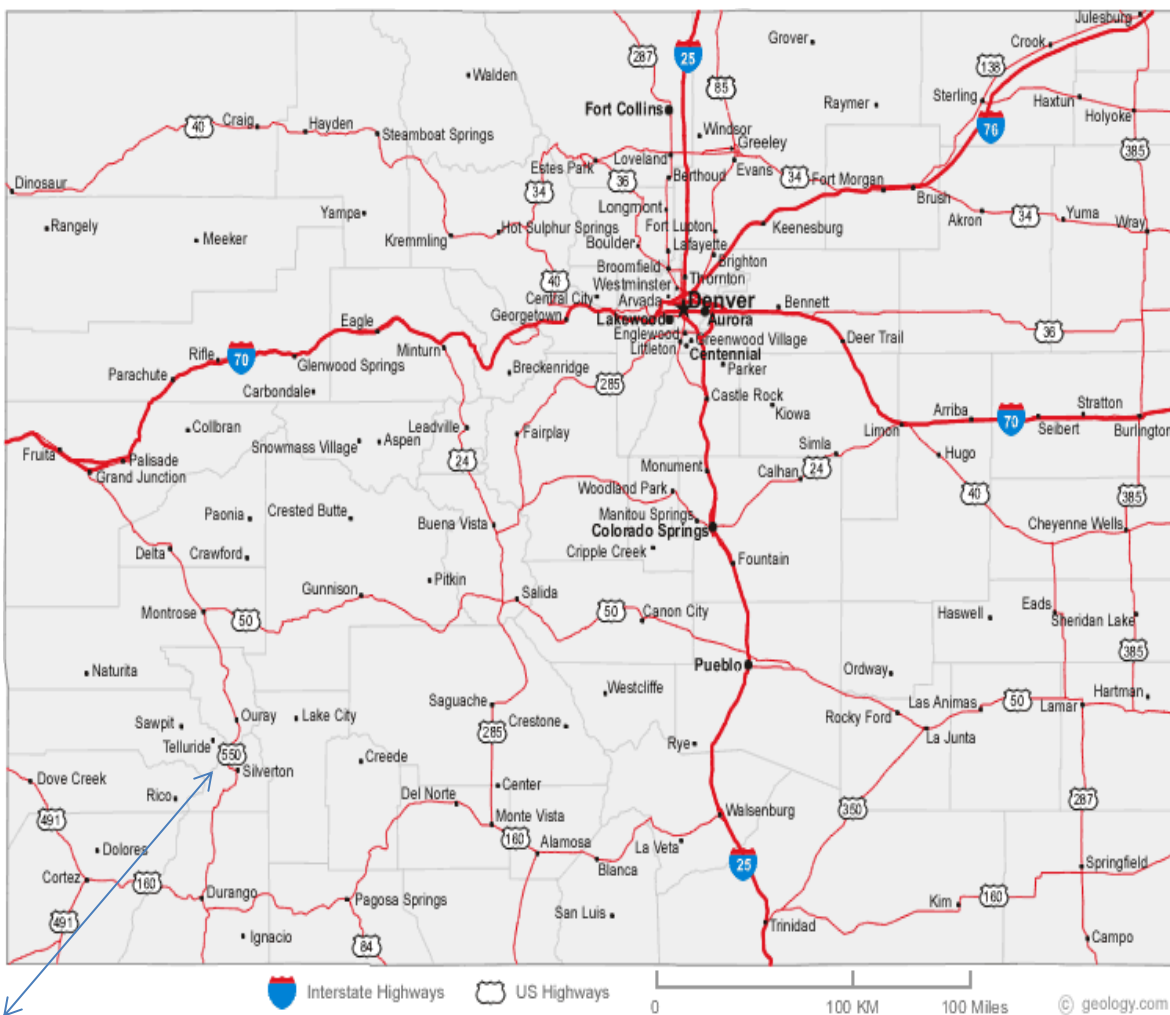
Gondola Dining Cabins

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Year Ended December 31, 2020

ABOUT MOUNTAIN VILLAGE

Situated in the heart of the breathtaking San Juan Mountains, Mountain Village was incorporated in 1995 as a home rule municipality. Its founders envisioned a European-style ski-in/ski-out, pedestrian-friendly destination resort that would complement the historic mining town of Telluride. A three-stage gondola transportation system connects the Town of Mountain Village with the Town of Telluride. Situated at 9,500 feet, Mountain Village is comparably a world apart from other resorts: it is innately spectacular, beautifully orchestrated and planned, and overflowing with style, charm and sophistication. For more information, please visit us on the Web at www.townofmountainvillage.com.



Mountain Village

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**Town of Mountain Village Colorado
Comprehensive Annual Financial Report
For the Year Ended December 31, 2020**



**Mayor, Laila Benitez
Mayor Pro Tem, Dan Caton
Council Members: Peter Duprey, Patrick Berry,
Jack Gilbride, Natalie Binder, Marti Prohaska
Town Manager, Kim Montgomery**

**Prepared by:
Julie Vergari, Chief Accountant
With contributions from The Finance Department of the Town of
Mountain Village
Kevin Swain, Treasurer and Finance Director
Kate Burns, Controller
Kathy Smith, Accounts Payable Technician
Katherine Sulky, Billing Services Specialist
Patrick Dasaro, Payroll Technician**



June 30, 2021

To the Honorable Mayor, Members of the Governing Town Council and Citizens of the Town of Mountain Village:

The Comprehensive Annual Financial Report of the Town of Mountain Village (the "Town") for the year ended December 31, 2020, is hereby submitted as mandated by the Town's home rule charter and state statutes. The charter and statutes require that the Town issue annually a report on its financial position and activity, and that this report be audited by an independent firm of certified public accountants. Responsibility for both the accuracy of the presented information and the completeness and fairness of the presentation, including all disclosures, rests with the Town's management. We believe the information as presented is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the Town. All disclosures necessary to enable the reader to gain an understanding of the Town's financial activities have been included.

Governmental Structure, Local Economic Condition and Outlook

The Town, incorporated under a Home Rule Charter in 1995, is located in the San Juan Range of the Rocky Mountains, in southwest Colorado, in San Miguel County, and consists of approximately 2,100 acres of land. The Town is an upscale European styled resort-oriented community situated in the mountains above and adjacent to, the Town of Telluride and includes a large part of the Telluride Ski Area. The Town also has the power, by state statute, to extend its corporate limits by annexation, which is done periodically when deemed appropriate by the governing Town Council.

The Town has operated under a council-mayor form of government since its inception. Policy-making and legislative authority are vested in the governing council; certain executive authority rests with the Mayor. The governing council ("Town Council" or the "Council") is responsible, among other things, for passing ordinances, adopting the budget and appointing committees. The Mayor is selected from within the Town Council and his or her tenure in office is subject to termination at any time by the Town Council. The Mayor is responsible, among other things, for appointing the various officials of the Town and is empowered to carry out the policies and ordinances of the Town Council.

The Council is elected on a non-partisan basis. Council members are elected at large to four year staggered terms.

It was determined by the Mountain Village Metropolitan District (“The District”) and the Town that it was in the best interests of the residents of the Town and the District that the District be dissolved and that the Town assume the governmental services and functions currently performed by the District. On December 13, 2006, the District Court, San Miguel County, Colorado approved the dissolution of the District effective January 1, 2007, which was approved by the District’s electors on November 7, 2006. The District stays in existence to the extent necessary to provide for the payment of the debt service requirements of its outstanding General Obligation Bonds. The Council of the Town is responsible for setting an annual mill levy on behalf of the District for the payment of the debt service requirements. The Town assumed the assets and all other obligations of the District effective January 1, 2007.

The Town is a body corporate and politic with all of the powers of a public or quasi-municipal corporation and is a political subdivision of the State of Colorado. The Town was organized for the purpose of providing for its residents various governmental services including, but not limited to, general governmental services, (affordable housing, building code enforcement, planning, zoning and design review) and law enforcement. The Town is empowered to levy taxes subject to voter authorization and may issue bonds. The Town imposes certain fees and charges upon its residents and users for design review, plan review, inspection, planning and zoning. Mountain Village has a zoned “person equivalent density” of just over 8,500. Currently 61% of this density has been constructed. Approximately 210 persons equivalent density is under construction or in the design review process. The U.S. Census 2019 estimate for Mountain Village permanent population is 1,444 people, and the 2020 assessed valuation of the Town is \$310,031,920.

The Town has recently enjoyed several years of favorable economic conditions which resulted in operating surpluses allowing investments in affordable housing and the growth of fund reserves. While the Town has grown and begun to mature as a stable resort destination, it is still reliant on real estate development. In March of 2020 the Town enacted an emergency declaration in response to the COVID-19 global pandemic. The County of San Miguel managed the local health emergency by ordering a closing and quarantine for all county citizens. As of June 1, 2021, the County and the Town have begun to host festivals and other regular summertime activities. The 2020/2021 ski season was open during the scheduled dates. The economic impact of the reopening was better than anticipated and the Town looks forward to more “normalcy” in the coming months.

The strong financial condition of the Town is creating a buffer to the uncertainty being created by the ongoing unknowns due to the pandemic. Although the Town’s finances have stabilized recently, the Town is faced with new challenges to meet increased demand for services, facilities and amenities triggered by the local growth. As the Village grows, demand for more affordable housing, childcare services and improved facilities are of primary concern. It will require significant financial resources to address these municipal needs in the upcoming years.

Financial Information

Management of the Town is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the organization are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable assurance, but not absolute assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The Town maintains extensive budgetary controls. The objective of these controls is to ensure compliance with the legal provisions embodied in the annually appropriated budget approved by the Council. Financial activities of the Town's governmental funds are included in the annual appropriated budget. The point of budgetary control (i.e. the level at which expenditures cannot legally exceed the appropriated amount) is at the fund level. In order to address long range financial planning issues, a long-range financial plan is maintained and revised periodically by the Council. As demonstrated by the statements and schedules included in the financial section of this report, the Town continues to meet its responsibility for sound financial management.

Generally accepted accounting principles require that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis ("MD&A") which can be found immediately following the independent auditor's report.

Long Term Financial Planning

As part of the Town's annual budget process, a five year financial plan for all funds and operations of the Town is updated and included as part of the budget adoption process. Revenue projections are updated and all Town department and fund budgets are forecast for the upcoming five years.

Independent Audit

State statutes require an annual audit by independent certified public accountants. The firm of Chadwick, Steinkirchner, Davis, & Co. has been retained to audit the Town. The auditors used Generally Accepted Auditing Standards in conducting the engagement. The auditor's report in the general-purpose financial statements, and combining and individual fund statements and schedules, is included in the financial section of this report.

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town for its comprehensive annual financial report for the year ended December 31, 2019. This was the twenty-first consecutive year that the Town has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgements

I would like to express my appreciation to all members of the Town's staff who assisted and contributed to the preparation of this report. I would also like to thank the Mayor and the Council for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Kim Montgomery', with a long horizontal line extending to the right.

Kim Montgomery
Town Manager

Town of Mountain Village Organizational Chart Voters/Electorate Town Council (Legislative) Mayor (Executive)		
<u>Town Offices</u> Town Manager Town Attorney Town Clerk Town Treasurer	<u>Departments</u> Planning & Development Services, Public Safety, Road & Bridge, Transportation, Recreation, Public Works, Vehicle Maintenance, Plaza & Environmental Services, Communications & Business Development, Human Relations	<u>(Judicial)</u> Municipal Court
	<u>Enterprise Operations</u> Broadband Services Water & Sanitary Sewer Conference Center Child Development Housing Authority Parking Services	

**List of Elected and Appointed Officials
December 31, 2020**

Elected Officials

- | | |
|-------------------------|---------------------------|
| Council Member-At large | Laila Benitez (Mayor) |
| Council Member-At large | Jack Gilbride |
| Council Member-At large | Patrick Berry |
| Council Member-At large | Marti Prohaska |
| Council Member-At large | Dan Caton (Mayor Pro Tem) |
| Council Member-At large | Peter Duprey |
| Council Member-At large | Natalie Binder |

Appointed Officials

- | | |
|------------------------------------|-----------------|
| Town Manager | Kim Montgomery |
| Town Attorney (Contracted) | Paul Wisor |
| Town Clerk | Susan Johnston |
| Town Treasurer | Kevin Swain |
| Director of Planning & Development | Michelle Haynes |
| Police Chief | Chris Broady |

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Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Mountain Village
Colorado**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

December 31, 2019

Christopher P. Morill

Executive Director/CEO

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Independent Auditors Report

**INDEPENDENT AUDITOR'S REPORT**

June 30, 2021

To the Town Council
Town of Mountain Village, Colorado

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Mountain Village, Colorado as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Mountain Village, Colorado, as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Town of Mountain Village, Colorado
June 30, 2021

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 7–15 and 77–79 and the pension and OPEB schedules on pages 80–83 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Mountain Village's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, budget to actual fund schedules, the Local Highway Finance Report and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements, budget to actual fund schedules for the debt services fund, proprietary funds and non-major governmental funds, the Local Highway Finance Report, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, budget to actual fund schedules for the debt service fund, proprietary funds and the nonmajor governmental funds, the Local Highway Finance Report, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2021, on our consideration of the Town of Mountain Village's internal control over financial reporting and on our tests



Town of Mountain Village, Colorado
June 30, 2021

of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Mountain Village, Colorado's internal control over financial reporting and compliance.

Chadwick, Steinkirchner, Davis & Co., P.C.

Management's Discussion and Analysis

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TOWN OF MOUNTAIN VILLAGE, COLORADO

Management's Discussion and Analysis

For the Year Ended December 31, 2020

As management of the Town of Mountain Village (the Town), we offer readers of these financial statements this summary overview and analysis of the financial activities and position through and as of December 31, 2020. We encourage readers to consider the information presented in conjunction with the additional information furnished in our basic financial statements to more thoroughly understand the financial activities and position of the Town.

A. Financial Highlights

- Net Position (excess assets/deferred outflows over liabilities/deferred inflows) increased \$3 million from \$60.8 to \$63.8 million.
- Sales taxes collections decreased because of the pandemic, but not as dramatically as first anticipated, 6.4% less than 2019.
- The effect of the Gallagher Amendment to the Colorado Constitution was less impactful than expected due to new residential construction in the Town and action by the State of Colorado to lessen the reduction of the residential component of the aggregated assessed valuation in Colorado.

Transfer of assets and assumption of services of the Mountain Village Metropolitan District. The Mountain Village Metropolitan District (the District) was established on September 12, 1983 for the purpose of providing certain services including: domestic water, wastewater treatment, drainage, roads, television relay and translator facilities, public parks and recreation facilities, and transportation. It was determined by the District and the Town that it is in the best interests of the residents of the Town and the District that the District be dissolved and that the Town assume the governmental services and functions currently performed by the District. On December 13, 2006, the District Court, San Miguel County, Colorado approved the dissolution of the District effective January 1, 2007, which was approved by the District's electors on November 7, 2006. **The District will stay in existence to the extent necessary to provide for the payment of the debt service requirements of its outstanding General Obligation Bonds.** The Town Council will be responsible for setting an annual mill levy on behalf of the District for the payment of the debt service requirements. The Town assumed the assets and all other obligations of the District effective January 1, 2007.

B. Overview of Financial Statements

This discussion and analysis is intended to serve as the introduction to the Town's basic financial statements. The basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements- The government-wide financial statements are designed to provide readers with a broad overview of the organization's finances in a similar manner to a private sector business.

The statement of net position presents information on all of the organization's assets, deferred outflows, liabilities, and deferred inflows, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the organization's financial condition is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of timing of cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements distinguish functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities include general government, economic development, debt service, capital projects, culture and recreation, and transportation. The business-type activities include affordable housing rental and development, cable television, water and sewer, conference center, child development, parking services, and regional communications.

Fund Financial Statements- A fund is a group of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance related legal requirements. The Town funds are separated into two classifications: governmental funds and enterprise (proprietary) funds.

Governmental Funds- Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of expendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental activities in the government-wide financial statements. By doing so, readers may more thoroughly understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and statement of revenues, expenditures and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. The governmental funds are separated into the following major funds: General Fund, Gondola Special Revenue Fund, and as a unit of The Town, Debt Service Fund. All non-major funds (Capital Projects Fund, Vehicle and Equipment Acquisition, Historical Museum and Tourism Funds) are combined as other governmental funds.

An annual appropriated budget is adopted for all governmental funds. A budgetary comparison statement has been provided for these funds to demonstrate compliance with the budgets.

Enterprise Funds- Enterprise funds (proprietary) are used to report the same functions presented as business-type activities in the government-wide financial statements, only in more detail. The enterprise funds are used to account for child development, regional communications and affordable housing programs. The Town's major enterprise funds are the Housing Authority Fund, Cable, and the Water and Sewer Fund. All non-major funds (Child Development, Parking Services, Telluride Conference Center) are combined as other enterprise funds.

Notes to Financial Statements The notes provide additional information that are essential to full understanding of the data provided in the various financial reports.

Other Information In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which is required to be disclosed by the *Governmental Accounting Standards Board*.

Capital Assets- Beginning with the 2004 financial statements, the Town must comply with the capital assets reporting requirements as specified in Governmental Accounting Standards Board Statement 34 (GASB 34). One of the requirements is to report capital assets in the government-wide financial statements. The Town has complied with these requirements.

In addition, beginning with the 2007 financial statements, the Town must report on its capital assets. In anticipation of this requirement, the Town decided to report its capital assets beginning with the 2004 financial statements. Accordingly, the government-wide financial statements include information about capital assets and the related expenses.

Fund Balance- Effective with financial reporting periods beginning after June 15, 2010, Governmental Accounting Standards Board Statement 54 (GASB 54) requires the classification of fund balance in governmental funds. The objective is to enhance the usefulness of fund balance information. The Town has complied with GASB 54 requirements starting with its 2009 financial statements.

C. Government-wide Financial Analysis

At the close of 2020, the total Net Position was \$63.8 million, an increase of \$3 million from prior year which is primarily a result of OPEB and Pension adjustments, and controlled spending.

Statements of Net Position						
December 31, 2020 and 2019						
	Governmental Activities		Business - Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and Other Assets	\$ 30,136,627	\$ 21,092,734	\$ 12,572,145	\$ 10,428,629	\$ 42,708,772	\$ 31,521,362
Capital Assets	43,188,323	44,772,207	23,399,245	22,755,038	66,587,568	67,527,245
Total Assets	73,324,950	65,864,941	35,971,389	33,183,667	109,296,339	99,048,607
Deferred Outflow of Resources	1,871,793	3,187,952	243,431	574,838	2,115,224	3,762,789
Current Liabilities	11,075,092	12,982,670	2,703,754	3,392,522	13,778,846	16,375,191
Non - Current Liabilities						
Due Within One Year	531,185	491,620	432,904	418,439	964,089	910,059
Due In More Than One Year	14,559,299	9,095,312	10,624,051	11,056,956	25,183,350	20,152,268
Total Liabilities	26,165,576	22,569,602	13,760,709	14,867,917	39,926,285	37,437,519
Deferred Inflow of Resources	7,103,633	4,553,304	568,738	278	7,672,371	4,553,582
Net Position						
Net Investment in Capital Assets	35,107,676	35,801,450	12,342,293	11,279,643	47,449,969	47,081,093
Restricted for Debt Service	369,489	405,573	852,589	855,337	1,222,078	1,260,910
Restricted for Emergencies	517,614	543,493	-	-	517,614	543,493
Unrestricted	5,932,755	5,179,470	8,690,493	6,755,331	14,623,248	11,934,800
Total Net Position	\$ 41,927,534	\$ 41,929,986	\$ 21,885,375	\$ 18,890,311	\$ 63,812,909	\$ 60,820,297

For a full summary of the Town's Net Position, please see page 21 of this report.

For a full summary of the Town's changes in Net Position, see page 22 of this report.

Statements of Changes in Net Position						
For the Years Ended December 31, 2020 and 2019						
	Governmental Activities		Business - Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues						
Program Revenues						
Charges for Services	\$ 1,479,401	\$ 1,509,454	\$ 8,586,986	\$ 8,712,323	\$ 10,066,387	\$10,221,777
Operating Grants and Contributions	4,624,400	4,780,757	302,642	97,055	4,927,042	4,877,812
Capital Grants and Contributions	839,370	737,062	33,680	118,829	873,050	855,891
Total Program Revenues	6,943,171	7,027,273	8,923,308	8,928,208	15,866,479	15,955,481
General Revenues						
Property and Specific Ownership Taxes	4,875,677	4,741,287	-	-	4,875,677	4,741,287
Sales and Use Taxes	5,495,076	5,819,146	-	-	5,495,076	5,819,146
Lodging and Restaurant Taxes	2,356,895	2,558,945	-	-	2,356,895	2,558,945
Miscellaneous	76,614	90,710	127,857	114,070	204,471	204,780
Investment Earnings	192,297	283,186	1,379	7,830	193,676	291,016
Gain on Sale of Assets	-	26,316	-	(3,208)	-	23,108
Total General Revenues	12,996,559	13,519,590	129,237	118,691	13,125,796	13,638,281
Total Revenues	19,939,730	20,546,863	9,052,545	9,046,899	28,992,275	29,593,762
Expenses						
General Government	3,621,340	2,347,539	-	-	3,621,340	2,347,539
Gondola Operations and Capital Expenditures	4,160,226	3,823,499	-	-	4,160,226	3,823,499
Public Safety	1,183,865	1,151,101	-	-	1,183,865	1,151,101
Roads and Bridges	1,500,271	1,796,339	-	-	1,500,271	1,796,339
Culture and Recreation	501,008	552,237	-	-	501,008	552,237
Equipment & Property Maintenance	2,254,858	2,345,565	-	-	2,254,858	2,345,565
Transportation	1,559,931	1,554,403	-	-	1,559,931	1,554,403
Water & Sewer	-	-	2,357,119	2,201,198	2,357,119	2,201,198
Broadband	-	-	1,891,688	1,721,322	1,891,688	1,721,322
Telluride Conference Center	-	-	490,449	482,538	490,449	482,538
Economic Development	3,252,865	3,513,504	-	-	3,252,865	3,513,504
Housing Authority	-	-	2,502,582	2,458,320	2,502,582	2,458,320
Parking Services	-	-	308,866	434,665	308,866	434,665
Daycare Program	-	-	414,594	547,267	414,594	547,267
Regional Communications System	-	-	-	-	-	-
Total Expenses	18,034,365	17,084,187	7,965,299	7,845,310	25,999,664	24,929,497
Change in Net Position before Transfers	1,905,365	3,462,676	1,087,246	1,201,589	2,992,611	4,664,265
Transfers	(1,907,818)	(686,275)	1,907,818	686,275	-	-
Change in Net Position	(2,453)	2,776,401	2,995,064	1,887,864	2,992,611	4,664,265
Beginning Net Position	41,929,987	39,153,586	18,890,311	17,002,447	60,820,297	56,156,033
Ending Net Position	\$ 41,927,534	\$41,929,987	\$ 21,885,375	\$18,890,311	\$ 63,812,909	\$60,820,297

D. Financial Analysis of the Town's Funds

As noted earlier, fund accounting is used to ensure and demonstrate compliance with finance related legal requirements. The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of expendable resources. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The Town's Governmental Funds are comprised of the following:

- General Fund
- Gondola Fund (special revenue)
- Tourism Fund (special revenue)
- Historical Museum Fund (special revenue)
- Debt Service Fund (acting for the Mountain Village Metropolitan District)
- Vehicle and Equipment Acquisition Fund
- Capital Projects Fund

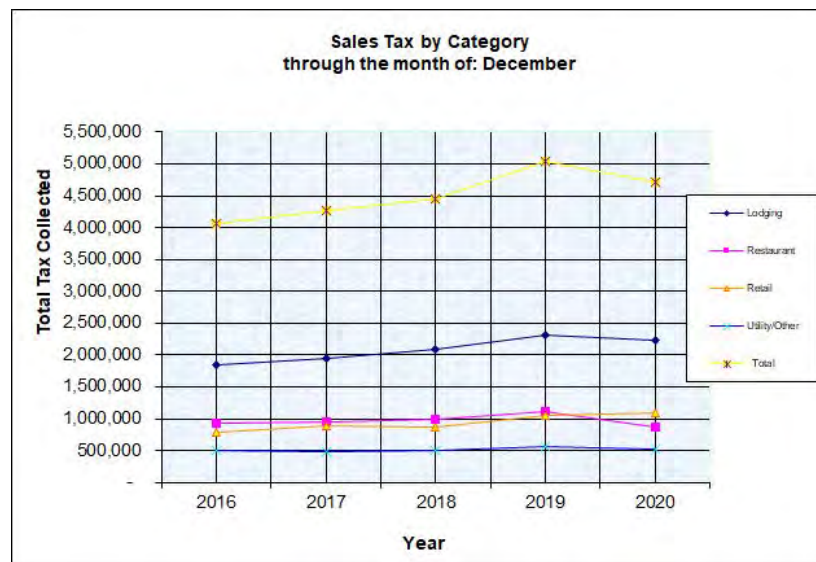
General Fund

Revenues of \$12.1 million were over budgeted expectations by \$523,900. Expenditures came in under budget by \$269,400 leaving the general fund a surplus of \$92,300 after inter-fund transfers. Budget savings were due to the controlling expenditures and savings in employee expenses because of furloughs, vacancies and turnover. Total fund balance remains healthy at \$13.8 million.

Sales Tax

Sales tax revenues of \$4.7 million decreased from prior year by \$322,300 or 6.4%. Sales tax decreases were noticed most heavily in the restaurant category. However, retail increased due to the requirement for out of area retailers to collect and remit local taxes to municipalities. Please see detailed analysis that follows.

Actual Sales Tax Base By Class, Through December 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	40,954,783	43,143,970	5%	46,228,740	7%	51,558,085	12%	49,599,801	(1,958,284)	-3.80%
Restaurant	20,589,021	21,149,461	3%	22,104,608	5%	24,655,994	12%	19,416,875	(5,239,119)	-21.25%
Retail	17,407,997	19,663,256	13%	19,245,734	-2%	23,196,007	21%	24,395,169	1,199,162	5.17%
Utility/Other	11,122,171	10,939,985	-2%	11,224,623	3%	12,535,053	12%	11,404,590	(1,130,462)	-9.02%
Total	90,073,972	94,896,671	5%	98,803,705	4%	111,945,139	13%	104,816,436	(7,128,703)	-6.37%



Tourism Fund

Lodging taxes, restaurant taxes and business license fees flow through this fund, to fund various Mountain Village marketing, promotion and economic development programs. Those programs include general regional marketing, promotion and group sales activity through Marketing Telluride Inc. (MTI) and various airline guaranty programs through the Telluride and Montrose Regional Air Organization (TMRAO).

Lodging tax receipts of \$1.97 million were down 4.7% from prior year, and restaurant tax receipts of \$385,935 show a decrease of 21.8% from prior year. 2020 cash receipts include prior year taxes which are shown in the proper periods in the tables below. Business license fees of \$325,546 increased over prior year activity by less than 1%. Tourism activity generated approximately \$1.34 million for the airline guaranty program and \$1.28 million for regional marketing programs and group sales efforts. Overall, the town’s tourism fund reinvested over \$2.6 million back into the region to support the various businesses operating in the community. Please see the lodging and restaurant tax revenue summary below for further information.

Town of Mountain Village Colorado Lodging Tax Summary									
	2016	2017	2018	2019	2020		2019	2020	Budget
	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)		Var %	Budget	Var %
Total	1,590,676	1,725,680	1,846,001	2,066,729	1,970,384		-4.66%	1,898,752	3.64%
Tax Base	39,766,902	43,142,003	46,150,032	51,668,223	49,259,602			47,468,800	

	2016	2017	2018	2019	2020		2019	2020	Budget
	Activity (2%)	Activity (2%)	Activity (2%)	Activity (2%)	Activity (2%)		Var %	Budget	Var %
Total	411,969	423,017	442,390	493,579	385,935		-21.81%	380,017	1.53%
Tax Base	20,598,437	21,150,852	22,119,524	24,678,936	19,296,742			19,000,850	

Vehicle and Equipment Acquisition Fund

Purchases in 2020 were for two police vehicles with specialized equipment and our Bobcat lease exchange. Total expenditures in 2020: \$93,516.

Capital Projects Fund

Activity in the Capital Projects Fund was for consulting fees for safety improvements and expenses for a vehicle shop remodel. Total for 2020: \$63,305

Historical Museum Fund

The Town instituted a voter approved mill levy January 1, 2005 for the purpose of providing funding to the Telluride Historical Museum for operating costs. The property taxes generated for this purpose in 2020 were approximately \$102,165 less \$2,050 in treasurer’s fees.

Gondola Fund

The Gondola Fund is used to account for the activity of financing, improving and operating the Gondola and Chondola transit system. The costs for this program are funded through contributions from TMVOA, Telluride Ski and Golf Company (Telski), as well as contributions and charges for extended operating hours. Current year funding of \$4.26 million was primarily provided by TMVOA (66%), with contributions of approximately \$2.8 million, \$187,360 (4%) provided by TSG from lift ticket sales, \$1.2 million in grant funding (28%). TOT contribution of \$36,000, and event operations funding of \$6,831. Fund expenditures of \$4.26 million decreased over prior year by \$765,600.

Decreases from prior year are primarily the result of early closure of the gondola due to the early closure of the ski area and capital outlay.

Debt Service Fund

Current year debt service activity reflected \$1,195,000 in debt reduction (or 14%) from the prior year’s outstanding bond level. The total general obligation bond debt outstanding at 12/31/2020 was \$7,970,000.

	2017	2018	2019	2020
Assessed Valuation	289,947,030	290,861,460	314,681,000	310,031,920
Tax Supported Bonds Outstanding	7,110,000	6,835,000	6,550,000	6,070,000
% of Tax Supported Bonds Outstanding vs. AV	2%	2%	2%	2%
Mill Levy	1.904	1.91	1.7415	1.5483
Self Supported Bonds Outstanding	2,255,000	2,140,000	2,020,000	1,900,000

The Town’s enterprise funds are comprised of the following:

- Housing Authority
 - Village Court Apartments (Affordable Housing)
 - Affordable Housing Development Fund
 - Mortgage Assistance Pool Fund
- Child Development Fund
- Broadband Fund
- Water and Sewer Fund
- Telluride Conference Center Fund
- Parking Services Fund

Village Court Apartments

VCA net operating income of \$1.1 million (before capital and debt service obligations) decreased from prior year by \$.1 million. Operating revenues of \$2.4 million stayed about the same as prior year. Operating costs of \$1.2 million increased slightly from prior year mainly due to increases in rates for certain expenses such as association dues. Long term bonds and other debt were refinanced in 2014 to take advantage of continued low interest rates and longer term financing availability. That debt was reduced by \$418,441 in 2020.

Affordable Housing Development Fund

Since 2007, The Town pledged 11.11% of sales taxes to the affordable housing development fund, 2020 contributions were \$524,406. Expenses of \$137,870 were for HOA dues and other small repair items for Town owned units, as well as support to the Regional Housing Authority.

Mortgage Assistance Pool Fund

\$30,000 in mortgage assistance was granted.

Child Development Fund

The Town has operated daycare services since 2004. In September of 2009, the director launched a preschool, in addition to the daycare and the fund is now called the Child Development Fund with daycare and preschool activities as individual departments. The daycare program provides services for approximately 21 children (6 infants and 15 toddlers) and the preschool accommodates up to 15 children. The program shut down in Mid-March and did not re-open until June of 2020. Capacity was limited upon re-opening and periodic shutdowns occurred because of Covid-19. The preschool showed a deficit of \$3,208 and the daycare a deficit of \$121,605. General Fund subsidy requirement of \$124,813 for the program was up \$19,795 from 2019.

Parking Services Fund

Operating costs in 2020 of \$303,450 include personnel, utilities, and maintenance, were offset by parking fees of \$539,123, which includes fines of \$22,807 and a parking buyout of \$130,000. Any deficit is funded by transfer from the general fund but was not required this year. In 2020, expenses were under budget \$16,042 due mainly to savings in supplies and maintenance costs. The gondola intercept parking bonds are not accounted for in this fund; rather it is in the Debt Service Fund.

Water and Sewer Fund

The fund generated a surplus and added to reserves in the amount of \$890,000. Operating expenditures of \$1.6 million were \$117,500 more than prior year due mainly to regional sewer charges. Capital investment of \$507,000 was for regional sewer system improvements, new wells and pumps, and the “Ski Ranches” improvements. Remaining available reserves remain adequate.

Broadband Fund

Revenues of 2.2 million surpassed prior year performance by \$29,000 due mainly to growth in internet subscribers, although TV subscribers continue to decrease. Operating expenses totaling \$1.7 million were \$12,900 less than prior year due to the decreasing TV subscribers. The cable fund was able to return to the General Fund a transfer of \$188,529 which is the overhead administrative allocation and support fees for the local television station, but the General Fund transferred back \$1.6 million to help fund a “fiber to the home” capital project expected to be finished in 2021. 2020 capital expense was \$1.9 million.

Telluride Conference Center

In October 2009, the conference center operations were turned over to an outside local contractor. The required transfer from the general fund of \$211,700 was for HOA dues, marketing, and contract labor. Under the agreement, the town continues to fund these costs, and upon certain thresholds being met, will share in a portion of the revenues earned.

E. General Fund Budgetary Results

The General Fund finished the fiscal year with a surplus of \$92,300. The budgeted deficit was \$917,400. The budgetary variance was the result of total expenditures coming in under budget by \$269,410, revenues exceeding budget by \$523,856 and other sources and uses under budget by \$216,418. Budget savings were due to the controlling expenditures and savings in employee expenses because of furloughs, vacancies and turnover. Revenues came in over the revised budget expectations primarily in sales tax.

F. Capital Asset and Debt Administration

Capital Assets

The Town’s investment in capital assets for its governmental activities decreased by \$1.6 million, from \$44,772,207 to \$43,188,323, due to depreciation. The Town’s investment in capital assets for its business-type activities, which include Village Court Apartments, other affordable housing endeavors, the water and sewer system, and the regional communication system increased \$644,209 from \$22,755,038 to \$23,399,246 primarily as a result of additions.

Additional information on the Town’s capital assets can be found in Note 9.

Long-Term Debt

Total outstanding debt at the beginning of the fiscal year amounted to \$8,570,000. Throughout the year, \$600,000 was paid bringing the outstanding bond debt down to \$7,970,000 at year end. A

portion of the 2014 bonds outstanding were refunded on an advance refunding basis on October 22, 2020 from the proceeds of the General Obligation Refunding Bonds Series 2020.

Additional information on the Town's long-term debt can be found in Note 10.

Economic Factors and Budgetary Impacts

Prior to 2008 the Town enjoyed several years of favorable economic conditions which resulted in operating surpluses allowing investments in affordable housing and the growth of fund reserves. While the Town has grown and begun to mature as a stable resort destination, it is still very much reliant on real estate development. As the national economy exited from a global recession in 2011 the pace of real estate development and property sales accelerated and the result has been a bottoming and now a property tax base beginning to recover its value lost during the recession. New challenges related to this recovery have arisen in Colorado as a result of the Constitutional amendment known as the Gallagher Amendment passed in 1982. By way of this amendment the taxable values for residential property have been reduced. The result is a lowering of the tax base and reduced revenue from the residential assessment for property tax. The impact has been lessened by new construction being added to the property valuation roll in Mountain Village and the State of Colorado acting to lessen the reduction to the residential component in order to slow the further erosion of the assessed valuation taxable across the state. As a result the near term fiscal impact has been minimal.

On March 14, 2020, the Governor of Colorado ordered all ski areas to be closed on March 15th, 2020. At that time the Town enacted an emergency declaration in response to the COVID-19 global pandemic. The County of San Miguel managed the local health emergency by ordering a closing and quarantine for all county citizens. The impact of the early closing of the ski resort in March was negative but offset by a strong season up until that point with surpluses generated to offset the shortfalls in March and April. The Town of Mountain Village is heavily reliant on ski visitors in the winter and various festivals in the summer as a source of local taxes. All of the festivals were cancelled for the summer of 2020. At June 1, 2020, the County and the Town went into a phased re-opening for limited lodging and restaurant business and for socially distanced construction projects. The economic impact of the reopening made the summer season on par with prior year levels, even though none of the normal summertime festivals took place.

The Town was projecting a budget shortfall of 44% in sales tax for the 2020 tax year. The actual shortfall from the original budget was 7%. Overall the Town expected general fund revenues to be 13% under the original budgeted expectations but was 5% over the original budget. This was mainly due to grant revenues. Capital expenditures were cancelled or postponed and certain employees were furloughed, totaling approximately 50% of the anticipated revenue shortfalls. The Town took conservative measures to mitigate the impact. The Town has healthy reserves but took a cautious approach knowing that the shortfalls could extend into the next fiscal year.

Request for Information

This financial report is designed to provide a general overview of the Town of Mountain Village's finances for all those with an interest in the Town's finances. Questions concerning any of the information provided in the report or requests for additional information should be addressed to:

Chief Accountant
Town of Mountain Village
455 Mountain Village Blvd-Suite A
Mountain Village, CO 81435
970.369-6448 jvergari@mtnvillage.org

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Basic Financial Statements

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Government-Wide Financial Statements

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Town of Mountain Village
Statement of Net Position
December 31, 2020

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and Cash Equivalents (See Note 5)	\$ 7,776,155	\$ 9,966,180	\$ 17,742,335
Investments (See Note 5)	13,495,272	731,503	14,226,775
Receivables			
Grants	973,823	-	973,823
Taxes	5,432,137	-	5,432,137
Accounts	1,405,840	505,934	1,911,774
Notes (See Note 6)	-	254,000	254,000
Internal Balances	143,054	(143,054)	-
Accrued Revenues	-	-	-
Prepaid Items	194,870	1,890	196,760
Deposits (See Note 5)	11,014	6,571	17,585
Restricted Investments/Cash (See Note 5)			
Housing Authority	-	451,371	451,371
Bond Reserve Fund	704,462	-	704,462
Development Property Held for Sale (See Note 8)	-	797,749	797,749
Capital Assets			
Non-depreciable Capital Assets (See Note 9)	2,366,026	897,950	3,263,976
Depreciable Capital Assets (See Note 9)	40,822,297	22,501,295	63,323,592
Total assets	<u>73,324,950</u>	<u>35,971,389</u>	<u>109,296,339</u>
Deferred Outflow of Resources Related to Pensions (See Note 14)	1,072,414	227,886	1,300,300
Deferred Outflow of Resources Related to Other Post Employment Benefits (See Note 14)	73,434	15,545	88,979
Deferred Outflow of Resources Deferred Loss on Refunding	725,945	-	725,945
Deferred Outflow of Resources	<u>1,871,793</u>	<u>243,431</u>	<u>2,115,224</u>
Liabilities			
Accounts Payable	1,221,509	801,177	2,022,686
Accrued Expenses	281,048	146,723	427,771
Deposits	106,516	286,417	392,932
Due to Pooled Cash (See Note 5)	9,329,151	-	9,329,151
Accrued Interest Payable	18,336	-	18,336
Unearned Revenue	118,533	104,516	223,048
Noncurrent Liabilities (See Note 10)			
Due within one year	531,185	432,904	964,089
Due in more than one year:			
Other Noncurrent Liabilities	8,111,272	10,624,051	18,735,323
Net Pension Liability	5,770,317	1,221,464	6,991,781
Net OPEB Liability	677,711	143,458	821,169
Total liabilities	<u>26,165,576</u>	<u>13,760,709</u>	<u>39,926,285</u>
Deferred Inflow of Resources Related to Pensions (See Note 14)	2,532,708	536,125	3,068,833
Deferred Inflow of Resources Related to Other Post Employment Benefits (See Note 14)	154,065	32,613	186,677
Deferred Inflow of Resources Property Tax	4,416,861	-	4,416,861
Deferred Inflow of Resources	<u>7,103,633</u>	<u>568,738</u>	<u>7,672,371</u>
Net Position			
Net Investment in Capital Assets	35,107,676	12,342,293	47,449,969
Restricted For			
Debt Service	369,489	852,589	1,222,078
Emergencies	517,614	-	517,614
Unrestricted	5,932,755	8,690,493	14,623,248
Total Net Position	<u>\$41,927,534</u>	<u>\$21,885,375</u>	<u>\$ 63,812,909</u>

The accompanying notes are an integral part of the financial statements.

**Town of Mountain Village
Statement of Activities
For the Fiscal Year Ended December 31, 2020**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary Government:							
Governmental Activities:							
General Government	\$ 3,402,814	\$ 37,236	\$ -	\$ -	\$ (3,365,578)	\$ -	\$ (3,365,578)
Administration	188,890	2,991	-	-	(185,899)	-	(185,899)
Public Safety	1,183,865	4,675	-	-	(1,179,190)	-	(1,179,190)
Roads & Bridges	1,500,271	418,958	7,302	-	(1,074,011)	-	(1,074,011)
Equipment & Property Maintenance	2,254,858	-	-	-	(2,254,858)	-	(2,254,858)
Culture & Recreation	501,008	14,665	-	-	(486,343)	-	(486,343)
Parking & Transportation	5,720,157	6,831	4,593,740	69,643	(1,049,943)	-	(1,049,943)
Economic Development	3,252,865	994,045	23,358	769,727	(1,465,735)	-	(1,465,735)
Interest on Long Term Debt	29,636	-	-	-	(29,636)	-	(29,636)
Total Governmental Activities	<u>18,034,365</u>	<u>1,479,401</u>	<u>4,624,400</u>	<u>839,370</u>	<u>(11,091,194)</u>	<u>-</u>	<u>(11,091,194)</u>
Business-type Activities:							
Housing Authority	2,502,582	2,144,351	175,837	-	-	(182,395)	(182,395)
Broadband	1,891,688	2,224,411	-	-	-	332,722	332,722
Child Development	414,593	296,579	126,805	-	-	8,791	8,791
Parking Services	308,866	539,123	-	-	-	230,257	230,257
Telluride Conference Center	490,449	-	-	-	-	(490,449)	(490,449)
Water and Sewer	2,357,119	3,382,523	-	33,680	-	1,059,084	1,059,084
Total Business-type Activities	<u>7,965,298</u>	<u>8,586,986</u>	<u>302,642</u>	<u>33,680</u>	<u>-</u>	<u>958,010</u>	<u>958,010</u>
Total	<u>\$ 25,999,663</u>	<u>\$ 10,066,387</u>	<u>\$ 4,927,042</u>	<u>\$ 873,050</u>			

General Revenues:			
Taxes:			
Property	4,659,819	-	4,659,819
Specific Ownership	215,858	-	215,858
Sales & Use	5,495,076	-	5,495,076
Lodging	1,969,942	-	1,969,942
Restaurant	386,953	-	386,953
Miscellaneous	76,614	127,857	204,471
Investment Earnings	192,297	1,379	193,676
Gain or (loss) on Sale of Assets	-	-	-
Transfers	(1,907,818)	1,907,818	-
Total General Revenues and Transfers	<u>11,088,741</u>	<u>2,037,055</u>	<u>13,125,796</u>
Change in Net Position	(2,453)	2,995,065	2,992,612
Net Position - Beginning		41,929,986	18,890,311
Net Position - Ending		<u>\$ 41,927,534</u>	<u>\$ 21,885,376</u>

The accompanying notes are an integral part of the financial statements.

Fund Financial Statements

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Town of Mountain Village
Balance Sheet - Governmental Funds
December 31, 2020

	<u>General</u>	<u>Gondola</u>	<u>Debt Service</u>	<u>Tourism</u>	<u>Non-Major Governmental</u>	<u>Total</u>
Assets:						
Cash and Cash Equivalents	\$ 6,723,046	\$ -	\$ 227,969	\$ 279,873	\$ 545,268	\$ 7,776,155
Investments	13,495,272	-	-	-	-	13,495,272
Receivables						
Taxes	4,591,151	-	436,905	304,685	99,396	5,432,137
Accounts	925,382	480,458	-	-	-	1,405,840
Grants	558,669	415,154	-	-	-	973,823
Notes	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Due from Other Funds	686,890	-	-	-	-	686,890
Prepaid Items	194,870	-	-	-	-	194,870
Deposits	11,014	-	-	-	-	11,014
Restricted Bond Reserve	-	-	704,462	-	-	704,462
Total Assets	<u>\$ 27,186,293</u>	<u>\$ 895,612</u>	<u>\$ 1,369,336</u>	<u>\$ 584,558</u>	<u>\$ 644,663</u>	<u>\$ 30,680,463</u>
Liabilities:						
Accounts Payable	\$ 585,109	\$ 123,098	\$ -	\$ 466,026	\$ 47,276	\$ 1,221,509
Accrued Payables	182,050	98,998	-	-	-	281,048
Due to Other Funds	-	-	543,836	-	-	543,836
Deposits	106,516	-	-	-	-	106,516
Due to Pooled Cash	8,653,952	673,516	-	-	1,683	9,329,151
Unearned Revenue	-	-	-	118,533	-	118,533
Total Liabilities	<u>9,527,627</u>	<u>895,612</u>	<u>543,836</u>	<u>584,558</u>	<u>48,958</u>	<u>11,600,592</u>
Deferred Inflows, Property Tax	<u>3,862,770</u>	<u>-</u>	<u>456,011</u>	<u>-</u>	<u>98,079</u>	<u>4,416,861</u>
Fund Balances:						
Nonspendable	312,399	-	-	-	-	312,399
Restricted for:						
Debt Service	-	-	369,489	-	-	369,489
Emergencies	517,614	-	-	-	-	517,614
Committed	51,607	-	-	-	-	51,607
Assigned - Appropriations	1,978,329	-	-	-	497,626	2,475,955
Unassigned	10,935,946	-	-	-	-	10,935,946
Total Fund Balances	<u>13,795,896</u>	<u>-</u>	<u>369,489</u>	<u>-</u>	<u>497,626</u>	<u>14,663,010</u>
Total Liabilities, Deferred Inflows, and Fund Balances	<u>\$ 27,186,293</u>	<u>\$ 895,612</u>	<u>\$ 1,369,336</u>	<u>\$ 584,558</u>	<u>\$ 644,663</u>	<u>\$ 30,680,463</u>

The accompanying notes are an integral part of the financial statements.

Town of Mountain Village

**Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position**
December 31, 2020

Total Fund Balance - Governmental Funds		\$ 14,663,010
Amounts reported for governmental activities in the statement of Net Position are difference because:		
Capital assets used in governmental activities are not financial resources and; therefore, are not reported as assets in the governmental funds:		
Cost of Capital Assets	\$ 74,697,888	
Less Accumulated Depreciation	<u>(31,509,565)</u>	43,188,323
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:		
General Obligation Bonds	(7,970,000)	
Compensated Absences	<u>(561,810)</u>	(8,531,810)
Items related to pensions and other post employment benefits are considered to be long term items and are therefore not reported in the governmental funds.		
Net Pension Liability	(5,770,317)	
Net OPEB Liability	(677,711)	
Deferred OPEB/Pension Outflows	1,145,848	
Deferred OPEB/Pension Inflows	<u>(2,686,772)</u>	(7,988,952)
Long-term debt premiums and discounts are reported in the governmental funds when first incurred, but deferred and amortized in the statement of Net Position.		(110,647)
Accrued interest on long-term debt is not due and payable in the current period and, therefore, is not reported as a liability in the governmental funds.		(18,336)
The difference between the net proceeds from the issuance of the refunding bonds and the carrying amount of refunded bonds is not reported in the governmental funds, but is deferred and amortized in the statement of Net Position.		<u>725,946</u>
Total Net Position - Governmental Activities		<u>\$ 41,927,534</u>

The accompanying notes are an integral part of the financial statements.

Town of Mountain Village
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended December 31, 2020

	<u>General</u>	<u>Gondola</u>	<u>Debt Service</u>	<u>Tourism</u>	<u>Non-Major Governmental</u>	<u>Total</u>
Revenues						
Taxes	\$ 9,733,930	\$ -	\$ 534,659	\$ 2,356,895	\$ 102,165	\$ 12,727,648
Licenses & Permits	395,985	-	-	325,964	-	721,949
Intergovernmental	572,124	-	-	-	-	572,124
Contributions from Other Entities	-	3,058,804	199,600	-	-	3,258,404
Charges for Services	302,874	6,831	-	-	-	309,705
Fines & Forfeitures	68,175	-	-	-	-	68,175
Miscellaneous	62,345	973	-	13,297	-	76,614
Interest Income	190,386	-	1,911	-	-	192,297
Grants & Contributions	817,303	1,195,511	-	-	-	2,012,814
Total Revenues	<u>12,143,120</u>	<u>4,262,119</u>	<u>736,170</u>	<u>2,696,156</u>	<u>102,165</u>	<u>19,939,730</u>
Expenditures						
Current:						
General Government	3,682,912	-	-	-	-	3,682,912
Public Safety	1,052,595	-	-	-	-	1,052,595
Roads & Bridges	780,535	-	-	-	-	780,535
Equipment & Property Maintenance	1,889,405	-	-	-	-	1,889,405
Culture & Recreation	400,894	-	-	-	100,114	501,008
Parking & Transportation	336,821	4,160,226	-	-	-	4,497,047
Economic Development	626,852	-	-	2,626,013	-	3,252,865
Debt Service:						
Administrative Charges	-	-	99,355	2,500	2,051	103,906
Principal	-	-	405,000	-	-	405,000
Interest	-	-	216,813	-	-	216,813
Capital Outlay:						
General Government	645,267	-	-	-	156,821	802,088
Parking & Transportation	-	69,644	-	-	-	69,644
Total Expenditures	<u>9,415,279</u>	<u>4,229,870</u>	<u>721,168</u>	<u>2,628,513</u>	<u>258,986</u>	<u>17,253,816</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>2,727,842</u>	<u>32,249</u>	<u>15,002</u>	<u>67,643</u>	<u>(156,821)</u>	<u>2,685,914</u>
Other Financing Sources (Uses)						
Principal Proceeds from Bond Issuance	-	-	5,475,000	-	-	5,475,000
Payment to Refunding Bonds Escrow	-	-	(6,192,795)	-	-	(6,192,795)
Transfers In	687,829	-	691,433	-	160,922	1,540,184
Transfers Out	(3,323,386)	(32,249)	(24,724)	(67,643)	-	(3,448,002)
Total Other Financing Sources (Uses)	<u>(2,635,557)</u>	<u>(32,249)</u>	<u>(51,086)</u>	<u>(67,643)</u>	<u>160,922</u>	<u>(2,625,613)</u>
Net Change in Fund Balances	92,285	-	(36,084)	-	4,101	60,301
Fund balance - Beginning of Year	<u>13,703,611</u>	<u>-</u>	<u>405,573</u>	<u>-</u>	<u>493,526</u>	<u>14,602,709</u>
Fund balance - End of Year	<u>\$ 13,795,896</u>	<u>\$ -</u>	<u>\$ 369,489</u>	<u>\$ -</u>	<u>\$ 497,626</u>	<u>\$ 14,663,010</u>

The accompanying notes are an integral part of the financial statements.

Town of Mountain Village

**Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures, and Changes in Fund Balance to the Statement of Activities
For the Fiscal Year Ended December 31, 2020**

Net Change in Fund Balance - Governmental Funds \$ 60,301

Amounts reported for governmental activities in the statement
of activities are different because:

Capital outlays are reported as expenditures in the governmental funds; however, in the statement of activities, the cost is allocated over the estimated useful lives of the assets as depreciation expense. The following is the amount by which capital outlays exceeded depreciation in the current period:

Capital Outlay	\$ 1,008,488	
Depreciation	<u>(2,592,371)</u>	(1,583,883)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds:

Pension Expense	334,355	
OPEB Expense	13,557	
Compensated Absences	54,366	
Accrued Interest Payable	<u>8,716</u>	410,994

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes current financial resources of governmental funds. Neither transaction has any effect on Net Position in the government-wide statements. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Principal Proceeds from Bond Issuance	(5,475,000)	
Payment to Bond Escrow Agent	6,192,795	
Principal Payment	405,000	
Amortization of Deferred Loss on Refunding	(37,662)	
Premium on Bonds Payable	<u>25,004</u>	1,110,137

Change in Net Position of Governmental Funds \$ (2,450)

The accompanying notes are an integral part of the financial statements.

Town of Mountain Village
Statement of Net Position - Enterprise Funds
December 31, 2020

	Housing Authority	Water and Sewer	Broadband	Non-Major Enterprise Funds	Total
Assets					
Current Assets:					
Cash and Cash Equivalents	\$ 2,635,522	\$ 6,604,669	\$ 205,755	\$ 520,234	\$ 9,966,180
Investments	731,503	-	-	-	731,503
Accounts Receivable	6,417	342,827	102,126	54,563	505,933
Prepaid Expenses	1,890	-	-	-	1,890
Deposits	1,800	1,136	3,635	-	6,571
Total Current Assets	3,377,132	6,948,631	311,517	574,797	11,212,077
Noncurrent Assets:					
Restricted Cash	451,371	-	-	-	451,371
Notes Receivable	254,000	-	-	-	254,000
Development Property Held for Sale:					
Buildings	797,749	-	-	-	797,749
Capital Assets:					
Land and Land Improvements	670,160	-	-	-	670,160
Buildings and Improvements	17,714,756	17,923,454	-	6,410,376	42,048,585
Construction in Progress	403,653	302,586	-	31,212	737,450
Communications System	-	-	5,163,293	-	5,163,293
Vehicles & Equipment	333,398	200,475	314,569	450,907	1,299,349
Less: Accumulated Depreciation	(10,962,731)	(9,051,073)	(2,016,923)	(4,488,863)	(26,519,589)
Total Noncurrent Assets	9,662,356	9,375,442	3,460,939	2,403,631	24,902,368
Total Assets	13,039,488	16,324,073	3,772,456	2,978,428	36,114,445
Deferred Outflow of Resources - Related to Pensions	49,346	59,644	63,282	55,615	227,886
Deferred Outflow of Resources - Related to OPEB	3,319	4,084	4,333	3,808	15,545
Deferred Outflow of Resources	52,665	63,728	67,615	59,424	243,431
Liabilities					
Current Liabilities:					
Accounts Payable	85,039	425,256	259,092	31,790	801,177
Accrued Expenses	17,237	89,686	20,548	19,253	146,723
Deposits	278,894	-	7,523	-	286,417
Unearned Revenue	63,538	-	-	40,978	104,516
Due to Other Funds	143,054	-	-	-	143,054
Current Portion of Notes and Bonds Payable	432,904	-	-	-	432,904
Total Current Liabilities	1,020,665	514,942	287,163	92,020	1,914,790
Noncurrent Liabilities:					
Revenue Bond Payable	10,624,051	-	-	-	10,624,051
Net OPEB Liability	30,630	37,692	39,991	35,146	143,458
Net Pension Liability	260,793	320,923	340,500	299,248	1,221,464
Total Noncurrent Liabilities	10,915,474	358,614	380,491	334,394	11,988,973
Total Liabilities	11,936,139	873,557	667,653	426,414	13,903,763
Deferred Inflow of Resources - Related to OPEB	6,963	8,568	9,091	7,990	32,613
Deferred Inflow of Resources Related to Pensions	114,467	140,859	149,452	131,346	536,125
Deferred Inflow of Resources	121,431	149,428	158,543	139,336	568,738
Net Position					
Net Investment in Capital Assets	(2,897,719)	9,375,442	3,460,939	2,403,631	12,342,293
Restricted for Debt Service	852,589	-	-	-	852,589
Unrestricted	3,079,713	5,989,375	(447,065)	68,470	8,690,493
Total Net Position	\$ 1,034,583	\$ 15,364,817	\$ 3,013,875	\$ 2,472,101	\$ 21,885,375

The accompanying notes are an integral part of the financial statements.

Town of Mountain Village
Statement of Revenues, Expenses, and Changes in Net Position
Enterprise Funds
For the Fiscal Year Ended December 31, 2020

	<u>Housing Authority</u>	<u>Water and Sewer</u>	<u>Broadband</u>	<u>Non-major Enterprise Funds</u>	<u>Total</u>
Operating Revenues:					
Charges for Sales & Services	\$ 2,144,351	\$ 3,382,523	\$ 2,224,411	\$ 805,252	\$ 8,556,536
Operating Grants and Contributions	175,837	-	-	126,805	302,642
Other	127,857	-	-	30,450	158,307
Total Operating Revenues	<u>2,448,045</u>	<u>3,382,523</u>	<u>2,224,411</u>	<u>962,507</u>	<u>9,017,485</u>
Operating Expenses:					
Cost of Sales & Services	1,363,034	1,561,343	1,772,434	926,891	5,623,701
Depreciation and Amortization	625,195	798,031	119,255	281,602	1,824,082
Total Operating Expenses	<u>1,988,228</u>	<u>2,359,374</u>	<u>1,891,688</u>	<u>1,208,493</u>	<u>7,447,783</u>
Operating Income (Loss)	<u>459,817</u>	<u>1,023,150</u>	<u>332,722</u>	<u>(245,986)</u>	<u>1,569,703</u>
Nonoperating Revenues (Expenses):					
Interest Income	1,378	-	-	(5,415)	(4,037)
Gain (Loss) on Disposal of Assets	-	2,253	-	-	2,253
Major Repairs and Replacements	(142,019)	-	-	-	(142,019)
Interest Expense	(369,833)	-	-	-	(369,833)
Loan Fees	(2,500)	-	-	-	(2,500)
Total Nonoperating Revenue (Expenses)	<u>(512,974)</u>	<u>2,253</u>	<u>-</u>	<u>(5,415)</u>	<u>(516,136)</u>
Income (Loss) Before Transfers	<u>(53,157)</u>	<u>1,025,403</u>	<u>332,722</u>	<u>(251,401)</u>	<u>1,053,567</u>
Transfers In	554,306	-	1,610,146	336,480	2,500,931
Transfers Out	(201,430)	(170,876)	(188,529)	(32,278)	(593,113)
Net Transfers From (To) Other Funds	<u>352,875</u>	<u>(170,876)</u>	<u>1,421,617</u>	<u>304,202</u>	<u>1,907,818</u>
Capital Grants & Contributions	<u>-</u>	<u>33,680</u>	<u>-</u>	<u>-</u>	<u>33,680</u>
Change in Net Position	299,718	888,207	1,754,340	52,800	2,995,065
Total Net Position - Beginning of Year	<u>734,864</u>	<u>14,476,610</u>	<u>1,259,535</u>	<u>2,419,302</u>	<u>18,890,311</u>
Total Net Position - End of Year	<u>\$ 1,034,582</u>	<u>\$15,364,817</u>	<u>\$ 3,013,875</u>	<u>\$ 2,472,102</u>	<u>\$ 21,885,376</u>

The accompanying notes are an integral part of the financial statements.

Town of Mountain Village
Statement of Cash Flows - Enterprise Funds
For the Fiscal Year Ended December 31, 2020

	Housing Authority	Water and Sewer	Broadband	Non-Major Enterprise Funds	Total
Cash Flows from Operating Activities					
Receipts from Customers	\$ 2,158,808	\$ 3,378,523	\$ 2,142,932	\$ 885,030	\$ 8,565,292
Operating Contributions	-	-	-	126,805	126,805
Payments to Suppliers	(1,145,294)	(913,922)	(1,294,377)	(642,893)	(3,996,486)
Employee Mortgage Assistance	(30,000)	-	-	-	(30,000)
Payments to Employees	(280,662)	(384,464)	(337,739)	(401,502)	(1,404,366)
Other Receipts	274,306	-	-	-	274,306
Net Cash Provided by (Used in) Operating Activities	977,159	2,080,138	510,815	(32,560)	3,535,551
Cash Flows from Non-capital Financing Activities					
Non-Capital Purchases	-	-	-	(5,415)	(5,415)
Transfers to Other Funds	(201,430)	(170,876)	(188,529)	(32,278)	(593,113)
Transfers from Other Funds	554,306	-	1,610,146	336,480	2,500,931
Net Cash Provided by (Used in) Noncapital Financing Activities	352,875	(170,876)	1,421,617	298,786	1,902,403
Cash Flows from Capital and Related Financing Activities					
Principal Payments - Notes and Bonds	(418,441)	-	-	-	(418,441)
Interest Expense	(369,833)	-	-	-	(369,833)
Loan Fees	(2,500)	-	-	-	(2,500)
Purchase of Major Repairs and Replacements	(142,019)	-	-	-	(142,019)
Purchase of Capital Assets	(30,177)	(507,321)	(1,938,040)	-	(2,475,538)
Proceeds from the Sale of Capital Assets	-	9,500	-	-	9,500
Capital Grants and Contributions	-	33,680	-	-	33,680
Net Cash Used in Capital and Related Financing Activities	(962,970)	(464,140)	(1,938,040)	-	(3,365,151)
Cash Flows from Investing Activities					
Proceeds from Sale of Investments	-	-	-	-	-
Purchase of Investments	(518,188)	-	-	-	(518,188)
Interest Received	1,378	-	-	-	1,378
Net Cash Used in Investing Activities	(516,810)	-	-	-	(516,810)
Net Increase in Cash and Cash Equivalents	(149,745)	1,445,121	(5,608)	266,226	1,555,994
Cash and Cash Equivalents, Beginning of Year	2,785,267	5,159,548	211,363	254,008	8,410,186
Cash and Cash Equivalents, End of Year	\$ 2,635,522	\$ 6,604,669	\$ 205,755	\$ 520,234	\$ 9,966,180

The accompanying notes are an integral part of the financial statements.

Town of Mountain Village

Statement of Cash Flows - Enterprise Funds
For the Fiscal Year Ended December 31, 2020

	<u>Housing Authority</u>	<u>Water and Sewer</u>	<u>Broadband</u>	<u>Non-Major Enterprise Funds</u>	<u>Total</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities					
Operating Income (Loss)	\$ 459,817	\$ 1,023,150	\$ 332,722	\$ (245,986)	\$ 1,569,703
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities					
Depreciation and Amortization	625,195	798,031	119,255	281,602	1,824,082
Changes in Assets and Liabilities:					
(Increase) Decrease in Accounts Receivable	(23,814)	(4,000)	(80,679)	18,350	(90,143)
(Increase) Decrease in Unearned Revenue	(29,388)	-	-	30,978	1,590
Increase (Decrease) in Net Pension Liability	(5,276)	(19,351)	64,446	(136,423)	(96,603)
(Increase) Decrease in Prepaid Items	(630)	-	2,184	25,456	27,010
Increase (Decrease) in Accounts Payable	(65,590)	205,279	64,081	(6,537)	197,233
Increase (Decrease) in Accrued Expenses	8,574	77,029	9,606	-	95,209
Increase (Decrease) in Deposits	8,271	-	(800)	-	7,471
Total	<u>\$ 517,341</u>	<u>\$ 1,056,988</u>	<u>\$ 178,093</u>	<u>\$ 213,426</u>	<u>\$ 1,965,848</u>
Net Cash Provided by (Used in) Operating Activities	<u>\$ 977,158</u>	<u>\$ 2,080,138</u>	<u>\$ 510,815</u>	<u>\$ (32,560)</u>	<u>\$ 3,535,550</u>

The accompanying notes are an integral part of the financial statements.

Notes to Basic Financial Statements

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TOWN OF MOUNTAIN VILLAGE, COLORADO

Notes to Basic Financial Statements

December 31, 2020

Note 1 - Summary of Significant Accounting Policies

The financial statements of the Town of Mountain Village, Colorado (the Town) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The more significant of the Town's accounting policies are described below:

A. Financial Reporting Entity

The Town of Mountain Village, Colorado (the Town) was incorporated March 10, 1995 and operates under a Home Rule Charter and a council/mayor form of government with seven elected council members. As required by accounting principles generally accepted in the United States of America, after consideration of any potential component units for which the Town is financially accountable, there are no component units required to be presented in these financial statements.

On December 13, 2006, the District Court, San Miguel County, Colorado, approved the dissolution of the Mountain Village Metropolitan District (the District) effective January 1, 2007, which was approved by the District's electors on November 7, 2006. **The District will stay in existence to the extent necessary to provide for the payment of the debt service requirements of its outstanding general obligation bonds.** The Town Council, acting as the Board of Directors of the District, will be responsible for setting an annual mill levy on behalf of the District for the payment of the debt service requirements.

All other assets and obligations of the District have been transferred to the Town for providing the following services:

- Domestic water system
- Wastewater treatment system
- Road and bridge system
- Transportation (Gondola, Chondola, Employee Shuttle Program and Municipal Bus)
- Public parks and recreational facilities
- Telluride Conference Center
- Television relay and translator facilities
- Water rights

At a special Town election on November 7, 2006, the electorate approved an increase in taxes by \$2.75 million in 2007, and by such amounts annually thereafter that may be generated by the imposition of an additional mill levy not to exceed 10 mills for the purpose of funding the continued administration, operation, maintenance and capital replacement of the facilities and operations being assumed by the Town upon the dissolution of the District, without limitations contained in Article X, Section 20, of the Colorado Constitution.

Note 1 - Summary of Significant Accounting Policies (Continued)

B. Government-Wide Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the activities of the Town. For the most part, the effect of inter-fund activity has been removed from these statements however, interfund services provided and used are not eliminated in the process of consolidation. *Governmental activities*, which normally are supported by taxes, charges for services and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on user charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

C. Fund Financial Statements

The accounts of the Town are organized on the basis of funds, which are considered separate accounting entities. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

All governmental funds are accounted for on a flow of current financial resources basis. Balance sheets for these funds generally include only current assets and current liabilities. Reported fund balances are considered a measure of available, spendable resources. Operating statements for these funds present a summary of available, spendable resources and expenditures for the period.

Separate financial statements are provided for governmental funds and enterprise funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The Town reports the following major governmental funds:

- The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.
- The *Gondola Fund* is used to account for revenues restricted for the purpose of financing, improving and operating a gondola and "Chondola" transit system for the benefit of the Telluride Mountain Village Resort Company dba Telluride Mountain Village Owners Association (TMVOA), TSG Ski & Golf Company (TSGC), the Town of Telluride, the Town of Mountain Village and San Miguel County, Colorado. The cost of operations and maintenance of the transit system is funded mainly through contributions from TMVOA and TSGC.

Note 1 - Summary of Significant Accounting Policies (Continued)

- The *Debt Service Fund* is used to account for the accumulation of resources and payment of general obligation bond principal and interest.
- The *Tourism Fund*, which accounts for lodging taxes, restaurant taxes, and business license revenues remitted to Marketing Telluride, Inc. (MTI) to promote tourism in the Telluride and Mountain Village Communities, and the Telluride/Montrose Regional Air Organization to fund the Airline Guaranty Program.

The remaining governmental funds are aggregated and presented as non-major funds. Those funds include:

- The *Capital Projects Fund*, which accounts for the acquisition and construction of major capital facilities other than those financed by enterprise funds.
- The *Historical Museum Fund*, which accounts for the proceeds of a .333 property tax mill levy as authorized by the Town's electorate for remittance to the Telluride Historical Museum, a nonprofit entity.
- The *Vehicle and Equipment Acquisition Fund*, which accounts for the acquisition of vehicles and other capital equipment for the general government.

Enterprise funds account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs of providing goods or services to external users on a continuing basis be financed or recovered primarily through user charges.

Enterprise funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Town are charges for apartment rental, charges to users for water and sewer, Broadband Services, conference center sales and services, and preschool and daycare fees. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The Town's major enterprise funds consist of:

- The Town of Mountain Village *Housing Authority*, which accounts for the Village Court apartments, as well as the Affordable Housing Development Fund and the Mortgage Assistance Pool Fund.
- The *Water and Sewer Fund* which accounts for water service to Mountain Village, the "Ski Ranches", and West Meadows or "Skyfield" housing communities and maintaining sewer service for Mountain Village.
- The *Broadband Fund* which accounts for cable television, digital phone service, and high speed internet services to Mountain Village residents.

Note 1 - Summary of Significant Accounting Policies (Continued)

The remaining enterprise funds are aggregated and presented as non-major funds. Those funds include:

- The *Telluride Conference Center (TCC) Fund* which accounts for the operations of the Telluride Conference Center, primarily funded by charges for sales and services, providing the area with 11,000 square feet of meeting space, video conferencing services, and food and beverage services. In October 2009, the conference center operations were turned over to an outside local party under an agreement that was transferred to another party November of 2012. A new agreement was executed in October 2015 with that party through December 2017 that includes two 5-year extension options.
- The *Child Development Fund*, which accounts for a daycare and preschool program in the Town.
- The *Parking Services Fund*, which accounts for all parking related expenses and revenues.

D. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the enterprise fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied and attach as a lien on property. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The modified accrual basis of accounting is used by all governmental funds. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e. when they become both measurable and available). “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current year. Those revenues susceptible to accrual are taxes, interest revenue and charges for services. Entitlement revenues are not susceptible to accrual because generally, they are not measurable until received. Grant revenues are recognized as they are earned. Expenditures are recorded when the related fund liability is incurred. Exceptions to this general rule include principal and interest on general long-term debt which is recognized when due, and compensated absences which are recognized when the obligations are expected to be liquidated with expendable available resources.

E. Cash and Cash Equivalents

For the purposes of the statement of cash flows of the enterprise funds, cash and cash equivalents consist of operating cash and highly liquid securities with an initial maturity of three months or less.

F. Investments

Money market funds and external investment pools are stated at cost, which is equal to fair value. All other investments are stated at fair value based on quoted market values.

Note 1 - Summary of Significant Accounting Policies (Continued)

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

H. Property Taxes

The Town of Mountain Village property taxes for the current year are levied and attach as a lien on property the following January 1. Property taxes in Mountain Village are payable in full by April 30 or in two equal installments due February 28 and June 15. Town property taxes are reported as receivable and deferred inflows of resources at December 31. The deferred property taxes are reported as revenue in the year they are available and collected.

I. Restricted Assets

Certain proceeds of the enterprise fund's revenue bonds, as well as other resources, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants. The debt service fund is used to segregate resources accumulated for debt service payments. The debt service reserve fund is set aside to provide funds for potential deficiencies that could adversely affect debt service payments. When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

J. Capital Assets

Capital assets, which include property and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capitalized assets are defined by the Town as assets that have a useful life of more than one year and a value of \$5,000 or greater.

All assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. The cost of normal maintenance and repairs that does not add to the value of an asset or materially extend asset life is not capitalized.

Interest costs are capitalized when incurred by enterprise funds on debt where proceeds were used to finance the construction of assets. Interest earned on proceeds of tax exempt borrowing arrangements restricted for the acquisition of qualifying assets is offset against interest costs in determining the amount to be capitalized.

Note 1 - Summary of Significant Accounting Policies (Continued)

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

<u>Asset Class</u>	<u>Useful Life</u>
Buildings and Improvements	30 - 31.5 years
Vehicles and Equipment	5 years
Gondola	50 years
Water System	40 years
Sewer System	50 years
Broadband Services System	20 years
Regional Communications System	10 years
Other Infrastructure	50 years

K. Deferred Outflows/Inflows of Resources

Deferred outflow of resources - a consumption of net position by the government that is applicable to a future reporting period.

Deferred inflow of resources - an acquisition of net position by the government that is applicable to a future reporting period.

L. Accrued Liabilities for Compensated Absences

It is the Town's policy to permit employees to accumulate earned but unused paid time off (PTO). In the government-wide statements, PTO is accrued when incurred and reported as a liability of the governmental and business-type activities. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations or retirements.

M. Net Position

Net Position represents the difference between assets and deferred outflows and liabilities and deferred inflows. Net Position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition or construction of improvements on those assets. Net Position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Town or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

The Town's policy is to apply restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

N. Inter-fund Transactions

Inter-fund receivables and payables arise from inter-fund transactions and are recorded by all funds affected in the period in which transactions are executed. At year end, outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Note 2 - Reconciliation of Government-Wide and Fund Financial Statements

The governmental funds balance sheet includes a reconciliation between *total fund balances - governmental funds* and *total net position - governmental activities* as reported in the government-wide statement of net position. Additionally, the governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between *net change in fund balances - governmental funds* and *changes in net position - governmental activities* as reported in the government-wide statement of activities.

These reconciliations detail items that require adjustment to convert from the current resources measurement and modified accrual basis for government fund statements to the economic resources measurement and full accrual basis used for government-wide statements. However, certain items having no effect on measurement and basis of accounting were eliminated from the governmental fund statements during the consolidation of governmental activities.

Note 3 - Tax, Spending and Debt Limitations

Colorado voters passed an amendment to the State Constitution, Article X, Section 20. The amendment has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments, excluding “enterprises.” The amendment is complex and subject to judicial interpretation. The Town believes it is in compliance with the requirements of the amendment.

On June 25, 1996 the Town electorate authorized the Town to collect, receive, retain and spend all Town revenues beginning in 1996, without limitations imposed by the amendment.

The Amendment requires that an emergency reserve be maintained at three percent of fiscal year spending. A portion of the General Fund’s fund balance is classified as restricted for emergencies as required by the Amendment.

Note 4 - Budgets

Approximately five months prior to the beginning of each year, the Mayor prepares a proposed budget and an accompanying message for the ensuing year and submits it to the Town Council.

The budget represents a complete financial plan of all Town funds and activities for the ensuing year indicating anticipated revenues, proposed operating, debt and capital expenditures, including a provision for contingencies. In addition, a long-range capital expenditure program is submitted and incorporated into the current year budget as applicable. The total proposed expenditures and provisions for contingencies shall not exceed the total of estimated revenues plus fund balance.

A public hearing on the proposed budget and proposed capital program is held by the Town Council prior to its final adoption. After the public hearing, the Council may adopt the budget with or without amendment.

The Council shall adopt the budget by ordinance on or before the final day established by law for the certification of the ensuing year’s tax levy to the County. Adoption of the budget by the Town Council shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

Note 4 – Budgets (Continued)

The point of budgetary control (i.e. the level at which expenditures cannot legally exceed the appropriated amount) is at the fund level. If during the year the Mayor determines that there are revenues in excess of those estimated in the budget, the Council by ordinance may make supplemental appropriations for the year up to the amount of such excess. To meet an emergency affecting public property, health, peace or safety, the Council may make emergency appropriations. If at any time during the year it appears probable to the Mayor that the revenues available will be insufficient to meet the amount appropriated, he or she shall report to the Council without delay, indicating the estimated amount of deficit, any remedial action already taken, and his or her recommendation as to any further steps to be taken. Any time during the year the Mayor may transfer part or all of any unencumbered appropriation balance among programs within a department, within an office or within a fund. The Council may also, by ordinance, transfer part or all of any unencumbered appropriated balance from one department, office, or fund to another. The Town amended its original 2020 budget by decreasing budgeted expenditures for the various funds by \$20 million. Budget appropriations lapse at the end of each year.

Encumbrance accounting (open purchase orders, contracts in process and other commitments for the expenditure of funds in future periods) is not used by the Town for budget or financial reporting purposes.

Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Budgets for the enterprise funds are adopted on a basis consistent with the governmental funds. Following are the adjustments to convert GAAP basis expenditures to budgetary basis expenditures:

	VCA	Child Development	Telluride Conference Center	Broadband	Water and Sewer	Parking Services
GAAP Basis	\$ 2,502,582	\$ 414,593	\$ 490,449	\$ 1,891,688	\$ 2,357,119	\$ 308,866
Add (Deduct)						
Depreciation	(625,195)	(2,819)	(278,783)	(119,255)	(798,031)	-
Pension Expense	5,712	124,759	-	(57,378)	18,597	-
OPEB Expense	(436)	11,664	-	(7,068)	754	-
Capital Outlay	30,177	-	-	1,938,040	507,321	-
Debt Principal Payments	418,441	-	-	-	-	-
Budgetary Basis	2,331,282	548,197	211,666	3,646,028	2,085,760	308,866
Final Budget	2,885,829	583,698	283,162	3,602,293	2,570,526	324,908
Variance	\$ 554,547	\$ 35,501	\$ 71,496	\$ (43,735)	\$ 484,766	\$ 16,042

Budgeted Expenditures in Excess of Appropriations

Expenditures for the Tourism Fund exceeded budget by \$79,875, which may be a violation of the Town's Charter. The budget overage resulted from increases in lodging tax collections, as well as business licenses revenues, which is remitted to MTI and the Airline Guaranty by contractual agreement.

Note 4 – Budgets (Continued)

Expenditures for the Broadband Fund exceeded budget by \$43,736, which may be a violation of the Town's Charter. The budget overage resulted from the Fiber to the Home ongoing project.

Note 5 - Deposits and Investments

A. Deposits

The Colorado Public Deposit Protection Act (PDPA) governs the Town's cash deposits. The statutes specify eligible depositories for public cash deposits, which must be Colorado institutions and must maintain federal insurance (FDIC) on deposits held. Each eligible depository with deposits in excess of the insured levels must pledge a collateral pool of defined eligible assets, to be maintained by another institution or held in trust for all of its local government depositors as a group, with a market value at least equal to 102% of the uninsured deposits. The State Regulatory Commissions for banks and savings and loan associations are required by statute to monitor the naming of eligible depositories and the reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2020, the carrying amount of the Town's deposits was \$8,428,869 and the bank balances were \$8,794,478. Of this amount, \$500,000 is covered by federal depository insurance and \$8,294,478 is collateralized with securities held in single financial institution collateral pools as provided by statute. Collateral for uninsured deposits is held by banks in the name of a number of government accounts of which the Town is a part.

B. Investments**Credit Risk**

The Town's Charter specifies that the Town's investments conform to State statutes. Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local government entities may invest including: obligations of the United States and certain United States government agency securities; certain international agency securities; general obligation and revenue bonds of local government entities; bankers' acceptances of certain banks; commercial paper; local government investment pools; written repurchase agreements collateralized by certain authorized securities; certain money market funds; guaranteed investment contracts; and corporate or bank debt subject to certain limitations. The Town has no investment policy that would further limit its investment choices.

Interest Rate Risk

The maximum maturity date for all securities shall be no more than five years from the date of purchase unless otherwise authorized by the governing body.

Note 5 - Deposits and Investments (continued)

C. A reconciliation of cash and investments to the amount shown on the statement of net position follows:

Cash and Investments:		
Cash on hand		\$ 1,900
Carrying amount of deposits		8,428,869
Carrying amount of investments		15,382,607
		<u>\$ 23,813,376</u>
Statement of Net Position:		
Cash		\$ 17,742,335
Due to pooled cash		(9,329,151)
Deposits		17,585
Investments		14,226,775
Debt service reserve fund		451,371
Bond reserve fund		704,461
		<u>\$ 23,813,376</u>

Fair Value of Investments

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) in active markets for an identical asset or liability that a government can access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Unobservable inputs for an asset or liability.

The following table presents the fair value of measurements of assets recognized in the accompanying statement of net position measured at fair value on a recurring basis and the level within the fair value hierarchy in which the fair value measurements fall at December 31, 2020.

Investments by Fair Value Levels	Balance 12/31/2020	Fair Value Measurement		
		Level 1	Level 2	Level 3
Governmental Activities				
US Agency Securities	\$ -	\$ -	\$ -	\$ -
US Government Securities	10,996,882	-	10,996,882	-
Money Market Mutual Funds	3,722,471	-	3,722,471	-
Total	\$ 14,719,353	\$ -	\$ 14,719,353	\$ -

Note 5 - Deposits and Investments (continued)

The following summarizes the Town's investments and maturities as of December 31, 2020:

Investment Type	Fair Value	Maturity Date
Freddie Mac (Rated AAA)	\$ 500,111	2022
Freddie Mac (Rated AAA)	1,000,008	2022
Federal Farm Credit Bank (Rated AAA)	500,981	2023
Freddie Mac (Rated AAA)	499,802	2023
Freddie Mac (Rated AAA)	500,126	2023
Freddie Mac (Rated AAA)	500,316	2023
Freddie Mac (Rated AAA)	500,108	2023
Freddie Mac (Rated AAA)	500,971	2023
FED Home Loan Bank (Rated AAA)	498,865	2024
FED Home Loan Bank (Rated AAA)	499,373	2024
Freddie Mac (Rated AAA)	498,466	2024
FED Home Loan Bank (Rated AAA)	500,007	2024
Freddie Mac (Rated AAA)	500,065	2024
FED Home Loan Bank (Rated AAA)	1,000,816	2024
Fannie Mae (Rated AAA)	500,042	2025
Federal Farm Credit Bank (Rated AAA)	500,242	2025
Federal Farm Credit Bank (Rated AAA)	499,282	2025
Freddie Mac (Rated AAA)	498,809	2025
FED Home Loan Bank (Rated AAA)	498,489	2025
FED Home Loan Bank (Rated AAA)	500,003	2025
Total	10,996,882	
First American Prime Obligations Rated AAA/A+1	400,000	2025
First American Prime Obligations Rated AAA/A+1	450,001	2025
COLOTRUST	660,609	n/a
Money Market Funds (Unrated)	2,872,470	n/a
	-	
Total	\$ 15,379,962	

COLOTRUST and CSAFE are investment vehicles established for local government entities in Colorado to pool surplus funds for investment purposes. They are routinely monitored by the Colorado Division of Securities with regard to their operations and investments, which is also subject to provisions of C.R.S. Title 24, Article 75, Section 6. The fair value of the investments in COLOTRUST and CSAFE are the same as the value of the pool shares. None of these types of investments are categorized because they are not evidenced by securities that exist in physical or book entry form. COLOTRUST is rated AAAM by Standard and Poor's. Financial statements for COLOTRUST may be obtained from www.colotruster.com.

Note 6 - Note Receivable

The notes receivable in the amount of \$254,000 consists of notes from employees participating in the *Town of Mountain Village Housing Authority Employer Assisted Housing Program with Shared Appreciation*. The program is to assist employees who are unable to qualify for a conventional mortgage on various affordable for sale housing projects located in the Town or the community.

The notes are payable upon the sale of the real property or 30 days following resignation or termination.

The Town has promissory notes receivable from a developer in the total amount of \$234,000. Principal and any accrued interest at The Wall Street Journal prime plus one percent are payable June 23, 2019 or earlier on the occurrence of certain events specified in the notes including default. The note receivables were originally booked as unearned revenue to be recognized in the years funds are collected. Interest due on the notes remains unpaid and the notes are in default since June 1, 2015. The Town has notified the issuer of its default and has taken an accounting charge to remove the asset from the Town's books. The Town continues to look for a remedy through other legal means that it is engaged in.

Note 7 – Inter-fund Receivables, Payables and Transfers

Inter-fund receivables and payables consist of the following as of December 31, 2020:

Receivable Fund	Payable Fund	Amount
General Fund	Debt Service	\$ 543,836
General Fund	Housing Authority	\$ 143,054

The outstanding balances between funds result mainly from the time lag between the dates the receivable is incurred and the dates payments between funds are made.

Transfers between funds for the year ended December 31, 2020, were as follows:

Transfer From	Transfer To							Total
	General	Debt Service	Capital Projects	Non-Major Governmental Funds	Housing Authority	Broadband Fund	Non-Major Enterprise Funds	
General Fund	\$ -	\$ 691,433	\$ 51,701	\$ 109,221	\$ 524,406	\$ 1,610,146	\$ 336,480	\$ 3,323,386
Gondola	32,249	-	-	-	-	-	-	32,249
Debt Service	24,724	-	-	-	-	-	-	24,724
Non-Major Enterprise Funds	32,278	-	-	-	-	-	-	32,278
Tourism Fund	67,643	-	-	-	-	-	-	67,643
Housing Authority	171,530	-	-	-	29,900	-	-	201,430
Broadband	188,529	-	-	-	-	-	-	188,529
Water and Sewer	170,876	-	-	-	-	-	-	170,876
Total	\$ 687,829	\$ 691,433	\$ 51,701	\$ 109,221	\$ 554,306	\$ 1,610,146	\$ 336,480	\$ 4,041,116

Transfers are used to move unrestricted revenues of various funds to the General Fund and to move General Fund revenues to other funds to provide subsidies or matching funds for various projects.

Note 8 - Development Property Held for Sale

The Town owns 3 deed restricted condominiums. Following is a summary of cumulative costs incurred as of December 31, 2020:

Deed Restricted	Town Properties	Total
	\$ 797,749	\$ 797,749
Buildings	\$ 797,749	\$ 797,749
Total	\$ 797,749	\$ 797,749

Note 9 - Capital Assets

Capital asset activity for the year ended December 31, 2020 was as follows:

Governmental Activities	12/31/19	Additions	Transfers	Deletions	Balance 12/31/20
Capital Assets Not Being Depreciated	\$ 2,253,578	\$ -	\$ -	\$ -	\$ 2,253,578
Land	49,143	63,305	-	-	112,448
Construction in Progress	2,302,721	63,305	-	-	2,366,026
Capital Assets Being Depreciated	12,557,245	-	-	-	12,557,245
Buildings and Improvements	24,838,812	69,644	-	-	24,908,456
Gondola Transit System	5,558,160	875,537	-	-	6,433,697
Vehicles and Equipment	28,432,464	-	-	-	28,432,464
Infrastructure	71,386,681	945,181	-	-	72,331,862
Less Accumulated Depreciation:					
Buildings and Improvements	(4,982,163)	(443,915)	-	-	(5,426,078)
Gondola Transit System	(6,844,706)	(680,149)	-	-	(7,524,855)
Infrastructure	(12,743,919)	(1,040,576)	-	-	(13,784,495)
Vehicles and Equipment	(4,346,407)	(427,730)	-	-	(4,774,137)
Total	(28,917,195)	(2,592,370)	-	-	(31,509,565)
Capital Assets Being Depreciated, Net	42,469,486	(1,647,189)	-	-	40,822,297
Total Governmental Activities Capital Assets	\$ 44,772,207	\$ (1,583,884)	\$ -	\$ -	\$ 43,188,323

Note 9 - Capital Assets (Continued)

Depreciation was charged to governmental activity functions/programs as follows:

General Government	\$ 67,815
Administration	84,984
Public Safety	131,271
Roads & Bridges	719,736
Equipment & Property Maintenance	365,454
Parking & Transportation	1,223,110
Total	\$ 2,592,370

	Balance 12/31/19	Additions	Transfers	Deletions	Balance 12/31/20
Business-type Activities					
Capital Assets Not Being Depreciated:					
Land	\$ 160,499	\$ -	\$ -	\$ -	\$ 160,499
Construction in Progress	716,044	22,297	(890)	-	737,451
Total	876,543	22,297	(890)	-	897,950
Capital Assets Being Depreciated:					
Buildings and Improvements	24,621,562	12,341	890	-	24,634,793
Water Systems	9,059,087	372,647	-	-	9,431,734
Sewer Systems	8,369,621	122,099	-	-	8,491,720
Broadband Systems	3,225,253	1,938,040	-	-	5,163,293
Vehicles and Equipment	1,316,815	8,113	-	(25,580)	1,299,348
Total	46,592,338	2,453,240	890	(25,580)	49,020,888
Less Accumulated Depreciation:					
Buildings and Improvements	(13,894,169)	(878,626)	-	-	(14,772,795)
Water Systems	(4,551,589)	(378,829)	-	-	(4,930,418)
Sewer Systems	(3,544,767)	(398,432)	-	-	(3,943,199)
Cable TV Systems	(1,633,532)	(94,051)	-	-	(1,727,583)
Vehicles and Equipment	(1,089,787)	(74,144)	-	18,333	(1,145,598)
Total	(24,713,844)	(1,824,082)	-	18,333	(26,519,593)
Capital Assets Being Depreciated, Net	21,878,494	629,158	890	(7,247)	22,501,295
Total Business-type Activities Capital Assets	\$ 22,755,037	\$ 651,455	\$ -	\$ (7,247)	\$ 23,399,245

Note 10 - Long-term Liabilities

A. Changes in Long-term Liabilities

Long-term liability activity for the year ended December 31, 2020 was as follows:

	Balance 12/31/19	Additions	Deletions	Balance 12/31/20	Due Within One Year
Governmental Activities:					
General Obligation Bonds:					
Tax Supported:					
Series 2014	6,550,000	-	(5,955,000)	595,000	295,000
Series 2020	-	5,475,000	-	5,475,000	25,000
Self Supported:					
Series 2011	2,020,000	-	(120,000)	1,900,000	130,000
Total General Obligation Bonds	8,570,000	5,475,000	(6,075,000)	7,970,000	450,000
Discount/Premiums, Net	400,757	-	(290,111)	110,647	25,004
Compensated Absences	616,176	700,841	(755,207)	561,810	56,181
Total Governmental	9,586,934	6,175,841	(7,120,318)	8,642,457	531,185
Business-type Activities					
Revenue Bonds	11,475,396	-	(418,441)	11,056,955	432,904
Total Business-type	11,475,396	-	(418,441)	11,056,955	432,904
Total Long-term Liabilities	\$ 21,062,330	\$ 6,175,841	\$ (7,538,759)	\$ 19,699,412	\$ 964,089

The compensated absences liabilities are liquidated by the General Fund.

General Obligation Bonds

Series 2011

On September 1, 2011 the District issued \$3,025,000 in General Obligation Refunding Bonds. A portion of the net proceeds of the Bonds, together with other funds of the District, were used to fund an optional redemption at par of all outstanding 2001 Series bonds. TMVOA and TSGC agreed to fund all debt service costs related to the Series 2011 bonds.

The Bonds mature between 2011 and 2032 and are subject to redemption prior to maturity. Principal on the bonds is payable annually on December 1 with interest at 2.5% to 4.0%, payable semi-annually on June 1 and December 1.

The bonds maturing December 1, 2023, December 1, 2026, and December 1, 2032 (the "Term Bonds") are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the redemption date. The bonds subject to mandatory sinking fund redemption shall be selected by lot in such manner as the Registrar shall determine (giving proportionate weight to Bonds in denominations larger than \$5,000).

Series 2014

On December 1, 2014 the District issued \$7,155,000 in General Obligation Refunding Bonds. A portion of the net proceeds of the Bonds, together with other funds of the District, were used to fund an advance refunding of a portion of the 2006A Series bonds.

Note 10 - Long-term Liabilities (Continued)

The bonds maturing on or after December 1, 2018 in the aggregate principal amount of \$7,350,000 are the bonds defeased and paid from the refunding bond escrow.

The Bonds mature between 2015 and 2036 and are subject to redemption prior to maturity. Principal on the bonds is payable annually on December 1 with interest at 2.0% to 4.0%, payable semi-annually on June 1 and December 1.

The bonds maturing on or after December 1, 2023 are subject to redemption prior to maturity at the option of the district, on December 1, 2022 or on any date thereafter in whole or in part from such maturities as are selected by the district at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium.

The bonds were issued at a total cost of \$125,085. Total debt service remaining on the old bonds was \$12,298,025, the total debt service on the new bonds is \$10,914,086. The savings resulting from the cash flow differential between the old issue and the new issue was \$1,383,939. The present value of the savings was \$1,028,432.

A portion of the bonds outstanding were refunded on an advance refunding basis on October 22, 2020 from the proceeds of the General Obligation Refunding Bonds Series 2020. Bonds totaling \$595,000, maturing in 2021 and 2022, remain outstanding and will be paid as scheduled.

Series 2020

On October 22, 2020 the District issued \$5,475,000 in General Obligation Refunding Bonds. A portion of the net proceeds of the Bonds, together with other funds of the District, were used to advance refund of \$5,475,000 of the 2014 Series bonds. The bonds maturing on or after December 1, 2023 in the aggregate principal amount of \$6,550,000 are the bonds defeased and paid from the refunding bond escrow.

The Bond shall mature on December 1, 2035 and initially bear interest at the Taxable Interest Rate (2.03% per annum), as defined in the Resolution, and at the Tax-Exempt Interest Rate (1.60% per annum), as defined in the Resolution, commencing on the Tax-Exempt Reissuance Date (September 2, 2022).

Such maturities as are selected by the District at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium.

The bonds were issued at a total cost of \$80,712. Total debt service remaining on the old bonds was \$8,502,350, the total debt service on the new bonds is \$6,328,544. The savings resulting from the cash flow differential between the old issue and the new issue is \$2,173,806. The present value of the savings is \$600,996.

The Town of Mountain Village pursuant to the terms of the Transfer of Assets and Assumption of Services Agreement and The District Dissolution Order, is now responsible for the public parking facility project. Commencing in December of 2007, the Town shall consider annually an appropriation in an amount sufficient to pay the principal and interest coming due on the Bonds from its available funds. If on or before December 15th of each year, commencing December 15, 2007, an amount sufficient to pay the principal of and interest due on the 2006A bond on the next

Note 10 - Long-term Liabilities (Continued)

succeeding June 1 and December 1 is not on deposit, The District is required to levy an ad valorem property tax sufficient to make such payments.

The Mountain Village Metropolitan District has outstanding general obligation bonds from three issues totaling \$7,970,000. The bonds are general obligations of the District payable from ad valorem taxes which may be levied against all taxable property within the District without limitation of rate and in an amount sufficient to pay the bonds when due. In the event of a default there are limited remedies available to owners of the bonds. There is no provision for acceleration of maturity of the principal of the bonds. Consequently, remedies available to the owners of the bonds may have to be enforced from year to year.

The Town's Housing Authority has an outstanding loan balance of \$11,056,955 related to business activities of the Town. The obligation is secured by a Deed of Trust. In the event of a default the lender may apply all amounts constituting pledged revenue to the unpaid principal of the loan and all interest accrued and unpaid. The lender may accelerate the loan including any prepayment fee and take any other action or remedy available under the law.

Debt Service Requirements

Annual debt service requirements to maturity for general obligation bonds, are as follows:

2021	\$ 670,032	\$ 450,000	\$ 220,032
2022	667,641	480,000	187,641
2023	661,880	510,000	151,880
2024	670,480	530,000	140,480
2025	663,520	535,000	128,520
2026	656,480	540,000	116,480
2027	664,240	560,000	104,240
2028	666,440	575,000	91,440
2029	668,280	590,000	78,280
2030	664,640	600,000	64,640
2031	670,720	620,000	50,720
2032	661,240	625,000	36,240
2033	466,680	445,000	21,680
2034	464,560	450,000	14,560
2035	467,360	460,000	7,360
2036	-	-	-
	<u>\$ 9,384,193</u>	<u>\$ 7,970,000</u>	<u>\$ 1,414,193</u>

The 2011, 2014, and 2020 bond resolutions require the maintenance of a liquidity reserve of \$300,000. The liquidity reserve is available to pay debt service on all the District's outstanding General Obligation bonds.

Note 10 - Long-term Liabilities (Continued)

Authorized Unissued Debt

The Town has no authorized or unissued debt.

Tax Exempt Loan

On September 30, 2014 the Town of Mountain Village Housing Authority issued \$12,340,000 in tax exempt debt in the form of a loan secured by pledged revenues, a deed of trust, a sales tax revenue fund and a debt service reserve. The loan proceeds were used to refinance the Series 2000 revenue bonds. The loan has a fixed rate of 3.17% with a maturity date December 1, 2024.

Following is the debt service requirements of the 2014 Series A Loan to maturity:

Revenue Bonds Debt Service Requirements Loan Series 2014A			
Year	Total	Principal	Interest
2021	\$ 788,278	\$ 432,904	\$ 355,374
2022	788,277	446,817	341,460
2023	788,277	461,178	327,099
2024	10,029,188	9,716,056	313,132
	<u>\$ 12,394,020</u>	<u>\$ 11,056,955</u>	<u>\$ 1,337,065</u>

Pledged Revenues

The Town has issued General Obligation and Housing Facility Revenue Bonds which are outstanding through year end. These bonds were issued to finance various projects within each of the issuing funds, with pledged revenues coming from property taxes levied (for GO Bonds) and rent revenues (for Housing Authority Debt).

	Amount Pledged	Term of Commitment
Governmental Activities:		
Series 11	\$ 1,900,000	2032
Series 14	\$ 595,000	2022
Series 20	\$ 5,475,000	2035
Business-type Activities:		
Series 14A Loan	\$ 11,056,955	2024

The total pledged revenue is not estimable in comparison to pledged debt in that revenues are uncertain to future amounts. However, the debt coverage requirement for each issue must be met or the bonds will be in default. This provides sufficient coverage each year for the pledged debt. The debt service coverage or comparison of pledged revenues net of specific operating expenses, for each pledged debt is outlined in the Pledged-Revenue Coverage Table in the Statistical Section of this Comprehensive Annual Financial Report.

Note 11 - Relationship with Other Entities

TMVOA and the Town are members of the Mountain Village Condominium Owner's Association (MVCOA), which was created to manage the complex that includes a grocery store, postal and municipal office facilities.

The Telluride Fire Protection District (Fire District) and the Town have an intergovernmental agreement for the ownership of a joint service facility. The Fire District is responsible for administration of the joint service facility. The Town reports its percentage interest in the joint facility as a capital asset and its percentage of the joint service facility's operating costs as an operating expense. The Town's carrying value of its interest in the joint facility was \$360,350 as of December 31, 2020.

Marketing Telluride, Inc. (MTI) provides services to promote the communities of Telluride and Mountain Village. During 2020, the Town contributed 100% of the Town's business license revenues, net of a 6% administrative fee and ½ of a 4% lodging tax, net of a 1% administrative fee, imposed on the rental of accommodations within the Town to assist in funding these services. The total amount expended related to the funding to MTI during 2020 was \$1.28 million.

Beginning in 2004, the Town imposed a 2% sales tax on bar and restaurant sales to fund the Airline Guaranty Program administered by the TMRAO. The objective of the Airline Guaranty Program is to increase air service into the Telluride and Montrose regional airports. In addition, in 2003, the lodging tax was increased to 4%, with 2% of the tax to fund services provided by MTI above. The additional 2% is to fund the Airline Guaranty Program. The amount remitted to TMRAO during 2020 was \$1.34 million.

Note 12 - Transfer of Assets and Assumption of Services

In 1997, TMVOA entered into an agreement with TSGC to pay a certain portion of operational costs of the Chondola, which provides supplemental public transportation within the Town. The agreement is for a term of one year and automatically renews for one-year terms unless terminated by either party. The final capital lease payment was made June 1, 2007. TMVOA assigned its responsibilities under the agreement to the District effective January 1, 2004. Effective January 1, 2007, the responsibilities under the agreement were transferred to the Town pursuant to the Order.

TMVOA and TSGC have agreed to fund operations and maintenance costs of the gondola transit system operated by the District through December 31, 2027. The operation and maintenance costs of the gondola are paid by TMVOA except for a 1% surcharge on certain ski lift tickets, which is contributed by TSGC. Effective January 1, 2007, the responsibilities under the agreement were transferred to the Town pursuant to the Order.

TSGC leases a portion of a maintenance facility formerly from the District, now the Town. The original lease is now paid and the monthly rental for the balance of the ninety-nine year lease is \$1 with an option to purchase by each party for \$10. Effective January 1, 2007 the lease was transferred to the Town pursuant to the Order.

Note 12 - Transfer of Assets and Assumption of Services (Continued)

In exchange for contributing certain water and sewer systems to the District in 1984, TSGC was to be given free water and sewer services and taps so long as such credit does not exceed \$36,000 annually, increasing by 4% each year. The Town assumed the obligation effective January 1, 2007. The Town has determined that the water credit exceeded the \$36,000, annually increased by 4% each year, therefore the agreement was terminated, and the Town will no longer be refunding water and sewer fees to TSG.

Effective January 1, 2004 TMVOA transferred the following functions and assets to the District.

- Common area property maintenance - open space parcels and related management functions.
- Trash services - trash facilities and removal.
- Postal operations - postal operations within Mountain Village.

Effective January 1, 2007, the village activities functions were transferred to the Town in accordance with the Order with continued funding by TMVOA. The Town continued the village activities function through August of 2007, at which time, it was transferred to TMVOA. Property Maintenance, Trash Services, and Postal Operations were transferred to the Town in accordance with the Order. The agreement with TMVOA for funding common area maintenance, trash services and postal functions was terminated and these functions and services were transferred to the Town effective January 1, 2007.

Under the agreement to sell Lots 50 and 51, TMVOA and MVMD agreed to purchase certain improvements to be constructed by the purchaser of the properties. These improvements include subsurface facilities (122 parking spaces, a loading dock and a pro-rata share of the cost to construct a ramp and tunnel to the garage), an ice skating rink, a skate rental facility, a building to house the Zamboni used for ice maintenance, public restrooms and certain plaza improvements. The purchase price for the subsurface facilities is \$5,867,000, plus an allowance of 8% (\$470,000) for soft costs. MVMD agreed to fund the subsurface facility costs through a bond issue in the amount of \$8,900,000. TMVOA subsequently assigned all of their rights to purchase the other improvements to MVMD (now the Town) and agreed to fund the purchase of all of the improvements, with the exception of the subsurface facilities.

Note 13 - Risk Management

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The Town belongs to the Colorado Intergovernmental Risk Sharing Agency (CIRSA) property and casualty pool, a public entity risk pool currently operating as a common risk management and insurance program for members. CIRSA is to be self-sustaining through member premiums and reinsures through commercial companies for claims in excess of certain limits for each insured event.

CIRSA members are subject to a supplemental assessment in the event of a deficiency. Claims settlements have not exceeded coverage in the last three years.

Note 13 - Risk Management (Continued)

Effective January 1, 2007, the Town changed its health insurance program from a self-insured program to a government pooled plan with the non-profit Colorado Employer Benefit Trust (CEBT). The Colorado Employer Benefit Trust (CEBT) is a multiple employer trust for public institutions providing employee benefits. Since 1980 CEBT has grown to approximately 36,000 members and about 400 participating groups. The Trust is governed by a Board of Trustees made up of representatives from participating groups. The Trust fund is approaching \$220 million in annual premium deposits with approximately \$40 million in reserves. The purpose of the CEBT is to spread risk of adverse claims over a larger base of members and to recognize reduced administrative costs through economies of scale. Under this program the Town takes on no additional risk beyond monthly premiums. If claim costs should exceed the Town's monthly plan premiums, CEBT will take on the additional cost associated with those claims. 2020 claims were 78% of premiums due with the reduction due primarily to reduced claims during Covid lockdown.

Note 14 - Retirement Plans

Defined Benefit Pension Plan**Summary of Significant Accounting Policies**

Pensions The Town of Mountain Village participates in the Local Government Division Trust Fund (LGDTF), a cost-sharing multiple-employer defined benefit pension plan administered by the Public Employees' Retirement Association of Colorado ("PERA"). The net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the LGDTF have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

The Colorado General Assembly passed significant pension reform through Senate Bill (SB) 18-200: Concerning Modifications To the Public Employees' Retirement Association Hybrid Defined Benefit Plan Necessary to Eliminate with a High Probability the Unfunded Liability of the Plan Within the Next Thirty Years. The bill was signed into law by Governor Hickenlooper on June 4, 2018. SB 18-200 makes changes to certain benefit provisions. Some, but not all, of these changes were in effect as of 12/31/2020.

General Information about the Pension Plan

Plan description Eligible employees of The Town of Mountain Village are provided with pensions through the LGDTF—a cost-sharing multiple-employer defined benefit pension plan administered by PERA. Plan benefits are specified in Title 24, Article 51 of the Colorado Revised Statutes (C.R.S.), administrative rules set forth at 8 C.C.R. 1502-1, and applicable provisions of the federal Internal Revenue Code. Colorado State law provisions may be amended from time to time by the Colorado General Assembly. PERA issues a publicly available comprehensive annual financial report that can be obtained at www.copera.org/investments/pera-financial-reports.

Note 14 - Retirement Plans (Continued)

Benefits provided as of December 31, 2019. PERA provides retirement, disability, and survivor benefits. Retirement benefits are determined by the amount of service credit earned and/or purchased, highest average salary, the benefit structure(s) under which the member retires, the benefit option selected at retirement, and age at retirement. Retirement eligibility is specified in tables set forth at C.R.S. § 24-51-602, 604, 1713, and 1714.

The lifetime retirement benefit for all eligible retiring employees under the PERA benefit structure is the greater of the:

Highest average salary multiplied by 2.5 percent and then multiplied by years of service credit.

The value of the retiring employee's member contribution account plus a 100 percent match on eligible amounts as of the retirement date. This amount is then annuitized into a monthly benefit based on life expectancy and other actuarial factors.

In all cases the service retirement benefit is limited to 100 percent of highest average salary and also cannot exceed the maximum benefit allowed by federal Internal Revenue Code.

Members may elect to withdraw their member contribution accounts upon termination of employment with all PERA employers; waiving rights to any lifetime retirement benefits earned. If eligible, the member may receive a match of either 50 percent or 100 percent on eligible amounts depending on when contributions were remitted to PERA, the date employment was terminated, whether 5 years of service credit has been obtained and the benefit structure under which contributions were made.

As of December 31, 2019, benefit recipients who elect to receive a lifetime retirement benefit are generally eligible to receive post-retirement cost-of-living adjustments, referred to as annual increases in the C.R.S., once certain criteria are met. Pursuant to SB 18-200, the annual increase for 2019 is 0.00 percent for all benefit recipients. Thereafter, benefit recipients under the PERA benefit structure who began eligible employment before January 1, 2007, and all benefit recipients of the DPS benefit structure will receive an annual increase of 1.25 percent unless adjusted by the automatic adjustment provision (AAP) pursuant to C.R.S. § 24-51-413. Benefit recipients under the PERA benefit structure who began eligible employment on or after January 1, 2007 will receive the lessor of an annual increase of 1.25 percent or the average of the Consumer Price Index for Urban Wage Earners and Clerical Workers for the prior calendar year, not to exceed 10 percent of PERA's Annual Increase Reserve (AIR) for the LGDTF. The AAP may raise or lower the aforementioned annual increase by up to 0.25 percent based on the parameters specified in C.R.S. § 24-51-413.

Disability benefits are available for eligible employees once they reach five years of earned service credit and are determined to meet the definition of disability. The disability benefit amount is based on the lifetime retirement benefit formula(s) shown above considering a minimum 20 years of service credit, if deemed disabled.

Survivor benefits are determined by several factors, which include the amount of earned service credit, highest average salary of the deceased, the benefit structure(s) under which service credit was obtained, and the qualified survivor(s) who will receive the benefits .

Note 14 - Retirement Plans (Continued)

Contributions provisions as of December 31, 2019 Eligible employees and The Town of Mountain Village are required to contribute to the LGDTF at a rate set by Colorado statute. The contribution requirements are established under C.R.S. § 24-51-401, et seq. and § 24-51-413. Employee contribution rates for the period of 01/01/2019 through 12/31/2019 are summarized in the table below:

	January 1, 2019 Through December 31, 2019	January 1, 2020 Through June 30, 2020	July 1, 2020 Through December 31, 2020
Employee contribution (all employees except State Troopers)	8.00%	8.00%	8.50%
State Troopers Only	N/A	10.00%	10.50%

Contribution rates for the LGDTF are expressed as a percentage of salary as defined in C.R.S. § 24-51-101(42).

The employer contribution requirements for all employees are summarized in the table below:

	January 1, 2019 Through June 30, 2020	July 1, 2020 Through December 31, 2020
Employer contribution rate	10.00%	10.50%
Amount of employer contribution apportioned to the Health Care Trust Fund as specified in C.R.S. § 24-51-208(1)(f)	(1.02)%	(1.02)%
Amount apportioned to the LGDTF	8.98%	9.48%
Amortization Equalization Disbursement (AED) as specified in C.R.S. § 24-51-411	2.20%	2.20%
Supplemental Amortization Equalization Disbursement (SAED) as specified in C.R.S. § 24-51-411	1.50%	1.50%
Total employer contribution rate to the LGDTF	12.68%	13.18%

Contribution Rates for the LGDTF are expressed as a percentage of salary as defined in C.R.S. § 24-51-101(42).

Note 14 - Retirement Plans (Continued)

Employer contributions are recognized by the LGDTF in the period in which the compensation becomes payable to the member and The Town of Mountain Village is statutorily committed to pay the contributions to the LGDTF. Employer contributions recognized by the LGDTF from The Town of Mountain Village and enterprise funds were \$841,893 for the year ended December 31, 2020. The fund breakout is shown below:

Employer Contributions	
Governmental Funds	\$ 694,814
Broadband Fund	41,000
Water/Sewer Fund	38,643
Child Development Fund	36,033
VCA (Affordable Housing) Fund	31,403
Total	\$ 841,893

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2020, The Town of Mountain Village reported a liability of \$6,991,780 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2018. Standard update procedures were used to roll forward the total pension liability to December 31, 2019. The Town of Mountain Village proportion of the net pension liability was based on The Town of Mountain Village contributions to the LGDTF for the calendar year 2019 relative to the total contributions of participating employers to the LGDTF. The fund breakout is shown below:

Allocation of Net Pension Liability (NPL)		
Governmental Funds	\$ 5,770,316	82.53%
Broadband Fund	340,500	4.87%
Water/Sewer Fund	320,923	4.59%
Child Development Fund	299,248	4.28%
VCA (Affordable Housing) Fund	260,793	3.73%
Total	\$ 6,991,780	100.00%

At December 31, 2019, The Town of Mountain Village proportion was 0.9559565818% which was a decrease of 0.0258268902% from its proportion measured as of December 31, 2018.

Note 14 - Retirement Plans (Continued)

For the year ended December 31, 2020, the recognized pension expenses for the Town and the enterprise funds were as follows:

Pension Expense	
Governmental Funds	\$ 360,459
Broadband Fund	98,379
Water/Sewer Fund	20,046
Child Development Fund	(88,726)
VCA (Affordable Housing) Fund	25,690
Total	\$ 415,849

For the year ended December 31, 2020, The Town of Mountain Village recognized pension expense of \$415,848. At December 31, 2020, The Town of Mountain Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 457,530	\$ -
Changes of assumptions or other inputs	-	-
Net difference between projected and actual earnings on pension plan investments	-	2,860,432
Changes in proportion and differences between contributions recognized and proportionate share of contributions	-	208,400
Contributions subsequent to the measurement date	842,770	-
Total	\$ 1,300,300	\$ 3,068,833

\$842,770 reported as deferred outflows of resources related to pensions, resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

**Amortization for the Year Ended
12/31:**

2021	(663,525)
2022	(850,167)
2023	(121,626)
2024	(975,984)
2025	-
Thereafter	-

Note 14 - Retirement Plans (Continued)

Actuarial assumptions the total pension liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions and other inputs:

Actuarial cost method	Entry age
Price inflation	2.40 percent
Real wage growth	1.10 percent
Wage inflation	3.50 percent
Salary increases, including wage inflation	3.50 – 10.45 percent
Long-term investment rate of return, net of pension plan investment expenses, including price inflation	7.25 percent
Discount rate	7.25 percent
Post-retirement benefit increases:	
PERA benefit structure hired prior to 1/1/07 and DPS benefit structure (automatic)	1.25 percent compounded annually
PERA benefit structure hired after 12/31/06 (ad hoc, substantively automatic) ¹	Financed by the Annual Increase Reserve

¹ For 2019, the annual increase was 0.00 percent.

Healthy mortality assumptions for active members reflect the RP-2014 White Collar Employee Mortality Table, a table specifically developed for actively working people. To allow for an appropriate margin of improved mortality prospectively, the mortality rates incorporate a 70 percent factor applied to male rates and a 55 percent factor applied to female rates.

Post-retirement non-disabled mortality assumptions were based on the RP-2014 Healthy Annuitant Mortality Table, adjusted as follows:

- **Males:** Mortality improvement projected to 2018 using the MP-2015 projection scale, a 73 percent factor applied to rates for ages less than 80, a 108 percent factor applied to rates for ages 80 and above, and further adjustments for credibility.
- **Females:** Mortality improvement projected to 2020 using the MP-2015 projection scale, a 78 percent factor applied to rates for ages less than 80, a 109 percent factor applied to rates for ages 80 and above, and further adjustments for credibility. For disabled retirees, the mortality assumption was based on 90 percent of the RP-2014 Disabled Retiree Mortality Table.

For disabled retirees, the mortality assumption was based on 90 percent of the RP-2014 Disabled Retiree Mortality Table.

The actuarial assumptions used in the December 31, 2018, valuation were based on the results of the 2016 experience analysis for the periods January 1, 2012, through December 31, 2015, as well as, the October 28, 2016, actuarial assumptions workshop and were adopted by the PERA Board during the November 18, 2016, Board meeting.

Note 14 - Retirement Plans (Continued)

The long-term expected return on plan assets is reviewed as part of regular experience studies prepared every four or five years for PERA. Recently, this assumption has been reviewed more frequently. The most recent analyses were outlined in presentations to PERA's Board on October 28, 2016.

Several factors were considered in evaluating the long-term rate of return assumption for the LGDTF, including long-term historical data, estimates inherent in current market data, and a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation.

As of the most recent adoption of the long-term expected rate of return by the PERA Board, the target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	10 Year Expected Geometric Real Rate of Return
U.S. Equity – Large Cap	21.20%	4.30%
U.S. Equity – Small Cap	7.42%	4.80%
Non U.S. Equity – Developed	18.55%	5.20%
Non U.S. Equity – Emerging	5.83%	5.40%
Core Fixed Income	19.32%	1.20%
High Yield	1.38%	4.30%
Non US Fixed Income - Developed	1.84%	0.60%
Emerging Market Bonds	0.46%	3.90%
Core Real Estate	8.50%	4.90%
Opportunity Fund	6.00%	3.80%
Private Equity	8.50%	6.60%
Cash	1.00%	0.20%
Total	100.00%	

In setting the long-term expected rate of return, projections employed to model future returns provide a range of expected long-term returns that, including expected inflation, ultimately support a long-term expected rate of return assumption of 7.25 percent.

Discount rate. The discount rate used to measure the total pension liability was 7.25 percent. The projection of cash flows used to determine the discount rate applied the actuarial cost method and assumptions shown above. In addition, the following methods and assumptions were used in the projection of cash flows:

- Total covered payroll for the initial projection year consists of the covered payroll of the active membership present on the valuation date and the covered payroll of future plan members assumed to be hired during the year. In subsequent projection years, total covered payroll was assumed to increase annually at a rate of 3.50 percent.

Note 14 - Retirement Plans (Continued)

- Employee contributions were assumed to be made at the member contribution rates in effect for each year, including the additional 0.50 percent resulting from the 2018 AAP assessment, statutorily recognized July 1, 2019, and effective July 1, 2020. Employee contributions for future plan members were used to reduce the estimated amount of total service costs for future plan members.
- Employer contributions were assumed to be made at rates equal to the fixed statutory rates specified in law for each year, including the additional 0.50 percent, resulting from the 2018 AAP assessment, statutorily recognized July 1, 2019, and effective July 1, 2020. Employer contributions also include current and estimated future AED and SAED, until the actuarial value funding ratio reaches 103 percent, at which point, the AED and SAED will each drop 0.50 percent every year until they are zero. Additionally, estimated employer contributions reflect reductions for the funding of the AIR and retiree health care benefits. For future plan members, employer contributions were further reduced by the estimated amount of total service costs for future plan members not financed by their member contributions.
- Employer contributions and the amount of total service costs for future plan members were based upon a process to estimate future actuarially determined contributions assuming an analogous future plan member growth rate.
- The AIR balance was excluded from the initial fiduciary net position, as, per statute, AIR amounts cannot be used to pay benefits until transferred to either the retirement benefits reserve or the survivor benefits reserve, as appropriate. AIR transfers to the fiduciary net position and the subsequent AIR benefit payments were estimated and included in the projections.
- The projected benefit payments reflect the lowered annual increase cap, from 1.50 percent to 1.25 percent resulting from the 2018 AAP assessment, statutorily recognized July 1, 2019, and effective July 1, 2020.
- Benefit payments and contributions were assumed to be made at the middle of the year.

Based on the above assumptions and methods, LGDTF's fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return of 7.25 percent on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate determination does not use the municipal bond index rate, and therefore, the discount rate is 7.25 percent. There was no change in the discount rate from the prior measurement date.

Sensitivity of the Town of Mountain Village proportionate share of the net pension liability to changes in the discount rate. The following presents the proportionate share of the net pension liability calculated using the discount rate of 7.25 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

Note 14 - Retirement Plans (Continued)

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Collective Net Pension Liability	\$ 1,343,511,000	\$ 731,391,000	\$ 216,604,000
Governmental Funds	10,599,643	5,770,316	1,708,899
Broadband Fund	625,473	340,500	100,840
Water/Sewer Fund	589,511	320,923	95,043
Child Development Fund	549,697	299,248	88,623
VCA (Affordable Housing) Fund	479,058	260,793	77,235
Town of Mountain Village Total	\$ 12,843,382	\$ 6,991,780	\$ 2,070,640

Pension plan fiduciary net position Detailed information about the LGDTF's fiduciary net position is available in PERA's comprehensive annual financial report which can be obtained at www.copera.org/investments/pera-financial-reports.

Defined Contribution Pension Plans

Voluntary Investment Program

Plan Description - Employees of The Town of Mountain Village that are also members of the LGDTF may voluntarily contribute to the Voluntary Investment Program, an Internal Revenue Code Section 401(k) defined contribution plan administered by PERA. Title 24, Article 51, Part 14 of the C.R.S., as amended, assigns the authority to establish the Plan provisions to the PERA Board of Trustees. PERA issues a publicly available comprehensive annual financial report which includes additional information on the Voluntary Investment Program. That report can be obtained at www.copera.org/investments/pera-financial-reports.

Funding Policy - The Voluntary Investment Program is funded by voluntary member contributions up to the maximum limits set by the Internal Revenue Service, as established under Title 24, Article 51, Section 1402 of the C.R.S., as amended. In addition, The Town of Mountain Village has agreed to match employee contributions up to 9 percent of covered salary as determined by the Internal Revenue Service. Employees are immediately vested in their own contributions, employer contributions and investment earnings. The 401(k) Plan member contributions from the Town for the year ended December 31, 2020, were \$345,689. The employer contributions to the 401(k) Plan from the Town for the year ended December 31, 2020 were \$268,306.

Defined Benefit Other Post Employment Benefit (OPEB) Plan

Summary of Significant Accounting Policies

OPEB. The Town of Mountain Village participates in the Health Care Trust Fund (HCTF), a cost-sharing multiple-employer defined benefit OPEB fund administered by the Public Employees' Retirement Association of Colorado ("PERA"). The net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, OPEB expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the HCTF have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefits paid on behalf of health care participants are recognized when due and/or payable in accordance with the benefit terms. Investments are reported at fair value.

Note 14 - Retirement Plans (Continued)

General Information about the OPEB Plan

Plan description. Eligible employees of the Town of Mountain Village are provided with OPEB through the HCTF—a cost-sharing multiple-employer defined benefit OPEB plan administered by PERA. The HCTF is established under Title 24, Article 51, Part 12 of the Colorado Revised Statutes (C.R.S.), as amended. Colorado State law provisions may be amended from time to time by the Colorado General Assembly. Title 24, Article 51, Part 12 of the C.R.S., as amended, sets forth a framework that grants authority to the PERA Board to contract, self-insure, and authorize disbursements necessary in order to carry out the purposes of the PERACare program, including the administration of the premium subsidies. Colorado State law provisions may be amended from time to time by the Colorado General Assembly. PERA issues a publicly available comprehensive annual financial report that can be obtained at www.copera.org/investments/pera-financial-reports.

Benefits provided. The HCTF provides a health care premium subsidy to eligible participating PERA benefit recipients and retirees who choose to enroll in one of the PERA health care plans, however, the subsidy is not available if only enrolled in the dental and/or vision plan(s). The health care premium subsidy is based upon the benefit structure under which the member retires and the member's years of service credit. For members who retire having service credit with employers in the Denver Public Schools (DPS) Division and one or more of the other four Divisions (State, School, Local Government and Judicial), the premium subsidy is allocated between the HCTF and the Denver Public Schools Health Care Trust Fund (DPS HCTF). The basis for the amount of the premium subsidy funded by each trust fund is the percentage of the member contribution account balance from each division as it relates to the total member contribution account balance from which the retirement benefit is paid.

C.R.S. § 24-51-1202 et seq. specifies the eligibility for enrollment in the health care plans offered by PERA and the amount of the premium subsidy. The law governing a benefit recipient's eligibility for the subsidy and the amount of the subsidy differs slightly depending under which benefit structure the benefits are calculated. All benefit recipients under the PERA benefit structure and all retirees under the DPS benefit structure are eligible for a premium subsidy, if enrolled in a health care plan under PERACare. Upon the death of a DPS benefit structure retiree, no further subsidy is paid.

Enrollment in the PERACare is voluntary and is available to benefit recipients and their eligible dependents, certain surviving spouses, and divorced spouses and guardians, among others. Eligible benefit recipients may enroll into the program upon retirement, upon the occurrence of certain life events, or on an annual basis during an open enrollment period.

PERA Benefit Structure

The maximum service-based premium subsidy is \$230 per month for benefit recipients who are under 65 years of age and who are not entitled to Medicare; the maximum service-based subsidy is \$115 per month for benefit recipients who are 65 years of age or older or who are under 65 years of age and entitled to Medicare. The basis for the maximum service-based subsidy, in each case, is for benefit recipients with retirement benefits based on 20 or more years of service credit. There is a 5 percent reduction in the subsidy for each year less than 20. The benefit recipient pays the remaining portion of the premium to the extent the subsidy does not cover the entire amount.

Note 14 - Retirement Plans (Continued)

For benefit recipients who have not participated in Social Security and who are not otherwise eligible for premium-free Medicare Part A for hospital-related services, C.R.S. § 24-51-1206(4) provides an additional subsidy. According to the statute, PERA cannot charge premiums to benefit recipients without Medicare Part A that are greater than premiums charged to benefit recipients with Part A for the same plan option, coverage level, and service credit. Currently, for each individual PERACare enrollee, the total premium for Medicare coverage is determined assuming plan participants have both Medicare Part A and Part B and the difference in premium cost is paid by the HCTF or the DPS HCTF on behalf of benefit recipients not covered by Medicare Part A.

DPS Benefit Structure

The maximum service-based premium subsidy is \$230 per month for retirees who are under 65 years of age and who are not entitled to Medicare; the maximum service-based subsidy is \$115 per month for retirees who are 65 years of age or older or who are under 65 years of age and entitled to Medicare. The basis for the maximum subsidy, in each case, is for retirees with retirement benefits based on 20 or more years of service credit. There is a 5 percent reduction in the subsidy for each year less than 20. The retiree pays the remaining portion of the premium to the extent the subsidy does not cover the entire amount.

For retirees who have not participated in Social Security and who are not otherwise eligible for premium-free Medicare Part A for hospital-related services, the HCTF or the DPS HCTF pays an alternate service-based premium subsidy. Each individual retiree meeting these conditions receives the maximum \$230 per month subsidy reduced appropriately for service less than 20 years, as described above. Retirees who do not have Medicare Part A pay the difference between the total premium and the monthly subsidy.

Contributions. Pursuant to Title 24, Article 51, Section 208(1) (f) of the C.R.S., as amended, certain contributions are apportioned to the HCTF. PERA-affiliated employers of the State, School, Local Government, and Judicial Divisions are required to contribute at a rate of 1.02 percent of PERA-includable salary into the HCTF.

Employer contributions are recognized by the HCTF in the period in which the compensation becomes payable to the member and the Town of Mountain Village is statutorily committed to pay the contributions. Employer contributions recognized by the HCTF from The Town of Mountain Village were \$67,723 for the year ended December 31, 2020. The fund breakout is shown below:

Employer Contributions	
Governmental Funds	\$ 55,892
Broadband Fund	3,298
Water/Sewer Fund	3,108
Child Development Fund	2,899
VCA (Affordable Housing) Fund	2,526
Total	\$ 67,723

OPFB Liabilities, OPFB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPFB

At December 31, 2020, the Town of Mountain Village reported a liability of \$821,170 for its proportionate share of the net OPFB liability. The net OPFB liability for the HCTF was measured as of December 31, 2019, and the total OPFB liability used to calculate the net OPFB liability was determined by an actuarial valuation as of December 31, 2018. Standard update procedures were used to roll-forward the total OPFB liability to December 31, 2019. The Town of Mountain Village proportion of the net OPFB liability was based on The Town of Mountain Village contributions to the HCTF for the calendar year 2019 relative to the total contributions of participating employers to the HCTF. The fund breakout is shown below:

Allocation of Net OPFB Liability (NPL)	
Governmental Funds	\$ 677,711
Broadband Fund	39,991
Water/Sewer Fund	37,692
Child Development Fund	35,146
VCA (Affordable Housing) Fund	30,630
Total	\$ 821,170
	82.53%
	4.87%
	4.59%
	4.28%
	3.73%
	100.00%

At December 31, 2019, the Town of Mountain Village proportion was 0.07305785%, which was a decrease of 0.0030795329% from its proportion measured as of December 31, 2018. For the year ended December 31, 2020, the Town of Mountain Village recognized OPFB expense of \$49,252. The breakout is as follows:

OPFB Expense	
Governmental Funds	\$ 42,335
Broadband Fund	10,366
Water/Sewer Fund	2,354
Child Development Fund	(8,765)
VCA (Affordable Housing) Fund	2,962
Total	\$ 49,252

At December 31, 2019, the Town of Mountain Village reported deferred outflows of resources and deferred inflows of resources related to OPFB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 2,725	\$ 137,987
Changes of assumptions or other inputs	6,813	-
Net difference between projected and actual earnings on pension plan investments	-	13,706
Changes in proportion and differences between contributions recognized and proportionate share of contributions	11,718	34,984
Contributions subsequent to the measurement date	67,723	-
Total	\$ 88,979	\$ 186,677

Note 14 - Retirement Plans (Continued)

\$67,723 reported as deferred outflows of resources related to OPEB, resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net OPEB liability in the year ended December 31, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

**Amortization for the Year Ended
12/31:**

2020	(31,607)
2021	(31,607)
2022	(29,342)
2023	(37,186)
2024	(33,660)
Thereafter	(2,021)

Actuarial assumptions. The total OPEB liability in the December 31, 2018 actuarial valuation was determined using the following actuarial cost method, actuarial assumptions and other inputs:

Actuarial cost method	Entry age
Price inflation	2.40 percent
Real wage growth	1.10 percent
Wage inflation	3.50 percent
Salary increases, including wage inflation	3.50 percent in aggregate
Long-term investment rate of return, net of OPEB plan investment expenses, including price inflation	7.25 percent
Discount rate	7.25 percent
Health care cost trend rates	
PERA benefit structure:	
Service-based premium subsidy	0.00 percent
PERACare Medicare plans	5.60 percent in 2019, gradually decreasing to 4.55 percent in 2029
Medicare Part A premiums	3.5 percent for 2019, gradually increasing to 4.50 percent in 2029
DPS benefit structure:	
Service-based premium subsidy	0.00 percent
PERACare Medicare plans	N/A
Medicare Part A premiums	N/A

Calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of each actuarial valuation and on the pattern of sharing of costs between employers of each fund to that point.

The actuarial assumptions used in the December 31, 2018, valuation were based on the results of the 2016 experience analysis for the periods January 1, 2012, through December 31, 2015, as well as, the October 28, 2016, actuarial assumptions workshop and were adopted by the PERA Board during the November 18, 2016, Board meeting. In addition, certain actuarial assumptions pertaining to per capita

Note 14 - Retirement Plans (Continued)

health care costs and their related trends are analyzed and reviewed by PERA's actuary, as discussed below.

In determining the additional liability for PERACare enrollees who are age sixty-five or older and who are not eligible for premium-free Medicare Part A, the following monthly costs/premiums are assumed for 2019 for the PERA Benefit Structure:

Medicare Plan	Cost for Members Without Medicare Part A	Premiums for Members Without Medicare Part A
Medicare Advantage/Self-Insured Prescription	\$601	\$240
Kaiser Permanente Medicare Advantage HMO	605	237

The 2019 Medicare Part A premium is \$437 per month.

In determining the additional liability for PERACare enrollees in the PERA Benefit Structure who are age sixty-five or older and who are not eligible for premium-free Medicare Part A, the following chart details the initial expected value of Medicare Part A benefits, age adjusted to age 65 for the year following the valuation date:

Medicare Plan	Cost for Members Without Medicare Part A
Medicare Advantage/Self-Insured Prescription	\$562
Kaiser Permanente Medicare Advantage HMO	571

All costs are subject to the health care cost trend rates, as discussed below.

Health care cost trend rates reflect the change in per capita health costs over time due to factors such as medical inflation, utilization, plan design, and technology improvements. For the PERA benefit structure, health care cost trend rates are needed to project the future costs associated with providing benefits to those PERACare enrollees not eligible for premium-free Medicare Part A.

Health care cost trend rates for the PERA benefit structure are based on published annual health care inflation surveys in conjunction with actual plan experience (if credible), building block models and industry methods developed by health plan actuaries and administrators. In addition, projected trends for the Federal Hospital Insurance Trust Fund (Medicare Part A premiums) provided by the Centers for Medicare & Medicaid Services are referenced in the development of these rates. Effective December 31, 2018, the health care cost trend rates for Medicare Part A premiums were revised to reflect the current expectation of future increases in rates of inflation applicable to Medicare Part A premiums.

Note 14 - Retirement Plans (Continued)

The PERA benefit structure health care cost trend rates that were used to measure the total OPEB liability are summarized in the table below:

Year	PERACare Medicare Plans	Medicare Part A Premiums
2019	5.60%	3.50%
2020	8.60%	3.50%
2021	7.30%	3.50%
2022	6.00%	3.75%
2023	5.70%	3.75%
2024	5.50%	3.75%
2025	5.30%	4.00%
2026	5.10%	4.00%
2027	4.90%	4.25%
2028	4.70%	4.25%
2029+	4.50%	4.50%

Mortality assumptions for the determination of the total pension liability for each of the Division Trust Funds as shown below are applied, as applicable, in the determination of the total OPEB liability for the HCTF. Affiliated employers of the State, School, Local Government, and Judicial Divisions participate in the HCTF.

Healthy mortality assumptions for active members were based on the RP-2014 White Collar Employee Mortality Table, a table specifically developed for actively working people. To allow for an appropriate margin of improved mortality prospectively, the mortality rates incorporate a 70 percent factor applied to male rates and a 55 percent factor applied to female rates.

Post-retirement non-disabled mortality assumptions for the State and Local Government Divisions were based on the RP-2014 Healthy Annuitant Mortality Table, adjusted as follows:

- **Males:** Mortality improvement projected to 2018 using the MP-2015 projection scale, a 73 percent factor applied to rates for ages less than 80, a 108 percent factor applied to rates for ages 80 and above, and further adjustments for credibility.
- **Females:** Mortality improvement projected to 2020 using the MP-2015 projection scale, a 78 percent factor applied to rates for ages less than 80, a 109 percent factor applied to rates for ages 80 and above, and further adjustments for credibility.

Post-retirement non-disabled mortality assumptions for the School and Judicial Divisions were based on the RP-2014 White Collar Healthy Annuitant Mortality Table, adjusted as follows:

- **Males:** Mortality improvement projected to 2018 using the MP-2015 projection scale, a 93 percent factor applied to rates for ages less than 80, a 113 percent factor applied to rates for ages 80 and above, and further adjustments for credibility.
- **Females:** Mortality improvement projected to 2020 using the MP-2015 projection scale, a 68 percent factor applied to rates for ages less than 80, a 106 percent factor applied to rates for ages 80 and above, and further adjustments for credibility.

Note 14 - Retirement Plans (Continued)

For disabled retirees, the mortality assumption was based on 90 percent of the RP-2014 Disabled Retiree Mortality Table.

The following health care costs assumptions were updated and used in the measurement of the obligations for the HCTF:

- Initial per capita health care costs for those PERACare enrollees under the PERA benefit structure who are expected to attain age 65 and older ages and are not eligible for premium-free Medicare Part A benefits were updated to reflect the change in costs for the 2019 plan year.
- The morbidity assumptions were updated to reflect the assumed standard aging factors.
- The health care cost trend rates for Medicare Part A premiums were revised to reflect the then-current expectation of future increases in rates of inflation applicable to Medicare Part A premiums.

The long-term expected return on plan assets is reviewed as part of regular experience studies prepared every four or five years for PERA. Recently, this assumption has been reviewed more frequently. The most recent analyses were outlined in presentations to PERA's Board on October 28, 2016.

Several factors were considered in evaluating the long-term rate of return assumption for the HCTF, including long-term historical data, estimates inherent in current market data, and a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation.

As of the most recent adoption of the long-term expected rate of return by the PERA Board, the target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	10 Year Expected Geometric Real Rate of Return
U.S. Equity – Large Cap	21.20%	4.30%
U.S. Equity – Small Cap	7.42%	4.80%
Non U.S. Equity – Developed	18.55%	5.20%
Non U.S. Equity – Emerging	5.83%	5.40%
Core Fixed Income	19.32%	1.20%
High Yield	1.38%	4.30%
Non US Fixed Income - Developed	1.84%	0.60%
Emerging Market Bonds	0.46%	3.90%
Core Real Estate	8.50%	4.90%
Opportunity Fund	6.00%	3.80%
Private Equity	8.50%	6.60%
Cash	1.00%	0.20%
Total	100.00%	

Note 14 - Retirement Plans (Continued)

In setting the long-term expected rate of return, projections employed to model future returns provide a range of expected long-term returns that, including expected inflation, ultimately support a long-term expected rate of return assumption of 7.25 percent.

Sensitivity of the Town of Mountain Village proportionate share of the net OPEB liability to changes in the Health Care Cost Trend Rates. The following presents the net OPEB liability using the current health care cost trend rates applicable to the PERA benefit structure, as well as if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rates:

	in Trend	Trend Rates	in Trend
Initial PERACare Medicare trend rate	4.60%	5.60%	6.60%
Ultimate PERACare Medicare trend rate	3.50%	4.50%	5.50%
Initial Medicare Part A trend rate	2.50%	3.50%	4.50%
Ultimate Medicare Part A trend rate	3.50%	4.50%	5.50%
Net OPEB Liability	\$ 801,662	\$ 821,169	\$ 843,710

Discount rate. The discount rate used to measure the total OPEB liability was 7.25 percent. The projection of cash flows used to determine the discount rate applied the actuarial cost method and assumptions shown above. In addition, the following methods and assumptions were used in the projection of cash flows:

- Updated health care cost trend rates for Medicare Part A premiums as of the December 31, 2019, measurement date.
- Total covered payroll for the initial projection year consists of the covered payroll of the active membership present on the valuation date and the covered payroll of future plan members assumed to be hired during the year. In subsequent projection years, total covered payroll was assumed to increase annually at a rate of 3.50%.
- Employer contributions were assumed to be made at rates equal to the fixed statutory rates specified in law and effective as of the measurement date.
- Employer contributions and the amount of total service costs for future plan members were based upon a process used by the plan to estimate future actuarially determined contributions assuming an analogous future plan member growth rate.
- Benefit payments and contributions were assumed to be made at the end of the year.

Based on the above assumptions and methods, the projection test indicates the HCTF's fiduciary net position was projected to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return of 7.25 percent on OPEB plan investments was applied to all periods of.

Note 14 - Retirement Plans (Continued)

projected benefit payments to determine the total OPEB liability. The discount rate determination does not use the municipal bond index rate, and therefore, the discount rate is 7.25 percent

Sensitivity of the Town of Mountain Village proportionate share of the net OPEB liability to changes in the discount rate. The following presents the proportionate share of the net OPEB liability calculated using the discount rate of 7.25 percent, as well as what the proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Collective Net OPEB Liability	\$ 1,270,906,000	\$ 1,123,998,000	\$ 998,361,000
Governmental Funds	766,288	677,711	601,957
Broadband Fund	45,218	39,991	35,521
Water/Sewer Fund	42,618	37,692	33,479
Child Development Fund	39,740	35,146	31,217
VCA (Affordable Housing) Fund	34,633	30,630	27,206
Town of Mountain Village Total	\$ 928,497	\$ 821,169	\$ 729,380

OPEB plan fiduciary net position. Detailed information about the HCTF’s fiduciary net position is available in PERA’s comprehensive annual financial report which can be obtained at www.copera.org/investments/pera-financial-reports.

Law Enforcement Pension Plans

Law enforcement employees participate in the statewide Fire and Police Pension Association (FPPA) money purchase plan, a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the money purchase plan plus investment earnings. The employees contribute at the rate of 8% and the Town contributes at the rate of 14% of employee salaries. Member contributions are 100% vested. Employer contributions vest over a period of five years. Contribution obligations and benefit provisions of the plan are established under the authority of state statute.

Following is a summary of 2020 FPPA money purchase plan contribution

Total payroll	\$ 7,257,356
Covered payroll	448,874
Contributions:	
Town	62,842
Employees	35,910
Total	\$ 98,752

Note 14 - Retirement Plans (Continued)

The Town offers its law enforcement employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits the employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) held in the Deferred Compensation Plan Trusts for the exclusive benefit of participants and their beneficiaries. FPPA is trustee of the trusts. The Town has no ownership interest in the plan nor is the Town liable for losses under the deferred compensation plan. The Town matches the employee's contributions anywhere from 1% to 9%, depending on the employee's years of service. This is a discretionary match. For the year ended December 31, 2020, the Town contributed \$16,124 on \$20,618 of employee contributions.

Note 15 – Fund Balance Classifications

General Fund

The Town's policy is to apply committed resources first when an expense is incurred for purposes for which committed, restricted, assigned, and unassigned net position are available.

The non-spendable fund balance in the General Fund consists of deposits and prepaid expenses.

The assigned fund balance, authorized by Town Council, is for future purchases of vehicles or equipment in the Vehicle and Equipment Acquisition Fund and the budgeted deficit in the General Fund.

The committed fund balance in the General Fund is collected revenues for energy mitigation that are unexpended but are to be used for specific purposes.

Colorado voters passed an amendment to the State Constitution, Article X, Section 20. The amendment has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments, excluding "enterprises." The amendment is complex and subject to judicial interpretation. The Town believes it is in compliance with the requirements of the amendment. On June 25, 1996 the Town electorate authorized the Town to collect, receive, retain and spend all Town revenues beginning in 1996, without limitations imposed by the amendment. The amendment requires that an emergency reserve be maintained at three percent of fiscal year spending. A portion of the General Fund's fund balance is classified as restricted for emergencies as required by the amendment.

The remaining fund balance in the General Fund is unassigned.

Debt Service Fund

The restricted fund balance in the Debt Service Fund is wholly restricted for debt service obligations.

Note 15 – Fund Balance Classifications (Continued)

Vehicle & Equipment Acquisition Fund

Town Council is authorized, by article VIII of The Town of Mountain Village Home Rule Charter to assign amounts to a specific purpose. The assigned fund balance in the Vehicle & Equipment Acquisition Fund is to be used for future vehicle or equipment acquisitions via a resolution as adopted by Town Council.

Special Revenue Funds

Gondola Fund – Used to account for revenues restricted for the purpose of financing, improving and operating a gondola and “Chondola” transit system for the benefit of the Telluride Mountain Village Resort Company dba Telluride Mountain Village Owners Association (TMVOA), TSG Ski & Golf Company (TSGC), the Town of Telluride, the Town of Mountain Village and San Miguel County, Colorado. The cost of operations and maintenance of the transit system is funded through contributions from TMVOA and TSGC.

Historical Museum Fund - Accounts for the proceeds of a .333 property tax mill levy as authorized by the Town’s electorate for remittance to the Telluride Historical Museum, a nonprofit entity.

Tourism Fund - Accounts for lodging taxes, restaurant taxes, and business license revenues remitted to Marketing Telluride, Inc. (MTI) to promote tourism in the Telluride and Mountain Village Communities, and the Telluride/Montrose Regional Air Organization to fund the Airline Guaranty Program.

Note 16 – Subsequent Events

The Town has been awarded Covid related grant funds for the 2021 fiscal year of \$2.9 million since the end of the year.

Note 17 – Accounting Changes

In March 2018, the GASB issued statement No. 88 - Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements. This Statement defines debt for purposes of disclosure in notes to financial statements and establishes additional financial statement note disclosure requirements related to debt obligations of governments, including direct borrowings and direct placements. The Town implemented this standard January 1, 2020.

Required Supplementary Information

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Town of Mountain Village
General Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>			Variance with Final Budget
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Taxes	\$ 10,093,727	\$ 9,100,768	\$ 9,733,930	\$ 633,162
Licenses & Permits	339,828	420,065	395,985	(24,080)
Intergovernmental	565,671	534,135	572,124	37,989
Charges for Services	250,458	302,458	302,874	416
Fines & Forfeitures	11,841	11,841	68,175	56,334
Earnings on Deposits & Investments	100,000	160,000	190,386	30,386
Miscellaneous	63,619	71,584	62,345	(9,239)
Grants & Contributions	43,438	1,018,412	817,303	(201,109)
Total Revenues	<u>11,468,582</u>	<u>11,619,263</u>	<u>12,143,120</u>	<u>523,857</u>
Expenditures				
General Government	3,540,459	3,973,615	3,682,912	(290,703)
Public Safety	1,125,857	1,111,257	1,052,595	(58,662)
Roads & Bridges	1,134,239	889,093	780,535	(108,558)
Equipment & Property Maintenance	2,233,505	2,124,499	1,889,405	(235,094)
Culture & Recreation	573,576	460,517	400,894	(59,623)
Parking & Transportation	366,546	385,177	336,821	(48,356)
Economic Development	809,920	692,532	626,852	(65,680)
Capital Outlay	48,000	48,000	645,267	597,267
Total Expenditures	<u>9,832,102</u>	<u>9,684,690</u>	<u>9,415,279</u>	<u>(269,411)</u>
Excess of Revenues Over Expenditures	<u>1,636,480</u>	<u>1,934,573</u>	<u>2,727,842</u>	<u>793,269</u>
Other Financing Sources (Uses)				
Proceeds from Sale of Assets	-	-	-	-
Insurance Proceeds	-	-	-	-
Transfers In	710,127	714,290	687,829	(26,461)
Transfers Out	(5,521,553)	(3,566,266)	(3,323,386)	242,880
Total Other Financing Sources (Uses)	<u>(4,811,426)</u>	<u>(2,851,976)</u>	<u>(2,635,557)</u>	<u>216,419</u>
Net Change in Fund Balance	(3,174,946)	(917,403)	92,285	1,009,688
Fund Balance - Beginning of Year	<u>12,393,932</u>	<u>13,703,611</u>	<u>13,703,611</u>	<u>-</u>
Fund Balance - End of Year	<u>\$ 9,218,986</u>	<u>\$12,786,208</u>	<u>\$ 13,795,896</u>	<u>\$1,009,688</u>

The basis of budgeting is the same as GAAP and this schedule is presented on that basis.

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual - Special Revenue Fund -
Gondola Fund**

For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Contributions:				
Mountain Village Owner's Association	\$ 4,273,259	\$ 3,011,883	\$ 2,835,444	\$ (176,439)
Telluride Ski and Golf Company	200,000	150,000	187,360	37,360
Other Revenues:				
Event Operating Hours Subsidies	-	-	6,831	6,831
Grant Funding	612,040	1,195,512	1,195,511	(1)
Miscellaneous	-	-	973	973
Operating Contributions	36,000	36,000	36,000	-
Total Revenues	<u>5,121,299</u>	<u>4,393,395</u>	<u>4,262,119</u>	<u>(131,276)</u>
Expenditures				
Gondola:				
Grant Success Fees	8,500	8,500	-	(8,500)
Operations	1,931,460	1,928,942	2,021,581	92,639
MARRS	76,246	82,260	70,301	(11,959)
Maintenance	1,407,996	1,400,849	1,393,983	(6,866)
Fixed Costs	455,556	410,632	407,954	(2,678)
Contingency	124,640	120,000	-	(120,000)
Major Repairs and Maintenance	675,000	155,000	98,650	(56,350)
Capital Outlay	112,000	14,500	69,644	55,144
Chondola:				
Operations	274,901	217,712	167,757	(49,955)
Capital Outlay	-	-	-	-
Total Expenditures	<u>5,066,299</u>	<u>4,338,395</u>	<u>4,229,870</u>	<u>(108,525)</u>
Excess of Revenues Over Expenditures	<u>55,000</u>	<u>55,000</u>	<u>32,249</u>	<u>22,751</u>
Other Financing Uses				
Proceeds from Sale of Assets	-	-	-	-
Transfers To Other Funds	(55,000)	(55,000)	(32,249)	22,751
Other Financing Uses	<u>(55,000)</u>	<u>(55,000)</u>	<u>(32,249)</u>	<u>22,751</u>
Net Change in Fund Balance	-	-	-	-
Fund Balance, Beginning of Year	-	-	-	-
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The basis of budgeting is the same as GAAP and this schedule is presented on that basis.

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual - Special Revenue Fund -
Tourism Fund**

For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Sales and Marketing:				
Lodging Taxes	\$ 2,124,124	\$ 1,902,038	\$ 1,969,942	\$ 67,904
Restaurant Taxes	478,135	381,120	386,953	5,833
Business License Fees	315,307	318,227	325,964	7,737
Penalties and Interest	10,500	12,000	13,297	1,297
Total Revenues	2,928,066	2,613,385	2,696,156	82,771
Expenditures				
Administrative Expense	2,500	2,500	2,500	-
Contract Sales and Marketing Services	1,347,831	1,240,642	1,281,527	40,885
Airline Guaranty	1,509,392	1,305,497	1,344,486	38,989
Total Expenditures	2,859,723	2,548,639	2,628,513	79,875
Revenues Over				
Expenditures Before Transfers	68,343	64,747	67,643	2,896
Transfers				
Transfer In (Out)	(68,343)	(64,747)	(67,643)	(2,896)
Net Change in Fund Balance	-	-	-	-
Fund Balance, Beginning of Year	-	-	-	-
Fund Balance, End of Year	\$ -	\$ -	\$ -	\$ -

See the accompanying independent auditor's report.

Town of Mountain Village
Schedule of the Town's Proportionate Share of the Net Pension Liability
Last Seven Years - Pension Schedules will eventually be shown for the last ten years, information will be added as it becomes available

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Town of Mountain Village proportion (share) of the collective net pension liability	0.9559565818%	0.9817834720%	0.9644828282%	0.9648373425%	0.9835017662%	0.9782010094%	0.9833245881%
Town of Mountain Village share of the collective pension liability	\$ 6,991,780	\$ 12,343,109	\$ 10,738,841	\$ 13,028,594	\$ 10,834,069	\$ 8,767,731	\$ 8,091,985
Covered payroll	\$ 6,629,833	\$ 6,439,455	\$ 6,084,367	\$ 5,848,122	\$ 5,586,318	\$ 5,362,058	\$ 5,241,993
Town of Mountain Village proportionate share of the net pension liability as a percentage of it's covered payroll	105.46%	191.68%	176.50%	222.78%	193.94%	163.51%	154.37%
Plan fiduciary net pension as a percentage of the total pension liability	86.26%	75.96%	79.37%	73.65%	76.87%	80.72%	81.00%

The amounts presented for each fiscal year were determined as of December 31

Town of Mountain Village
Schedule of Activity - Employer Pension Contributions
Last Seven Years - Pension Schedules will eventually be shown for the last ten years, information will be added as it becomes available

	<u>December 31, 2020</u>	<u>December 31, 2019</u>	<u>December 31, 2018</u>	<u>December 31, 2017</u>	<u>December 31, 2016</u>	<u>December 31, 2015</u>	<u>December 31, 2014</u>
Statutorily Required Contributions	\$ 841,893	\$ 834,747	\$ 816,523	\$ 771,498	\$ 741,542	\$ 708,245	\$ 679,663
Contributions in Relation to the Statutorily Required Contribution	<u>841,893</u>	<u>834,747</u>	<u>816,523</u>	<u>771,498</u>	<u>741,542</u>	<u>708,245</u>	<u>679,663</u>
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	6,639,535	6,629,833	6,439,455	6,084,367	5,848,122	5,586,318	5,362,058
Contributions as a percentage of Employer Payroll	12.7%	12.6%	12.7%	12.7%	12.7%	12.7%	12.7%

The amounts presented for each fiscal year were determined as of December 31

Town of Mountain Village
Schedule of the Town's Proportionate Share of the Net OPEB Liability
Last Four Years - OPEB Schedules will eventually be shown for the last ten years, information will be added as it becomes available (1)

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Town of Mountain Village proportion (share) of the collective net OPEB liability	0.0730578500%	0.0761373829%	0.0749447761%	0.0740643865%
Town of Mountain Village share of the collective OPEB liability	\$ 821,169	\$ 1,035,881	\$ 973,982	\$ 960,270
Covered payroll	\$ 6,629,833	\$ 6,439,455	\$ 6,084,367	\$ 5,848,122
Town of Mountain Village proportionate share of the net OPEB liability as a percentage of it's covered payroll	12.39%	16.09%	16.01%	16.42%
Plan fiduciary net OPEB as a percentage of the total OPEB liability	17.03%	17.03%	17.53%	0.02%

The amounts presented for each fiscal year were determined as of December 31

(1) The Town implemented GASB 75 beginning in 2018. Information prior to 2016 is not available.

Town of Mountain Village
Schedule of Activity - Employer OPEB Contributions
Last Four Years - Pension Schedules will eventually be shown for the last ten years, information will be added as it becomes available (1)

	<u>December 31, 2020</u>	<u>December 31, 2019</u>	<u>December 31, 2018</u>	<u>December 31, 2017</u>
Statutorily Required Contributions	\$ 67,723	\$ 67,004	\$ 65,682	\$ 62,061
Contributions in Relation to the Statutorily Required Contribution	<u>67,723</u>	<u>67,004</u>	<u>65,682</u>	<u>62,061</u>
Contribution Deficiency (Excess)	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>
Covered Payroll	6,639,535	6,569,057	6,439,455	6,084,367
Contributions as a percentage of Employer Payroll	1.02%	1.02%	1.02%	1.02%

The amounts presented for each fiscal year were determined as of December 31

(1) The Town implemented GASB 75 beginning in 2018. Information prior to 2016 is not available.

Due to the implementation of GASB 75 in 2018, 2017 - 2019 contributions are separated between PERA and OPEB

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Other Supplementary Information

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Town of Mountain Village

Combining Balance Sheet - Nonmajor Governmental Funds

December 31, 2020

	<u>Special Revenue Fund</u>		Vehicle and Equipment Acquisition Fund	Total
	Historical Museum	Capital Projects Fund		
Assets				
Cash	\$ -	\$ 2,161	\$ 543,106	\$ 545,268
Receivables:				
Taxes	99,396	-	-	99,396
Grants	-	-	-	-
Interest	-	-	-	-
Total Assets	<u>99,396</u>	<u>2,161</u>	<u>543,106</u>	<u>644,663</u>
Liabilities and Fund Balances				
Liabilities:				
Accounts Payable	(366)	2,161	45,480	47,276
Due to Pooled Cash	1,683	-	-	1,683
Total Liabilities	<u>1,317</u>	<u>2,161</u>	<u>45,480</u>	<u>48,958</u>
Deferred Inflows of Resources, Property Tax	<u>98,079</u>	<u>-</u>	<u>-</u>	<u>98,079</u>
Fund Balances:				
Assigned	<u>-</u>	<u>-</u>	<u>497,626</u>	<u>497,626</u>
Total Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 497,626</u>	<u>\$ 497,626</u>

See the accompanying independent auditor's report.

Town of Mountain Village

**Combining Statement of Revenues, Expenditures, and
Changes in Fund Balance - Nonmajor Governmental Funds**
For the Fiscal Year Ended December 31, 2020

	<u>Special Revenue Fund</u>		Vehicle and Equipment Acquisition	Total
	Historical Museum	Capital Projects Fund	Fund	
Revenues				
Taxes	\$ 102,165	\$ -	\$ -	\$ 102,165
Grant Revenues	-	-	-	-
Total Revenues	<u>102,165</u>	<u>-</u>	<u>-</u>	<u>102,165</u>
Expenditures				
Culture and Recreation	100,114	-	-	100,114
Vehicles and Equipment	-	-	93,516	93,516
Capital Outlay	-	63,305	-	63,305
Grant Success Fees	-	-	-	-
Administrative Costs	2,051	-	-	2,051
Total Expenditures	<u>102,165</u>	<u>63,305</u>	<u>93,516</u>	<u>258,986</u>
Revenues Over (Under)				
Expenditures	<u>-</u>	<u>(63,305)</u>	<u>(93,516)</u>	<u>(156,821)</u>
Other Financing Sources (Uses)				
Proceeds from Sale of Assets	-	-	-	-
Insurance Claim Proceeds	-	-	-	-
Transfers In (Out)	-	51,701	109,221	160,922
Total Other Financing Sources (Uses)	<u>-</u>	<u>51,701</u>	<u>109,221</u>	<u>160,922</u>
Net Change in Fund Balance	-	(11,604)	15,705	4,101
Fund Balance, Beginning of Year	<u>-</u>	<u>11,604</u>	<u>481,922</u>	<u>493,526</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 497,626</u>	<u>\$ 497,626</u>

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual - Special Revenue Fund -
Historical Museum Fund**
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Property Taxes	\$ 104,789	\$ 104,789	\$ 102,165	\$ (2,624)
Expenditures				
Administrative Costs	2,100	2,100	2,051	(50)
Culture and Recreation	102,689	102,689	100,114	(2,575)
Total Expenditures	104,789	104,789	102,165	(2,624)
Net Change in Fund Balance	-	-	-	-
Fund Balance, Beginning of Year	-	-	-	-
Fund Balance, End of Year	\$ -	\$ -	\$ -	\$ -

See the accompanying independent auditor's report.

Town of Mountain Village

Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual -
Vehicle and Equipment Acquisition Fund
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Insurance Claim Proceeds	\$ -	\$ -	\$ -	\$ -
Grant Revenues	-	-	-	-
Total Revenues	-	-	-	-
Expenditures				
Vehicles and Equipment	140,516	132,516	93,516	(39,000)
Total Expenditures	140,516	132,516	93,516	(39,000)
Revenue Under Expenditures Before Transfers and Other Financing Sources	(140,516)	(132,516)	(93,516)	39,000
Other Financing Sources				
Proceeds from Sale of Assets	-	-	-	-
Transfers In	182,671	172,271	109,221	(63,050)
Total Other Financing Sources (Uses)	182,671	172,271	109,221	(63,050)
Net Change in Fund Balance	42,155	39,755	15,705	(24,050)
Fund Balance, Beginning of Year	432,587	481,922	481,922	(1)
Fund Balance, End of Year	<u>\$ 474,742</u>	<u>\$ 521,677</u>	<u>\$ 497,626</u>	<u>\$ (24,051)</u>

See the accompanying independent auditor's report.

Town of Mountain Village
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Debt Service Fund
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>			Variance with Final Budget
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Property Taxes	\$ 580,019	\$ 580,019	\$ 534,659	\$ (45,360)
Contributions from Other Entities	199,600	199,600	199,600	-
Interest Income	2,000	2,000	1,911	(89)
Miscellaneous Income	-	-	-	-
Total Revenues	<u>781,619</u>	<u>781,619</u>	<u>736,170</u>	<u>(45,449)</u>
Expenditures				
Debt Service:				
Administrative Charges	19,921	101,445	99,355	(2,090)
Principal	405,000	405,000	405,000	-
Interest	324,625	324,625	216,813	(107,813)
Total Expenditures	<u>749,546</u>	<u>831,070</u>	<u>721,168</u>	<u>(109,902)</u>
Income (Loss) Before Transfers	<u>32,073</u>	<u>(49,451)</u>	<u>15,002</u>	<u>64,453</u>
Other Financing Uses				
Principal Proceeds from Bond Issuance	-	5,475,000	5,475,000	-
Payment to Refunding Bonds Escrow	-	(6,084,982)	(6,192,795)	(107,813)
Transfers In	-	691,433	691,433	-
Transfers Out	(32,000)	(32,000)	(24,724)	7,276
Total Other Financing Uses	<u>(32,000)</u>	<u>49,451</u>	<u>(51,086)</u>	<u>(100,537)</u>
Net Change in Fund Balances	73	-	(36,084)	(36,084)
Fund Balance - Beginning of Year	<u>405,770</u>	<u>405,573</u>	<u>405,573</u>	<u>-</u>
Fund Balance - End of Year	<u>\$ 405,843</u>	<u>\$ 405,573</u>	<u>\$ 369,489</u>	<u>\$ (36,084)</u>

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual -
Capital Projects Fund**
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Grant Revenues	\$ -	\$ -	\$ -	\$ -
Interest Income	-	-	-	-
Total Revenues	-	-	-	-
Expenditures				
Capital Outlay	2,734,546	101,250	63,305	(37,945)
Income (Loss) Before Other Financing Sources and Uses	(2,734,546)	(101,250)	(63,305)	37,945
Other Financing Sources and Uses				
Sale of Assets	488,000	488,000	-	(488,000)
Transfer In (Out)	2,246,546	89,646	51,701	(37,945)
Total Other Financing Sources and Uses	2,734,546	577,646	51,701	(525,945)
Net Change in Fund Balance	-	476,396	(11,604)	(488,000)
Fund Balance, Beginning of Year	-	11,604	11,604	-
Fund Balance, End of Year	\$ -	\$ 488,000	\$ -	\$ (488,000)

See the accompanying independent auditor's report.

Town of Mountain Village

**Combining Schedule of Net Position -
Housing Authority Enterprise Fund
December 31, 2020**

	Village Court Apartments	Affordable Housing Development	Mortgage Assistance Pool	Total
Assets				
Current Assets				
Cash and Cash Equivalents	\$ 1,199,526	\$ 1,352,965	\$ 83,030	\$ 2,635,522
Investments	330,284	401,218	-	731,503
Accounts Receivable	6,417	-	-	6,417
Deposits	-	1,800	-	1,800
Prepaid Expenses	-	1,890	-	1,890
Total Current Assets	1,536,228	1,757,873	83,030	3,377,132
Non Current Assets				
Restricted Cash	451,371	-	-	451,371
Notes Receivable	-	-	254,000	254,000
Development Property Held for Sale				
Buildings and Improvements	-	797,749	-	797,749
Capital Assets				
Land and Land Improvements	670,160	-	-	670,160
Construction in Progress	403,653	-	-	403,653
Buildings and Improvements	17,714,756	-	-	17,714,756
Vehicles and Equipment	333,398	-	-	333,398
Less Accumulated Depreciation	(10,962,731)	-	-	(10,962,731)
Total Noncurrent Assets	8,610,607	797,749	254,000	9,662,356
Total Assets	10,146,835	2,555,623	337,030	13,039,488
Deferred Outflow of Resources - Related to Pensions	49,346	-	-	49,346
Deferred Outflow of Resources - Related to OPEB	3,319	-	-	3,319
Deferred Outflow of Resources - Deferred Loss on Refunding	-	-	-	-
Deferred Outflow of Resources	52,665	-	-	52,665
Liabilities				
Current Liabilities				
Accounts Payable	84,769	269	-	85,039
Accrued Expenses	17,237	-	-	17,237
Due to Other Funds	143,054	-	-	143,054
Deposits	277,094	1,800	-	278,894
Unearned Revenue	63,538	-	-	63,538
Current Portion of Notes and Bond Payable	432,904	-	-	432,904
Total Current Liabilities	1,018,596	2,069	-	1,020,665
Noncurrent Liabilities				
Net Pension Liability	260,793	-	-	260,793
Net OPEB Liability	30,630	-	-	30,630
Revenue Bonds Payable	10,624,051	-	-	10,624,051
Total Noncurrent Liabilities	10,915,474	-	-	10,915,474
Total Liabilities	11,934,070	2,069	-	11,936,139
Deferred Inflow of Resources - Related to Pensions	114,467	-	-	114,467
Deferred Inflow of Resources - Related to OPEB	6,963	-	-	6,963
Deferred Inflow of Resources	121,431	-	-	121,431
Net Position				
Net Investment in Capital Assets	(2,897,719)	-	-	(2,897,719)
Restricted for Debt Service	451,371	401,218	-	852,589
Unrestricted	590,348	2,152,335	337,030	3,079,713
Total Net Position	\$ (1,856,001)	\$ 2,553,553	\$ 337,030	\$ 1,034,583

See the accompanying independent auditors' report.

Town of Mountain Village

**Combining Schedule of Revenues, Expenses, and Changes in Net Position -
Housing Authority Enterprise Fund**
For the Fiscal Year Ended December 31, 2020

	<u>Village Court Apartments</u>	<u>Affordable Housing Development</u>	<u>Mortgage Assistance Pool</u>	<u>Total</u>
Operating Revenues				
Rental/Sales Income	\$ 2,109,386	\$ 34,965	\$ -	\$ 2,144,351
Grant Revenues	175,837	-	-	175,837
Other	127,757	-	100	127,857
Total Operating Revenues	<u>2,412,980</u>	<u>34,965</u>	<u>100</u>	<u>2,448,045</u>
Operating Expenses				
Office Operations	162,503	-	-	162,503
General and Administrative	152,516	136,714	-	289,230
Utilities	379,672	1,156	-	380,829
Repair and Maintenance	530,471	-	-	530,471
Depreciation and Amortization	625,195	-	-	625,195
Total Operating Expenses	<u>1,850,358</u>	<u>137,870</u>	<u>-</u>	<u>1,988,228</u>
Operating Income (Loss)	<u>562,622</u>	<u>(102,905)</u>	<u>100</u>	<u>459,817</u>
Nonoperating Revenue (Expense)				
Interest Income	1,378	-	-	1,378
Major Repairs and Replacements	(142,019)	-	-	(142,019)
Loss on Disposal of Assets	-	-	-	-
Interest Expense	(369,833)	-	-	(369,833)
Loan Fees	(2,500)	-	-	(2,500)
Total Nonoperating Revenues (Expenses)	<u>(512,974)</u>	<u>-</u>	<u>-</u>	<u>(512,974)</u>
Income (Loss) Before Transfers	<u>49,648</u>	<u>(102,905)</u>	<u>100</u>	<u>(53,157)</u>
Transfers In	-	524,406	29,900	554,306
Transfers Out	(149,348)	(52,082)	-	(201,430)
Total Transfers In (Out)	<u>(149,348)</u>	<u>472,323</u>	<u>29,900</u>	<u>352,875</u>
Capital Grants and Contributions	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Changes in Net Position	<u>(99,700)</u>	<u>369,418</u>	<u>30,000</u>	<u>299,718</u>
Net Position, Beginning of Year	<u>(1,756,302)</u>	<u>2,184,135</u>	<u>307,030</u>	<u>734,864</u>
Net Position, End of Year	<u>\$ (1,856,001)</u>	<u>\$ 2,553,553</u>	<u>\$ 337,030</u>	<u>\$ 1,034,582</u>

See the accompanying independent auditors' report.

Town of Mountain Village

**Combining Schedule of Cash Flows -
Housing Authority Enterprise Fund
For the Fiscal Year Ended December 31, 2020**

	Village Court Apartments	Affordable Housing Development	Mortgage Assistance Pool	Total
Cash Flows from Operating Activities				
Receipts from Renters	\$ 2,123,843	\$ 34,965	\$ -	\$ 2,158,808
Payments to Suppliers	(999,481)	(145,812)	-	(1,145,294)
Employee Mortgage Assistance	-	-	(30,000)	(30,000)
Payments to Employees	(280,662)	-	-	(280,662)
Other Receipts	274,206	-	100	274,306
Net Cash Provided by (Used in) Operating Activities	<u>1,117,906</u>	<u>(110,847)</u>	<u>(29,900)</u>	<u>977,159</u>
Cash Flows from Non-capital Financing Activities				
Transfers to Other Funds	(149,348)	(52,082)	-	(201,430)
Transfers from Other Funds	-	524,406	29,900	554,306
Net Cash Provided by (Used in) Noncapital Financing Activities	<u>(149,348)</u>	<u>472,323</u>	<u>29,900</u>	<u>352,875</u>
Cash Flows from Capital and Related Financing Activities				
Principal Payments	(418,441)	-	-	(418,441)
Interest Expense	(369,833)	-	-	(369,833)
Major Repairs and Replacements	(142,019)	-	-	(142,019)
Purchase of Capital Assets	(30,177)	-	-	(30,177)
Loan Fees	(2,500)	-	-	(2,500)
Net Cash Used in Capital and Related Financing Activities	<u>(962,970)</u>	<u>-</u>	<u>-</u>	<u>(962,970)</u>
Cash Flows from Investing Activities				
Proceeds from Sale of Investments	-	-	-	-
Purchase of Investments	-	(518,188)	-	(518,188)
Interest Received	1,378	-	-	1,378
Net Cash Used in Investing Activities	<u>1,378</u>	<u>(518,188)</u>	<u>-</u>	<u>(516,810)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	6,967	(156,712)	-	(149,745)
Cash, Beginning of Year	1,192,560	1,509,677	83,030	2,785,267
Cash, End of Year	<u>\$ 1,199,527</u>	<u>\$ 1,352,965</u>	<u>\$ 83,030</u>	<u>\$ 2,635,522</u>
Reconciliation of Operating Income				
(Loss) to Net Cash Provided by (Used in) Operating Activities				
Operating Income (Loss)	\$ 562,622	\$ (102,905)	\$ 100	\$ 459,817
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities				
Depreciation and Amortization	625,195	-	-	625,195
Changes in Assets and Liabilities:				
(Increase) Decrease in Accounts Receivable	6,186	-	(30,000)	(23,814)
Increase (Decrease) in Net Pension Liability	(5,276)	-	-	(5,276)
(Increase) Decrease in Prepaid Items	1,260	(1,890)	-	(630)
Increase (Decrease) in Accounts Payable	(59,538)	(6,052)	-	(65,590)
Increase (Decrease) in Accrued Expenses	8,574	-	-	8,574
Increase (Decrease) in Unearned Revenues	(29,388)	-	-	(29,388)
Increase (Decrease) in Deposits	8,271	-	-	8,271
Total Adjustments	<u>555,283</u>	<u>(7,942)</u>	<u>(30,000)</u>	<u>517,341</u>
Net Cash Provided by (Used in) Operating Activities	<u>\$ 1,117,905</u>	<u>\$ (110,847)</u>	<u>\$ (29,900)</u>	<u>\$ 977,158</u>

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Village Court Apartments
For the Fiscal Year Ended December 31, 2020**

	<u>Budgeted Amounts</u>			Variance with Final Budget
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Operating Revenues				
Rental Income	\$ 2,262,740	\$ 2,070,880	\$ 2,109,386	\$ 38,506
Grant Revenues	-	175,837	175,837	-
Other	93,850	189,420	127,757	(61,663)
Total Operating Income	<u>2,356,590</u>	<u>2,436,137</u>	<u>2,412,980</u>	<u>(23,157)</u>
Operating Expenditures				
Office Operations	222,205	197,649	167,780	(29,869)
General and Administrative	138,181	152,437	152,516	79
Utilities	223,229	352,400	379,672	27,272
Repairs and Maintenance	643,043	625,266	530,471	(94,795)
Contingency	15,050	14,500	-	(14,500)
Total Operating Expenditures	<u>1,241,708</u>	<u>1,342,252</u>	<u>1,230,439</u>	<u>(111,813)</u>
Excess of Operating Revenues Over Operating Expenditures	<u>1,114,882</u>	<u>1,093,885</u>	<u>1,182,540</u>	<u>88,655</u>
Nonoperating Revenues (Expenditures)				
Interest Revenue	3,500	3,500	1,378	(2,122)
Interest Expense	(760,742)	(363,198)	(369,833)	(6,635)
Loan Fees	(100,000)	-	(2,500)	(2,500)
Bond Proceeds	13,135,000	-	-	-
Major Repairs and Replacements	(278,300)	(138,841)	(142,019)	(3,178)
Capital Outlay	(14,684,000)	(68,205)	(30,177)	38,028
Loss on Disposal of Assets	-	-	-	-
Debt Principal Payments	(406,393)	(425,079)	(418,441)	6,638
Total Nonoperating Revenues (Expenditures)	<u>(3,090,935)</u>	<u>(991,823)</u>	<u>(961,591)</u>	<u>30,232</u>
Transfers Out	(147,964)	(149,348)	(149,348)	-
Transfers In	2,124,017	-	-	-
Total Operating Transfers	<u>1,976,053</u>	<u>(149,348)</u>	<u>(149,348)</u>	<u>-</u>
Net Change in Working Capital	-	(47,286)	71,601	118,887
Working Capital, Beginning of Year	-	-	51,008	51,008
Working Capital, End of Year	<u>\$ -</u>	<u>\$ (47,286)</u>	122,609	<u>\$ 169,895</u>
Add (Deduct):				
Depreciation and Amortization			(625,195)	
Debt Principal			418,441	
Pension Expense			5,712	
OPEB Expense			(436)	
Capital Outlay			30,177	
Carryover from Prior Years			<u>(1,807,310)</u>	
Net Position, End of Year, GAAP Basis			<u>\$ (1,856,001)</u>	

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Affordable Housing Development Fund
For the Fiscal Year Ended December 31, 2020**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Sale/Rental Proceeds	\$ 34,630	\$ 34,630	\$ 34,965	\$ 335
Expenditures				
Operating Expenditures	142,254	142,254	137,870	(4,384)
Property Purchases/Transfers	-	-	-	-
Total Expenditures	142,254	142,254	137,870	(4,384)
Excess (Deficiency) of Revenues Over (Under) Expenditures Before Transfers	(107,624)	(107,624)	(102,905)	4,719
Nonoperating Revenues (Expenditures)				
Loss on Disposal of Assets	-	-	-	-
Total Nonoperating Revenues (Expenditures)	-	-	-	-
Transfers				
Transfers In	567,814	437,634	524,406	86,772
Transfer Out	(2,205,455)	(81,511)	(52,082)	29,429
Total Transfers In (Out)	(1,637,641)	356,123	472,323	116,200
Net Change in Working Capital	(1,745,265)	248,499	369,418	120,919
Working Capital, Beginning of Year	2,091,257	2,184,136	(162,596)	(2,346,732)
Working Capital, End of Year	<u>\$ 345,992</u>	<u>\$ 2,432,635</u>	206,822	<u>\$ (2,225,813)</u>
Add (Deduct):				
Carryover from Prior Years			2,346,732	
Net Position, End of Year, GAAP Basis			<u>\$ 2,553,553</u>	

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Mortgage Assistance Pool**
For the Fiscal Year Ended December 31, 2020

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues	\$ -	\$ -	\$ 100	\$ 100
Expenditures				
Mortgage Assistance	60,000	60,000	30,000	(30,000)
Excess (Deficiency) of Revenues Over (Under) Expenditures Before Transfers	(60,000)	(60,000)	(29,900)	30,100
Transfers				
Transfers In	60,000	60,000	29,900	(30,100)
Net Change in Working Capital	-	-	-	-
Working Capital, Beginning of Year	-	-	35,672	35,672
Working Capital, End of Year	\$ -	\$ -	35,672	\$ 35,672
Add (Deduct):				
Carryover from Prior Years			301,358	
Net Position, End of Year, GAAP Basis			\$ 337,030	

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Water and Sewer Fund**
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>			Variance with Final Budget
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Operating Revenues				
Charges for Services	\$ 3,188,662	\$ 3,241,381	\$ 3,382,523	\$ 141,142
Operating Expenditures				
Operating Costs	1,802,927	1,694,589	1,580,694	(113,896)
Excess of Operating Revenues Over Operating Expenditures	1,385,735	1,546,792	1,801,830	255,038
Nonoperating Revenues (Expenditures)				
Capital Outlay	(1,101,751)	(875,937)	(507,321)	368,616
Sale of Assets	-	-	2,253	2,253
Grants and Contributions	107,000	107,000	33,680	(73,320)
Total Nonoperating Revenues (Expenditures)	(994,751)	(768,937)	(471,387)	297,550
Transfers Out	(174,511)	(170,876)	(170,876)	-
Net Change in Working Capital	216,473	606,979	1,159,566	552,587
Working Capital, Beginning of Year	4,242,091	4,660,070	5,307,911	647,841
Working Capital, End of Year	<u>\$ 4,458,564</u>	<u>\$ 5,267,049</u>	6,467,477	<u>\$ 1,200,428</u>
Add (Deduct):				
Depreciation			(798,031)	
Pension Expense			18,597	
OPEB Expense			754	
Capital Outlay			507,321	
Carryover from Prior Years			<u>9,168,699</u>	
Net Position, End of Year, GAAP Basis			<u>\$ 15,364,817</u>	

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Broadband Enterprise Fund**
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Operating Revenues				
Charges for Sales and Services	\$ 2,080,778	\$ 2,071,778	\$ 2,224,411	\$ 152,633
Total Revenues	<u>2,080,778</u>	<u>2,071,778</u>	<u>2,224,411</u>	<u>152,633</u>
Operating Expenditures				
Cost of Sales and Services	1,817,856	1,866,648	1,707,987	(158,661)
Contingency	3,000	3,000	-	(3,000)
Total Expenditures	<u>1,820,856</u>	<u>1,869,648</u>	<u>1,707,987</u>	<u>(161,661)</u>
Excess (Deficiency) of Operating Revenues Over (Under) Operating Expenditures	<u>259,922</u>	<u>202,130</u>	<u>516,423</u>	<u>314,293</u>
Nonoperating Expenditures				
Capital Outlay	<u>(2,181,645)</u>	<u>(1,732,645)</u>	<u>(1,938,040)</u>	<u>(205,395)</u>
Total Non-Operating Expenditures	<u>(2,181,645)</u>	<u>(1,732,645)</u>	<u>(1,938,040)</u>	<u>(205,395)</u>
Transfers				
Transfers In	2,098,973	1,719,044	1,610,146	(108,898)
Transfers Out	(177,250)	(188,529)	(188,529)	-
Total Transfers	<u>1,921,723</u>	<u>1,530,515</u>	<u>1,421,617</u>	<u>(108,898)</u>
Net Change in Working Capital	-	-	-	-
Working Capital, Beginning of Year	-	-	3,873	3,873
Working Capital, End of Year	<u>\$ -</u>	<u>\$ -</u>	3,873	<u>\$ 3,873</u>
Add (Deduct):				
Capital Outlay			1,938,040	
Pension Expense			(57,378)	
OPEB Expense			(7,068)	
Depreciation			(119,255)	
Carryover from Prior Years			<u>1,255,662</u>	
Net Position, End of Year, GAAP Basis			<u>\$ 3,013,875</u>	

See the accompanying independent auditor's report.

Town of Mountain Village

**Combining Statement of Net Position -
Nonmajor Enterprise Funds
December 31, 2020**

	Child Development	Telluride Conference Center	Parking Services	Total
Current Assets				
Cash	\$ 49,282	\$ 16,119	\$ 454,833	\$ 520,234
Accounts Receivable	9,477	-	45,086	54,563
Prepaid Expenses	-	-	-	-
Total Current Assets	58,758	16,119	499,919	574,797
Capital Assets				
Construction in Progress	-	31,212	-	31,212
Buildings and Improvements	199,368	6,211,007	-	6,410,376
Vehicles and Equipment	27,650	423,256	-	450,907
Less Accumulated Depreciation	(214,708)	(4,274,155)	-	(4,488,863)
Total Capital Assets	12,311	2,391,320	-	2,403,631
Total Assets	71,069	2,407,440	499,919	2,978,428
Deferred Outflow of Resources - Related to OPEB	3,808	-	-	3,808
Deferred Outflow of Resources - Related to Pensions	55,615	-	-	55,615
Total Deferred Outflows	59,424	-	-	59,424
Current Liabilities				
Accounts Payable	6,024	-	25,765	31,790
Due to Pooled Cash	-	-	-	-
Accrued Expenses	11,756	-	7,496	19,253
Unearned Revenue	40,978	-	-	40,978
Total Current Liabilities	58,758	-	33,262	92,020
Noncurrent Liabilities				
Net OPEB Liability	35,146	-	-	35,146
Net Pension Liability	299,248	-	-	299,248
Total Noncurrent Liabilities	334,394	-	-	334,394
Total Liabilities	393,153	-	33,262	426,414
Deferred Inflow of Resources - Related to OPEB	7,990	-	-	7,990
Deferred Inflow of Resources - Related to Pensions	131,346	-	-	131,346
Total Deferred Inflows	139,336	-	-	139,336
Net Position				
Net Investment in Capital Assets	12,311	2,391,320	-	2,403,631
Unrestricted	(414,306)	16,119	466,658	68,470
Total Net Position	\$ (401,996)	\$ 2,407,440	\$ 466,658	\$ 2,472,101

See the accompanying independent auditor's report.

Town of Mountain Village

**Combining Statement of Revenues, Expenses, and Changes
in Net Position - Nonmajor Enterprise Funds
For the Fiscal Year Ended December 31, 2020**

	Child Development	Telluride Conference Center	Parking Services	Total
Operating Revenues				
Charges for Sales and Services	\$ 266,129	\$ -	\$ 539,123	\$ 805,252
Operating Grants and Contributions	126,805	-	-	126,805
Other Revenues	30,450	-	-	30,450
Total Operating Revenues	<u>423,384</u>	<u>-</u>	<u>539,123</u>	<u>962,507</u>
Operating Expenses				
Cost of Sales and Services	411,775	211,666	303,450	926,891
Depreciation Expense	2,819	278,783	-	281,602
Total Operating Expenses	<u>414,593</u>	<u>490,449</u>	<u>303,450</u>	<u>1,208,493</u>
Operating Gain (Loss)	<u>8,791</u>	<u>(490,449)</u>	<u>235,673</u>	<u>(245,986)</u>
Non-operating Revenues (Expenses)				
Non-Capital Purchases	-	-	(5,415)	(5,415)
Total Non-Operating Revenue (Expenses)	<u>-</u>	<u>-</u>	<u>(5,415)</u>	<u>(5,415)</u>
Profit/Loss Before Capital Contributions and Transfers	8,791	(490,449)	230,257	(251,401)
Transfers				
Transfers In	124,813	211,666	-	336,480
Capital Contributions	-	-	-	-
Transfers Out	-	-	(32,278)	(32,278)
Total Operating Transfers	<u>124,813</u>	<u>211,666</u>	<u>(32,278)</u>	<u>304,202</u>
Changes in Net Position	133,604	(278,783)	197,979	52,800
Net Position, Beginning of Year	<u>(535,600)</u>	<u>2,686,223</u>	<u>268,678</u>	<u>2,419,302</u>
Net Position, End of Year	<u>\$ (401,996)</u>	<u>\$ 2,407,440</u>	<u>\$ 466,657</u>	<u>\$ 2,472,102</u>

See the accompanying independent auditor's report.

Town of Mountain Village

Combining Statement of Cash Flows -
Nonmajor Enterprise Funds
For the Fiscal Year Ended December 31, 2020

	Child Development	Telluride Conference Center	Parking Services	Total
Cash Flows From Operating Activities:				
Operating Contributions	\$ 126,805	\$ -	\$ -	\$ 126,805
Cash Receipts	335,488	-	549,542	885,030
Payments to Suppliers	(235,674)	(195,547)	(211,672)	(642,893)
Payments to Employees	(311,597)	-	(89,905)	(401,502)
	(84,978)	(195,547)	247,965	(32,560)
Net Cash Used in Operating Activities				
Cash Flows from Non-capital Financing Activities:				
Non-Capital Purchases	-	-	(5,415)	(5,415)
Transfer of Capital Assets	-	-	-	-
Transfers (to)/from Other Funds	124,813	211,666	(32,278)	304,202
	124,813	211,666	(37,693)	298,786
Net Cash Provided by Noncapital Financing Activities				
Net Increase (Decrease) in Cash and Cash Equivalents	39,836	16,119	210,272	266,226
Cash and Cash Equivalents, Beginning of Year	9,446	-	244,562	254,008
End of Year	\$ 49,282	\$ 16,119	\$ 454,834	\$ 520,234
Reconciliation of Operating Loss to Net Cash Used in Operating Activities				
Operating Gain (Loss)	8,791	(490,449)	235,673	(245,986)
Adjustments to Reconcile Operating Loss to Net Cash Used in Operating Activities				
Depreciation	2,819	278,783	-	281,602
(Increase) Decrease in Accounts Receivable	7,931	-	10,419	18,350
(Increase) Decrease in Prepaid Items	-	25,456	-	25,456
Increase (Decrease) in Net Pension Liability	(136,423)	-	-	(136,423)
Increase (Decrease) in Unearned Revenues	30,978	-	-	30,978
Increase (Decrease) in Accounts Payable and Accrued Expenses	927	(9,337)	1,874	(6,537)
Net Cash Used in Operating Activities	\$ (84,978)	\$ (195,547)	\$ 247,965	\$ (32,560)

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Child Development Enterprise Fund**
For the Fiscal Year ended December 31, 2020

	<u>Budgeted Amounts</u>			Variance with Final Budget
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Operating Revenues				
Charges for Services	\$ 452,563	\$ 281,786	\$ 266,129	\$ (15,657)
Other Revenues	52,000	30,000	30,450	450
Grant Proceeds	80,000	98,835	126,805	27,970
Total Revenues	<u>584,563</u>	<u>410,621</u>	<u>423,384</u>	<u>12,763</u>
Operating Expenditures				
Operating Costs	<u>733,032</u>	<u>583,698</u>	<u>548,197</u>	<u>(35,501)</u>
Deficiency of Operating Revenues Under Operating Expenditures	(148,469)	(173,077)	(124,813)	48,264
Transfers In	<u>148,469</u>	<u>173,077</u>	<u>124,813</u>	<u>(48,264)</u>
Net Change in Working Capital	-	-	-	-
Working Capital, Beginning of Year	<u>(3,155)</u>	<u>(3,155)</u>	<u>(3,155)</u>	-
Working Capital, End of Year	<u>\$ (3,155)</u>	<u>\$ (3,155)</u>	<u>(3,155)</u>	<u>\$ -</u>
Add (Deduct):				
Depreciation			(2,819)	
OPEB Expense			11,664	
Pension Expense			124,759	
Carryover from Prior Years			<u>(532,445)</u>	
Net Position, End of Year, GAAP Basis			<u>\$ (401,996)</u>	

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Telluride Conference Center
For the Fiscal Year Ended December 31, 2020**

	<u>Budgeted Amounts</u>			Variance with Final Budget
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Operating Revenues				
Operating Contributions	\$ -	\$ -	\$ -	\$ -
Total Revenues	-	-	-	-
Operating Expenditures				
Operating Costs	257,079	263,162	211,666	(51,496)
Excess (Deficiency) of Operating Revenues Over (Under) Operating Expenditures	(257,079)	(263,162)	(211,666)	51,496
Nonoperating Expenditures				
Capital Outlay	(20,000)	(20,000)	-	20,000
Non-Operating Revenues (Expenses)	(20,000)	(20,000)	-	20,000
Transfers				
Transfers In	277,079	283,162	211,666	(71,496)
Total Operating Transfers	277,079	283,162	211,666	(71,496)
Net Change in Working Capital	-	-	-	-
Working Capital, Beginning of Year	1,318	1,318	1,318	-
Working Capital, End of Year	\$ 1,318	\$ 1,318	1,318	\$ -
Add (Deduct):				
Depreciation			(278,783)	
Capital Outlay			-	
Carryover from Prior Years			2,684,906	
Net Position, End of Year, GAAP Basis			<u>\$ 2,407,440</u>	

See the accompanying independent auditor's report.

Town of Mountain Village

**Schedule of Revenues, Expenditures, and Changes in
Working Capital - Budget and Actual (Budgetary Basis) -
Parking Services Fund**
For the Fiscal Year Ended December 31, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Contributions:				
Contributions/Shared Expense from Other Entities	\$ -	\$ -	\$ -	\$ -
Other Revenues:				
Parking Permits	12,000	7,772	8,695	923
Parking Fines	37,465	22,075	22,807	732
Parking Revenues	418,653	383,211	507,621	124,410
Total Revenues	468,118	413,058	539,123	126,065
Expenditures				
Parking Services	152,709	134,544	147,664	13,120
Gondola Parking Garage	70,084	68,834	42,888	(25,946)
Surface Lots	28,900	28,900	19,458	(9,442)
Heritage Parking Garage	92,680	86,830	92,441	5,611
Meadows Parking	1,000	1,000	1,000	-
Total Expenditures	345,373	320,108	303,450	(16,658)
Excess (Deficiency) of Revenues Over (Under) Expenditures	122,745	92,950	235,673	142,723
Nonoperating (Expenditures) Revenues				
Non-Capital Purchases	(79,800)	(4,800)	(5,415)	(615)
Transfer of Assets to Governmental Activities	-	-	-	-
Transfers from Other Funds	-	-	-	-
Transfers to Other Funds	(33,620)	(32,278)	(32,278)	-
Other Financing Sources (Uses), Net	(113,420)	(37,078)	(37,693)	(615)
Change in Fund Balance	9,325	55,872	197,979	142,107
Fund Balance, Beginning of Year	170,442	268,678	268,678	-
Fund Balance, End of Year	\$ 179,767	\$ 324,550	\$ 466,658	\$ 142,107

See the accompanying independent auditor's report.

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT		City or County: Town of Mountain Village
		YEAR ENDING : December 2020
This Information From The Records Of Town of Mountain Village	Prepared By: Phone: (970)369-6448	Julie Vergari

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	-
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	632,571
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	-
2. General fund appropriations	374,722	b. Snow and ice removal	147,964
3. Other local imposts (from page 2)	333,339	c. Other	-
4. Miscellaneous local receipts (from page 2)	-	d. Total (a. through c.)	147,964
5. Transfers from toll facilities	-	4. General administration & miscellaneous	-
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	-
a. Bonds - Original Issues	-	6. Total (1 through 5)	780,535
b. Bonds - Refunding Issues	-	B. Debt service on local obligations:	
c. Notes	-	1. Bonds:	
d. Total (a. + b. + c.)	-	a. Interest	-
7. Total (1 through 6)	708,061	b. Redemption	-
B. Private Contributions	-	c. Total (a. + b.)	-
C. Receipts from State government (from page 2)	72,474	2. Notes:	
D. Receipts from Federal Government (from page 2)	-	a. Interest	-
E. Total receipts (A.7 + B + C + D)	780,535	b. Redemption	-
		c. Total (a. + b.)	-
		3. Total (1.c + 2.c)	-
		C. Payments to State for highways	-
		D. Payments to toll facilities	-
		E. Total disbursements (A.6 + B.3 + C + D)	780,535

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)	-	-	-	-
1. Bonds (Refunding Portion)	-	-	-	-
B. Notes (Total)	-	-	-	-

V. LOCAL ROAD AND STREET FUND BALANCE

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	-	780,535	780,535	-	(0)

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT

STATE:
Colorado
YEAR ENDING (mm/yy):
December 2020

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments	298,820	a. Interest on investments	-
b. Other local imposts:		b. Traffic Fines & Penalties	-
1. Sales Taxes	-	c. Parking Garage Fees	-
2. Infrastructure & Impact Fees	34,519	d. Parking Meter Fees	-
3. Liens	-	e. Sale of Surplus Property	-
4. Licenses	-	f. Charges for Services	-
5. Specific Ownership &/or Other	-	g. Other Misc. Receipts	-
6. Total (1. through 5.)	34,519	h. Other	-
c. Total (a. + b.)	333,339	i. Total (a. through h.)	-
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes	59,053	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	-
a. State bond proceeds		b. FEMA	-
b. Project Match		c. HUD	-
c. Motor Vehicle Registrations	6,119	d. Federal Transit Admin	-
d. Other (Specify) - DOLA Grant	-	e. U.S. Corps of Engineers	-
e. Other (Specify) CDOT Grant	7,302	f. Other Federal	-
f. Total (a. through e.)	13,421	g. Total (a. through f.)	-
4. Total (1. + 2. + 3.f)	72,474	3. Total (1. + 2.g)	
			(Carry forward to page 1)

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs	-	-	-
b. Engineering Costs	-	-	-
c. Construction:			
(1). New Facilities	-	-	-
(2). Capacity Improvements	-	-	-
(3). System Preservation	-	-	-
(4). System Enhancement & Operation	-	-	-
(5). Total Construction (1) + (2) + (3) + (4)	-	-	-
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	-	-	-
			(Carry forward to page 1)

Notes and Comments:

TOWN OF MOUNTAIN VILLAGE

Statistical Section

December 31, 2020

This part of Town's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Town's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.

- A-1 Net Position by Component
- A-2 Changes in Net Position
- A-3 Program Revenues by Function/Program
- A-4 Fund Balances, Governmental Funds
- A-5 Changes in Fund Balances, Governmental Funds
- A-6 Tax Revenues by Source, Governmental Funds
- A-7 User Fee Revenues, Enterprise Funds
- A-8 Enterprise Fund Expenses

Revenue Capacity

These schedules contain information to help the reader assess the Town's most significant local revenue source, the property tax.

- B-1 Actual Value and Estimated Assessed Value of Taxable Property
- B-2 Direct and Overlapping Property Tax Rates
- B-3 Principal Property Taxpayers
- B-4 Property Tax Levies and Collections

Debt Capacity

These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.

- C-1 Ratios of Outstanding Debt by Type
- C-2 Direct and Overlapping Bond Debt
- C-3 Pledged-Revenue Coverage
- C-4 Legal Debt Margin Information

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.

- D-1 Demographic and Economic Statistics
- D-2 Principal Employers

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Town's financial report relates to the services the Town provides and the activities it performs.

- E-1 Full-Time Equivalent Town Employees by Function/Program
- E-2 Operating Indicators by Function/Program
- E-3 Capital Asset Statistics by Function/Program

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial report for the relevant year. The Town implemented GASB 34 in 2004; schedules presenting government-wide information include information beginning in that year.

TOWN OF MOUNTAIN VILLAGE
Net Position by Component
Last Ten Years

TABLE A-1

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Governmental Activities:										
Net Investment in Capital Assets	\$ 35,107,676	\$ 35,801,449	\$ 35,778,398	\$ 36,036,460	\$ 32,372,113	\$ 30,763,276	\$ 29,055,499	\$ 27,532,327	26,700,785	26,241,771
Restricted for:										
Debt Service	369,489	405,573	404,087	450,278	947,096	743,941	750,647	734,651	1,033,003	1,056,461
Emergencies	517,614	543,493	547,975	641,878	619,295	551,223	536,090	532,144	501,617	502,267
Unrestricted	<u>5,932,755</u>	<u>5,179,470</u>	<u>2,447,828</u>	<u>3,216,687</u>	<u>2,872,639</u>	<u>2,878,480</u>	<u>7,047,403</u>	<u>6,046,962</u>	<u>3,160,555</u>	<u>2,819,313</u>
Total Net Position	<u>41,927,534</u>	<u>41,929,986</u>	<u>39,178,288</u>	<u>40,345,303</u>	<u>36,811,143</u>	<u>34,936,921</u>	<u>37,389,639</u>	<u>34,846,083</u>	<u>31,395,960</u>	<u>30,619,811</u>
Business-type Activities:										
Net Investment in Capital Assets	12,342,293	11,279,643	10,356,758	10,436,162	11,330,752	12,230,261	11,694,046	13,318,565	13,681,119	15,789,269
Restricted for:										
Capital Projects	-	-	-	-	-	-	-	-	-	-
Debt Service	852,589	855,336	857,723	852,366	850,109	850,160	850,023	450,000	450,077	450,062
Unrestricted	<u>8,690,493</u>	<u>6,755,330</u>	<u>5,787,966</u>	<u>5,210,881</u>	<u>3,562,653</u>	<u>2,250,944</u>	<u>4,313,988</u>	<u>3,377,277</u>	<u>3,606,621</u>	<u>2,679,130</u>
Total Net Position	<u>21,885,375</u>	<u>18,890,309</u>	<u>17,002,447</u>	<u>16,499,409</u>	<u>15,743,514</u>	<u>15,331,365</u>	<u>16,858,058</u>	<u>17,145,842</u>	<u>17,737,817</u>	<u>18,918,460</u>
Primary Government:										
Net Investment in Capital Assets	47,449,969	47,081,092	46,135,156	46,472,622	43,702,865	42,993,537	40,749,545	40,850,892	40,381,904	42,031,039
Restricted for:										
Debt Service	1,222,078	1,260,909	1,261,810	1,302,643	1,797,205	1,594,101	1,600,670	1,184,651	1,483,080	1,506,523
Capital Projects	-	-	-	-	-	-	-	-	-	-
Emergencies	517,614	543,493	547,975	641,878	619,295	551,223	536,090	532,144	501,617	502,267
Unrestricted	<u>14,623,248</u>	<u>11,934,800</u>	<u>8,235,794</u>	<u>8,427,568</u>	<u>6,435,292</u>	<u>5,129,424</u>	<u>11,361,392</u>	<u>9,424,239</u>	<u>6,767,176</u>	<u>5,498,443</u>
Total Net Position	<u>63,812,909</u>	<u>60,820,295</u>	<u>56,180,735</u>	<u>56,844,712</u>	<u>52,554,657</u>	<u>50,268,286</u>	<u>54,247,697</u>	<u>51,991,925</u>	<u>49,133,777</u>	<u>49,538,271</u>

TOWN OF MOUNTAIN VILLAGE
Changes in Net Position
Last Ten Years

TABLE A-2

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Primary Government:										
Program Expenses:										
Governmental Activities:										
General Government	\$ 13,096,626	\$ 11,867,345	\$ 14,726,414	\$ 13,988,003	\$ 14,918,579	\$ 12,733,573	\$ 12,114,348	\$ 12,816,565	\$ 13,393,334	\$ 13,532,429
Public Safety	1,183,865	1,151,101	1,045,572	964,517	947,987	899,441	926,589	1,211,029	930,812	941,734
Culture and Recreation	501,008	552,237	620,871	607,253	538,001	485,452	487,552	430,976	623,271	673,324
Economic Development	3,252,865	3,513,504	3,477,676	3,145,477	3,110,718	2,681,472	2,348,837	2,220,203	1,433,224	1,307,533
Total Governmental Activities Expenses	<u>18,034,365</u>	<u>17,084,187</u>	<u>19,870,532</u>	<u>18,705,250</u>	<u>19,515,286</u>	<u>16,799,937</u>	<u>15,877,325</u>	<u>16,678,773</u>	<u>16,380,641</u>	<u>16,455,020</u>
Business-type Activities:										
Housing Authority	2,502,582	2,458,320	2,633,077	2,358,389	2,229,997	2,309,596	2,536,978	2,347,284	2,526,775	4,893,022
Water & Sewer	2,357,119	2,201,198	2,219,360	2,201,536	2,083,243	2,041,858	2,059,875	2,013,911	1,989,756	2,048,121
Telluride Conference Center	490,449	482,538	502,306	500,926	498,242	495,140	416,111	416,067	449,473	442,267
Daycare Program	414,593	547,267	797,545	772,782	605,668	572,489	567,180	563,955	574,001	569,756
Parking Services	308,866	434,665	299,944	405,192	286,610	280,298	328,928	288,821	259,665	354,796
Cable TV	1,891,688	1,721,322	1,793,692	1,704,488	1,783,156	1,541,273	1,393,850	1,361,458	1,317,112	1,324,139
Regional Communication System	-	-	-	-	-	-	-	193,646	210,346	216,768
Total Business-type Activities Expenses	<u>7,965,298</u>	<u>7,845,309</u>	<u>8,245,923</u>	<u>7,943,312</u>	<u>7,486,915</u>	<u>7,240,654</u>	<u>7,302,922</u>	<u>7,185,143</u>	<u>7,327,128</u>	<u>9,848,870</u>
Total Primary Government Expenses	<u>25,999,663</u>	<u>24,929,496</u>	<u>28,116,455</u>	<u>26,648,562</u>	<u>27,002,201</u>	<u>24,040,591</u>	<u>23,180,248</u>	<u>23,863,916</u>	<u>23,707,769</u>	<u>26,303,890</u>
Program Revenues:										
Governmental Activities:										
Charges for Services:										
General Government	473,850	511,079	525,328	523,332	405,889	463,438	332,853	598,790	686,119	820,898
Public Safety	4,675	9,252	9,448	10,625	2,765	7,146	5,592	4,150	(558)	5,156
Transportation	6,831	6,262	3,556	14,157	7,029	16,663	5,525	11,779	9,380	2,880
Economic Development	994,045	982,861	972,118	1,225,480	847,437	826,881	787,029	1,249,554	604,430	569,292
Total Charges for Services	<u>1,479,401</u>	<u>1,509,454</u>	<u>1,510,450</u>	<u>1,773,594</u>	<u>1,263,120</u>	<u>1,314,128</u>	<u>1,130,999</u>	<u>1,864,273</u>	<u>1,299,371</u>	<u>1,398,226</u>
Operating Grants and Contributions	5,463,771	4,780,757	5,099,138	5,187,988	5,104,263	3,677,500	3,883,361	3,520,479	3,477,497	3,473,031
Capital Grants and Contributions	-	737,062	888,328	209,970	986,478	964,267	482,543	537,244	291,709	391,258
Total Governmental Activities Program Revenues	<u>6,943,172</u>	<u>7,027,273</u>	<u>7,497,916</u>	<u>7,171,552</u>	<u>7,353,861</u>	<u>5,955,896</u>	<u>5,496,903</u>	<u>5,921,996</u>	<u>5,068,578</u>	<u>5,262,515</u>
Business-type Activities:										
Housing Authority:										
Charges for Services	2,144,351	2,324,024	2,274,472	2,257,221	2,287,713	2,277,184	1,941,392	1,766,045	1,677,183	1,708,925
Operating Grants and Contributions	175,837	-	-	-	-	-	-	-	-	-
Capital Grants and Contributions	-	-	-	-	-	-	-	-	147,708	732,292
Water & Sewer										
Charges for Services	3,382,523	3,147,818	3,019,668	2,790,778	2,438,021	2,439,540	2,362,197	2,379,454	2,125,578	2,116,620
Capital Grants and Contributions	33,680	118,829	113,108	276,548	42,960	173,002	37,761	176,725	124,573	20,356
Telluride Conference Center										
Charges for Services	-	-	-	-	-	-	-	-	-	-
Operating Grants and Contributions	-	-	-	-	-	-	-	-	-	14,200
Child Development:										
Charges for Services	296,579	480,620	445,726	454,663	478,042	441,422	430,994	429,238	404,664	352,011
Operating Grants and Contributions	126,805	97,055	66,905	38,650	46,522	38,499	26,075	39,475	40,099	40,798
Capital Grants and Contributions	-	-	-	-	-	-	9,240	-	-	-
Broadband										
Charges for Services	2,224,411	2,195,536	2,100,372	1,945,869	1,818,604	1,717,541	1,625,486	1,572,602	1,522,159	1,472,986
Parking Services:										
Charges for Services	539,123	564,325	421,557	480,887	397,478	494,359	376,729	311,311	272,803	251,935
Operating Grants and Contributions	-	-	5,985	12,230	9,953	7,732	20,771	19,567	24,419	25,124
Regional Communication System:										
Charges for Services	-	-	-	-	-	-	-	15,767	27,024	36,000
Capital Grants and Contributions	-	-	-	-	-	-	-	-	-	-
Total Business-type Activities Program Revenues	<u>8,923,308</u>	<u>8,928,207</u>	<u>8,447,793</u>	<u>8,256,845</u>	<u>7,519,293</u>	<u>7,589,279</u>	<u>6,830,646</u>	<u>6,710,184</u>	<u>6,366,210</u>	<u>6,771,247</u>
Total Primary Government Program Revenues	<u>15,866,480</u>	<u>15,955,480</u>	<u>15,945,709</u>	<u>15,428,397</u>	<u>14,873,154</u>	<u>13,545,174</u>	<u>12,327,549</u>	<u>12,632,180</u>	<u>11,434,787</u>	<u>12,033,761</u>
Net (Expense)/Revenues:										
Governmental Activities	(11,091,193)	(10,056,914)	(12,372,616)	(11,533,698)	(12,161,425)	(10,844,041)	(10,380,422)	(10,756,777)	(11,312,063)	(11,192,505)
Business-type Activities	958,010	1,082,898	201,870	313,534	32,377	348,625	(472,277)	(474,959)	(960,918)	(3,077,623)
Total Primary Government Net Expense	<u>(10,133,183)</u>	<u>(8,974,016)</u>	<u>(12,170,746)</u>	<u>(11,220,165)</u>	<u>(12,129,048)</u>	<u>(10,495,417)</u>	<u>(10,852,699)</u>	<u>(11,231,736)</u>	<u>(12,272,982)</u>	<u>(14,270,128)</u>

TOWN OF MOUNTAIN VILLAGE
Changes in Net Position
Last Ten Years

TABLE A-2

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
General Revenues and Other Changes in Net Position:										
Governmental Activities:										
Taxes:										
Property	4,659,819	4,516,714	4,407,067	7,334,897	7,368,209	7,070,688	7,128,873	7,709,941	7,845,065	8,357,159
Specific Ownership	215,858	224,573	224,100	325,149	291,693	303,008	287,077	258,341	219,426	211,892
Sales and Use	5,495,076	5,819,146	5,041,962	5,460,964	4,497,202	4,394,807	3,502,280	4,196,071	2,780,228	2,745,202
Lodging	1,969,942	2,064,690	1,846,440	1,721,579	1,638,909	1,502,265	1,203,169	1,082,424	872,113	871,063
Restaurant	386,953	494,255	441,005	422,623	412,054	367,006	314,825	274,993	246,473	243,948
Miscellaneous	76,614	90,710	95,991	100,150	90,656	114,614	144,401	126,629	116,976	152,874
Grants and Contributions Not Restricted to Specific Program	-	-	34,532	1,672	8,172	40,534	43,990	-	-	-
Interest Earnings	192,297	283,186	161,639	36,824	49,223	62,211	94,542	9,122	65,634	56,860
Gain on Sale of Capital Assets	-	26,316	-	-	-	-	-	-	-	7,807
Transfers	(1,907,818)	(686,275)	(334,668)	(336,000)	(320,470)	495,157	204,820	549,382	25,455	(130,424)
Total Governmental Activities General Revenues	<u>11,088,741</u>	<u>12,833,315</u>	<u>11,918,068</u>	<u>15,067,857</u>	<u>14,035,648</u>	<u>14,350,289</u>	<u>12,923,978</u>	<u>14,206,903</u>	<u>12,171,370</u>	<u>12,516,382</u>
Business-type Activities:										
Miscellaneous	127,857	114,070	124,801	105,096	59,251	72,856	389,133	384,538	352,202	308,442
Investment Earnings	1,379	7,830	5,383	1,264	52	72	179	470	931	905
Gain (Loss) on Sale of Capital Assets	-	(3,208)	-	-	-	-	-	-	-	(6,117)
Contributions	-	-	-	-	-	-	-	-	-	-
Transfers	1,907,818	686,275	334,668	336,000	320,470	(495,157)	(204,820)	(549,381)	(25,455)	130,424
Total Business-type Activities General Revenues	<u>2,037,055</u>	<u>804,967</u>	<u>464,852</u>	<u>442,361</u>	<u>379,773</u>	<u>(422,228)</u>	<u>184,493</u>	<u>(164,373)</u>	<u>327,678</u>	<u>433,654</u>
Total Primary Government General Revenues and Tr	<u>13,125,796</u>	<u>13,638,282</u>	<u>12,382,920</u>	<u>15,510,218</u>	<u>14,415,421</u>	<u>13,928,061</u>	<u>13,108,470</u>	<u>14,042,530</u>	<u>12,499,048</u>	<u>12,950,036</u>
Change in Net Position:										
Governmental Activities	(2,452)	2,776,401	(454,548)	3,534,159	1,874,223	3,506,248	2,543,555	3,450,126	859,307	1,323,876
Business-type Activities	2,995,065	1,887,865	666,722	755,894	412,150	(73,604)	(287,784)	(639,332)	(633,241)	(2,643,969)
Total Primary Government	<u>\$ 2,992,613</u>	<u>\$ 4,664,266</u>	<u>\$ 212,174</u>	<u>\$ 4,290,053</u>	<u>\$ 2,286,373</u>	<u>\$ 3,432,644</u>	<u>\$ 2,255,772</u>	<u>\$ 2,810,794</u>	<u>\$ 226,066</u>	<u>\$ (1,320,093)</u>

TOWN OF MOUNTAIN VILLAGE
Program Revenues by Function/Program
Last Ten Years

TABLE A-3

Function/Program:	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
Governmental Activities:											
General Government	\$ 473,850	\$ 511,079	\$ 525,328	\$ 523,332	\$ 405,889	\$ 463,438	\$ 332,853	\$ 598,790	\$ 686,119	\$ 820,898	\$ 756,085
Administration											
Public Safety	4,675	9,252	9,448	10,625	2,765	7,146	5,592	4,150	(558)	5,156	25,578
Parking & Transportation	6,831	6,262	3,556	14,157	7,029	16,663	5,525	11,779	9,380	2,880	35,854
Economic Development	994,045	982,861	972,118	1,225,480	847,437	826,881	787,029	1,249,554	604,430	569,292	676,872
Operating Grants and Contributions	5,463,771	4,780,757	5,099,138	5,187,988	5,104,263	3,677,500	3,883,361	3,520,479	3,477,497	3,473,031	3,060,688
Capital Grants and Contributions	-	737,062	888,328	209,970	986,478	964,267	482,543	537,244	291,709	391,258	568,732
Total Governmental Activities	<u>6,943,172</u>	<u>7,027,273</u>	<u>7,497,916</u>	<u>7,171,552</u>	<u>7,353,861</u>	<u>5,955,896</u>	<u>5,496,903</u>	<u>5,921,996</u>	<u>5,068,578</u>	<u>5,262,515</u>	<u>5,123,809</u>
Business-type Activities:											
Housing Authority:											
Charges for Services	2,144,351	2,324,024	2,552,330	2,257,221	2,287,713	2,277,184	1,941,392	1,766,045	1,677,183	1,708,925	1,746,086
Operating Grants and Contributions	175,837	-	-	-	-	-	-	-	-	-	-
Capital Grants and Contributions	-	-	-	-	-	-	-	-	147,708	732,292	-
Water & Sewer											
Charges for Services	3,382,523	3,147,818	3,019,668	2,790,778	2,438,021	2,439,540	2,362,197	2,379,454	2,125,578	2,116,620	1,896,887
Operating Grants and Tap Fee Contributions	33,680	118,829	113,108	276,548	42,960	173,002	37,761	176,725	124,573	20,356	92,472
Telluride Conference Center											
Charges for Services	-	-	-	-	-	-	-	-	-	-	76
Operating Grants and Tap Fee Contributions	-	-	-	-	-	-	-	-	-	14,200	-
Daycare Program:											
Charges for Services	296,579	480,620	445,726	454,663	478,042	441,422	430,994	429,238	404,664	352,011	344,450
Operating Grants and Contributions	126,805	97,055	66,905	38,650	46,522	38,499	26,075	39,475	40,099	40,798	40,586
Capital Grants and Contributions	-	-	-	-	-	-	9,240	-	-	-	32,050
Broadband											
Charges for Services	2,224,411	2,195,536	2,100,372	1,945,869	1,818,604	1,717,541	1,625,486	1,572,602	1,522,159	1,472,986	1,410,430
Parking Services:											
Charges for Services	539,123	564,325	421,557	480,887	397,478	494,359	376,729	311,311	272,803	251,935	170,877
Operating Grants and Contributions	-	-	5,985	12,230	9,953	7,732	20,771	19,567	24,419	25,124	30,590
Regional Communication System:											
Charges for Services	-	-	-	-	-	-	-	15,767	27,024	36,000	37,344
Capital Grants and Contributions	-	-	-	-	-	-	-	-	-	-	-
Total Business-type Activities	<u>8,923,308</u>	<u>8,928,207</u>	<u>8,725,652</u>	<u>8,256,845</u>	<u>7,519,293</u>	<u>7,589,279</u>	<u>6,830,646</u>	<u>6,710,184</u>	<u>6,366,210</u>	<u>6,771,247</u>	<u>5,801,848</u>
Total Primary Government	<u>\$ 15,866,480</u>	<u>\$ 15,955,480</u>	<u>\$ 16,223,568</u>	<u>\$ 15,428,397</u>	<u>\$ 14,873,154</u>	<u>\$ 13,545,174</u>	<u>\$ 12,327,549</u>	<u>\$ 12,632,180</u>	<u>\$ 11,434,787</u>	<u>\$ 12,033,761</u>	<u>\$ 10,925,657</u>

TOWN OF MOUNTAIN VILLAGE
Fund Balances, Governmental Funds
Last Ten Years

TABLE A-4

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
General Fund:										
Restricted for:										
Emergencies	\$ 517,614	\$ 543,493	\$ 547,975	\$ 641,878	\$ 619,295	\$ 551,223	\$ 536,090	\$ 532,144	\$ 501,617	\$ 502,267
Non-spendable	301,385	257,450	301,361	264,540	288,447	287,930	322,325	395,397	34,385	251,876
Committed	51,607	81,257	-	-	-	-	-	-	-	-
Assigned	1,978,329	3,184,945	1,867,205	1,574,347	-	-	-	-	-	-
Unassigned	10,946,960	9,636,465	9,311,392	8,433,159	8,538,573	8,146,194	6,253,526	5,709,655	3,324,779	2,612,323
Total Fund Balance	<u>13,795,896</u>	<u>13,703,610</u>	<u>12,027,932</u>	<u>10,913,925</u>	<u>9,446,315</u>	<u>8,985,348</u>	<u>7,111,942</u>	<u>6,637,196</u>	<u>3,860,781</u>	<u>3,366,466</u>
All Other Governmental Funds:										
Restricted for:										
Debt Service	369,489	405,573	404,087	450,278	947,096	743,941	750,647	734,651	1,033,003	1,056,461
Capital Projects	-	-	-	-	-	-	-	-	-	-
Assigned	497,626	493,526	451,531	369,185	239,544	157,316	91,938	20,346	102,710	48,623
Unassigned, Reported in:	-	-	-	-	-	-	-	-	-	-
Capital Projects Funds	-	-	-	-	-	-	-	-	-	-
Special Revenue Funds	-	-	-	-	-	-	-	-	-	-
Total Fund Balances	<u>867,115</u>	<u>899,099</u>	<u>855,617</u>	<u>819,462</u>	<u>1,186,641</u>	<u>901,257</u>	<u>842,584</u>	<u>754,997</u>	<u>1,135,713</u>	<u>1,105,084</u>
Total Governmental Funds										
Restricted for:										
Long-term Receivables	-	-	-	-	-	-	-	-	-	-
Debt Service	369,489	405,573	404,087	450,278	947,096	750,647	750,647	734,651	1,033,003	1,056,461
Capital Projects	-	-	-	-	-	-	-	-	-	-
Emergencies	517,614	543,493	547,975	641,878	619,295	536,090	536,090	532,144	501,617	502,267
Non-spendable	301,385	257,450	301,361	264,540	288,447	322,325	322,325	395,397	34,385	251,876
Committed	51,607	81,257	-	-	-	-	-	-	-	-
Assigned	2,475,955	3,678,471	2,318,736	1,943,532	239,544	91,938	91,938	20,346	102,710	48,623
Unassigned, Reported in:										
General Fund	10,946,960	9,636,465	9,311,392	8,433,159	8,538,573	8,185,605	6,253,526	5,709,655	3,324,779	2,612,323
Other Funds	-	-	-	-	-	-	-	-	-	-
Total Fund Balances	<u>\$ 14,663,010</u>	<u>\$ 14,602,709</u>	<u>\$ 12,883,549</u>	<u>\$ 11,733,387</u>	<u>\$ 10,632,956</u>	<u>\$ 9,886,605</u>	<u>\$ 7,954,526</u>	<u>\$ 7,392,193</u>	<u>\$ 4,996,494</u>	<u>\$ 4,471,550</u>
Percent change from previous year	<u>0.4%</u>	<u>13.3%</u>	<u>9.8%</u>	<u>10.3%</u>	<u>7.5%</u>	<u>24.3%</u>	<u>7.6%</u>	<u>47.9%</u>	<u>11.7%</u>	<u>29.7%</u>

TOWN OF MOUNTAIN VILLAGE
Changes in Fund Balances, Governmental Funds
Last Ten Years

TABLE A-5

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Revenues:										
Taxes	\$ 12,727,648	\$ 13,119,377	\$ 11,960,574	\$ 15,265,211	\$ 14,208,068	\$ 13,637,774	\$ 12,436,224	\$ 13,521,770	\$ 11,963,305	\$ 12,429,265
Licenses and Permits	721,949	743,995	667,418	887,675	599,560	631,681	545,126	762,552	417,710	432,166
Intergovernmental	572,124	629,801	475,260	374,212	377,290	375,754	363,555	440,285	415,315	455,538
Charges for Services	309,705	370,751	395,716	503,424	275,112	357,801	284,648	736,705	441,139	494,218
Fines and Forfeitures	68,175	10,152	57,899	8,282	11,157	7,146	4,093	2,725	(558)	5,156
Investment Earnings	192,297	283,186	161,639	36,824	49,223	62,211	94,543	41,151	65,634	56,860
Grants and Contributions	5,271,218	5,263,659	5,901,623	5,503,850	6,090,741	4,583,515	4,346,616	3,968,785	3,769,206	3,875,430
Miscellaneous	76,614	90,401	95,991	100,150	90,656	114,614	97,266	108,789	142,742	152,874
Total Revenue	<u>19,939,730</u>	<u>20,511,321</u>	<u>19,716,120</u>	<u>22,679,628</u>	<u>21,701,806</u>	<u>19,770,495</u>	<u>18,172,070</u>	<u>19,582,763</u>	<u>17,214,493</u>	<u>17,901,506</u>
Expenditures:										
Current:										
General Government	10,849,898	10,694,200	10,603,186	9,943,665	10,765,818	9,362,252	9,003,564	9,722,040	10,073,500	10,014,456
Public Safety	1,052,595	1,032,255	910,530	829,791	828,338	811,016	714,239	765,603	838,821	850,149
Culture and Recreation	501,008	552,237	620,871	607,253	538,001	485,452	487,552	434,215	574,777	673,324
Economic Development	3,252,865	3,513,504	3,477,676	3,145,477	3,110,718	2,681,472	2,348,837	2,220,203	1,433,224	1,307,533
Capital Outlay	871,732	1,563,071	1,898,128	2,953,051	1,950,973	1,343,475	954,735	952,990	163,233	425,183
Debt service:										
Administrative Charges	103,906	22,255	22,557	109,099	119,633	119,254	113,844	114,780	114,912	140,822
Bond Issuance Costs	-	-	-	-	-	-	120,673	-	-	-
Principal	405,000	405,000	390,000	3,315,000	2,695,000	2,815,000	3,185,000	2,495,000	2,400,000	2,140,000
Interest	216,813	333,925	342,875	492,608	634,675	756,186	941,225	1,033,300	1,122,098	1,190,754
Total Expenditures	<u>17,253,816</u>	<u>18,116,447</u>	<u>18,265,822</u>	<u>21,395,944</u>	<u>20,643,157</u>	<u>18,374,106</u>	<u>17,869,670</u>	<u>17,738,132</u>	<u>16,720,567</u>	<u>16,742,221</u>
Excess of Revenues Over (Under) Expenditures	<u>2,685,914</u>	<u>2,394,874</u>	<u>1,450,298</u>	<u>1,283,684</u>	<u>1,058,650</u>	<u>1,396,389</u>	<u>302,400</u>	<u>1,844,631</u>	<u>493,927</u>	<u>1,159,285</u>
Other Financing Sources (Uses):										
Transfers In	1,540,184	793,077	1,012,284	1,724,070	1,303,273	1,710,628	1,579,663	1,787,359	856,571	890,208
Transfers Out	(3,448,002)	(1,530,380)	(1,346,952)	(2,060,070)	(1,623,743)	(1,215,471)	(1,489,270)	(1,237,977)	(831,117)	(1,020,632)
Payments of Refunded Bonds	-	-	-	-	-	-	(7,445,847)	-	-	(3,025,000)
Insurance Proceeds	-	35,273	-	149,777	-	-	-	-	-	-
Issuance of Refunded Bonds	(717,795)	-	5,475,000	-	-	-	7,571,396	-	-	3,025,000
Proceeds from Sale of Capital Assets	-	26,316	34,532	2,972	8,172	40,534	43,990	1,685	5,563	7,807
Total Other Financing Sources (Uses)	<u>(2,625,613)</u>	<u>(675,714)</u>	<u>5,174,865</u>	<u>(183,251)</u>	<u>(312,298)</u>	<u>535,690</u>	<u>259,933</u>	<u>551,067</u>	<u>31,018</u>	<u>(122,617)</u>
Net Change in Fund Balances	<u>\$ 60,301</u>	<u>\$ 1,719,160</u>	<u>\$ 6,625,162</u>	<u>\$ 1,100,432</u>	<u>\$ 746,351</u>	<u>\$ 1,932,079</u>	<u>\$ 562,332</u>	<u>\$ 2,395,698</u>	<u>\$ 524,945</u>	<u>\$ 1,036,668</u>
Debt Service as a Percent of Non-capital Expenditures	<u>3.8%</u>	<u>4.5%</u>	<u>4.5%</u>	<u>20.6%</u>	<u>17.8%</u>	<u>21.0%</u>	<u>24.4%</u>	<u>21.0%</u>	<u>21.3%</u>	<u>20.4%</u>

TOWN OF MOUNTAIN VILLAGE
Tax Revenues by Source, Governmental Funds
Last Ten Years

TABLE A-6

<u>Year</u>	<u>Property</u>	<u>Specific Ownership</u>	<u>Sales</u>	<u>Use and Cigarette</u>	<u>Lodging</u>	<u>Restaurant</u>	<u>Penalties and Interest</u>	<u>Total</u>
2011	8,315,474	211,892	2,474,576	268,297	871,063	243,948	44,014	12,429,264
2012	7,790,254	219,426	2,496,731 (1)	279,374	872,113	246,473	60,423	11,964,795
2013	7,694,069	258,341	2,955,474	1,229,436	1,082,424	274,993	27,032	13,521,770
2014	7,026,165	287,077	3,138,781	357,359	1,203,169	314,825	23,316	12,350,692
2015	7,055,375	303,008	3,812,811	570,271	1,502,265	367,006	27,037	13,637,773
2016	7,350,889	291,693	4,008,650	479,148	1,638,909	412,054	26,724	14,208,067
2017	7,334,897	325,149	4,270,722	1,184,263	1,720,340	421,623	8,218	15,265,211
2018	4,407,067	224,100	4,437,870	587,017	1,833,880	439,896	30,745	11,960,575
2019	4,652,634	215,858	5,042,434	769,303	1,969,942	386,953	14,594	13,051,718
2020	4,659,819	215,858	4,720,124	767,326	1,969,942	386,953	23,502	12,743,524
Change								
2011-2020	-44.0%	1.9%	90.7%	186.0%	126.2%	58.6%	-46.6%	2.5%
2011-2018	-47.0%	5.8%	79.3%	118.8%	110.5%	80.3%	-30.1%	-3.8%
2016-2020	-36.6%	-26.0%	17.7%	60.1%	20.2%	-6.1%	-12.1%	-10.3%

(1) Effective January 1, 2012 the Town of Mountain Village began self collection of sales taxes.

Town of Mountain Village
User Fee Revenues, Enterprise Funds
Last Ten Years

TABLE A-7

Year	Water and Sewer Fund User Fees	Water System Development User (Tap) Fees	Broadband Fund User Fees	Child Development Fund User Fees	Parking Services Fund User Fees	Housing Authority User Fees	Telluride Conference Center Fund User Fees	Total User Fees
2011	2,116,620	20,356	1,472,986	352,011	263,113	2,010,108	-	6,235,194
2012	2,125,578	124,573	1,522,159	393,119	286,544	2,029,386	-	6,481,360
2013	2,379,454	176,725	1,572,602	415,121	323,035	2,151,523	-	7,018,459
2014	2,362,197	37,761	1,625,486	430,994	368,318	2,342,523	920	7,168,199
2015	2,439,540	173,002	1,717,541	441,422	494,359	2,350,040	-	7,615,904
2016	2,438,021	42,960	1,818,604	460,305	397,478	2,346,963	-	7,504,332
2017	2,790,778	276,548	1,945,869	454,663	480,887	2,257,221	-	8,205,966
2018	3,019,668	113,108	2,100,372	445,726	421,557	2,274,472	-	8,374,903
2019	3,147,818	118,829	2,195,536	480,620	564,325	2,324,024	-	8,831,152
2020	3,382,523	33,680	2,224,411	296,579	539,123	2,144,351	-	8,620,667

Town of Mountain Village
Enterprise Fund Expenses
Last Ten Years

TABLE A-8

	Operations						Capital Outlay						Total Expenses
	Water and Sewer Fund	Broadband Fund	Child Development Fund	Parking Services Fund	Housing Authority Fund	Telluride Conference Center Fund	Water and Sewer Fund	Broadband Fund	Child Development Fund	Parking Services Fund	Housing Authority Fund	Telluride Conference Center Fund	
2011	1,403,872	1,086,474	546,161	351,065	1,116,628	130,749	27,284	10,057	-	-	1,021,836	-	5,694,126
2012	1,380,534	1,155,171	550,406	259,665	1,599,720	139,959	121,563	19,897	-	-	63,543	15,525	5,305,984
2013	1,305,576	1,214,275	540,929	281,338	1,076,244	105,542	401,407	105,431	-	-	283,011	92,787	5,406,540
2014	1,447,875	1,237,251	544,006	328,928	1,093,578	120,368	298,653	41,971	9,240	-	206,806	33,648	5,362,324
2015	1,414,788	1,384,582	553,015	280,298	1,033,410	193,103	1,756,814	125,976	-	-	90,721	-	6,832,707
2016	1,416,328	1,620,961	586,679	286,610	1,094,375	196,206	326,024	51,774	-	-	170,044	-	5,749,000
2017	1,458,927	1,583,014	613,717	405,192	1,181,232	199,089	382,628	131,574	-	-	201,745	5,564	6,162,683
2018	1,587,320	1,660,393	668,388	299,944	1,574,749	202,543	607,301	227,622	-	5,615	714,771	-	7,548,647
2019	1,479,196	1,719,596	682,430	369,116	1,259,514	197,239	801,557	954,084	-	65,549	661,226	-	8,189,507
2020	1,580,694	1,707,987	548,197	303,450	1,363,034	211,666	507,321	1,938,040	-	5,415	172,196	-	8,338,000

TOWN OF MOUNTAIN VILLAGE
Actual Value and Estimated Assessed Value of Taxable Property
Last Ten Years

TABLE B-1

Collection Year	Assessment Year	Vacant Property	Residential Property	Commercial Property	Personal Property	State Assessed	Less: Tax-Exempt Property	Total Taxable Actual Value	Total Direct Tax Rate	Estimated Assessed Taxable Value	Taxable Estimated Assessed Value as a % of Actual Total Taxable Value
2010	2009	352,810,365	2,914,840,872	120,616,538	19,392,657	678,808	32,849,849	3,375,489,391	13.448	370,033,758	10.96%
2011	2010	340,682,083	2,979,575,525	102,003,092	28,002,801	664,919	31,938,566	3,418,989,854	13.604	373,861,120	10.93%
2012	2011	285,890,645	2,564,807,411	81,866,265	26,986,021	743,724	31,912,149	2,928,597,597	13.691	318,849,890	10.89%
2013	2012	225,264,565	2,177,223,916	117,188,460	21,971,079	N/A	34,225,675	2,507,422,345	13.479	317,578,720	12.67%
2014	2013	213,148,847	2,147,342,272	90,787,423	21,529,847	712,289	33,739,055	2,439,781,623	13.485	265,515,290	10.88%
2015	2014	231,186,150	2,529,775,804	93,154,429	20,427,600	508,131	41,826,618	2,833,225,496	13.460	266,407,970	9.40%
2016	2015	228,599,611	2,466,526,089	89,150,287	20,755,650	674,965	41,832,526	2,763,874,076	13.447	294,538,840	10.66%
2017	2016	224,533,231	2,467,868,983	89,423,928	21,852,112	633,586	43,543,186	2,760,768,654	13.589	294,011,170	10.65%
2018	2017	218,489,561	2,683,621,949	91,328,149	23,321,304	400,206	155,371,444	2,861,789,725	13.717	314,681,000	11.00%
2019	2018	197,066,289	2,972,959,400	132,629,306	28,354,103	N/A	156,743,565	3,174,265,533	13.660	316,402,400	9.97%
2020	2019	195,273,835	2,964,609,268	128,299,320	30,256,664	324,999	156,812,480	3,161,951,606	13.485	314,681,000	9.95%
2021	2020	175,781,228	3,294,997,733	119,072,078	32,225,199	N/A	157,716,228	3,464,360,010	13.448	310,031,920	8.95%

N/A - information is not available.

Source: San Miguel County Assessor's Office

TOWN OF MOUNTAIN VILLAGE
Property Tax Rates
Direct and Overlapping Governments
Last Ten Years

TABLE B-2

Fiscal Year	Town Direct Rates				Overlapping Rates								
	Operations *	Debt (1)	Mountain Village Historical Museum	Total Direct	Mountain Village Metropolitan District	Telluride Fire District	San Miguel County	Library District R-1	Telluride School District	Lone Tree Cemetery District	San Miguel Authority of Regional Transportation	Southwestern Water Conservation District	Telluride Hospital District
2011	13.271	-	0.333	13.604	8.794	2.498	10.120	3.492	10.290	0.051	-	0.272	2.294
2012	13.358	-	0.333	13.691	10.750	2.947	10.120	3.587	10.113	0.051	-	0.291	2.304
2013	13.146	-	0.333	13.479	10.823	2.967	10.120	3.630	8.678	0.051	-	0.307	2.288
2014	13.152	-	0.333	13.485	13.325	3.038	10.120	3.710	8.989	0.051	-	0.368	2.286
2015	13.127	-	0.333	13.460	13.052	3.020	10.120	3.655	11.922	0.051	-	0.362	2.280
2016	13.114	-	0.333	13.447	11.820	2.855	10.120	3.661	11.332	0.049	-	0.340	2.280
2017	13.256	-	0.333	13.589	11.840	2.958	10.120	3.656	11.447	0.150	0.750	0.395	2.280
2018	13.384	-	0.333	13.717	1.904	2.940	10.870	2.830	11.059	0.150	0.750	0.407	2.299
2019	13.327	-	0.333	13.660	1.910	2.943	11.967	2.902	13.025	0.156	0.775	0.407	3.608
2020	13.152	-	0.333	13.485	1.742	4.857	11.652	3.555	12.485	0.150	0.752	0.403	3.417
2021	13.115	-	0.333	13.448	1.548	4.902	11.662	3.634	12.779	0.150	0.752	0.407	3.560

Source: San Miguel County Treasurer's Office

Tax rates are per \$1,000 assessed valuation, a rate of 1,000 results in \$1 of revenue for every \$1,000 of assessed

* The mill levy for general operating expenses has remained stable - the small variances are caused by refunds and abatements.

(1) The debt for the town is still serviced through the district.

Combined Mill Levy for the Town of Mountain Village Residents by year:

2012	24.441	2017	25.429
2013	24.302	2018	15.621
2014	26.810	2019	15.570
2015	26.512	2020	15.227
2016	25.267	2021	14.996

TOWN OF MOUNTAIN VILLAGE
Principal Property Taxpayers
Current Year and Ten Years Ago

TABLE B-3

<u>Taxpayer</u>	<u>Type of Business</u>	<u>2020</u>			<u>2011</u>		
		<u>Taxable Assessed Value</u>	<u>Rank</u>	<u>Percentage of Town's Taxable Assessed Value</u>	<u>Taxable Assessed Value</u>	<u>Rank</u>	<u>Percentage of Town's Taxable Assessed Value</u>
Telluride Ski and Golf Company	Ski Area Owner and Operator	\$ 11,927,580	1	3.8%	\$ 9,193,410	2	2.5%
TSG Assets Holdings	Ski Area Owner and Operator	11,212,780	2	3.6%	8,488,320	3	2.3%
Telluride Resort Partners (1)	Hotel/Condominium Units	5,791,440	3	1.9%	11,324,440	1	3.0%
AMMV Investments, LLC / Club Telluride LLC	Residential Ownership Club	2,791,030	4	0.9%	2,638,030	8	0.7%
Club Telluride Company I LLC	Residential Ownership Club	2,384,780	5	0.8%	2,311,110	10	0.6%
MV Holdings LLC	Real Estate Investment Group	2,331,600	6	0.8%	-		0.0%
Yellow Brick Road Company LLC	Private Property Owner	2,316,080	7	0.7%	-		0.0%
Northern Trust NA AS TRTEE ET AL	Financial Institution	2,256,570	8	0.7%	2,361,470	9	0.6%
TSG Gondola LLC	Ski Area Owner and Operator	2,050,000	9	0.7%	-		0.0%
Coonskin Ridge Cabin Lot LLC	Real Estate Developer	1,769,930	10	0.6%	-		0.0%
Primegro Telluride LLC	Real Estate Developer	-		0.0%	2,722,530	7	0.7%
Peaks Resort and Spa (Telluride Resort and Spa LLC)	Hotel and Spa	-		0.0%	4,333,330	4	1.2%
Telluride Holdings LLC	Real Estate Investment Group	-		0.0%	-		0.0%
Villas at Cortina Developers LLC	Real Estate Developer	-		0.0%	-		0.0%
Stonegate Sundance Partners, LLC	Real Estate Developer	-		0.0%	3,879,700	5	1.0%
Lot 161CR Mountain Village LLC	Developer	-		0.0%	3,304,840	6	0.9%
Exclusive Resorts	Residential Ownership Club	-		0.0%	-		0.0%
St. Sophia Partners, LLLP	Real Estate Developer	-		0.0%	-		0.0%
Butler, Alice L as Trustee	Private Property Owner	-		0.0%	-		0.0%
Subtotal Principal Taxpayers		<u>44,831,790</u>		<u>14.5%</u>	<u>50,557,180</u>		<u>13.5%</u>
All Other Taxpayers		<u>265,200,130</u>		<u>85.5%</u>	<u>323,303,940</u>		<u>86.5%</u>
Total Taxpayers		<u>\$ 310,031,920</u>		<u>100.0%</u>	<u>\$ 373,861,120</u>		<u>100.0%</u>

Source: San Miguel County Assessor's Office

(1) Formerly Lost Creek Associates & RAL Mountain Village Lodging & Ektornet US Telluride LLC, & Madeline Property Owner LLC

TOWN OF MOUNTAIN VILLAGE
Property Tax Levies and Collections
Last Ten Years

TABLE B-4

<u>Collection Year</u>	<u>Assessment Year</u>	<u>Total Tax Levy for Fiscal Year</u>	<u>Collected within the Fiscal Year of the Levy</u>		<u>Collection in Subsequent Years</u>	<u>Total Collections to Date</u>	
			<u>Amount</u>	<u>% of Levy</u>		<u>Amount</u>	<u>% of Levy</u>
2010	2009	7,743,049	7,613,326	98.32%	(5,731)	7,607,595	98.25%
2011	2010	8,368,027	8,330,119	99.55%	(12,169)	8,317,950	99.40%
2012	2011	7,793,017	7,742,011	99.35%	(1,076)	7,740,935	99.33%
2013	2012	7,717,798	7,697,744	99.74%	163	7,697,907	99.74%
2014	2013	7,118,465	7,116,268	99.97%	-	7,116,268	99.97%
2015	2014	7,063,008	7,060,595	99.97%	-	7,060,595	99.97%
2016	2015	7,442,123	7,376,897	99.12%	(25,988)	7,350,909	98.77%
2017	2016	7,476,559	7,479,876	100.04%	(144,607)	7,335,269	98.11%
2018	2017	4,529,348	4,523,908	99.88%	-	4,523,908	99.88%
2019	2018	4,518,902	4,518,813	100.00%	-	4,518,813	100.00%
2020	2019	4,791,652	4,735,852	98.84%	-	4,735,852	98.84%

Source: San Miguel County Treasurer Office

Notes: The San Miguel County Treasurer's fee has not been deducted from the collection amounts. The negative numbers reflect abatements (refunds) that have been granted to property owners who successfully protested their valuations in the tax area in subsequent years.

TOWN OF MOUNTAIN VILLAGE
Ratios of Outstanding Debt by Type -Town of Mountain Village
Last Ten Years

TABLE C-1

Year	Governmental Activities	Business-Type Activities		Total Primary Government	Percentage of Actual Property Value (1)	Per Capita (2)	Per Personal Income
	General Obligation Bonds (1)	Revenue Bonds (3)	Note Payable				
2011	26,090,000	12,840,000	1,088,946	40,018,946	1.4%	29,932	785
2012	23,565,000	12,650,000	1,066,251	37,281,251	1.5%	27,534	702
2013	21,070,000	12,450,000	1,042,247	34,562,247	1.4%	25,376	556
2014	18,190,000	12,340,000	1,017,055	31,547,055	1.1%	22,663	430
2015	15,375,000	12,275,527	660,221	28,310,748	1.0%	20,338	356
2016	12,680,000	12,340,000	292,600	25,312,600	0.9%	17,826	334
2017	9,365,000	12,275,527	-	21,640,527	0.8%	15,261	267
2018	8,975,000	11,881,789	-	20,856,789	0.7%	14,555	238
2019	8,570,000	11,475,396	-	20,045,396	0.6%	13,918	221
2020	8,080,647	11,056,955	-	19,137,602	0.6%	13,250	205

Note: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

- (1) See Table B-1 for taxable property value data.
- (2) See Table D-1 for population data.
- (3) The revenue bonds were issued on December 29, 2000.

**Town Of Mountain Village
Direct and Overlapping Bond Debt
December 31, 2020**

TABLE C-2

<u>Governmental Unit</u>	<u>2020 Valuation</u>	<u>Bond Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share of Overlapping Debt</u>
Library District R-1	\$ -	\$ -	#DIV/0!	\$ #DIV/0!
Telluride Fire District	-	-	#DIV/0!	#DIV/0!
Subtotal		-		#DIV/0!
Mountain Village Metropolitan District, a unit of the Town of Mountain Village	310,031,920	8,080,647 (1)	100.0%	8,080,647
Total Direct and Overlapping Debt		<u>\$ 8,080,647</u>		<u>\$ #DIV/0!</u>

Sources: San Miguel County Assessor's Office for the valuation; each governmental unit for the debt outstanding data.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the Town of Mountain Village by taking the total valuation of MV divided by the total valuation of the entire district times the outstanding debt of each entity. This process recognizes that, when considering the Town's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. This does not imply that every taxpayer is a resident, and therefore responsible for (1) For the purposes of debt service, Mountain Village Metropolitan District has been kept in existence until all debt service is retired.

TOWN OF MOUNTAIN VILLAGE

Pledged-Revenue Coverage

Last Ten Years

TABLE C-3

Village Court Apartments (VCA) Revenue Bonds and Construction Note (1)						
	Gross	Less:	Net	Debt Service		
Year	Revenue	Operating Expenses	Available Revenue	Principal	Interest	Coverage
2011	1,996,266	1,095,394	900,872	201,745	293,179	1.82
2012	2,007,358	1,003,534	1,003,824	214,502	272,229	2.06
2013	2,129,888	1,049,555	1,080,333	224,004	266,229	2.20
2014	2,324,246	1,005,537	1,318,710	285,801	262,799	2.40
2015	2,337,461	1,030,000	1,307,461	356,834	480,291	1.56
2016	2,333,828	987,015	1,346,814	367,621	432,260	1.68
2017	2,343,641	1,049,464	1,294,177	357,073	406,401	1.70
2018	2,386,123	1,055,377	1,330,746	393,738	394,539	1.69
2019	2,404,321	1,214,929	1,189,392	406,393	381,884	1.51
2020	2,412,980	1,230,439	1,182,540	418,441	369,833	1.50

Notes: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

Gross revenues include non-operating interest income and grants and contributions.

Operating expenses do not include interest, loan fees, depreciation, or amortization.

- (1) The VCA revenue bonds were issued on December 29, 2000. The construction Note issued in 2006.
- (2) The Telluride Mountain Village Owners Association (TMVOA) guarantees the debt service payments to the extent not covered by operating surpluses by pledging its property owner assessments and guaranteeing the obligation by funding the guaranty fund in the amount of \$1,350,000.

Town of Mountain Village - Mountain Village Metropolitan District
Legal Debt Margin Information
Last Ten Years

TABLE C-4

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Assessed Value	\$ <u>310,031,920</u>	\$ <u>314,681,000</u>	\$ <u>290,861,460</u>	\$ <u>289,947,030</u>	\$ <u>294,011,170</u>	\$ <u>294,538,840</u>	\$ <u>266,407,970</u>	\$ <u>265,515,290</u>	\$ <u>317,578,720</u>	\$ <u>318,849,890</u>
Debt Limit	155,015,960	157,340,500	145,430,730	144,973,515	147,005,585	147,269,420	133,203,985	132,757,645	158,789,360	159,424,945
Total Net Debt Applicable to Limit	<u>6,070,000</u>	<u>6,550,000</u>	<u>6,835,000</u>	<u>7,110,000</u>	<u>10,310,000</u>	<u>12,890,000</u>	<u>15,595,000</u>	<u>18,370,000</u>	<u>20,765,000</u>	<u>23,065,000</u>
Legal debt margin	\$ <u>148,945,960</u>	\$ <u>150,790,500</u>	\$ <u>138,595,730</u>	\$ <u>137,863,515</u>	\$ <u>136,695,585</u>	\$ <u>134,379,420</u>	\$ <u>117,608,985</u>	\$ <u>114,387,645</u>	\$ <u>138,024,360</u>	\$ <u>136,359,945</u>
Total Net Debt Applicable to the Limit as a percentage of the Debt Limit	3.9%	4.2%	4.7%	4.9%	7.0%	8.8%	11.7%	13.8%	13.1%	14.5%

Source: San Miguel County Assessor's Office for the assessed value.

TOWN OF MOUNTAIN VILLAGE
Demographic and Economic Statistics
Last Eleven Years

TABLE D-1

Town of Mountain Village					San Miguel County Area				
Year	Population	Per Capita Personal Income	Per Capita Total Income	Zoned Population	Population	Per Capita Personal Income	Per Capita Total Income	School Enrollment	Unemployment Rate
2011	1,337	-	-	8,027	7,490	50,957	381,667,930	1,032	7.8%
2012	1,354	-	-	8,027	7,578	53,133	402,641,874	738	6.9%
2013	1,362	-	-	8,027	7,626	62,144	473,910,144	863	5.5%
2014	1,392	-	-	8,027	7,736	73,448	568,193,728	835	3.7%
2015	1,392	-	-	8,027	7,842	79,519	623,587,998	907	2.4%
2016	1,420	-	-	8,027	8,013	75,810	607,465,530	933	2.4%
2017	1,418	-	-	8,027	8,039	81,166	614,303,502	902	2.7%
2018	1,433	-	-	8,027	8,176	87,521	632,795,880	913	3.4%
2019	1,430	-	-	8,027	8,175	90,444	726,730,136	920	2.5%
2020	1,444	53,125	76,728,438	8,027	8,293	93,157	772,553,655	890	8.5%

Source: Population and income data provided by the Colorado Division of local Government, State Demography Office; school enrollment data provided by Telluride School District; unemployment data provided by the US Bureau of Labor Statistics. Personal per capita income for the Town of Mountain Village is only calculated every ten years during the U.S. Census. 2020 Census data is unavailable for this year. Telluride School District enrollment as of 2016 includes Pre-K through 12th grade.

TOWN OF MOUNTAIN VILLAGE

Principal Employers

Last Ten Years

TABLE D-2

2020				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	855	78.26%	1
Madeline Property Owners (Hotel Madeline)	Hotel and Restaurants	100	9.15%	2
Town of Mountain Village	Government	138	12.59%	3
Total		<u>1,093</u>		
2019				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	986	76.95%	1
Madeline Property Owners (Hotel Madeline)	Hotel and Restaurants	156	12.17%	2
Town of Mountain Village	Government	139	10.88%	3
Total		<u>1,281</u>		
2018				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	1,077	79.05%	1
Madeline Property Owners (Hotel Madeline)	Hotel and Restaurants	146	10.72%	2
Town of Mountain Village	Government	139	10.23%	3
Total		<u>1,362</u>		
2017				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	1,050	77.05%	1
Madeline Property Owners (Hotel Madeline)	Hotel and Restaurants	176	12.92%	2
Town of Mountain Village	Government	137	10.03%	3
Total		<u>1,363</u>		
2016				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	1,050	76.63%	1
Madeline Property Owners (Hotel Madeline)	Hotel and Restaurants	185	13.50%	2
Town of Mountain Village	Government	135	9.87%	3
Total		<u>1,370</u>		
2015				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	1,020	86.22%	1
Madeline Property Owners (Hotel Madeline)	Hotel and Restaurants	163	13.78%	2
Town of Mountain Village	Government	132	11.12%	3
Total		<u>1,183</u>		
2014				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	953	72.17%	1
Town of Mountain Village	Government	129	9.80%	2
Telluride Resort and Spa	Hotel, Restaurants, and Spa	125	9.47%	3
Ektornet (Hotel Madeline)	Hotel and Restaurants	113	8.56%	4
Total		<u>1,320</u>		
2013				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company (1)	Ski Area Owner and Operator	965	73.26%	1
Town of Mountain Village	Government	130	9.88%	2
Telluride Resort and Spa	Hotel, Restaurants, and Spa	121	9.19%	3
Ektornet (Hotel Madeline)	Hotel and Restaurants	101	7.67%	4
Total		<u>1,317</u>		
2012				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company	Ski Area Owner and Operator	1,050	69.12%	1
Ektornet (Hotel Madeline & Inn at Lost Creek)	Hotel and Restaurants	180	11.85%	2
Telluride Resort and Spa	Hotel, Restaurants, and Spa	145	9.55%	3
Town of Mountain Village	Government	144	9.48%	4
Total		<u>1,519</u>		
2011				
Employer	Type of Business	Employees	% of Total Employment	Rank
Telluride Ski and Golf Company	Ski Area Owner and Operator	1,010	68.94%	1
Ektornet (Hotel Madeline & Inn at Lost Creek)	Hotel and Restaurants	157	10.72%	2
Telluride Resort and Spa	Hotel, Restaurants, and Spa	150	10.24%	3
Town of Mountain Village	Government	148	10.10%	4
Total		<u>1,465</u>		

(1) In 2013, TSG purchased the Inn at Lost Creek and in 2015, The Peaks Resort and Spa.

TOWN OF MOUNTAIN VILLAGE
Full-Time Equivalent Town Employees by Function/Program
Last Ten Years

TABLE E-1

<u>Year</u>	<u>General Government</u>	<u>Public Safety</u>	<u>Planning and Development</u>	<u>Housing Authority</u>	<u>Daycare Program</u>	<u>Administration</u>	<u>Road & Bridge/Shop</u>	<u>Parking & Transit</u>	<u>Plaza Services</u>			<u>Water & Sewer</u>	<u>Broadband Fund</u>	<u>Total</u>
									<u>Parks & Recreation</u>	<u>Gondola</u>				
2011	3.80	9.70	7.00	6.00	8.55	9.20	13.00	18.15	17.95	44.10	6.50	4.00	147.95	
2012	3.50	8.70	6.85	6.15	8.55	9.50	12.50	17.90	15.70	44.25	6.50	4.00	144.10	
2013	3.50	7.70	5.00	6.15	8.50	9.50	12.50	6.95	15.80	44.05	6.50	4.00	130.15	
2014	3.50	7.70	4.85	6.15	8.50	9.50	12.00	4.90	17.90	43.95	6.50	4.00	129.45	
2015	3.50	7.70	5.85	6.15	8.50	9.50	12.00	4.80	19.00	44.10	6.50	4.00	131.60	
2016	4.00	7.70	6.25	6.15	8.20	9.00	12.00	5.80	20.25	45.40	6.50	4.00	135.25	
2017	4.00	7.70	6.25	6.15	9.50	10.00	11.84	5.18	19.88	45.92	6.33	4.00	136.75	
2018	4.00	8.70	6.25	7.15	9.50	12.00	11.84	6.40	18.63	44.60	6.33	4.00	139.40	
2019	4.00	8.70	6.25	7.15	9.50	12.20	11.84	6.40	17.63	44.60	6.33	4.80	139.40	
2020	3.00	8.70	5.85	7.15	9.50	12.20	11.84	6.40	16.83	44.60	6.63	4.80	137.50	

Source: Town of Mountain Village Human Resources Department

TOWN OF MOUNTAIN VILLAGE
Operating Indicators by Function/Program
Last Ten Years

TABLE E-2

Function/Program:	2020 (4)	2019 (4)	2018	2017	2016	2015	2014	2013	2012	2011
General:										
Business Licenses Issued (3)	1,643	1,543	1,340	1,325	1,263	1,101	1,043	1,038	1,035	944
Business Licenses Revenue	\$ 325,546	\$ 321,392	\$ 313,553	\$ 320,389	\$ 296,585	\$ 281,898	\$ 270,572	\$ 268,235	\$ 245,933	\$ 228,506
Skier Days (1)	496,342	385,220	535,387	425,206	487,144	505,592	478,211	454,259	424,822	423,927
Real Estate Transfer Assessments (RETA)	\$ 12,411,961	\$ 7,014,416	\$ 5,692,753	\$ 8,478,982	\$ 5,700,044	\$ 5,416,271	\$ 6,301,078	\$ 3,962,093	\$ 4,873,158	\$ 2,684,481
Planning and Development Services:										
Construction Permits Issued	75	98	97	115	107	83	93	128	127	48
Building Permits Valuation	\$ 38,855,437	\$ 45,036,262	\$ 30,532,893	\$ 64,003,406	\$ 22,855,998	\$ 28,594,840	\$ 17,782,576	\$ 56,574,803	\$ 37,471,121	\$ 18,130,969
Housing Authority										
Occupancy Rate	99.51%	99.32%	98.53%	97.13%	99.28%	99.36%	95.53%	87.16%	81.56%	81.36%
Public Works:										
Street Resurfacing (miles)	2.50	1.60	2.57	6.49	3.51	1.00	1.06	3.30	1.50	0.00
Water:										
Average Daily Consumption (gallons)	551,871	776,485	806,564	593,477	661,178	619,452	530,348	644,682	686,717	695,070
Wastewater:										
Average Daily Sewage Treatment (gallons)	292,636	270,953	251,580	216,159	258,150	232,521	240,565	223,572	212,085	218,071
Transit:										
Gondola Passengers	2,412,631	3,151,603	3,026,131	2,813,254	2,778,910	2,617,642	2,407,193	2,283,778	2,171,113	2,148,977
Chondola Passengers	110,576	134,052	132,608	118,257	111,256	122,086	118,232	108,156	N/A	N/A
Bus Passengers	19,147	68,605	53,264	55,935	46,221	43,490	40,003	35,889	N/A	N/A
Employee Shuttle Riders	3,598	16,990	15,053	14,887	15,530	18,752	16,780	20,362	N/A	N/A
Dial A Ride Passengers	76,788	110,129	85,578	92,092	46,221	74,008	48,172	26,887	59,280	66,973
Broadband Services:										
Cable TV Subscribers	1,601	1,625	1,695	1,715	1,691	1,685	1,560	1,423	1,412	1,448
Phone Subscribers	82	98	102	102	99	98	96	88	84	77
Internet Subscribers	1,830	1,845	1,842	1,840	1,820	1,815	1,012	952	955	954
Daycare Services:										
Average # of Resident Infants Tended Per Day	4.50	5.12	5.70	5.49	5.52	5.04	4.39	3.92	4.57	2.57
Average # of Resident Toddlers Tended Per Day	10.08	14.78	12.55	13.44	12.73	11.15	12.14	12.45	9.10	8.52
Average # of Non-resident Infants Tended Per Day	0.48	0.00	0.00	0.16	0.49	0.65	0.77	0.73	0.92	1.19
Average # of Non-resident Toddlers Tended Per Day	0.54	0.21	1.07	1.65	2.53	2.27	1.10	1.83	2.18	3.57
Preschool Services:										
Average # of Resident Students Tended Per Day	13.26	15.44	14.48	13.47	11.02	11.02	9.81	8.55	9.80	9.11
Average # of Non-resident Students Tended Per Day	0.00	0.55	0.24	0.00	3.71	3.71	4.06	4.98	4.30	3.60
Conference Center: (2)										
Attendance at Events	6,460	18,901	23,316	27,624	27,390	36,937	28,943	13,321	11,839	11,530
Number of Event Days	46	64	78	119	130	150	81	129	87	103
Percentage of Possible Event Days	12.60%	17.53%	21.37%	32.60%	35.62%	41.10%	22.19%	35.34%	23.84%	28.22%

N/A - information is not available or has changed in the way that it is tracked.

Sources: Various town departments. skier days data provided by the Telluride Ski and Golf Company.

- (1) Skier Days represents the number of skiers visits. The ski company reports by the ski season rather than calendar year, due to Covid-19, the 2019/2020 ski season was cut short 21 days.
- (2) Conference Center operations are contracted out to a management company.
- (3) The increase in BL's from 2009-2011 was due mainly to a change in the BL ordinance and new audit procedures. For business licensing and tax collections, the Town went to an online filing and payment system in 2012. The jump in number of licensees from 2018 to 2019 was affected by new laws requiring remote sellers to pay sales taxes without a physical presence. However, remote sellers are granted a "no fee" license, therefore revenues did not increase proportionately.
- (4) Due to the pandemic, (2019/2020) skier days were limited, the daycare and preschool was closed for two months plus other periods when forced to shut down. The gondola was shut down for greater periods than the normal off season periods. The conference center was used very little due to restrictions of large gatherings.

TOWN OF MOUNTAIN VILLAGE
Capital Asset Statistics by Function/Program
Last Ten Years

TABLE E-3

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Function/Program:										
Public Safety:										
Stations	1	1	1	1	1	1	1	1	1	1
Public Works:										
Streets (miles)	20	20	20	20	20	20	20	18	18	18
Water Mains (miles)	38	38	38	38	38	35	35	30	30	30
Sewer Lines (miles)	29	29	29	29	29	29	29	19	19	19
Fleet:										
Vehicles (1)	97	96	99	104	98	82	81	79	78	79
Broadband Services:										
Cable TV Line (miles)	36	36	36	34	33	33	33	33	33	33
Parks and Recreation:										
Acreage of Parks and Open Space	1169	1169	1169	1169	1169	1169	1169	1169	1169	1169
Miles of Maintained Trails (Winter)	15	15	15	15	15	15	15	15	13	13
Miles of Maintained Trails (Summer)	13	13	13	13	13	16	16	16	10	8
Ponds	1	1	1	1	3	3	3	3	3	3
Outdoor Ice Skating Rink	1	1	1	1	1	1	1	1	1	1
Outdoor Ice Skating Pond	1	1	1	1	1	0	0	0	0	0
Conference Center	1	1	1	1	1	1	1	1	1	1

Sources: Various town departments.

(1) Due to the classification of "vehicles" by our insurance company, we have reclassified trailers from "equipment" to "vehicles" in our system, thus increasing the count in 2016.

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AGENDA ITEM 10
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

FROM: Michelle Haynes, Planning and Development Services Director, Paul Wisor, Town Attorney

FOR: August 19, 2021

DATE: August 12, 2021

RE: First Reading of an Ordinance regarding Amendments To The Community Development Code Consistent With The Town Of Mountain Village Community Housing Initiatives; Specifically, Amendments To Reintroduce Duplex Development Within An Overlay District In The Single Family Zone District, Modifications To The Definition Of Accessory Dwelling Unit (ADU), Removing Mother-In-Law Suite, Allowing For A One Step Design Review For Deed Restricted Projects, Providing Lot Coverage And ADU Square Footage Increases In Exchange For Voluntary Deed Restrictions Of ADU's, Clarifying That An ADU Is Allowed Within Detached Condominium Development And Other Conforming Amendments

OVERVIEW

The Town Council launched a Community Housing Initiative in May of 2021, which consists of a multi-pronged approach to incentivize and create community housing in the Town of Mountain Village. The Town of Mountain Village continues to be a leader in supporting existing and new community housing in Mountain Village and the greater Telluride region.

ZONING INCENTIVES OVERVIEW

Town Council provided direction to pursue the zoning incentives as described in this memo. The zoning incentives included re-introducing duplex development as an overlay within the single-family zone district in a limited vicinity called the Duplex Overlay District. This also included providing more clarity regarding accessory dwelling units, ADUs, specifically that they are allowed within detached condominiums in addition to the Single-Family zone district. We also propose zoning incentives related to ADU's. If an ADU is voluntarily deed restricted, the size of the ADU can increase by 200 square feet over the size that is otherwise allowed. Second, if an ADU is voluntarily deed restricted, the overall lot coverage can be increased by 5% on the property. These incentives will be further described below.

ATTACHMENTS

- A. Ordinance inclusive of exhibit A. Redline CDC Amendments
- B. Proposed Duplex primary and secondary overlay

RE-INTRODUCE DUPLEX DEVELOPMENT

Subdividable duplex and non-subdividable duplex zoning designations were first introduced as part of the final Mountain Village Planned Unit Development Agreement and allowed within the single-family zone district in 1991, before the Town incorporated. These zoning designations carried into our incorporation and settlement agreement with the County.

Single family, subdividable duplex and non-subdividable duplex carry the following zoning designations and person equivalents found in the table below.

Table 1. Zoning Designations in the single-family zone district and person equivalents

Zoning Designation	Person Equivalent
Single family	4
Non-Subdividable Duplex	6.5
Subdividable Duplex	8

In 2013 when the CDC replaced the Land Use Ordinance (LUO) duplex zoning designations were removed except in a handful of cases where duplexes were already platted but not yet built.

Below are the definitions of each with proposed modifications shown as strikethroughs.

Non-Subdividable Duplex Dwelling Unit: A lot containing either (a) a detached building containing only two (2) dwelling units that are located on one (1) lot; or (b) two (2) detached buildings with each building only containing one (1) dwelling unit, both as limited under the single-family zone district requirements. Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit.

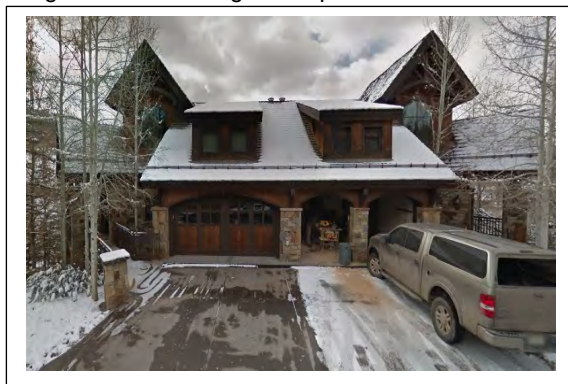
Subdividable Duplex Dwelling Unit: A Lot zoned as Subdividable Duplex, which may be used for the construction of two (2) Dwelling Units. A Subdividable Duplex Lot may be condominiumized by staff subdivision application.

Here are a few examples of attached duplex development

Figure 1. Conceptual image of an attached duplex



Figure 2. An existing MV duplex home circa 2000



The primary difference between a non-subdividable duplex and a subdividable duplex is that the **non-subdividable** duplex's second unit could only be rented and would be required to be deed restricted. The **subdividable duplex** second unit could be held in

separate ownership via a condominium regime and need not be deed-restricted but could participate in the YES program to deed-restrict one or both units.

Duplex History Detail

Non-Subdividable Duplex Zoning Designation. The original intent of the non-subdividable duplex designation was to assist in meeting the affordable housing requirements of the Mountain Village with the following general requirements:

- 1) The non-subdividable duplex lot may not be further subdivided.
- 2) The second unit may be attached or detached.
- 3) The second unit may only be used as an affordable housing unit and rented. Meaning it is deed restricted.
- 4) There is one access point of the public right of way to serve both units.

Subdividable Duplex Zoning Designation. The purpose and intent of a subdividable duplex unit (attached or detached) is similar to the non-subdividable duplex in the following ways but also different as noted below:

- 1) The property must acquire the necessary density, subdivision and rezone and does not otherwise increase the density limitation of the town.
- 2) If the second unit is deed restricted, Town Council can create the workforce density as part of the rezone and density transfer process.
- 3) There is one access point of the public right of way to serve both units.
- 4) The units may be held in separate ownership through a condominium map process.

Staff recommends the following modifications to the definitions.

Non-subdividable duplex. Staff recommends the Town re-instate the non-subdividable duplex as originally intended so the second unit stays in the same ownership, is deed restricted by legal instrument to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children, consistent with CDC Section 17.3.9. Given the unit is required to stay within the same ownership, it is likely one part of the duplex would be rented. Staff also recommends a requirement that both units must be constructed at the same time.

Subdividable duplex. Staff recommends the second unit may be (but not required to be) deed restricted by legal instrument to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children, consistent with CDC Section 17.3.9 and allowed to have separate ownership. Deed restriction of either or both units are eligible to participate in the YES program. Staff also recognizes that there is a no further subdivision provision in the CDC and have suggested some edits to allow for the re-introduction of duplex development within the overlay district. We recommend modifying the definition so that the units can be condominiumized. The CDC is otherwise clear that in the event detached duplex units were constructed as detached, the property could not be further subdivided by plat or later rezoned to two single family lots.

A rezone and density transfer application would be needed should someone wish to rezone from single family to either duplex designation. In the event that the second unit is voluntarily deed restricted, Town Council can create the workforce housing density which would save the application money and time because otherwise, additional density would be required to be purchased by the developer through the density bank.

Other land use matters of relevance.

In both duplex scenarios the site coverage, height limitations and parking requirements are the same as that carried by the single-family zoning so although you may see two units attached or detached, the massing and context will be similar to that of a single-family home.

Staff analysis: Re-introducing duplex development within a discrete overlay district in combination with the YES program is one means to incentive the development of additional housing inventory in the Mountain Village. It also varies the mix of housing inventory which is a goal of any Community Housing Initiative.

DUPLEX OVERLAY PROPOSED

Staff recommends re-introduction of non-subdividable duplex and subdividable duplex zoning designations within a **Duplex Overlay** to be shown as a layer within the single family zone district, on the official zone district map. Staff recommends a zone #1 and zone #2. Within zone #2 adjacent owner consent would be needed as part of a rezone and density transfer application to propose duplex development.

ACCESSORY DWELLING UNIT

Accessory Dwelling Units are allowed within the single-family zone district as attached [to the primary home] if the lot size is less than .75 acres and detached [from the primary home] if the lot size is over .75 acres. This accessory use is considered ancillary to the primary home, allows for a separate lock-off entrance and a full kitchen. Traditionally the ADU's were intended for caretaker and ancillary uses to manage estate properties in the Mountain Village. ADU's have functioned like this, and provided long term and short-term rental options for homeowners at their discretion. The ADU's size is limited and subordinate to the main dwelling consistent with the regulations found in the CDC.

The original definition of the ADU allowed for it as a normal incidental to, subordinate to and devoted exclusively to the main use of the residence (1998 LUO)

The current definition is as follows:

Accessory Dwelling Unit: A single-family dwelling that is located on the same lot as the primary single-family dwelling that meets the zoning requirements for an accessory dwelling unit under the municipal code. Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit.

The current CDC also allows for a mother-in-law suite in detached condominiums. This is very similar to an ADU except there must be a common shared entrance, and the kitchen facility is limited in size. Staff recommends removing this and replacing it with an allowance for an ADU.

Proposal

Pursuant to Council direction, staff has removed the definition of a mother-in-law suite, then integrating some of the mother-in-law language into the ADU definition. Staff clarified that an ADU is allowed within detached condominiums in addition to the single-family zone district and SFCI.

Proposed definition:

Accessory Dwelling Unit: A dwelling unit that is located on the same lot or within the same primary dwelling (as applicable) as the primary single-family or

detached condominium dwelling that meets the requirements for an accessory dwelling unit contained in Chapter 3. Each dwelling unit may have one (1) kitchen without size limitation. A separate entrance is allowed. Size limitations apply as contained in Chapter 3. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit. Accessory Dwelling Unit can share a common entrance or common hallway within the primary dwelling unit.

Allowable Zone Districts:

The proposed CDC amendment will make it clear that an ADU is allowed in the Single-Family zone district, Single family Common Interest Community (SFCI) zone district, and Multi-Family zone district when the unit configuration is a detached condominium dwelling unit.

ADU's are recommended to be prohibited within duplex development.

Parking:

In the CDC there is no parking requirement for an ADU; however, it can be determined by the Design Review Board parking is required pursuant to development review on a case-by-case basis per CDC Section 17.5.8.A(5). Staff is recommending that this flexibility is maintained for any future ADUs.

ADDITIONAL ADU ZONING INCENTIVES

Staff added two additional zoning incentives to the ADU provisions in the case where the owner voluntarily enters into a deed restriction for the ADU. 1) Deed restricted ADUs can be constructed with an additional 200 square feet of bonus floor area. 2) Owners proposing a deed restricted ADU can increase their overall lot coverage by 5% from the Lot Coverage requirements provided in the CDC.

ADDITIONAL BROAD INCENTIVES

Staff recommends that if a project is comprised of 60% or more of deed restricted housing, then the process is expedited by a one step design review application. This means that all the requirement of the initial and final review are provided in one application.

NEXT STEPS

If Town Council recommends moving forward, below is a proposed outline of the CDC timeline and amendment process:

- May 20, 2021 – Launched the Community Housing Initiatives*
- June 17, 2021 – Work session to receive direction regarding zoning incentives in the Community Development Code (CDC)*
- August 5, 2021 – Design Review Board recommendation on proposed zoning incentives*
- August 19, 2021 – First Reading of an Ordinance regarding proposed zoning incentives*
- September 16, 2021- Second Reading of an Ordinance regarding proposed zoning incentives

*Completed

RECOMMENDED MOTION

I move approve on first reading an Ordinance regarding the CDC amendments supporting Community Housing Initiatives found attached to the ordinance as exhibit A. To also direct staff to update the Official Zoning Map to include the duplex overlay generally shown as exhibit C and request the Town Clerk to set a public hearing for September 16, 2021.

/mbh

ORDINANCE NO. 2021-__

AN ORDINANCE REGARDING AMENDMENTS TO THE COMMUNITY DEVELOPMENT CODE CONSISTENT WITH THE TOWN OF MOUNTAIN VILLAGE COMMUNITY HOUSING INITIATIVES; SPECIFICALLY, AMENDMENTS TO REINTRODUCE DUPLEX DEVELOPMENT WITHIN AN OVERLAY DISTRICT IN THE SINGLE FAMILY ZONE DISTRICT, MODIFICATIONS TO THE DEFINITION OF ACCESSORY DWELLING UNIT (ADU), REMOVING MOTHER-IN-LAW SUITE, ALLOWING FOR EXPEDITED REVIEW FOR DEED RESTRICTED PROJECTS, PROVIDING LOT COVERAGE AND ADU SQUARE FOOTAGE INCREASES IN EXCHANGE FOR VOLUNTARY DEED RESTRICTIONS OF ADU'S, CLARIFYING THAT AN ADU IS ALLOWED WITHIN DETACHED CONDOMINIUM DEVELOPMENT AND OTHER CONFORMING AMENDMENTS

RECITALS

- A. The Town of Mountain Village (the "Town") is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado (the "Constitution") and the Home Rule Charter of the Town (the "Charter").
- B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof.
- C. The Town Council may amend the CDC, including incentivizing community housing (also known as workforce housing) in the CDC, from time to time.

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

Section 1. Amendment of Community Development Code

- A. The Town of Mountain Village Community Development Code is hereby amended and replaced as set forth in Exhibit A which is attached hereto and incorporated herein.
- B. The Planning Division is directed to codify the amendments in Exhibit A into the CDC.
- C. The Planning Division may correct typographical and formatting errors in the amendments or the adopted CDC.
- D. The Planning Department is also directed to amend the Official Zone District Map accordingly.

Section 2. Ordinance Effect

- E. This Ordinance shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided and the same shall be construed and concluded under such prior ordinances.
- F. 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 _____, 2021.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 19th of August, 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 of August, 2021

TOWN OF MOUNTAIN VILLAGE:

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

By: Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 16th of September, 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 _____, 2021, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Marti Prohaska				
Harvey Mogenson				
Patrick Berry				
Peter Duprey				
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 _____, 2021 in accordance with Section 5.2d of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on August 19, 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				
Marti Prohaska				
Harvey Mogenson				
Patrick Berry				
Peter Duprey				
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)

CHAPTER 17.3 ZONING AND LAND USE REGULATIONS

17.3.1 PURPOSE

The purpose and intent of the Zoning and Land Use Regulations is to create a zoning scheme that is consistent with the Town's Comprehensive Plan in order to insure compatibility of land uses, efficient and economical use of land and adequate light and air in development projects. These regulations are also intended to:

- A. Establish zone districts and zone district requirements and incorporate by reference the Official Zoning Map;
- B. Specify accessory and conditional land uses that are permitted within each zone district;
- C. Outline specific zoning designations to be applied to each lot;
- D. Preserve the person-equivalent Density Limitation in the Original PUD Boundary;
- E. Provide for density transfers and the establishment and regulation of the Town density bank;
- F. Preserve the platted open space requirement and provide for rezoning of open space for development as envisioned in the Comprehensive Plan;
- G. Establish building height, site coverage, general easement and setback requirements;
- H. Establish requirements for rezoning hotbed sites identified in the Comprehensive Plan; and
- I. Provide regulations concerning nonconforming uses, structures and lots.

17.3.2 ZONE DISTRICTS ESTABLISHED

A. Zone Districts

The following zone districts are established for use within the Town:

- a. Active Open Space Zone District ("AOS");
 - i. Limited use, ski resort active open space ("class 1 AOS");
 - ii. Limited use, golf course active open space ("class 2 AOS");
 - iii. Full use, ski resort active open space ("class 3 AOS");
 - iv. Resource conservation active open space ("class 4 AOS"); and
 - v. Right-of-way active open space ("class 5 AOS").
 - b. Passive Open Space Zone District ("POS");
 - c. Civic Zone District ("CV");
 - d. Multi-Family Zone District ("MF");
 - e. Maintenance-Public Works Zone District ("MPW");
 - f. Single-family Zone District ("SF");
 - i. Subdividable Duplex/Non-Subdividable Duplex
 - ~~f.g.~~ Single-family Common Interest Community Zone District ("SFCI");
 - ~~g.~~ h. Village Center Zone District ("VC"); and
 - ~~h.~~ i. PUD Zone District ("PUD").
2. These zone districts were established in order to implement the Comprehensive Plan's land use plan policies including but not limited to the land uses envisioned in the future land use plan map.
- a. The Comprehensive Plan future land use map shall be implemented by:

- i. Ensuring all development applications that are required to be in general conformance with the Comprehensive Plan are compliant with the land use plan policies and future land use map of the Comprehensive Plan (Please refer to the Town Comprehensive Plan regulations in Chapter 1); and;
- ii. Ensuring that the ski resort operator and the golf resort operator's land will be rezoned in the future to be in general conformance with the land use plan policies and the future land use plan as set forth in the Comprehensive Plan, including but not limited to the public benefit number 9 in the Comprehensive Plan public benefits table, that requires Telluride Ski Resort operator and Telluride Golf Resort operator's land to be rezoned to be consistent with the six open space classifications shown on the future land use plan and as set forth in this CDC.

B. Zone District Descriptions and Land Uses

The following sections provide a description of the zone districts and the general uses allowed within each zone district. The land uses allowed in each zone district are more specifically set forth in the land Use Schedule.

1. Active Open Space Zone Districts' Classifications. Active open space has the following zone district classifications:

- a. **Limited Use Ski Resort Active Open Space (Class 1 AOS)**
The Class 1 AOS Zone District is intended to provide open space areas limited to active recreational uses, recreational trails, ski resort uses limited to snowmaking systems, ski runs, ski events and related activities, tramways and related facilities and other similar uses that involve limited vertical development.
- b. **Limited Use Golf Course Active Open Space (Class 2 AOS)**
The class 2 AOS Zone District is intended to provide open space areas limited to golf course facilities and related activities, such as greens, tees, fairways, golf cart paths, infrastructure, waterworks, irrigation, pump houses, electrical, lightning shelters, recreational trails and similar uses.
- c. **Full Use Ski Resort Active Open Space (Class 3 AOS)**
The class 3 AOS Zone District is intended to provide open space areas with more intensive land uses than those permitted in the class 1 AOS and class 2 AOS zone districts that are typically associated with the operation and maintenance of a ski resort and the community at large, which are limited to ski resort uses, active recreation uses, recreational trails, community infrastructure, equestrian facilities, workforce housing, telecommunications antenna and similar uses.
- d. **Resource Conservation Active Open Space (Class 4 AOS)**
The class 4 AOS Zone District is intended to provide open space areas limited to passive open space uses such as recreational trails, picnicking areas, nature interpretation, nature viewing and similar uses.
- e. **Right-of-Way and Access Active Open Space (Class 5 AOS)**
The class 4 AOS Zone district is intended to provide open space areas limited to roadways, driveways, vehicular signage, utilities, parking, infrastructure, telecommunications antennas, recreational trails, ski runs and associated infrastructure at road-ski run intersections, community infrastructures and similar uses.

2. Passive Open Space Zone District. The Passive Open Space Zone District ("POS") is

intended to provide open space areas limited to passive open space uses, land in a natural state, environmental restoration such as wetland mitigation and forest management, fire mitigation, subsurface utilities and infrastructure, and similar uses.

3. **Civic Zone District.** The Civic Zone District ("CV") is intended to provide civic land uses limited to municipal facilities, community facilities, workforce housing, hotbed development in accordance with the Comprehensive Plan, and similar uses. This zone district shall only be applied to the Town Hall Subarea and is expressly prohibited elsewhere, including but not limited to the ski resort operator's shops area located off of Prospect Creek Drive.
4. **Multi-Family Zone District.** The Multi-family Zone District ("MF") is intended to provide higher density multi-family uses limited to multi-family dwellings, hotbed development, recreational trails, workforce housing and similar uses.
5. **Maintenance-Public Works Zone District.** The Maintenance-Public Works Zone District ("MPW") is intended to provide land for public works uses limited to community infrastructure, recreational trails, maintenance facilities, public works facilities and similar uses. This zone district, or a PUD zone district with the same land uses, shall be applied to any rezoning of the ski resort operators shops area located off of Prospect Creek Drive.
6. **Single-Family Zone District.** The Single-family Zone District (SF) is intended to provide lower density single-family residential areas limited to single-family dwellings and similar uses. ~~Subdividable and Non-subdividable duplex zoning designations are permitted to continue~~ are allowed within the single-family zone district consistent with the Subdividable and Non-Subdividable Overlay on lots 213, 245 and 257B unless such lots are rezoned to the have a single-family zoning designation found on the Official Zoning Map. Lots 213, 245 and 257B have existing duplex zoning designation use and are allowed to continue within the single-family zone district.
7. **Single-Family Common Interest Community Zone District.** The Single-family Common Interest Community Zone District ("SFCI") is intended to provide lower density, single-family residential areas limited to single-family dwellings that are platted as single-family lots subject to limitations set forth in the Subdivision Regulations, and similar uses.
8. **Village Center Zone District.** The Village Center Zone District ("VC") is intended to provide for a mix of high intensity and high density land uses in the Village Center limited to commercial, multi-family, recreational trails, active recreation uses, recreational facilities, parking facilities, visitor-oriented uses, conferencing facilities, cultural facilities and uses, workforce housing, resort support and similar uses.
9. **PUD Zone District.** The Planned Unit Development ("PUD") Zone District is intended to provide for a development to achieve the new land uses envisioned in the Comprehensive Plan and/or the PUD purposes set forth in the PUD Regulations, with a variety of land uses as envisioned in the Comprehensive Plan.

17.3.3 USE SCHEDULE

A. The Town of Mountain Village Land Use Schedule ("Use Schedule"), Table 3-1, establishes specific permitted, accessory, conditional and not permitted land uses for each zone district.

1. The Use Schedule lists the following notations:

P = permitted use;
A = accessory use;
C = conditional use;

PM = permitted with Planning and Building division staff approval of construction mitigation plan (Staff may classify to conditional use based on impacts and extent of construction staging);

PT = permitted use in Town Hall Plaza only;

SE = special event development application required; and

PVC = permitted Village Center only

2. Blank cells in the Use Schedule under each of the respective zone districts indicate that the use appearing next to that blank cell is expressly prohibited in that zone district.
3. The Director of Community Development shall render the final administrative decision concerning the scope, application and meaning of terms in this Use Schedule.
4. Any conforming land use in the Use Schedule, or any use approved pursuant to section B below can be proposed as a permitted, accessory or conditional land use in the PUD Zone District as a part of a PUD development application as set forth in the PUD Regulations.

Table 3-1: Town of Mountain Village Land Use Schedule

Use/Zone	C	C	C	C	C	P	SF,	MF	MPW	CV	VC
	L	L	L	L	L	O	SFCI				
	A	A	A	A	A	S					
	S	S	S	S	S						
	S	S	S	S	S						
	1	2	3	4	5						
	A	A	A	A	A						
	O	O	O	O	O						
	S	S	S	S	S						
Commercial (Sale of Goods)											
Bakery										PT	P
Bar, Lounge, nightclub								A		PT	P
Book, hobby/toy store										PT	P
Clothing store										PT	P
Coffee shop								A		PT	P
Delicatessen/café										PT	P
Drug store/pharmacy										PT	P
Florist										PT	P
General commercial, retail								A		PT	P
Grocery store										PT	P
Home decorating										PT	P
Jewelry store										PT	P
Liquor store										PT	P
Novelty, curio and souvenir										PT	P
Restaurant (no drive through)								A		PT	P
Farmers' market			SE							SE	P
Special events			SE							SE	SE
Sporting goods and rentals								PC		PT	P
Vending apparatuses			PVC							PT	P
Professional Services											
Bank, financial institution										PT	P/C
Beauty, barber shop										PT	P/C
General office										PT	P/C
Insurance										PT	P/C

Use/Zone	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	P O S	SF, SFCI	MF	MPW	CV	VC
Medical center or medical offices										PT	P/C
Real estate office										PT	P/C
Office			C					A		PT	P/C
Private school										PT	P/C
Entertainment											
Auditorium, conferencing								A		P	P
Bowling alley							A	A		P	P
Busking			PVC							PT	
Dance studio							A			P	P
General indoor entertainment							A			P	P
General outdoor entertainment	C	C	PVC				A			P	P
Pool hall											P
Theater, indoor							A	A		P	P
Theater, outdoor			SE				A	A		C	C
Special events	SE	SE	SE		SE						SE
Open Space, Public and Infrastructure Uses											
Access roads, driveways	C	C	C	P	P			P	P	P	P
Active open space			P		P		P	P	P	P	P
Active recreation uses without any buildings	P	P	P								
with buildings	C	C	C								
Alpine slide			C								
Amphitheater			C								
Bus or transit station adjoining existing transit route			C	P	P		P	P		P	P
Camping	C	C	C	C	C						
Cemetery			C								
Church			C					C		PT	P
Community center					C			C		C	C
Community gardens	C	C	C	C				C		C	C
Community Infrastructure			C				C	C	P	P	C
Composting, rear yard with no nuisance			C				P	P	P	C	
Conference center								A		P	P
Cross-country, nordic skiing	P	P	P	P	P	P	P	P	P	P	P
Cross-country nordic center			P	C	C			C		C	C
Dog Daycare/Veterinarian										C	C
Drainage infrastructure, storm drainage infrastructure	P	P	P	P	P	P	P	P	P	P	P
Workforce housing			C				C	P		P	P

Use/Zone	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	C L A S S I F I C A T I O N S	P O S	SF, SFCI	MF	MPW	CV	VC
Fire station										PT	
Forestry management, forest enhancement, fire mitigation	P	P	P	P	P	P	P	P	P	P	P
Garden located in rear yard							P	P			
General recreational structures and improvements with no buildings or structures	P	P	P	P	P		P	P	P	P	P
General recreational structures and improvements with buildings or structures	C	C	C							P	P
Golf course uses	P	P	P								
Golf club house											P
Golf halfway houses	C	C	C								
Golf course maintenance building and associated outdoor storage		C	C					C			
Government office										P	
Grading infrastructure such as retaining walls	P	P	P	P			P	P	P	P	P
Greenhouse			C				C	C	C	C	C
Heliport			C							C	C
Hospital, clinic										P	C
Ice skating facility, outdoor private or public			PVC				C	C		C	P
Ice skating facility, indoor private or public			C								P
Infrastructure, below grade and above grade pedestals	P	P	P	P	P	C	P	P	P	P	P
Infrastructure, above grade	C	C	C	C	P	C	P	P			
Landscaping infrastructure	P	P	P	P	P	P	P	P	P	P	P
Library, museum										PT	C
Miniature golf			C								C
Multipurpose facility	C		C								P
Municipal Facilities			C					C	P	P	P
Natural area protection and preservation	P	P	P	P	P	P	P	P	P	P	P
Nature center building	C	C	C								
Nature center, outdoor interpretation	P	P	P	P	P	P	P	P	P	P	P
Parking garage			C					A		P	A
Parking, surface lot for guests			C				A	A	A	A	C
Passive open space uses	P	P	P	P	P	P	P	P	P	P	P
Police station										PT	C
Police video equipment	P	P	P	P	P		P	P	P	P	P

Use/Zone	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	P O S	SF, SFCI	MF	MPW	CV	VC
Post office			C							PT	
Private art							PC				
Public art			P					P		P	P
Recreational center/sports training facility	C	C	C							PT	P
Recreational trails	P	P	P	P	P	P	P	P	P	P	P
Recreational facilities general, without built structures	P	P	P	P	P	P	P	P	P	P	P
Recreational facilities general, with built structures	C	C	C	C	C		P	P	P	P	P
Renewable Energy Systems	C	C	C		A		P	P	P	P	P
Riding stables, equestrian			C							C	
Ski area explosives storage			C								
Ski area maintenance facilities and limited employee parking			C								
Ski area, general uses without impact	P	P	P	P							P
Ski area, general uses that may have impacts	C	C	C	C	C		C	C	C	C	C
Ski area offices			C								PC
Ski area outdoor storage			P								
Ski area ski patrol facilities			P								
Ski area ski racing facilities	P		P	P							
Ski area special events	P		P	P							
Ski area racing structures	P		P								
Permanent ski area rental, demo facilities that are not a special event			C								
Ski area snow making facilities and associated storage	P	P	P	P			P	P	P	P	P
Ski area restaurants			C								P
Ski area schools	PT		C								
Ski slopes	P	P	P	P				P		P	P
Ski trails	P	P	P	P		P	P	P	P	P	P
Ski lifts, tramways and structures	P	P	P	P		C	C	C		P	P
Ski area or Town, non-commercial refueling facility			C					C	C	C	
Snowcat access	P	P	P	P		P	P	P	P	P	P
Snow making systems and equipment	P	P	P	C	C						
Snow storage			P								
PV solar system, private			C				P	P	P	P	P

Use/Zone	C L S S 1 A O S	C L S S 2 A O S	C L S S 3 A O S	C L S S 4 A O S	C L S S 5 A O S	P O S	SF, SFCI	MF	MPW	CV	VC
PV solar system, commercial			C					C	C	C	C
Telecommunication antenna	C	C	C	C				C/P	C/P	C/P	C/P
Cell on Wheels (COW)	P	P	P	P	P	P	P	P	P	P	P
Temporary real estate sales office associated in one unit of new development							C	C	C	C	C
Private outdoor tennis courts and tennis facilities			C	C	C		A				P
Private indoor tennis							C				
Public tennis courts	C	C	C								P
Town shops and storage		C	C					C		P	
Trash and recycling facilities			C					C		P	
Utility infrastructure, underground	P	P	P	P	P	P	P	P	P	P	P
Major Utility infrastructure, above ground	C	C	C	C	C		C	C	C	C	C
Minor utility infrastructure, above ground accessory to development	P	P	P	P	P		P	P	P	P	P
Vehicle sponsorship as limited by Sign Regulations	C	C	C							C	C
Water and sewer infrastructure	P	P	P	P	P	P	P	P	P	P	P
Water storage tanks	C	C	C	C	C		C	C	C	C	C
Water and sewer treatment facilities	C	C	C	C	C			C		C	
Water wells	P	P	P	P	P	C	P	P	P	P	P
Weddings, parties and private events (Refer to Special Event Regulations)	P	P	P				P	C		C	C
Wind turbines	C	C	C				C	C	C	C	
Residential and Lodging Uses											
Clothes line, rear yard not visible from public way							A	A			
Permitted accessory buildings or structures limited to detached garage, gazebo and similar accessory buildings							A	A	A	A	A
Single-family dwelling platted as a condominium dwelling unit							P (SFCI only)	P			P

Use/Zone	C L A S S 1 A O S	C L A S S 2 A O S	C L A S S 3 A O S	C L A S S 4 A O S	C L A S S 5 A O S	P O S	SF, SFCI	MF	MPW	CV	VC
Single family detached condominium dwelling unit							P (SFCI Only)				
Accessory dwelling unit							P	P¹			
Condominium dwelling unit								P		P	P
Condominium-hotel dwelling unit								P		C	P
Detached condominium dwelling unit								P			
Non-subdivided duplex ²							P				
Subdividable duplex³							P				
Efficiency lodge dwelling unit								P		C	P
Employee apartment dwelling unit			C				A	P		P	P
Employee condominium dwelling unit			C					P		P	P
Employee dorm dwelling unit			C					P		P	P
Employee Single-family dwelling unit			C				P	P			
Hotel dwelling unit								P		C	P
Hotel efficiency dwelling unit								P		C	P
Industrial								P²⁴			
Lodge								P		C	P
Parking, public garage			C					A	C	P	P
Parking, surface lot			C				A	A	C	A	C
Recreational facilities, private, non-commercial							C	A			C
Rentals, short or long-term							P	P		P	P
Single-family							P				
Single-family accessory garage							A				
Single-family accessory dwelling unit							A (SF only)				
Single-Family, general accessory uses in the rear yard such as a fenced in dog area.							A				
Construction staging			PM				PM	PM	PM	PM	PM

²¹—[Permitted within detached condominium dwelling units only.](#)

²—[Permitted within the primary and secondary duplex overlay found on the Official Zoning Map.](#)

³—[Permitted within the primary and secondary duplex overlay found on the Official Zoning Map.](#)

⁴—[where industrial zoning is allowed as a legal non-conforming use.](#)

Use/Zone	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	C L A S S I F I C A T I O N	P O S S I B L E	SF, SFCI	MF	MPW	CV	VC
Educational Facilities											
School, private or public			C					C		P	C
College, private or public			C					C		P	C
Day-care, home								C		P	C
Day-care, non-profit or public								C		P	C

B. Uses Not Listed in Use Table

1. No development permit or building permit shall be issued for a use not listed in the Use Schedule unless the Director of Community Development determines that the proposed use either:
 - a. Similar to, or is closely related to, a land use classification set forth above and does not have greater impacts; or
 - b. The proposed use falls within the zone district descriptions and general uses section set forth above or the specific zone district requirements sets forth below.
2. For uses that are clearly not listed as a permitted, accessory, or conditional use by the Zoning and Land Use Regulations, the Director of Community Development shall make determination of whether the use is allowed as a code interpretation.

C. Primary Use Establishment Prior to Accessory Use

1. The primary use on a lot must be established prior to or concurrent with any proposed accessory use. An accessory use shall not be permitted on a lot until the primary use is established.
2. For adjoining lots owned by the same owner where a primary use has been established on one lot, an accessory use shall not be established on the adjoining lot unless the lot line is vacated pursuant to the Subdivision Regulations, and any density is transferred pursuant to the density transfer.

D. Prohibited Uses

1. Horses, all-terrain vehicles, snowmobiles, motor bikes or other motorized vehicles shall not be allowed to be used or operated within or on a lot except as otherwise specifically permitted by rules and regulations of the Town or the CDC.
 - a. Exceptions:
 - i. Those motorized vehicles specifically permitted for the uses and activities deemed necessary by ski resort operator, golf resort operator and/the Town for the safe and efficient operation of the ski area, golf

4. **Permitted Uses.** Lots in the active open space zone districts shall be used for uses set forth in the Use Schedule for each active open space zone district and other similar uses.
5. **Accessory Buildings or Structures.** Permitted accessory buildings or structures shall be directly related to the specific uses set forth in the use table as determined by the Planning Division.
6. **Accessory Uses.** Permitted accessory uses include those typically associated with active open space uses, such as benches, picnic areas, signs, nature interpretation and other similar uses.

B. Passive Open Space Zone District

1. **New Use Process.** As a condition to the commencement of any permitted use of a lot within the passive open space zone district as limited in the Use Schedule (Table 3-1), or a change in use of an existing passive open space use, a conditional use permit shall be obtained.
2. **Permitted Uses.** Lots in the passive open space zone district shall be used for passive open space uses and other similar uses.
3. **Accessory Buildings or Structures.** No building, structures shall be allowed in the passive open space zone district.
4. **Accessory Uses.** Permitted accessory uses include those typically associated with the specific uses allowed in the active open space zone district as set forth in the Use Schedule.

C. Civic Zone District

1. **Permitted Uses.** Lots in the Civic Zone District shall be used for the construction of municipal buildings and facilities, transportation facilities, commercial uses, offices and hotbed development as envisioned in the Comprehensive Plan, and other similar uses.
2. **Accessory Buildings or Structures.** Permitted accessory buildings or structures include transportation buildings, storage buildings and other similar structures.
3. **Accessory Uses.** Permitted accessory uses include home occupations pursuant to the Home Occupation Regulations, surface parking as limited by the Parking Regulations, and other similar uses.

D. Multi-Family Zone District

1. **Permitted Uses.** Lots in the Multi-family Zone District shall be used for the construction of multi-family dwellings, including lodge units, efficiency lodge units, condominium units (attached or detached), workforce housing units, hotel units, hotel efficiency units, accessory commercial uses as limited below and other similar uses.
2. **Accessory Buildings or Structures.** Permitted accessory buildings or structures include hot tubs, saunas, swimming pools, gazebos, art and similar uses. Detached storage buildings are expressly prohibited in the Village Center, and are only allowed in other projects for trash and recycling structures or buildings, bike storage/common community storage (such as bicycles), and similar situations.
3. **Accessory Uses.** Permitted accessory uses include home occupations pursuant to the Home Occupation Regulations, surface parking as limited by the Parking Regulations, and other similar uses.
4. **Commercial Area Limitation.** Commercial area is limited to restaurants and gift shops that primarily serve the guests and owners of a development, or as otherwise provided in

the Comprehensive Plan.

5. Accessory Dwelling Unit (ADU). Accessory dwelling units are allowed within detached condominium dwelling units (not a multi-family building). The ADU is an accessory use and ancillary to the primary use. Such units shall:

- a. Only be allowed if the primary detached condominium dwelling unit exists or is constructed concurrently;
- b. Comply with the Design Regulations;
- c. Have the following floor area limitations:
 - i. A maximum of 800 sq. ft. of floor area if the detached condominium dwelling unit is 4,000 sq. ft. or less of floor area; and
 - ii. If the detached condominium dwelling unit is in excess of 4,000 sq. ft., the accessory dwelling unit is limited to twenty percent (20%) of the floor area of the primary detached condominium dwelling unit or 1,500 square feet of floor area, whichever is less.
- d. Be located within the detached condominium dwelling (not detached).
- e. Provide separate access to the unit, a kitchen facility separate from the main detached condominium dwelling unit, and off-street parking as required by the Design Regulations. A common entrance can alternatively be provided; and
- f. Be located so as to minimize visual impacts on the lot and on lots immediately adjacent to the proposed unit to the extent practical.

4.6.

E. Maintenance-Public Works Zone District

1. **Permitted Uses.** Lots in the maintenance-public works zone district shall be used for municipal facilities such as maintenance shops, storage, infrastructure, fueling, offices and other similar uses.
2. **Accessory Buildings or Structures.** Permitted accessory buildings or structures include telecommunications antennas, storage buildings, fuel islands, snow storage/disposal and other similar buildings.
3. **Accessory Uses.** Permitted accessory uses include golf course maintenance, ski resort maintenance, infrastructure and other similar uses.

F. Single-Family Zone District

1. **Permitted Uses.** Lots in the single-family zone district may be used for the construction of one (1) single-family dwelling unit and one (1) accessory dwelling unit.
 - a. Non-subdividable and subdividable duplex zoning designations are allowed within the Duplex Overlay as depicted on the Official Zoning Map contained within a portion of the Single Family Zone District with the following regulations: Three (3) lots in the single-family zone district have a zoning designation of non-subdivideable duplex: Lot 213, Lot 245 and Lot 257B, with the following allowances and limitations to such lots:
 - b.
 - e.a. Two (2) dwelling units may be constructed;
 - d. One (1) dwelling unit shall be designated as a major duplex unit, and one (1) dwelling unit shall be designated as minor duplex unit;

- ~~e. The square footage of the minor duplex unit may not exceed seventy-five percent (75%) of the square footage of the major unit;~~
- ~~f.b. Dwelling units may be either detached or combined into one (1) structure; and~~
- ~~c. Accessory dwelling units shall not be allowed.~~
- ~~d. The duplex development must be constructed at the same time concurrently.~~
- ~~e. Duplex development requires a rezone and density transfer application. If ½ of the duplex unit is deed restricted consistent with CDC Section 17.3.9, Town Council may elect to create the associated workforce housing density.~~
- ~~g.f. Should duplex development be contemplated within the secondary duplex overlay, adjacent owner consent is required as part of the rezone and density transfer application.~~

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

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

3. Accessory Uses. Permitted accessory uses include home occupations pursuant to the Home Occupation Regulations, firewood storage in the rear yard when a valid fireplace permit is held, ski surface parking as limited by Parking Regulations, private outdoor projection system onto the wall of a building to show movies or other media that is not visible from a public way or adjoining lot (buffering required), and other similar uses.

4. Further Subdivision Prohibited and Rezoning Limited. A single-family lot may not be further subdivided and additional density may not be transferred onto a single-family lot by the Rezoning Process or otherwise, except as allowed in the duplex overlay for duplex development only. This prohibition does not prohibit lot line adjustments, lot line vacations or correction plats, which do not create additional lots. Single-family lots may only be rezoned to the Passive Open Space District or to subdividable or non-subdividable duplex zoning as permitted. Subdividable and non-subdividable duplex zoning designations may not be further subdivided except for the creation of a condominium regime and separate ownership in the instance of the subdividable duplex zoning designation. See definitions.

5. Accessory Dwelling Unit. Accessory dwelling units are permitted in the Single-Family Zone District provided such units shall:

- a. Only be allowed if the primary single-family dwelling unit exists or is

- constructed concurrently;
- b. Comply with the Design Regulations;
- c. Have the following floor area limitations:
 - i. A maximum of 800 sq. ft. of floor area if the primary single-family dwelling unit on the lot is 4,000 sq. ft. or less of floor area; and
 - ii. If the primary single-family dwelling unit is in excess of 4,000 sq. ft., the accessory dwelling unit is limited to twenty percent (20%) of the floor area of the primary single-family dwelling unit or 1,500 square feet of floor area, whichever is less.
- d. Be physically attached (roof forms and foundation) to the primary single-family dwelling unit if the lot is less than or equal to 0.75 acres. Lots that are greater than 0.75 acres may develop an accessory dwelling unit that is detached from the main single-family dwelling unit;
- e. Provide separate access to the unit, a kitchen facility separate from the main single-family dwelling unit, and off-street parking as required by the Design Regulations. A common entrance may alternatively be provided; and
- ~~f.~~ Be located on a lot so as to minimize visual impacts to existing buildings on lots immediately adjacent to the proposed unit to the extent practical.
- ~~g.~~ An Accessory Dwelling Unit may increase in size by an additional 200 square feet if deed restricted by legal instrument to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children, consistent with CDC Section 17.3.9.
- ~~h.~~ Lot coverage can increase by 5% if an Accessory Dwelling Unit is deed restricted by legal instrument, to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children. Both g & h may be applied to the same property consistent with CDC Section 17.3.9.
- ~~f.~~

G. Single-Family Common Interest Community Zone District

1. **Permitted Uses.** Detached single-family condominium dwellings are permitted in the Single-family Common Interest Community Zone District provided:
 - a. The official land use and density allocation list shows the lot to currently have condominium density, and such area has already been platted as a condominium community with owners now desiring to convert to a common interest community;
 - b. Three (3) or more single-family units are located in the same common interest community;
 - c. The detached single-family condominium dwellings are located in a common interest community;
 - d. The common interest community contains common elements such as parking areas, roads, tennis courts, driveways or amenity areas;
 - e. The Town has reviewed and approved concurrent rezoning and subdivision plat development applications to create the single-family common interest community, with 100% of all owners participating in the subdivision and rezoning processes;
 - f. The detached single-family dwellings meet the Design Regulations for single-

- g. family dwellings; and
- g. A plat note and development agreement related to the concurrent subdivision approval prohibiting lot line vacations and lot line adjustments that would allow for a larger home than the original condominium subdivision would have allowed based on the application of the requirements of the CDC.

2. Accessory Buildings. Permitted accessory buildings or structures include hot tubs, saunas, swimming pools, gazebos, art, outdoor kitchens, play equipment, fire pits, tennis courts and typical court fencing, ski tramways approved pursuant to the Conditional Use Permit Process, fenced dog areas and other similar uses. Storage buildings are expressly prohibited.

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

3. Accessory Uses. Permitted accessory uses include home occupations pursuant to the Home Occupation Regulations, firewood storage in the rear yard when a valid fireplace permit is held, surface parking to meet the Parking Regulations, private outdoor projection system onto the wall of a building to show movies or other media that is not visible from a public way or adjoining lot (buffering required), and other similar uses. Accessory dwelling units are expressly prohibited.

4. Accessory Dwelling Unit (ADU). Accessory dwelling unit is allowed within a single family detached condominium dwelling unit (not a multi-family building). The ADU is an accessory use and ancillary to the primary use. Such dwelling units shall:

- a. Only be allowed if the primary detached condominium dwelling unit exists or is constructed concurrently;
- b. Comply with the Design Regulations;
- c. Have the following floor area limitations:
 - i. A maximum of 800 sq. ft. of floor area if the detached condominium dwelling unit is 4,000 sq. ft. or less of floor area; and
 - ii. If the detached condominium dwelling unit is in excess of 4,000 sq. ft., the accessory dwelling unit is limited to twenty percent (20%) of the floor area of the primary detached condominium dwelling unit or 1,500 square feet of floor area, whichever is less.
- d. Be located within the detached condominium dwelling (not detached).
- e. Provide separate access to the unit, a kitchen facility separate from the main detached condominium dwelling unit, and off-street parking as required by the Design Regulations. A common entrance may alternatively be provided; and
- f. Be located so as to minimize visual impacts on the lot and on lots immediately adjacent to the proposed unit to the extent practical.
- g. An Accessory Dwelling Unit may increase in size by an additional 200 square feet if deed restricted by legal instrument to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and

17.3.5 OFFICIAL ZONING MAP

- A. The boundaries of zone districts and their application within the Town as established by this CDC are depicted on the Official Zoning Map. The Official Zoning Map is a part of this CDC and is incorporated herein by reference.
- B. The Town Council may amend the Official Zoning Map from time to time to create a new map as a legislative process, provided the zone districts assigned to a lot are not changing.
- C. The Official Zoning Map shall be updated to reflect new zone districts applied to a lot as a part of the Rezoning Process without the need for any public meeting, with the Town Mayor authorized to sign such amended map.

17.3.6 ZONING DESIGNATIONS

- A. Each lot within the town has one or more of the following zoning designations that establish the permitted uses and density for that lot:
 - 1. Commercial;
 - 2. Condominium;
 - 3. Efficiency lodge;
 - 4. Employee apartment;
 - 5. Employee condominium;
 - 6. Employee dorm;
 - 7. Employee single-family;
 - 8. Hotel;
 - 9. Hotel efficiency;
 - 10. Industrial lodge;
 - 11. Non-subdividable duplex;
 - 12. Open space:
 - a. Passive open space;
 - b. Limited ski use active open space (Class 1 AOS);
 - c. Limited golf course active open space (Class 2 AOS);
 - d. Full use active open space (Class 3 AOS);
 - e. Resource conservation active open space (Class 4 AOS); or
 - f. Right-of-way active open space (Class 5 AOS).
 - 13. Parking;
 - 14. Single-family; and,
 - 15. Single-family common interest community;
 - ~~15,16.~~ Subdividable duplex.
- B. Zoning designations are specified in the definitions Chapter of the CDC.
- C. It is intended that the zoning designations limit the permitted uses allowed on a lot more than the broad zone district requirements with specific density allocations on a lot as set forth on the official land use and density allocation list and adopted resolutions affecting a lot.
- D. Where there is a conflict between the official land use and density allocation list and a currently effective resolution on a lot, the currently effective resolution shall prevail.
- E. A lot may not be zoned to include the industrial zoning designation because the Comprehensive Plan envisions the slow phase out of industrial uses from the town over time. Lots with this zoning designation prior to the effective date of the CDC are considered legal, conforming uses.

- F. A lot may not be rezoned to include the non-subdivideable zoning designation because there are only three (3) lots with this designation at the time of adopting the CDC, and the Town desires to ensure the integrity of the single-family zone district.

17.3.7 DENSITY LIMITATION

- A. By agreement between San Miguel County and the Town, the total density allowed within the Original PUD Boundary, either platted or banked, is 8,027 person equivalents (“Density Limitation”).
- B. Density transfers, subdivisions, PUDs and rezonings within the Original PUD Boundary shall not increase the Density Limitation.
 - 1. Density in the incorporated area of the town outside the Original PUD Boundary is not included in the Density Limitation calculation.
 - 2. Commercial floor area is not limited by the Density Limitation and may be proposed in locations in accordance with the Comprehensive Plan.
 - 3. New workforce housing density created by the Town subject to the workforce housing restriction is not included in the Density Limitation calculation.
- C. The person-equivalent density is calculated based on the actual unit-to-person equivalent density conversion factors listed in Table 3-2.
- ~~C.D.~~ In the event ½ of a subdividable or non-subdividable duplex unit is deed restricted by legal instrument to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children, consistent with CDC Section 17.3.9, Town Council can elect to create the workforce housing density as part of the rezone and density transfer application process.

Table 3-2: Person-Equivalent Density Conversion Table

Zoning Designation	Actual Unit	Person-Equivalent Density
<u>Subdividable duplex</u>	<u>1</u>	<u>8.0 person equivalents</u>
Single-family	1	4.0 person equivalents
Single-family common interest community	1	3.0 person equivalents
Non-subdivideable duplex	1	6.5 person equivalents
Condominium	1	3.0 person equivalents
Lodge	1	0.75 person equivalents
Efficiency lodge	1	0.50 person equivalents
Hotel	1	1.5 person equivalents
Hotel efficiency	1	2.0 person equivalents
Employee condominium	1	3.0 person equivalents
Employee apartment	1	3.0 person equivalents
Employee dorm	1	1.0 person equivalents
<u>Employee Single Family</u>	<u>1</u>	<u>4.0 person equivalent</u>

17.3.8 DENSITY TRANSFER AND DENSITY BANK POLICIES

- A. The density bank was created for the purpose of preserving undeveloped density for future development.
- B. Density may be transferred from one lot to another lot or to the density bank provided the density transfer is approved pursuant to the density transfer and rezoning processes as concurrent development applications, except for MPUD development application that may defer density transfer to the final PUD plan stage.

Hotel efficiency	2.0
Industrial	0
<u>Zoning Designation</u>	<u>Density (In Person Equivalents)</u>
Lodge unit	0.75
Non-subdividable duplex	6.5
Open space	
Passive open space	0
Limited ski use active open space (Class 1 AOS)	0
Limited golf course active open space (Class 2 AOS)	0
Full use active open space (Class 3 AOS)	0
Resource conservation active open space (Class 4 AOS)	0
Right-of-way active open space (Class 5 AOS)	0
Parking	0
Single-family	4
Single-family common interest community	3
Subdividable Duplex	8

Density Allocation: The number of person equivalents or amount of commercial floor area or industrial floor area assigned to a specific lot in the town. Some lots do not have a maximum floor area or area (as applicable) for commercial or industrial uses allocated by the official land use and density allocation list or by a resolution, and in such cases the amount of commercial or industrial floor area or area allowed on a lot shall be that in existence as of the effective date of the CDC.

Density Bank: The density bank is owned and administered by the Town and was created for the purpose of preserving undeveloped density for future development. The density bank holds reserved, previously approved and platted density until such time as that density is transferred onto a lot for entitlement and subsequent development.

Density Bank Certificate: The official certificate issued by the Town to the owner of density in the density bank.

Density Limitation: The total maximum density within the boundaries of Original PUD Boundary, including zoned, platted or banked density is 8,027 person equivalents except for new workforce housing subject to the workforce housing restriction (Please refer to Chapter 3).

Density Transfer: The transfer of density from a lot to another lot, the transfer of density to or from the density bank, or the transfer of density within the density bank pursuant to the density transfer process and the density transfer and density bank policies.

Density Transfer and Density Bank Policies: The density transfer and density bank policies set forth in the Zoning Regulations contained in Chapter 3 to transfer density from one lot to another lot or into or out of the density bank.

Density Transfer Process: The development application process established in the development application procedures contained in Chapter 4.

Design Review Board or DRB: The Town of Mountain Village Design Review Board as provided for in the Town Charter and the CDC with the primary responsibilities of conducting the Design Review Process and also recommendations as the Planning and Zoning Advisory Board for the Town.

development, drainage and other improvements provided, however, the following exceptions may be allowed outside of the disturbance envelopes:

1. Trails;
2. Driveways;
3. Utilities provided such should be located under the driveway, if practicable;
4. Grading improvements associated with the overall subdivision that were reviewed and approved by the Town;
5. Tree removal for required fire mitigation or forest health; and/or
6. Other improvements as may be allowed by the review authority provided the natural integrity of the lot is maintained and development constraints are avoided.

Domesticated Animal. Domesticated animals are defined as (1) any animal normally domesticated and kept inside a dwelling, including but not limited to parakeets, canaries or aquarium fish; and (2) any dog or cat not otherwise regulated by Town ordinances.

Drainage: The removal of surface water or ground water from a lot by drains, grading or other means. Drainage, sometimes referred to in terms of storm water management, also includes water quality protection through the control of run-off to minimize erosion, sedimentation and other pollutants (oil, etc.) during and after development and includes the prevention or alleviation of flooding through detention or retention. Please refer to drainage design standards.

Drainage Design Standards: The grading and drainage design requirements of the Town as provided for in Chapter 5.

Dwelling Unit: Dwelling unit means a building or a portion of a building containing a single unit providing living facilities for one (1) or more persons, including permanent provisions for living, sleeping, a kitchen as limited herein, and sanitation. Dwelling units are further classified as:

250 Accessory Dwelling Unit: ~~A single-family~~ An accessory dwelling unit that is located on the same lot or within the same primary dwelling (as applicable) as the primary single-family or detached condominium dwelling that meets the requirements for an accessory dwelling unit contained in Chapter 3. Each dwelling unit may have one (1) kitchen without size limitation. A separate entrance is allowed. Size limitations apply as contained in Chapter 3. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit. Accessory Dwelling Unit can share a common entrance or common hallway within the primary dwelling unit.

Multi-Family Dwelling Unit: A building containing three (3) or more dwelling units on one (1) lot. Multi-family dwelling units include apartment units and condominium units and lodge units that may also be built with hotel units, hotel efficiency units and efficiency lodge units (Please refer to the zoning designation definition that contains specific allowances and limitations for each type of multi-family dwelling unit, that may limit kitchen and room configuration limitations for these unit types). When a kitchen size is not limited by a dwelling unit zoning designation definition, each dwelling unit may have one (1) kitchen without size limitation. For condominiums, wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit.

Non-Subdividable Duplex Dwelling Unit: ~~A lot containing either (a) a detached building containing only two (2) dwelling units that are located on one (1) lot; or (b) two (2) detached buildings with each building only containing one (1) dwelling unit, both as limited under the~~

~~single-family zone district requirements. Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked off from the dwelling unit. A mother-in-law suite is permitted.~~

Detached Condominium Dwelling Unit: An individual Dwelling Unit, without common attachment, within a common interest community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of the separate ownership portions.

Single-Family Detached Condominium Dwelling Unit: A detached building containing only one (1) dwelling unit that is located within a condominium community with at least three (3) or more detached single-family condominium dwelling units located on one (1) lot. Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common spaces ~~areas that cannot be locked off from the dwelling unit.~~ An accessory dwelling unit mother-in-law suite is permitted within the single family detached condominium dwelling (not detached).

Single-Family Dwelling Unit: A detached building containing only one (1) dwelling unit that is located on one (1) lot unless such is in the single-family common interest community zone district where three (3) or more single-family dwellings in such community. Each dwelling unit may have one (1) kitchen without size limitation. In addition, one (1) additional kitchen is permitted for homes over 5,000 sq. ft. for the preparation of large meals for guests if such kitchen cannot be locked off from the dwelling unit. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit. An accessory dwelling unit mother-in-law suite is permitted.

Easement: A less than fee interest in land, which provides a person other than the owner of the land certain rights over that land, or any designated part of that land, for the purposes specified by such easement.

Easement Vacation: The vacation or removal of an easement shown on a recorded subdivision plat that is dedicated to or held by the Town Council.

Effective Date of CDC: The date the CDC was effective after the second reading of the ordinance adopting such code.

Efficacy: Luminous efficacy is a measure of how well a light source produces visible light. It is the ratio of luminous flux to power, measured in lumens per watt (lm/W).

Efficiency Lodge Unit: See zoning designation definition.

Employee: A person who is employed within the Telluride R-1 School District and maintains residence in the town as set forth in the employee housing or workforce housing restriction.

Employee Apartment: See zoning designation and dwelling unit definitions.

Employee Condominium: See zoning designation and dwelling unit definitions.

Employee Dorm: See zoning designation definition.

Monumented Land Survey: A survey prepared by a Colorado licensed public land surveyor that finds or marks all property corners, property lines, existing improvements and construction and development improvements. The lot corners and lot lines included in the monument land survey may be limited down by the Planning Division to the area affected by development or construction.

~~**Mother-in-Law Suite:** A suite that is accessed from a common hallway in the home that does not contain a separate entrance, lock or the ability to lock off a common foyer that may contain a bedroom, small living area, and a limited kitchen facilities consisting of a sink, microwave, two element burner and a six (6) cubic foot (maximum) refrigerator.~~

Mountain Village: When used as a freestanding phrase not referring to the Town of Mountain Village or a Town document, Mountain Village shall mean the geographic, incorporated area of the Town.

MPUD: A master PUD as set forth in the PUD Regulations.

MPUD Development Agreement: The binding agreement between the developer and the Town required as a condition of approval of an outline PUD, which agreement includes requirements for dedication and conveyance of community benefits associated with all phases of the MPUD and which details the uses and densities associated with the individual parcels and/or phases of the MPUD as provided for in the PUD Regulations.

Multi-Family Zone District: A lot zoned as multiunit or multi-family that permits multi-family development with the following limited zoning designations as specifically zoned on each lot: hotel units, hotel efficiency units, lodge units, efficiency lodge units, condominium units, commercial space, workforce housing units and parking together with such public and semi-public facilities, private recreation facilities and related visitor-oriented uses as may be appropriately developed on the property.

Municipal Facilities: Facilities and services traditionally provided by the Town, such as water services, police protection, fire protection, maintenance/shops and similar uses.

Natural Grade: See definition of Grade.

Native Grass Seed Mix: The native grass seed mix as set forth in the Landscaping Regulations section of the Design Regulations.

Nonconforming Structure: Any building or structure legally established pursuant to the land use regulations in effect at the time of its development that does not comply with the CDC regulations.

Nonconforming Use: Any use of land, building or structure that was established pursuant to the land use regulations in effect at the time of its development but which use does not comply with the CDC regulations.

Non-Domesticated Animal: Any animal that is not a domesticated animal (Please refer to domesticated animal definition).

~~**Non-Subdivideable Duplex Lot:** See zoning designation definition. A lot with a zoning designation of non-subdivideable duplex that allows for the construction of two (2) dwelling units~~

~~consistent with the accessory dwelling unit requirements in the single-family zone district.~~

Right-of-Way: An area dedicated to public use for pedestrian and vehicular circulation, which may also accommodate public utilities and similar uses.

Roofline: The highest horizontal line of a building or structure as defined by ridges, gables, dormers or parapets and excepting chimneys, antennas, cupolas and steeples.

Sale or Sell: The exchange of goods or services for money or other consideration, including the offering of goods or services for donation except when offered to express religious, social or political belief.

Sandwich Board Signs: Freestanding signs with signage on two (2) sides.

Seasonal Lighting: Lighting installed and operated in connection with the holidays or other seasonal traditions.

Service Commercial: Any establishment of which the primary activity is the provision of personal or professional service as opposed to products, such as attorney services, surveying services, title services, real estate services or beauty services.

Short Term Accommodation: Means a building or any unit within a building may only be rented, leased or occupied for a period of less than 30 (thirty) consecutive days by any occupant (that is, any length of time between 1 and 29 consecutive days) and not as a primary residence.

Sign: Any object, device, display, structure or part thereof situated outdoors or indoors, which is used to advertise, identify, inform, display, direct or attract attention to an object, person, institution, organization, business, religious group, product service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.

Off-premise Signs: Signs advertising goods, products or services that are not located or sold on the lot or premise on which the sign is located except for signs that project into a plaza area, directory signs and other off-premise signs as allowed by the Sign Regulations.

Sign Area; The area of the entire face of a sign shall be measured in determining sign area, including but not limited to the advertising surface and any framing trim or molding. On a two-sided sign where the faces are parallel to each other and separated by less than one (1) foot, only one (1) face is counted in calculating the sign area.

Single-Family Condominium Dwelling Unit: See zoning designation and dwelling unit definitions.

Single-Family Dwelling Unit: See zoning designation and dwelling unit definitions.

Site: The entire area included in the legal description of the land on which a development activity is proposed in a development application.

Site Coverage: The total horizontal area of any building, carport, porte-cochere or arcade and shall also include walkways, roof overhangs, eaves, exterior stairs, decks, covered porch, terraces and patios. Such horizontal measurement shall be from the driplines of buildings and from the exterior surface of the total wall assembly.

Site-Specific Development Plan: The final approved development application plans for a development where (a) a development permit has been issued and no further development approvals are required

2. **Minor Event:** Any special event for which daily attendance is expected to be less than one thousand (1,000) people; or
3. **Major Event:** Any special event for which daily attendance is expected to be more than one thousand (1,000) people and/or the special event is to take place on multiple consecutive days.
4. **Ski Area Event:** Any special event conducted by or sponsored by the ski resort operator, which is typically associated with normal ski resort operations such as ski races, ski competitions, and ski related product demonstrations, that are to take place solely on land owned by the ski resort operator that is used for ski resort operations.

Weddings conducted entirely on private property that provide for adequate infrastructure that do not have any significant adverse impacts are not considered a special event.

Special Event Permit: The permit issued by the Planning Division in order for a person or entity to conduct a special event pursuant to the Special Event Regulations, except for ski area events that meet the criteria set forth in the Special Event Regulations.

Specific Zone District Requirements: The specific zone district requirements for each zone district as outlined in Chapter 3 of this CDC.

SPUD: A site-specific PUD as set forth in the PUD Regulations.

SPUD Process: See site-specific PUD Process.

Staff: See Planning Division.

State: The State of Colorado.

Steep Slopes: Slopes that are thirty percent (30%) or greater.

Stipulated Settlement Order: The 1999 Stipulated Settlement Order in *BOCC v. Town of Mountain Village*, 97 CV 133, as recorded at reception number 329093 on September 8, 1999, in the public records of the San Miguel County Clerk and Recorder's Office as may be amended by the parties to such order and approved by the San Miguel County District Court from time to time.

Streams, Intermittent: Those areas where waters produce a defined channel or bed that flows part of the year.

Streams, Perennial: Those areas where waters produce a defined channel or bed that flows year-round.

Stop Work Order: The administrative order to halt, cease and enjoin development, construction, work, use or activity that is in violation of the requirements of the CDC.

Structure: Anything constructed or built on a site whether temporary or permanent.

Subdividable Duplex: See zoning designation definition.

Subarea Plan: One of the three (3) subarea plans in the Comprehensive Plan within the three (3) subareas including the Village Center Subarea, the Town Hall Subarea and the Meadows Subarea.

mechanical, plumbing and heating; wholesale sales and distributors; welding and machine shops; food service distribution; cleaning and janitorial supply; bulk storage and distribution facilities for fuels, explosives, pesticides, solvents, corrosives, paving, excavation, hauling and other contracting services involving heavy equipment, maintenance and repair of trucks and heavy equipment, electric utility substation, water treatment plant, water storage and distribution facilities, snow making facilities, ski area maintenance operations, cable TV operations and other service facilities. A lot shall not be re-zoned to include this zoning designation due to the Comprehensive Plan's envisioned phase out of industrial uses from the town over time. Lots with this zoning designation prior to the effective date of the CDC are considered legal, conforming uses.

Lodge: A zoning designation that means a two (2) room space plus a mezzanine with up to two separate baths and a full kitchen. These units may be in a condominium community.

Non-Subdividable Duplex: A zoning designation that means the construction of two (2) dwelling units. Creation of a non-subdividable duplex dwelling unit requires a density transfer and rezone application. If the second unit is deed restricted, Town Council can create the deed restricted density as part of the rezone and density transfer process. The units must be held in the same ownership and cannot be condominiumized or further subdivided.

~~**Non-Subdividable Duplex:** A legal, non-conforming zoning designation that means construction of two (2) dwelling units as provided for in the Zoning Regulations and the single-family zone district. A lot may not be re-zoned to include this zoning designation in order to ensure the integrity of the overall single-family zone district. Lots with this zoning designation prior to the effective date of the CDC are considered legal, non-conforming uses.~~

Parking: A zoning designation that means for parking uses, including but not limited to the following: private or public vehicle parking structures or surface parking, private office and commercial uses that are transportation, tourist or town-related and that are accessory to a parking structure, general access, utility installation and maintenance, drainage and transportation systems and all buildings and incidental facilities related to the use. Notwithstanding the above, no use is allowed that is incompatible with the general resort nature of the town.

Single-Family: A zoning designation that means construction of a building containing one (1) dwelling unit and one (1) accessory dwelling unit (accessory dwelling unit can also be detached per accessory dwelling unit requirements) as provided for in the zoning regulations.

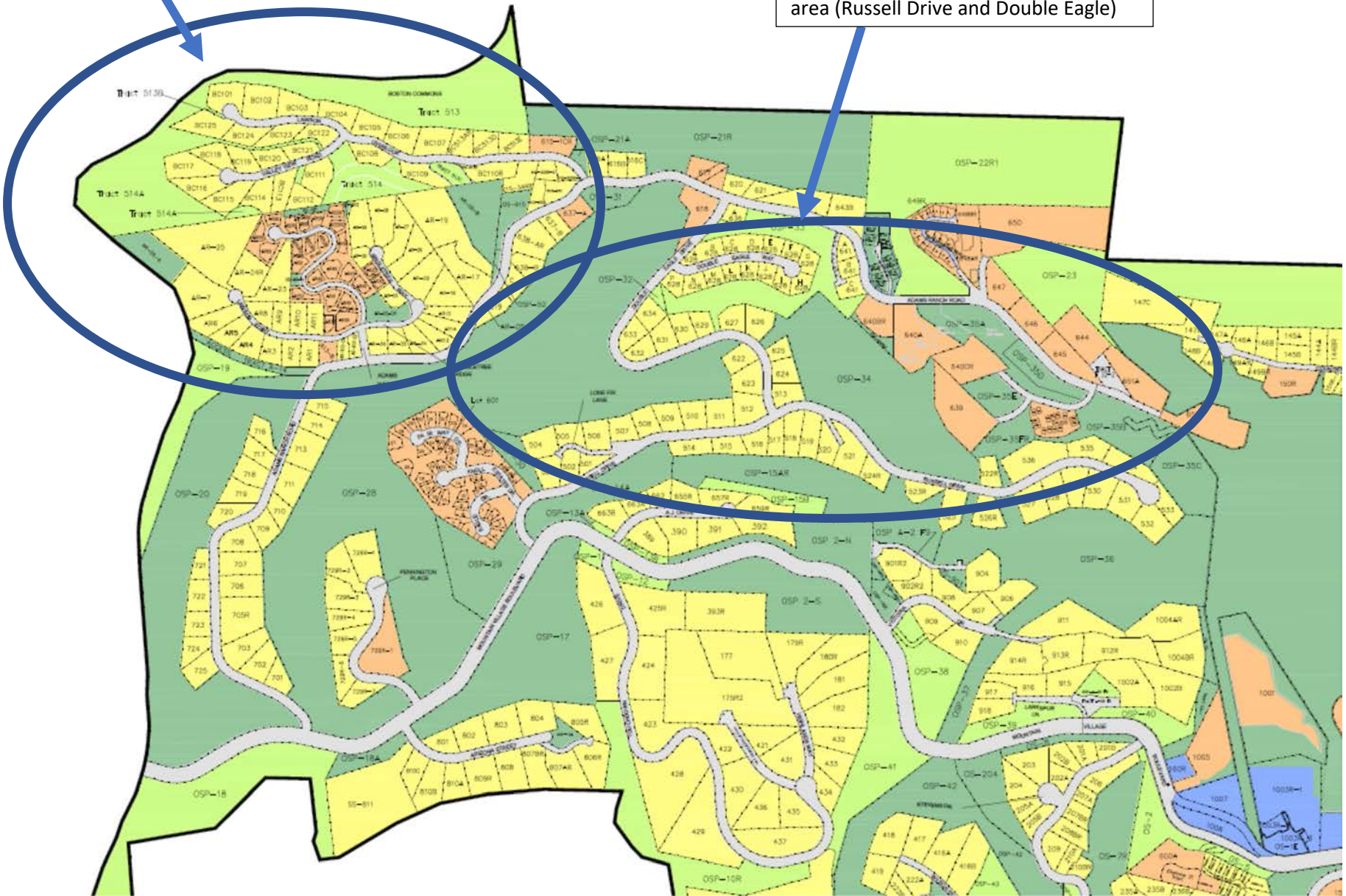
Single-Family Common Interest Community: A zoning designation that means a detached building containing only one (1) single-family dwelling unit that is located within a common interest community with at least three (3) or more single-family dwelling units in such community.

Single-Family Condominium: A zoning designation that means a detached building containing only one (1) dwelling unit that is located within a condominium community with at least three (3) or more single-family dwelling units located on a lot.

Subdividable Duplex: A zoning designation that the construction of two (2) dwelling units. Creation of a subdividable duplex lot requires a density transfer and rezone application. If the second unit is deed restricted, Town Council can create the deed restricted density as part of the rezone and density transfer process. The units can be condominiumized and owned by separate owners, but otherwise restricted from further subdivision.

Duplex Overlay Primary– use by right – Lawson Overlook & Lawson Point Area

Duplex Overlay Secondary– duplex with adjacent property owner consent area (Russell Drive and Double Eagle)





**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item # 11

TO: Mountain Village Town Council

FROM: Michelle Haynes, Planning and Development Services Director

FOR: August 19, 2021

DATE: August 6, 2021

RE: Consideration of a Resolution regarding a Conditional Use Permit pursuant to Community Development Code Section 17.4.14, to Allow for a Trash Enclosure on a Portion of OS-1-R1, Town Hall Subarea, 455 Mountain Village Boulevard

PROJECT GEOGRAPHY

Legal Description: Lot 1003R-2A; Land Unit 1, The Village Station Land Condominiums (also referred to 1003R-1); and Tract OS-1R-1 (the trash enclosure sits across three properties)

Address: Generally described as 455 Mountain Village Blvd, associated with the Mountain Village Condominium Owners Association (MVCOA) trash services for MVCOA properties and tenants.

Applicant/Agent: Joseph Solomon, Solomon Law Firm, P.C.

Owner: Mountain Village Condominium Owners Association (MVCOA)

Zoning: Civic and Active Open Space

Existing Use: The existing area is used as a travel way through the parking area and TSG open space easement to access the parking area owned by the town that services the town hall building and associated buildings and other uses at 455 Mountain Village Boulevard

Proposed Use: A trash enclosure building to serve multiple tenants within the MVCOA

Adjacent Land Uses:

- o **North:** vacant zoned civic
- o **South:** parking lot, zoned civic
- o **East:** gondola station, small mixed use building
- o **West:** OS 1R 1, active open space, vacant a portion used for surface parking and access, also used for ski area purposes

ATTACHMENTS

Exhibit A: Applicant Submittal Materials

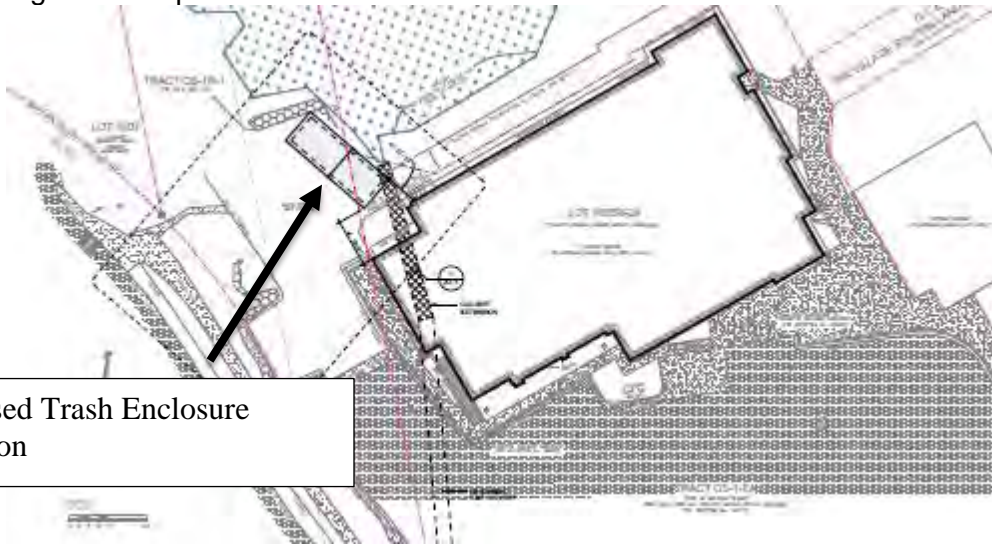
- 1) Conditional Use Permit Narrative
- 2) Supplemental information dated 6.28.2021
- 3) Supplemental information dated 7.27.2021
- 4) Wetland response, Hazen dated 8.1.2021
- 5) Existing conditions map dated July 12, 2021
- 6) Revised DRB plan set per DRB meeting 8.12.21
- 7) Trash Facility Easement Agreement draft

- 8) Trash Facility Construction License Agreement draft
- Exhibit B: Public comment and/or referral comments
- 1) Finn Kjome, Public Works Director
 - 2) Jim Loebe, Transit Director
 - 3) Drew Harrington, Building Official
 - 4) Brian Eaton, public comment dated 7.26.2021
 - 5) Stefanie Solomon, TSG, comment dated
- Exhibit C: Resolution

Figure 1. Vicinity Map



Figure 2. Proposed Trash Enclosure Location



REQUEST

The MVCOA is requesting a conditional use permit to locate a new common trash and recycling enclosure for MVCOA tenants, which tenants include the grocery store, liquor store, town hall, post office, Telluride Outfitters and the Rusty Rhino/Coffee & Tacos coffee shop and town hall plaza areas. The request is primarily driven by the grocery and liquor store use; however, the request also consolidates trash and recycling services for the MVCOA that has not been provided for in the past. The trash and recycling enclosure straddles three properties owned by three

separate entities. The conditional use permit is required because one of the three properties is active open space that requires a conditional use permit for the placement of a trash and recycling enclosure pursuant to the use table in the Community Development Code (CDC).

SITE ORIENTATION AND BACKGROUND

The Town Hall Subarea is the area including and surrounding the Town Hall inclusive of the grocery store and parking area (see vicinity map above).

The MVCOA received approval for a temporary trash enclosure which is located behind and adjacent to the town hall building near the loading dock associated with the grocery and liquor store. The permanent trash shed is proposed to be larger and located in the same general vicinity.

All three property owners have consented to the trash building application. There has also been a cost sharing agreement identified along with ongoing costs of maintenance, repair and monthly trash related fees agreed to by the MVCOA and town.

CRITERIA FOR DECISION, CDC Section 17.4.14.D.

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

The provision of a consolidated trash enclosure better meets the needs of the buildings/uses and facilities in the town hall subarea.

Comprehensive Plan – Town Hall Subarea – Parcel C

d. Any building located on Parcel C should only be permitted if there is an intergovernmental agreement to ensure the design of the facility meets the Design Regulations and that such facility is available in the evening, weekends and summer months as a facility for local services, that further the economic and social development of the town and Telluride Region.

Although this criterion is intended for larger uses, a shared trash facility does create a synergy and efficiency generally needed in this location.

A consolidated trash/refuse and recycling area is contemplated in the Comprehensive Plan but below grade and located in the double cabins ski run. The success of the market has initiated this request and a below grade trash area is unlikely in the area shown within the Comprehensive Plan.

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

A trash management plan will be critical to understand the general use and impact. The conditional use will generally improve consolidation of trash, trash service and pick up.

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

The application generally complies with this criterion. A small portion of this enclosure sits on active open space. This portion of active open space is already paved and used as passage through the parking area. A variance from the tramway board is required for placement of the trash enclosure in the proposed location which will be a condition of approval prior to issuance of a building permit.

There is an adjacent wetland that the applicant has demonstrated they will avoid. A condition of design review approval will be protection of the wetland with silt fencing and construction fencing so that there will be no drainage or physical trespass to preserve the wetland. The applicants must assure that the loading dock remain the primary means that goods are loaded and unloaded for the grocery store use and that the construction of the trash enclosure will not force deliveries to occur from the front of the store which had created congestion and circulation issues in the parking lot area.

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

Consolidation of the trash enclosure will enhance the operation and not have adverse impacts to surrounding property owners. Staff's biggest concern is that the grocery store maintain the loading area for large truck deliveries. Staff has observed truck deliveries both in the loading zone in front of the grocery store and in the loading area and the Applicant will need to assure that the loading area remain the primary drop off for grocery store deliveries.

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

As mentioned above, this portion of active open space is already improved as an asphalted passageway for vehicles and pedestrians and in this area acts as an ancillary use to the grocery store and town hall subarea buildings and uses. The location of the trash enclosure, however, will be contingent upon a possible future relocation or modification should the town develop lot 1003R-2 which is undeveloped condominium land unit owned by the town located behind town hall. Its only possible access point is in the location of the proposed trash enclosure. This is addressed in the draft agreement attached.

- f) The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;**

Yes. The trash enclosure is located to the rear of the building.

- g) The design, development and operation of the proposed conditional use shall provide adequate infrastructure;**

The applicants need to better demonstrate a trash/refuse and recycling management plan with use and hours as a condition of approval. The applicant has addressed this in exhibit A3.

- h) The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source;**

This is not intended.

- i) **The proposed conditional use permit meets all applicable Town regulations and standards.**

An associated design variation is being considered by the DRB for a reduction of the stone requirement. This condition will be met so long as Town Council approves a conditional use permit.

DESIGN REVIEW BOARD RECOMMENDATION

The Design Review Board provided a unanimous recommendation at their August 5, 2021 regular meeting regarding the Conditional Use Permit. The DRB requested that the design be modified to have a uniform shed room form and reduce the stone to zero as part of the design review.

STAFF ANALYSIS AND RECOMMENDATION

Staff understands the necessity of the consolidated trash enclosure due to the success of the grocery store and lack of a central town hall/MVCOA trash and recycling facility. Staff supports the application with recommended conditions.

PROPOSED MOTION

I move to approve by Resolution a Conditional Use Permit for a trash enclosure located on portion of active open space with the following conditions:

- 1) *A variance from the tramway board must be approved for the location of the trash enclosure within a perimeter of the ski lift and airspace prior to issuance of a building permit.*
- 2) *Provide a detailed trash and delivery plan for the market assuring that the primary deliveries and pickups will continue to occur from the loading dock and not create any nuisance or hazard by forcing deliveries to the front of the store.*
- 3) *Associated use, location and cost sharing agreements will be executed to the satisfaction of the respective parties prior to the issuance of a Certificate of Completion and include and may not be limited to the easement agreement.*
 - a. *Assure that the trash enclosure will be modified or relocated should the town develop Land Unit 1, the Village Station Condominiums in the future and written into the easement agreement.*
- 4) *The CUP remains valid for a ten-year period at which time it can be reapplied for. Staff reserves the right to revisit the trash and delivery plan which would be complaint driven, and on an as needed basis.*
- 5) *The Town Council can periodically review the terms of the CUP with the owner to address issues or concerns with the intent that delivery and trash management continue to be mitigated. The Town reserves the right to impose additional conditions to mitigate impacts at the Town Council's sole and absolute discretion and/or the ability to revoke or suspend this CUP upon a violation of any conditions.*
- 6) *Mitigation and avoidance of wetlands is a requirement of approval consistent with town regulations.*

/mbh



SOLOMON LAW FIRM, P.C.

227 WEST PACIFIC AVENUE, SUITE A (REQUIRED FOR FEDEX)

PO BOX 1748 (REQUIRED FOR ALL U.S. MAIL)

JOSEPH A. SOLOMON, ESQ. TELLURIDE, COLORADO 81435

ATTORNEY AT LAW

E-MAIL: JSOLOMON@MONTROSE.NET

TEL (970) 728-8655

CELL (970) 729-2225

FAX (775) 703-9582

June 10, 2021

Town of Mountain Village Design Review Board
c/o Michelle Haynes, MPA
Planning and Development Services Director
Housing Director
Town of Mountain Village
455 Mountain Village Boulevard, Suite A
Mountain Village, Colorado 81435

Re: Conditional Use Permit Application
Applicant: Mountain Village Condominium Owners Association, Inc.
Application: Trash Facility

Dear Town of Mountain Village Design Review Board:

I represent the Applicant, Mountain Village Condominium Owners Association, Inc. ("MVCOA").

The purpose of this letter is to serve as the Narrative to accompany MVCOA's Conditional Use Permit Application to construct a trash facility to serve MVCOA.

Need for Facility

MVCOA includes various uses, including Town Hall, the new Village Market grocery store and the Rusty Rhino coffee shop. Unfortunately, the current MVCOA trash facility has proven woefully inadequate to handle the trash resulting from these MVCOA uses. These uses, including the popularity of the new grocery, have increased trash generation.

Facility Site

MVCOA worked diligently to locate an appropriate location for the new trash facility. MVCOA has identified an area at the northwest corner of the Town Hall / grocery store building. This area covers three (3) properties:

Lot 1003R-2A, owned by MVCOA;
Land Unit 1, The Village Station Land Condominiums, owned by the Town; and
Open Space Tract OS-1R-1, owned by TSG Ski & Golf, LLC (“TSG”)

Facility Specifics

The facility will serve all MVCOA Units. The facility will include trash and recycling. The facility will be constructed with fire resistant materials, an element important to TSG due to the proximity to Lift 10. The facility will also be hooked into the fire suppression monitoring system in the Town Hall building.

The market operator is struggling to keep up with trash generation. The market operator has had to work creatively including storing some materials in the building and taking them out during trash removal times. The goal is to complete construction prior to commencement of the winter season.

Note that the facility includes additional design elements not typically required for ancillary structures, such as exterior stone. MVCOA agreed these additional elements are important due to the visibility of the structure and, as members of the Applicant are the Town and TMVOA, to set an example for visible projects.

Enclosures

Please find enclosed with this Narrative the following documents:

1. Conditional Use Permit Application
2. Trash Facility Plans
3. Proposed Trash Facility Construction License Agreement, including:
 - Agreement Exhibit A / map
 - Agreement Exhibit B / set of plans (same as #2 above)
 - Agreement Exhibit C / Trash Facility Easement Agreement (same as #4 below)
4. Proposed Trash Facility Easement Agreement, including:
 - Agreement Exhibit A / map

Construction License Agreement and Easement Agreement

Because the proposed trash facility spans three (3) properties, MVCOA is proposing two (2) agreements with the adjacent landowners (the Town and TSG), being the Trash Facility Construction License Agreement and the Trash Facility Easement Agreement, both of which are enclosed with this application.

The Construction License Agreement is a temporary agreement allowing for construction of the facility. It is proposed this agreement not be recorded.

The Easement Agreement is designed as a more long-term agreement, and it is proposed this agreement be recorded. Note Trash Facility Easement Agreement par. 4, which addresses relocation/termination. This is a term requested by the Town. As shown, it states that in the event the Town requires use of the Easement Area for any reason, including but not limited to access to Land Unit 1, the Town may terminate the Easement and require the Trash Facility be relocated off of Land Unit 1.

The Town attorney has approved the form of these agreements. TSG is still evaluating the matter including the form of agreements.

Tramway Safety Board Variance

Because the proposed trash facility is within thirty-five feet (35') of Lift 10, construction of the facility will require a variance from the Colorado Passenger Tramway Safety Board.

TSG has agreed to apply for this variance.

Conditional Use Permit Criteria for Decision

The Town Community Development Code (“CDC”) sec. 17.4.14, addresses Conditional Use Permits.

The Applicant understands that, pursuant to CDC sec. 17.4.14(C)(1)(a), the Town is waiving the worksession requirement.

Pursuant to CDC sec. 17.4.14(C)(1)(b), this is a class 4 application.

CDC sec. 17.4.14(D) sets forth the Criteria for Decision. Following is a discussion of each item.

a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan

The Comprehensive Plan lays out a set of policies that create a roadmap for getting to a certain level of prosperity and vibrancy in the Town. Highlights include improving the shopping experience of residents and visitors and the community amenities. The Comp Plan also recognizes that an economically thriving Mountain Village will provide benefits in the form of transactional taxes to fund important community endeavors. It also notes the importance of a diversified job base offering year-round employment. Automobile use is discouraged.

The new Village Market has provided the Town with a much-needed high end and well run market, still with competitive pricing. It is providing year-round jobs for locals. The market also offers residents a good alternative to the markets down in the Town of Telluride, thus reducing automobile traffic. The market and coffee shop support the ski experience by offering quick lunch options. The other MVCOA businesses contribute to the Comp Plan goals. The Rusty Rhino provides a community coffee shop. The snowmobile adventures operation is consistent with the recreational amenities encouraged by the Comp Plan.

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

The purpose of the trash facility is to provide a clean and orderly location for refuse disposal. The proposed location allows for continued traffic flow in the area as well as unloading delivery trucks for the market.

c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space

Again, the proposed location allows for continued traffic flow in the area as well as unloading delivery trucks for the market.

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

Again, the proposed location allows for continued traffic flow in the area as well as unloading delivery trucks for the market.

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

The facility is tucked away such that it will have a minimal impact on the small piece of open space owned by TSG.

f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use

The facility is tucked behind the large Town Hall building and as such should not have an adverse visual impact on the area.

g. The design, development and operation of the proposed conditional use shall provide adequate infrastructure

The entire purpose of the facility is to provide critical infrastructure needed for MVCOA.

h. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source

The facility is not located on any wetlands and will not have an adverse impact on water sources.

i. The proposed conditional use permit meets all applicable Town regulations and standards

The facility will be constructed in compliance with all Town building codes. It will also include additional fire protection features due to the proximity to Lift 10.

General Standards for Review

CDC sec. 17.4.14(E) outlines the General Standards for Review:

1. Location Determination. The location of a conditional use shall be determined by a selection process by the review authority designed to identify a location that best serves the proposed use while minimizing potential adverse impacts.

MVCOA engaged in an exhaustive process working to identify an appropriate location for the facility. A space across the adjacent Town Hall access way to the west of the building was evaluated, but it was determined that bringing trash across this access way would interfere with

traffic flow as well as cause a hazard to the employees. The current location is adjacent to the existing insufficient facility and will allow access without crossing the access way.

2. Conditional Use Permit Conditions. In addition to the conditions of approval, conditional use permits may also include but not be limited to conditions on such items as:

- a. Performance standards for use;***
- b. Limitations on hours of operation;***
- c. Limitations on season of operation;***
- d. Requirements for DRB review or Planning Division review on periodic basis; and/or***
- e. Mitigation of noise, glare, visual and other adverse impacts.***

MVCOA is willing to abide by reasonable performance standards such as maintaining the facility and surrounding area in a clean and orderly condition. Hours of operation should coincide with market business hours. Trash pickup will of course take place during the day. This will be a year-round use. MVCOA is amendable to periodic DRB or Planning Division review of the use. It is not anticipated that the facility will cause excessive noise, glare, visual or other adverse impacts.

Application Fee

At the June 20, 2021 MVCOA Board meeting, Town Manager Kim Montgomery agreed that the Town would to waive the \$1000 application fee.

Conclusion

Thank you for your consideration of this application.

Sincerely,



Joseph A. Solomon, Esq.

Encs.



SOLOMON LAW FIRM, P.C.

227 WEST PACIFIC AVENUE, SUITE A (REQUIRED FOR FEDEX)

PO BOX 1748 (REQUIRED FOR ALL U.S. MAIL)

JOSEPH A. SOLOMON, ESQ. TELLURIDE, COLORADO 81435

ATTORNEY AT LAW

E-MAIL: JSOLOMON@MONTROSE.NET

TEL (970) 728-8655

CELL (970) 729-2225

FAX (775) 703-9582

June 28, 2021

Michelle Haynes, MPA
Planning and Development Services Director
Housing Director
Town of Mountain Village
455 Mountain Village Boulevard, Suite A
Mountain Village, Colorado 81435

Re: Conditional Use Permit Application
Applicant: Mountain Village Condominium Owners Association, Inc.
Application: Trash Facility

Dear Michelle:

I represent the Applicant, Mountain Village Condominium Owners Association, Inc. ("MVCOA").

Thank you for your completeness and compliance letter review letter dated June 18, 2021. Please allow me to respond.

Conditional Use Permit Completeness

Following are your completeness requirements and the Applicant's responses:

1) Please revise the site plan to show the building entirely out of the wetland area.

Enclosed. In response to this comment, the Applicant has moved the building away from the micro-piles proposed for the foundation design. The building has been moved 4'-0" to the southwest and 1'-6" to the northwest. The new dimensions are enclosed for reference. This appears to be a superior solution and gives the building some "breathing room" away from the wetlands and helps with the overall constructability of the building in this very tight spot.

2) Please provide a signed existing conditions plat

Forthcoming.

Design Review Completeness

1) Please provide a design review application for a stone variation.

The Applicant has submitted the Design Review application for the trash enclosure itself specific for the stone variation. The Applicant understands this review will run concurrently with the conditional use permit review before the DRB.

2) Please provide a stone sample and material samples for the building.

This is provided with the Design Review application.

3) Please provide a lighting plan and cut sheet for the lighting specifications

This is enclosed, including specifications and locations.

Other CUP Questions

You asked that the Applicant better address the following questions:

1) Is there cardboard recycling as part of the trash facility?

Yes.

2) How can you assure that large truck deliveries occur from the back bay? Can you scale the narrowest point so that we have a better understanding of width of the area, width of a typical large delivery truck and associated entry and exit plan?

The Applicant has requested more detailed survey information that will help explain the future functionality of the building, especially as it pertains to truck access, movement and parking while off-loading at the angled dock. With this information, the Applicant should be able to prove graphically (with renderings and photos) that the proposed building location allows for more than adequate space for truck movement and parking. The Applicant will provide a site plan with an accurately scaled truck and trailer to how it will turn-around to access the dock and park. This is in progress and will be provided ASAP.

3) How can you assure no impacts to the wetlands will occur during construction?

Note again the building has been moved away from the wetlands area. In addition, this question was reviewed with Ken Watt, Trifecta Construction, LLC. Trifecta has been retained to construct the facility. Mr. Watt states:

Erosion control wattles will be installed adjacent to the wetlands between the trash shed construction and the wetlands. Since the project is adjacent to the wetlands, we are proposing to drill micropiles rather than a conventional below frost foundation to eliminate impacts to the wetlands. The asphalt will be removed in the affected areas and a shallow trench will be excavated at the building perimeter for a concrete grade beam over the micropiles. Once the micropiles are drilled, a void form will be installed, the grade beam poured (the "foundation"), and the steel building will be placed on top of the grade beam. This process, in our opinion, is the best way to eliminate impacts to the adjacent wetlands for this project.

Public Noticing

I understand that once you deed the applications complete, you will provide the public noticing template for the following schedule:

DRB: August 5, 2021
Town Council: August 19, 2021

I understand that public noticing will need to be sent out by Monday, July 6, 2021, (30 days prior to the public meeting) and a sign by July 21, 2021 (15 days prior to the public meeting).

The Applicant has retained Alpine Title to perform this public noticing. Alpine Title is preparing the notice list so that the notice can be timely issued.

Michelle Haynes, MPA
June 28, 2021
Page 4

Conclusion

Thank you for your assistance with these applications.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph A. Solomon, Esq.", written over a horizontal line.

Joseph A. Solomon, Esq.

Encs.

1. Revised site plan showing the building entirely out of the wetland area
2. Lighting plan and cut sheet for the lighting specifications, including locations

From: jsolomon@montrose.net
To: [Michelle Haynes](#)
Subject: trash enclosure
Date: Monday, July 26, 2021 9:02:50 AM

Hi Michelle –

I got with the project group, and following are responses to your questions:

1) We'll need some assure that pick up and deliveries remain primarily from the loading dock within the draft agreements

I have added this to the end of par. 3 of the License Agreement and par. 2 of the Easement Agreement, both attached.

2) Is there any sort of use, maintenance or cost sharing agreement either with construction or for ongoing maintenance and use? Can you better describe this? Is MVCOA picking up the full tab for waste management? How are costs being split for construction?

Right now, the attached documents state in par. 3 of the License Agreement and par. 2 of the Easement Agreement that *“The Trash Facility is for the benefit of MVCOA and its Authorized Users. The Trash Facility shall be used by these beneficiaries in accordance with such rules and regulations as MVCOA shall promulgate.”* I will work with MVCOA to come up with a set of rules and regulations for the facility.

Regarding allocation of waste management costs, I have added here to par. 2 of the Easement Agreement that *“The MVCOA rules and regulations shall address frequency of and allocation of costs for waste management and recycling services.”* I am assuming the grocery store will be paying the lion's share of such services.

Concerning construction costs, par. 2 of the License Agreement states in part, *“MVCOA shall at MVCOA's sole cost and expense construct the Trash Facility in general conformance with these plans and specifications and in compliance*

with all applicable governmental rules, regulations and building codes.” So MVCOA will have to decide cost allocation from there. The initial thoughts for cost allocation is to base it on the MVCOA decs (TMVOA 70.81% & TMV 29.19%). Tenants will be responsible for the waste management and recycling services

3) I have asked for a more detailed trash management plan as a condition of approval.

The tenants will essentially be responsible for the trash management plan, and the MVCOA HOA Manager (Telluride Consulting) will provide oversight of the area to ensure general cleanliness.

Joseph A. Solomon, Esq., Attorney at Law

Solomon Law Firm, P.C.

227 West Pacific Avenue, Suite A [required for FedEx, UPS, etc.]

PO Box 1748 [required for all U.S. Mail]

Telluride, Colorado 81435

office (970) 728-8655 / cell (970) 729-2225 / fax (775) 703-9582

E-mail: jsolomon@montrose.net

www.solomon-solomon.com

This E-mail may contain confidential legal information. If you have received this in error, please notify me, and please keep the contents confidential.

THE TERRA FIRM, Inc.

August 1, 2021

Joseph A. Solomon, Esq.
Solomon Law Firm, P.C.
227 West Pacific Avenue, Suite A
PO Box 1748
Telluride, Colorado 81435

RE: MVCOA Trash Enclosure Public Comment

Joe,

Per your request, I have reviewed my files and other information available to me with regard to Town of Mountain Village Lot 1003 and Army Corps permit 200575097, in response to public comment received by Michelle Haynes (Town of Mountain Village, Planning and Development Services Director) from Brian Eaton on July 26, 2021.

In his comments, Mr. Eaton states:

“Regarding the planning permit for an enlarged trash enclosure next to Town Hall, that area is a wetland mitigation project that the Town agreed to with the EPA and Army Corps of Engineers during the construction of Town Hall and its parking lot. Please be advised that the enlarged trash enclosure would violate the wetland mitigation project, permit number SPK-2005-75097 dated March 5, 2005. EPA and Army Corps representatives were out here in 2015 revisiting that site and one of the attendees forwarded me the agreement and mitigation plan. Additionally, the wetlands setback guidelines require a 10 foot setback.”

It is correct that the proposed trash enclosure siting is adjacent to a wetland mitigation area required under the terms of Army Corps permit 200575097. Based on my review of available information, including the Nationwide Permit 18 authorization received from Susan Nall of the Army Corps of Engineers (dated March 7, 2005), the approved mitigation plan developed by Wright Water Engineers (dated March 2, 2005), and various monitoring reports I completed in 2005-2006 and in 2014, I am unable to find information that supports Mr. Eaton’s assertion “that the enlarged trash enclosure would violate the wetland mitigation project”.

None of the above referenced documentation states that development adjacent to the subject mitigation area would constitute a violation of the issued NWP18 200575097. Additionally, my understanding of the trash enclosure plans is that there is not any proposed discharge of fill materials to the mitigation wetlands, and that no portion of the proposed trash enclosure extends over the mitigation wetlands. Best Management Practices (BMP’s) need to be employed when

construction is adjacent to any wetlands in the Town of Mountain Village, as required in Section 5.6 of the Wetlands Management Plan For The Telluride Mountain Village to minimize indirect impacts to the mitigation wetlands developed under permit 200575097.

With regard to Mr. Eaton's suggestion that the siting of the trash enclosure violates a required 10-foot setback – I am unfamiliar with the “*wetlands setback guidelines*” he references. I'll defer to Michelle Haynes if this rule-change has been incorporated into the Municipal Code of the Town of Mountain Village recently.

Thank you for the opportunity to assist the MVCOA with this project, and feel free to contact me with any questions you have about my responses and opinions expressed in this summary memo.

Respectfully,



Chris Hazen, Principal
The Terra Firm, Inc.

SURVEYOR'S STATEMENT:

This Existing Conditions Plan of portions of Lot 1003R-2A, Tract OS-1R1 and Land Unit 1, Town of Mountain Village, was prepared on June 2, 2021 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.

P.L.S. NO. 37970 Date

PROPERTY DESCRIPTION:

LOT 1003R-2A, TOWN OF MOUNTAIN VILLAGE, ACCORDING TO THE CONDOMINIUM MAP RECORDED JANUARY 10, 2007 IN PLAT BOOK 1 AT PAGE 3796 COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TRACT OS-1R-1 TELLURIDE, MOUNTAIN VILLAGE ACCORDING TO THE PLAT RECORDED SEPTEMBER 10, 2014 IN PLAT BOOK 1 AT PAGE 4671, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

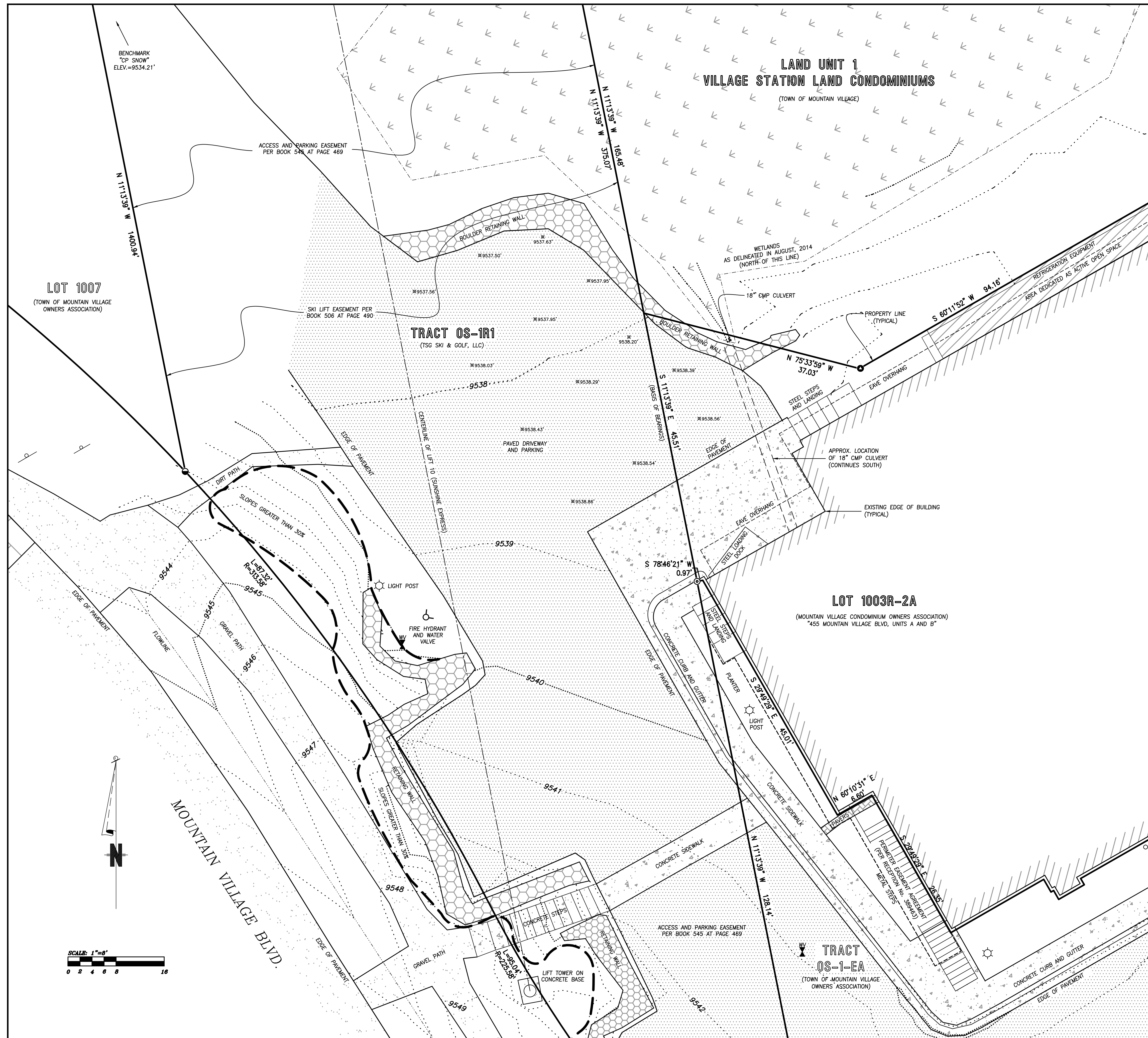
LAND UNIT 1, THE VILLAGE STATION LAND CONDOMINIUMS, ACCORDING TO THE MAP RECORDED JULY 1, 2015 IN PLAT BOOK 1 AT PAGE 4739 AND ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE STATION LAND CONDOMINIUMS, A COLORADO COMMON INTEREST OWNERSHIP COMMUNITY RECORDED JULY 1, 2015, UNDER RECEPTION NO. 438226, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

NOTES:

- Easement research and legal description from Land Title Guarantee Company, Order No. ABS86011267, dated March 4, 2021 at 5:00 P.M.
- According to FEMA Flood Insurance Rate Map 0811300286-C, dated September 30, 1988, this parcel is within Zone X; Areas determined to be outside 500-year flood plain.
- BASIS OF BEARINGS: Bearings are based upon the western boundary of Lot 1003R-2A and Tract OS-1-E, as shown hereon, assumed to have the record bearing of N 11°13'39" W according to Plat Book 1 at page 3787 and Plat Book 1 at page 3796.
- Benchmark: Control Point, "CP SNOW", as shown hereon, with elevation 9534.21 feet.
- Contour interval is one foot.
- Slopes greater than 30% exist on Tract OS-1R1 as shown hereon.
- Underground utility locates have not been ordered at the time of this survey and are not shown. Utility locates should be performed by respective providers before any construction.
- Wetlands as shown hereon were delineated by Chris Hazen and located by Foley Associates Inc in 2014.
- NOTICE: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

LEGEND

- SPOT ELEVATION
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 25954
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 37970
- FOUND 3/4" BRASS TAG, L.S. 37970



Existing Conditions Plan
 Lot 803, Town of Mountain Village,
 located within the NW 1/4 of Section 4, T.42N, R.9W, N.M.P.M., County of San Miguel, State of Colorado.

Project Mgr:	JH	Rev.	description	date	by
Technician:	FD				
Checked by:					
Start date:	06 / 2021				

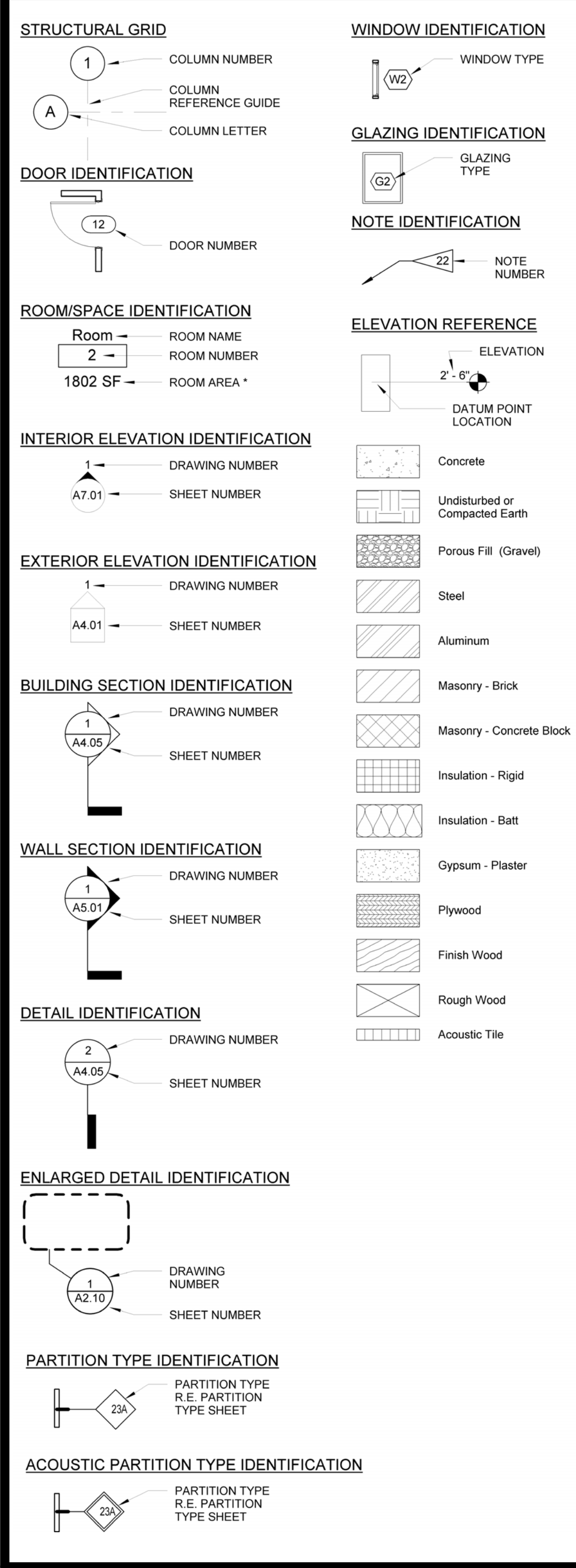


970-728-6153 970-728-6050 fax
 P.O. BOX 1385
 125 W. PACIFIC, SUITE B-1
 TELLURIDE, COLORADO 81435

ABBREVIATIONS

#	POUNDS(S) or NUMBER	HWDR	HARDWARE	SS	STAINLESS STEEL
&	AND	HM	HOLLOW METAL	SSK	SERVICE SINK
@	ANGLE	HORIZ	HORIZONTAL	STA	STATION
AV	AUDIO/VISUAL	HR	HEIGHT	STD	STANDARD
AB	ANCHOR BOLT	HTR	HEATER	STL	STEEL
AC	ACCIDENTAL	HVAC	HEATING, VENTILATION and AIR CONDITIONING	STOR	STORAGE
AD	ADJUSTABLE	HW	HOT WATER	STRUCT	STRUCTURE or STRUCTURAL
ADD	AREA DRAIN or ACCESS DOOR	HHW	HOT WATER HEATER	SUSP	SUSPENDED
ADJ	ADJUSTABLE	HWY	HIGHWAY	SYM	SYMMETRICAL
AG	AGGREGATE	IBC	INTERNATIONAL BUILDING CODE or INSTALLED BY CONTRACTOR	SYS	SYSTEM
AHU	AIR HANDLING UNIT	ID	INSIDE DIAMETER	T	TREAD
ALT	ALTERNATE	IN	INCHES	T&B	TOP AND BOTTOM
ALUM	ALUMINUM	INCAND	INCANDESCENT	T&G	TONGUE AND GROOVE
ANOD	ANODIZED	INCL	INCLUDED	TB	TOWEL BAR
APPROX	APPROXIMATE	INFO	INFORMATION	TBC	TOP OF BACK OF CURB
ARCH	ARCHITECTURAL	INSUL	INSULATION or INSULATED	TELE	TELEPHONE
ASI	ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS	INT	INTERIOR	TEMP	TEMPERATURE
ASPH	ASPHALT	INTMED	INTERMEDIATE	TG	TEMPERED GLASS
AUTO	AUTOMATIC	INVT	INVERT	THERM	THERMOSTAT
AV	AVERAGE	JC	JANITOR CLOSET	THK	THICK or THICKNESS
AVG	AVERAGE	JST	JOIST	THLD	THRESHOLD
AWP	ACOUSTICAL WALL PANEL	JT	JOINT	TO	TOP OF
B	BY OWNER	KD	KNOCKDOWN	TOC	TOP OF CONCRETE
B.O.	BY OWNER, FUTURE	KIT	KITCHEN	TOS	TOP OF STEEL
B.O.F.	BY OWNER, FUTURE	KN	KNOCKOUT	TOW	TOP OF WALL
BD	BOARD	KP	KICK PLATE	TPD	TOILET PAPER DISPENSER
BIT	BITUMINOUS	LAB	LABORATORY	TPN	TOILET PARTITION
BLDG	BUILDING	LAM	LAMINATE	TST	TUBE STEEL
BLKG	BLOCKING	LAV	LAVATORY	TV	TELEVISION
BM	BEAM or BENCH MARK	LBL	LABEL	TV	TYPICAL
BOT	BOTTOM	LDR	LEADER	UL	UNDERWRITERS LABORATORY
BRG	BEARING	LH	LEFT HAND	UNFN	UNFINISHED
BSMT	BASEMENT	LKR	LOCKER	UON	UNLESS OTHERWISE NOTED
C	CALLING	LLH	LONG LEG HORIZONTAL	UOS	UNLESS OTHERWISE SPECIFIED
C.L.	CENTERLINE	LNV	LONG LEG VERTICAL	URINAL	URINAL
CAB	CABINET	LT	LIGHT	USGS	U.S. GEOLOGICAL SURVEY
CATV	CABLE TELEVISION	LTL	LIGHT	V	VOLT
CCD	CONSTRUCTION CHANGE DIRECTIVE	LTV	LOUVER	VAR	VARY or VARIES
CCTV	CLOSED CIRCUIT TELEVISION	MACH	MACHINERY	VB	VAPOR BARRIER
COOT	COLORADO DEPARTMENT OF TRANSPORTATION	MAG	MAGNETIC	VCT	VINYL COMPOSITION TILE
CEM	CEMENTITIOUS	MAS	MASONRY	VENT	VENTILATION
CFL	COUNTERFLASHING	MATL	MATERIAL	VER	VERIFY
CG	CORNER GUARD	MAX	MAXIMUM	VERT	VERTICAL
CP	CAST IN PLACE	MB	MOISTURE BARRIER	VEST	VESTIBULE
CRC	CIRCUMFERENCE	MECH	MECHANICAL	VIF	VERIFY IN FIELD
CJ	CONTROL JOINT	MED	MEDIUM	VIN	VINYL or SHEET VINYL
CK	CEILING	MEMB	MEMBRANE	VOL	VOLUME
CL	COLUMN LINE	MEZZ	MEZZANINE	VTR	VENT THROUGH ROOF
CLG	CLOSED	MFR	MANUFACTURER	WVC	VINYL WALL COVERING
CLOS	CLOSET	MH	MANNING	W	WEST or WIDE
CLR	CLEAR	MIN	MINIMUM	WO	WITHOUT
CM	CENTIMETERS	MIR	MIRROR	WCR	WATER RESISTANT WALL COVERING
CMU	CONCRETE MASONRY UNIT	MISC	MISCELLANEOUS	WDO	WOOD WINDOW
CO	CHANGE ORDER or CLEANOUT	MM	MILLIMETERS	WF	WIDE FLANGE or WOOD FLOORING
COL	COLUMN	MO	MASONRY OPENING	WGL	WIRE GLASS
CONC	CONCRETE	MTD	MOUNTED	WP	WATERPROOFING
CONF	CONFERENCE	MTL	METAL	WPT	WORKING POINT
CONN	CONNECTION	MUL	MULLION	WSCOT	WAINSCOT
CONSTR	CONSTRUCTION	(N)	NEW	WT	WEIGHT
CONT	CONTINUOUS	N	NORTH	WWF	WELDED WIRE FABRIC
CONTR	CONTRACTOR	NIC	NOT IN CONTRACT	YD	YARD
CORR	CORRIDOR or CORRUGATED	NO	NUMBER		
CPT	CERAMIC TILE	NOM	NOMINAL		
CT	COUNTER	NRC	NOISE REDUCTION COEFFICIENT		
CTR	CUBIC	NTS	NOT TO SCALE		
CV	CUBIC YARD	OA	OVERALL		
DAMP	DAMP PROOFING	OC	ON CENTER		
DBL	DOUBLE	OD	OUTSIDE DIAMETER		
DEG	DEGREE	OF	OUTSIDE FACE		
DEMO	DEMOLISH or DEMOLITION	OFF	OFFICE		
DEPT	DEPARTMENT	OH	OPPOSITE HAND		
DF	DRINKING FOUNTAIN	OPNG	OPENING		
DIA	DIAMETER	OPP	OPPOSITE		
DIAG	DIAGONAL	OUTSIDE-TO-OUTSIDE	OUTSIDE-TO-OUTSIDE		
DM	DIMENSION	P	PAINTED		
DISP	DISPENSER	P.L.	PROPERTY LINE		
DIV	DIVISION	PAC	PREVIOUSLY AWARDED CONTRACT		
DN	DOWN	PAR	PARALLEL		
DR	DOOR	PBO	PROVIDED BY OTHERS		
DS	DOWNPOUT	PC	PRECAST		
DTL	DETAIL	PERF	PERFORATED		
DWG	DRAWING	PERIM	PERIMETER		
DWR	DRAWER	PKG	PARKING		
(E)	EXISTING	PL	PLATE		
E	EAST	PLAM	PLASTIC LAMINATE		
EA	EACH	PLAS	PLASTER		
EB	EXPANSION BOLT	PLBG	PLUMBING		
ED	EXHAUST DUCT	PLYWD	PLYWOOD		
EJ	EXHAUST FAN or EACH FACE	PNL	PANEL		
EJ	EXPANSION JOINT	POL	POLISHED		
EL	ELEVATION	PR	PAIR or PROPOSAL REQUEST		
ELEC	ELECTRICAL	PREFAB	PREFABRICATED		
ELEV	ELEVATOR	PREFIN	PREFINISHED		
EMER	EMERGENCY	PRESTR	PRESTRESSED		
ENGR	ENGINEER	PRM	PRIMARY		
EOS	EDGE OF SLAB	PROJ	PROJECT		
EQ	EQUAL	PSF	POUNDS PER SQUARE FOOT		
EQUIP	EQUIPMENT	PSI	POUNDS PER SQUARE INCH		
ES	EACH SIDE	PT	POST TENSIONED or PORCELAIN TILE		
EST	ESTIMATE	PT	POINT OF TANGENCY		
EW	EACH WAY	PTD	PAPER TOWEL DISPENSER		
EW	ELECTRIC WATER COOLER	PTDR	PAPER TOWEL DISPENSER AND RECEPTACLE		
EWV	ELECTRIC WATER HEATER	PTN	PARTITION		
EXT	EXTERIOR	PTR	PAPER TOWEL RECEPTACLE		
F	FARENHEIT	PVCL	POLYVINYL CHLORIDE		
FA	FIRE ALARM	PVMT	PAVEMENT		
FAC	FIRE ALARM CABINET	QT	QUARRY TILE		
FACP	FIRE ALARM CONTROL PANEL	QTY	QUANTITY		
FBO	FURNISHED BY OTHER(S)	R	RISER		
FD	FLOOR DRAIN or FIRE DAMPER FOUNDATION	RAD	RADIUS		
FON	FOUNDATION	RBB	RUBBER BASE		
FE	FIRE EXTINGUISHER	RBC	RUBBER BASE COVE		
FEC	FIRE EXTINGUISHER CABINET	RBS	RUBBER BASE STRAIGHT		
FF	FINISHED FLOOR	RBT	RUBBER TILE		
FLL	FINISHED FLOOR LINE	RD	ROOF DRAIN or ROAD		
FH	FIRE HYDRANT	RE	REFER TO or REFERENCE		
FHC	FIRE HOSE CABINET	REC	RECESS(ED)		
FHMS	FLAT HEAD MACHINE SCREW	RECP	RECEPTACLE		
FHV	FIRE HOSE VALVE	REF	REFRIGERATOR or REFRIGERATED		
FHWS	FLAT HEAD WOOD SCREW	REINF	REINFORCED		
FIN	FINISHED	REQD	REQUIRED		
FIXT	FIXTURE	RES	RESILIENT		
FLG	FLASHING	REV	REVISE, REVISED or REVISION(S)		
FLR	FLOORING	RF	RESILIENT FLOORING		
FLUOR	FLUORESCENT	RFG	ROOFING		
FOC	FACE OF CONCRETE	RFL	REFLECTED		
FOF	FACE OF FINISH	RH	RIGHT HAND		
FOM	FACE OF MASONRY	RL	RAIN LEADER		
FOS	FACE OF STUD	RM	ROOM		
FR	FIRE RESISTIVE or FIRE RATED	RO	ROUGH OPENING		
FRP	FIBERGLASS REINFORCED PANEL(ING)	ROD	ROUGH OVERFLOW DRAIN		
FRT	FIRE RETARDANT TREATED	RDW	RIGHT OF WAY		
FT	FOOT (FEET)	RPM	REVOLUTIONS PER MINUTE		
FTG	FOOTING	RVS	REVERSE (SIDE)		
FURN	FURNISHED	RWC	RAIN WATER CONDUCTOR		
FURR	FURRED or FURRING	S	SOUTH or SEALED		
FUT	FUTURE	SC	SOLID CORE		
FVC	FIRE VALVE CABINET	SCD	SEAT COVER DISPENSER		
GA	GAUGE	SCHED	SCHEDULE		
GALV	GALVANIZED	SD	SOAP DISPENSER		
GB	GRAB BAR	SEC	SECTION		
GC	GENERAL CONTRACTOR	SF	SQUARE FEET		
GCMU	GLAZED CONCRETE MASONRY UNIT(S)	SHT	SHEET		
GI	GALVANIZED IRON	SHTG	SHEATHING		
GL	GLASS or GLAZING	SHWR	SHOWER		
GND	GROUND	SIM	SIMILAR		
GR	GRADE	SNC	SANITARY NAPKIN CABINET		
GRT	GROUT	SND	SANITARY NAPKIN DISPENSER		
GT	GLASS TILE	SNR	SANITARY NAPKIN RECEPTACLE		
GWB	GYPNUM WALLBOARD	SOFF	SOFFIT		
GYP	GYPNUM	SPECS	SPECIFICATION(S)		
GYP BD	GYPNUM BOARD	SPKL	SPRINKLER		
HAS	HEADED ANCHOR STUD	SPKR	SPEAKER		
HB	HOSE BIB	SPT	SUPPORT		
HC	HOLLOW CORE or HANDICAPPED	SQ	SQUARE		
HDS	HEADED DEFORMED ANCHOR STUD	SR	SINK RECEPTACLE		
HDR	HEADER				

GRAPHIC STANDARDS



PROJECT TEAM

Design Firm	Owner's Representative	Structural Engineer
CANSANO Consulting 5610 Ward Rd. Ste. 300 Arvada, CO 80002 Contact: Ascenzo Di Giacomo (720) 633-4948	Telluride Consulting PO Box 1327 Telluride, CO 81435 Contact: Garrett Brafford (919) 800-8223	Ascent Structural Engineering 6707 Winchester Circle, Ste. 100 Boulder, CO 80301 Contact: Morgan Rummel (303) 865-4962
Architect of Record	General Contractor	
Kenny Davis Architects 1638 S Brentwood ST Lakewood CO 80232 Contact: Kenny Davis (303) 960-5813	Trifecta Construction PO Box 3160 Telluride, CO 81435 Contact: Ken Watt (970) 729-0090	

GENERAL NOTES

Review Agencies Note:
The following agencies will be provided drawings for their review and approval:

Primary entities:
Town of Mountain Village (TOMV.) for Design Review (DRB) and the Building Department for Permit Set, Telluride Ski and Golf (TSG.) Telluride Mountain Village Owner's Association (TMVOA.) Colorado Tramway Board (CTB.)

These milestone sets will include, but not are limited to: schematic progress sets, final schematic set, for DRB design review and final drawing set approvals prior to submitting for the permit set in the town.

Fire Suppression Note:
Provide fire suppression system and controls for a dry system. Must be integrated and function with the existing FSP in the existing and adjacent Mountain Village Market. FS Consultant to design and submit drawings and specs to Architect for review and distribution and final incorporation into the Permit Set. Prior approvals of the FSP must be received from Telluride Ski and Golf and the Colorado Tramway Board and any other approvals required by the TOMV Building Department.

Fire Rated Construction Note:
Due to the location of the building below and within the chairlift easement the entire building materials and methods must be for fire rated construction. This rating will be determined by Architect's Code Analysis referencing the IBC and the TOMV Building Department.

Building Location Note:
Building location shown is approximate. Final location T.B.D. pending Final Survey.

WETLAND NOTES

THE BUILDING AND ITS COMPONENTS WILL NOT BE PLACED ON, OVER OR IN DELINEATED WETLANDS. THIS INCLUDES FOOTINGS, PILES, STRUCTURAL COMPONENTS, SIDING AND THE ROOF ITS ASSOCIATED EAVES AND OVERHANGS.

ADOPTED CODES

- International Residential Code (2018)
- International Existing Building Code (2018)
- International Mechanical Code (2018)
- International Fuel Gas Code (2018)
- International Existing Building Code (2018)
- International Property Maintenance Code (2018)
- International Plumbing Code (2018)
- International Electrical Code (2017)
- International Fire Code (2018)

DESIGN CRITERIA

- Wind 70
- Snow Load 75
- Exposure B

SPRINKLERED: YES

USE / OCCUPANCY CLASSIFICATION: (CHPT 3):

- Trash and Recycling Collection / Group U

HEIGHT AND AREA LIMITS: (CHPT 5):

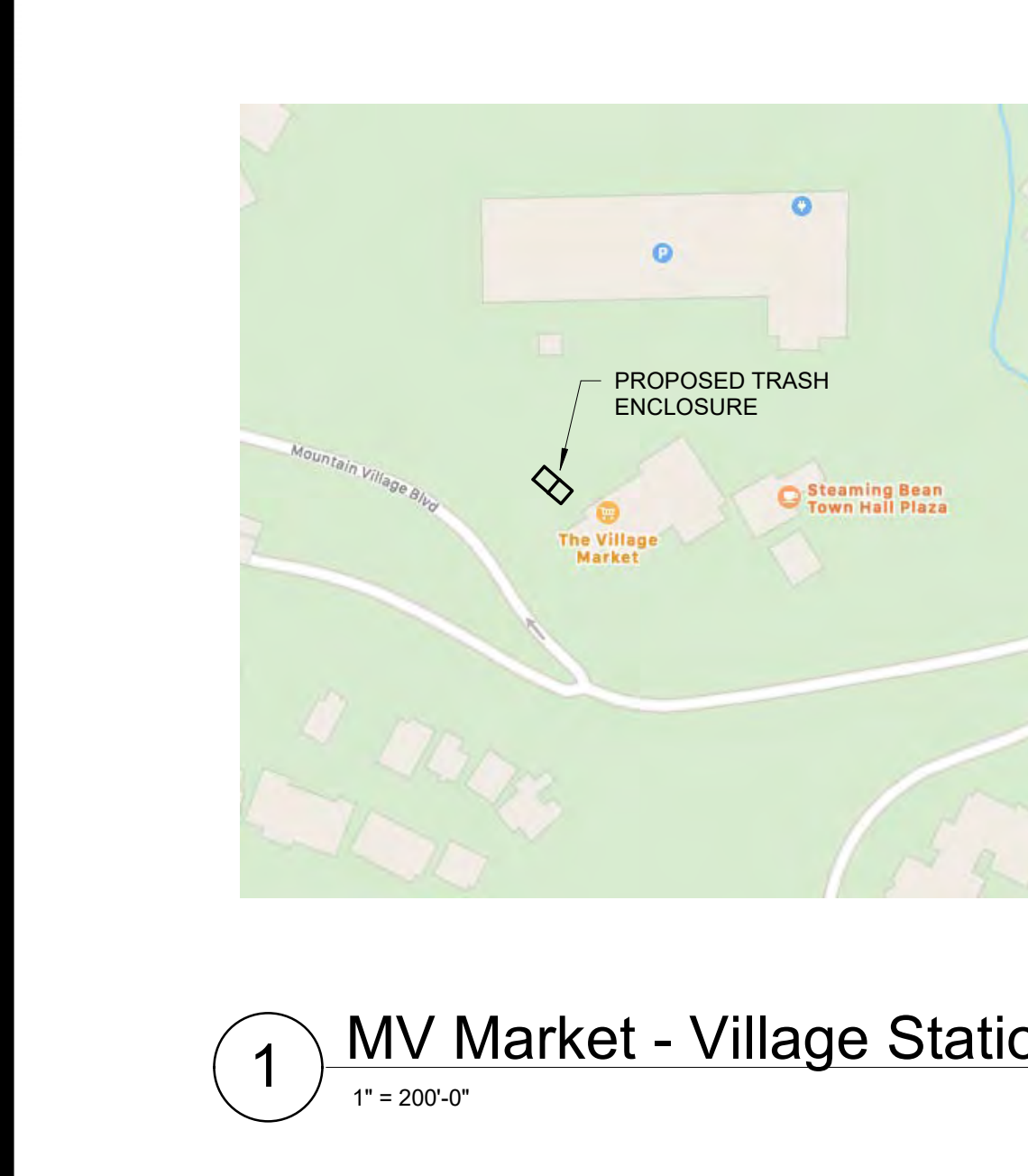
- Table 504.3 Max Height - 40'-0" / Proposed Height - 16'-0" +/-
- Table 506.2 Max Area - 5,500 sq ft / Proposed Area - 500 sq ft

CONSTRUCTION TYPE: (CHPT 6):

- Type VB
- Fire Resistance Rating Requirements for Building Elements - 0hr
- Fire Resistance Rating Requirements for Exterior Walls - 0hr

CODE INFORMATION

VICINITY MAP



TRASH ENCLOSURE MOUNTAIN VILLAGE MARKET

455 Mountain Village Blvd
Telluride, CO 81435

DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

DRB Revision Set
Town Council Review

August 12, 2021



DRAWING INDEX

ARCHITECTURAL	
G1.0	COVER SHEET
A1.0	SITE PLAN
A1.1	ENLARGED SITE PLAN
A1.2	CONSTRUCTION MITIGATION PLAN
A1.3	TRUCK ACCESS EXHIBIT
A2.0	FLOOR PLAN
A2.1	EQUIPMENT
A2.2	ROOF PLAN
A3.0	EXTERIOR ELEVATIONS
A3.1	EXTERIOR ELEVATIONS
A6.0	MATERIAL CALCULATIONS
A6.1	MATERIAL BOARD AND LIGHT FIXTURES

PROJ. NO. 2021013
 DRAWN: KDA
 CHECKED: AD
 APPROVED: KDA
 DATE: 2021/08/12

REVISIONS

© Cansano Consulting

TRASH ENCLOSURE

ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
COVER SHEET

SCALE: As indicated
SHEET NUMBER

G1.0

CANSANO

CANSANO Consulting

Denver-Telluride, CO
ascenzo_arch@comcast.net
www.cansano.com
C: 720-633-4948

professional seal

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TRASH ENCLOSURE
 Mountain Village Market
 455 Mountain Village Blvd, Telluride, CO 81435

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COVER SHEET

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G1.0

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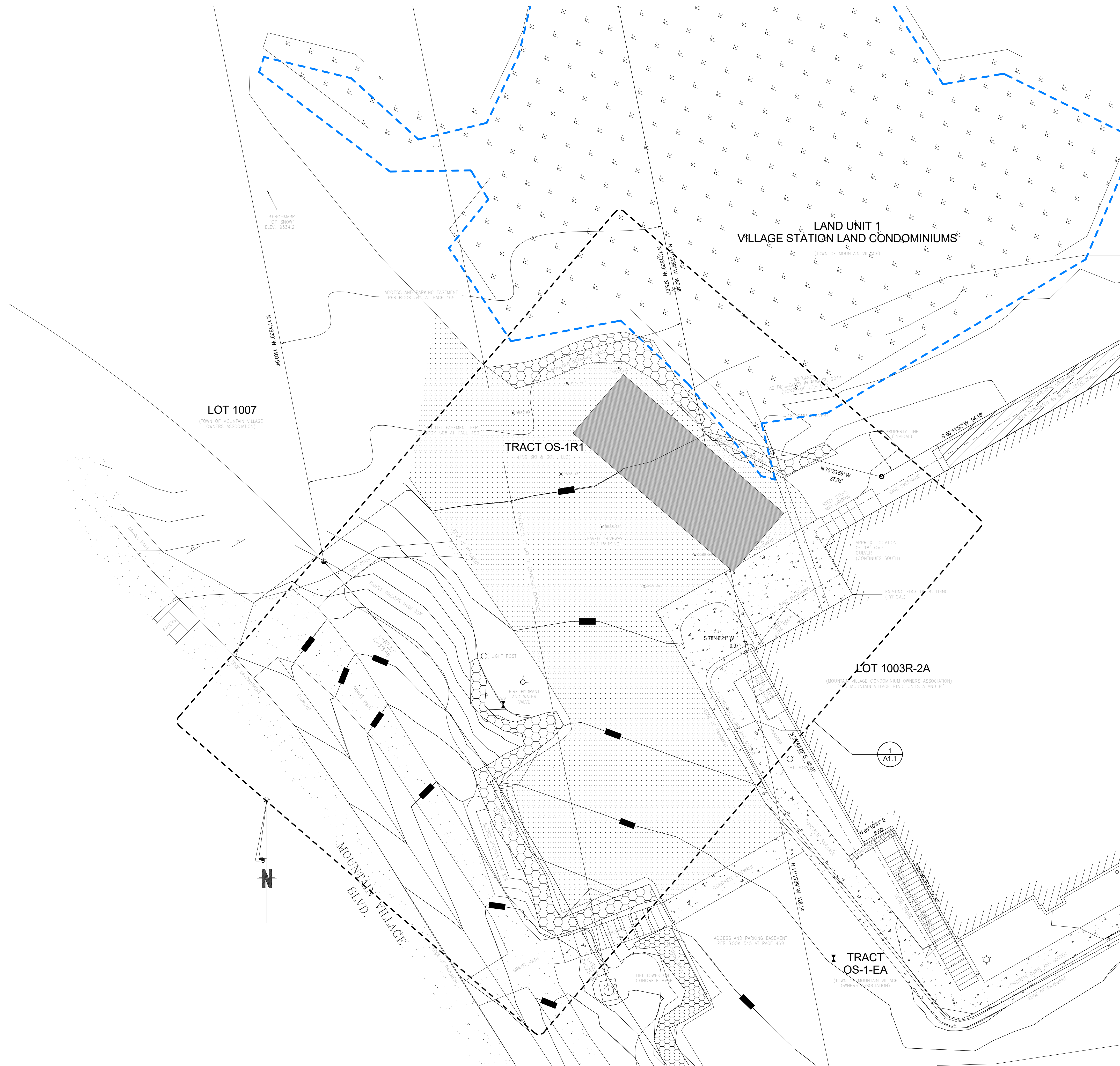
© Casano Consulting

TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
SITE PLAN

SCALE: 1" = 10'-0"
SHEET NUMBER

A1.0



1 SITE PLAN
1" = 10'-0"

LEGEND	
✖	SPOT ELEVATION
●	FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 29954
○	FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 37970
⊙	FOUND 3/4" BRASS TAG, L.S. 37970

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DATE: 2021/08/12
REVISIONS

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TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT
SHEET TITLE:
ENLARGED SITE PLAN

SCALE: 1/8" = 1'-0"
SHEET NUMBER

A1.1



EXISTING SITE PIC 4



EXISTING SITE PIC 1



EXISTING SITE PIC 5



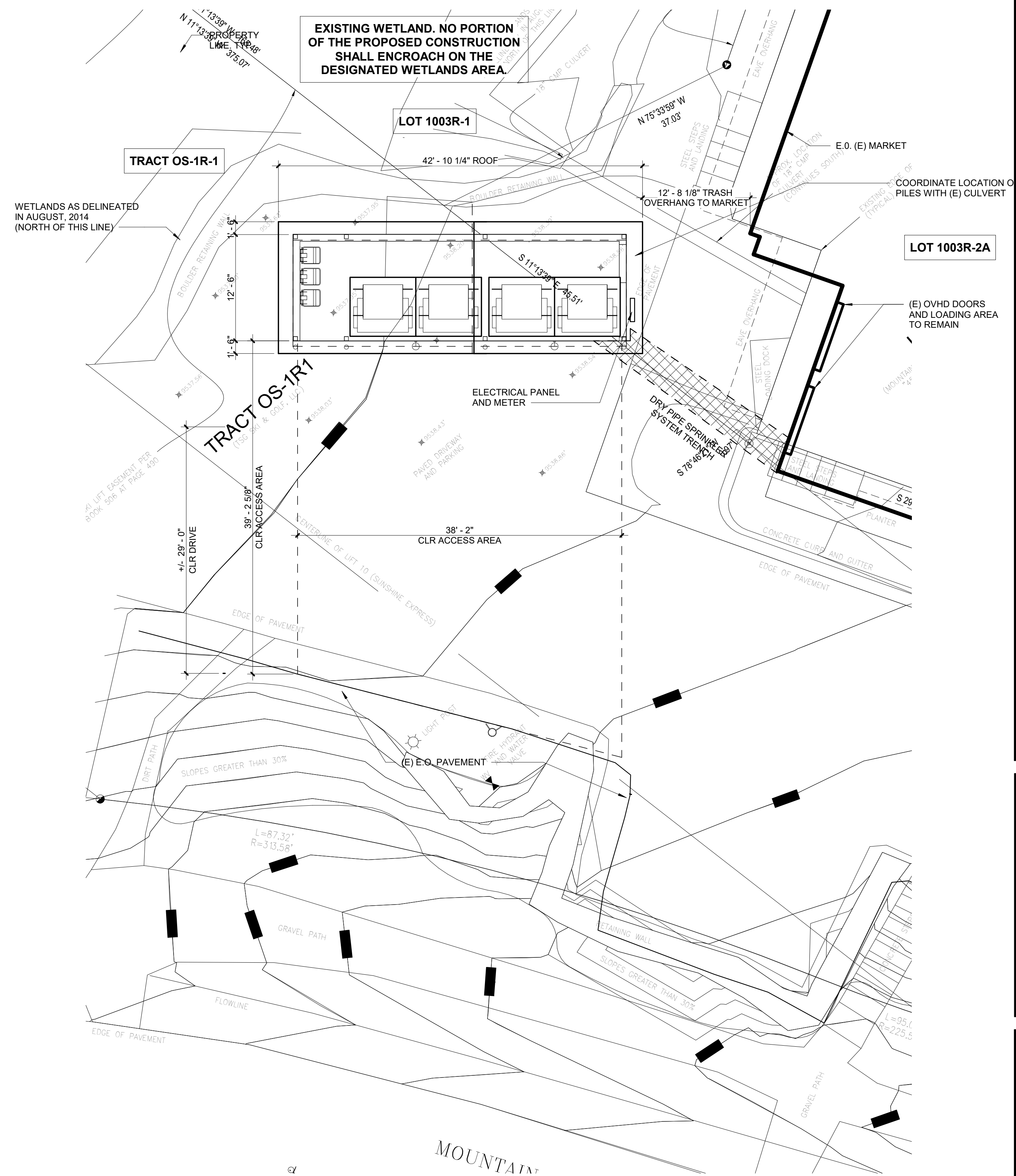
EXISTING SITE PIC 2



EXISTING SITE PIC 6



EXISTING SITE PIC 3



1 ENLARGED SITE PLAN
1/8" = 1'-0"

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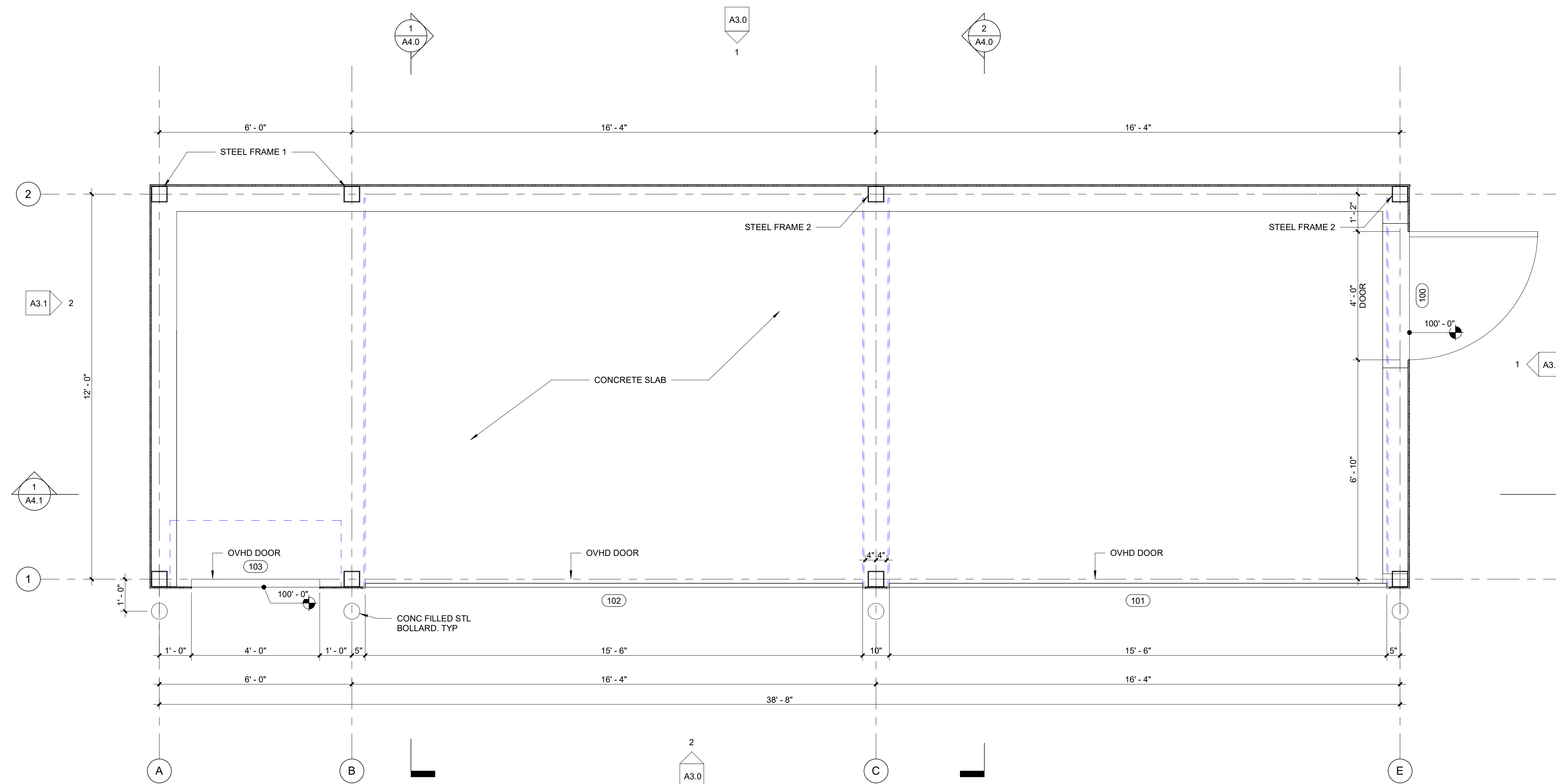
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TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
FLOOR PLAN

SCALE: 1/2" = 1'-0"
SHEET NUMBER

A2.0



1 GROUND LEVEL PLAN
1/2" = 1'-0"

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REVISIONS

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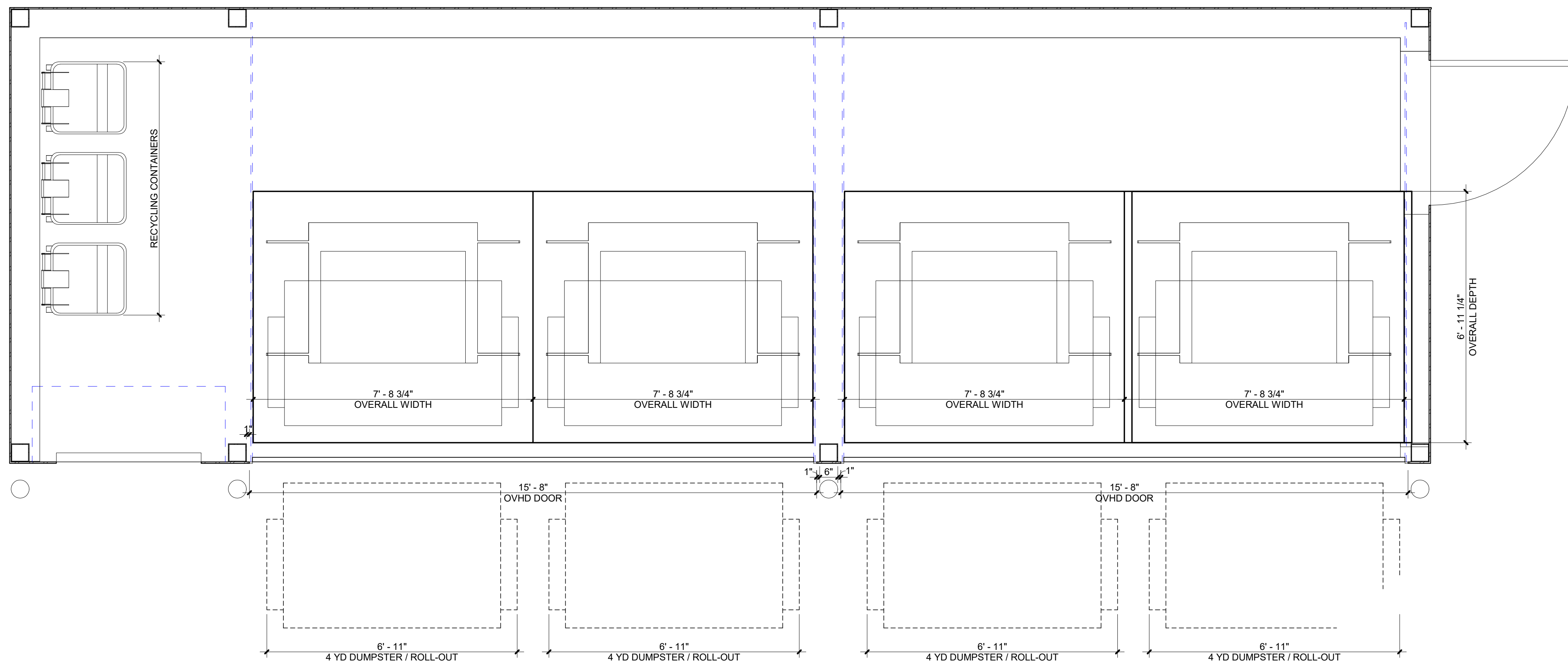
TRASH ENCLOSURE

ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
EQUIPMENT

SCALE: 1/2" = 1'-0"
SHEET NUMBER

A2.1



1 EQUIPMENT LAYOUT
1/2" = 1'-0"

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DATE: 2021/08/12
REVISIONS

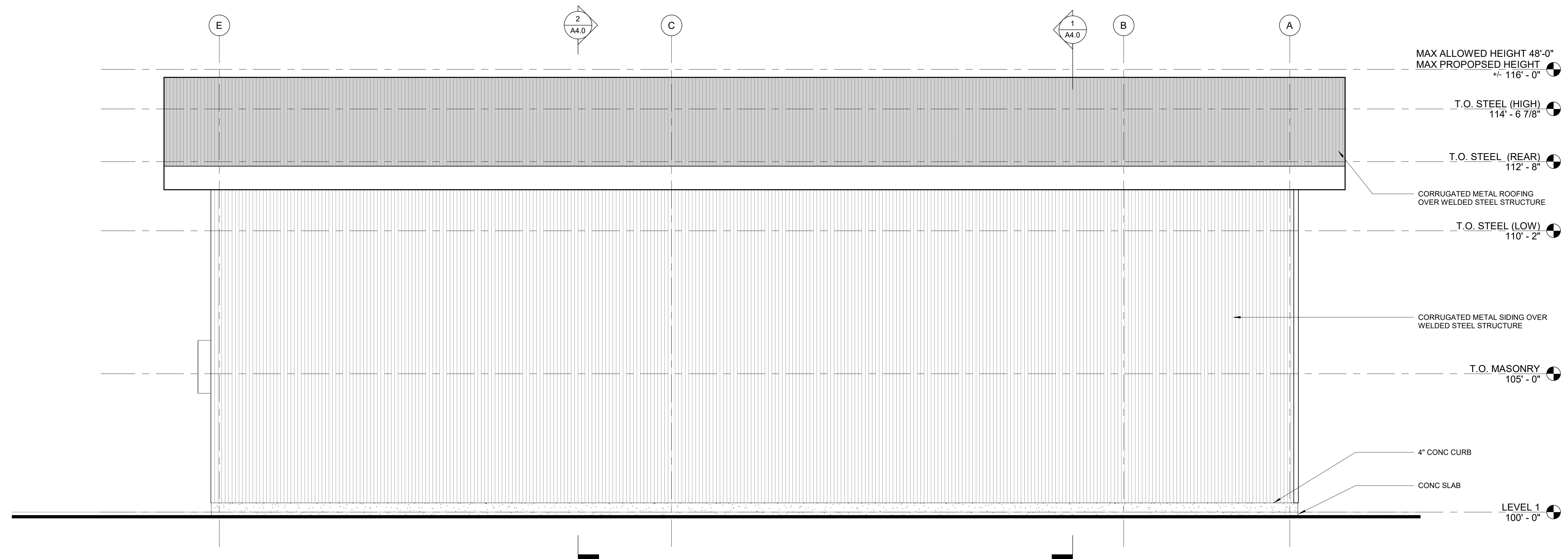
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TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

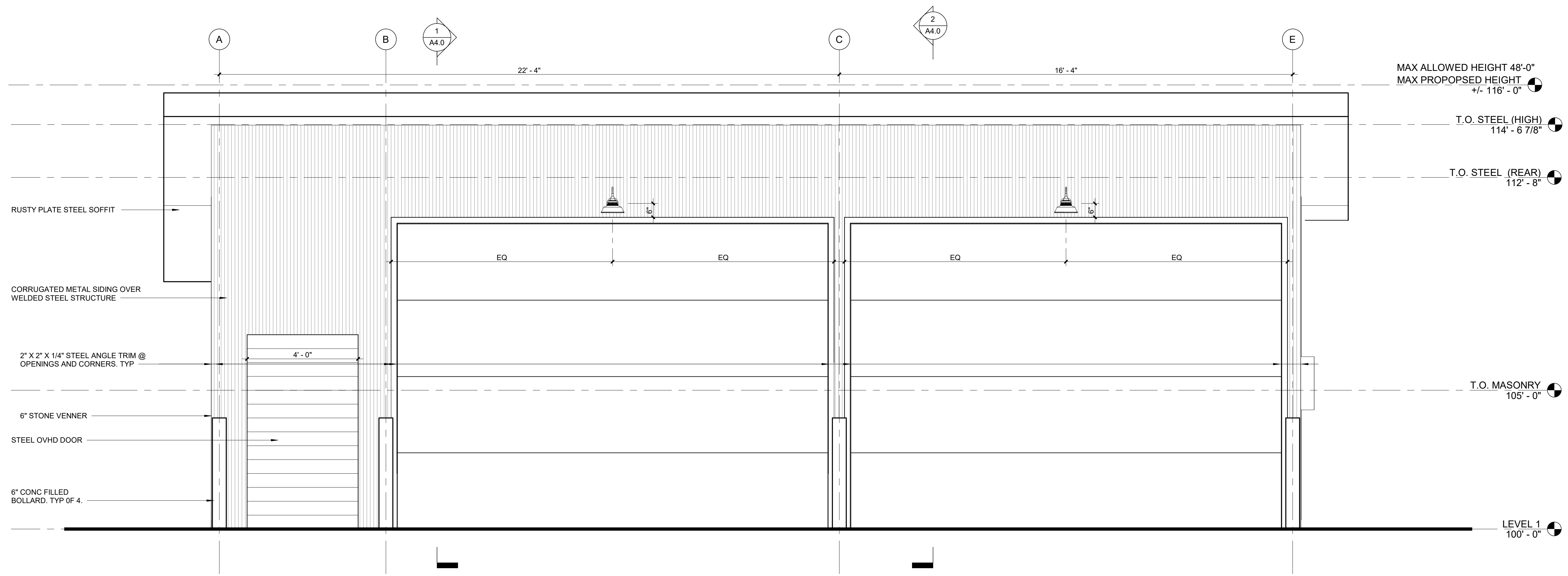
SHEET TITLE:
EXTERIOR ELEVATIONS

SCALE: 1/2" = 1'-0"
SHEET NUMBER

A3.0



1 NORTHEAST ELEVATION - BACK
1/2" = 1'-0"



2 SOUTHWEST ELEVATION - FRONT
1/2" = 1'-0"

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APPROVED:
DATE: 2021/08/12
REVISIONS

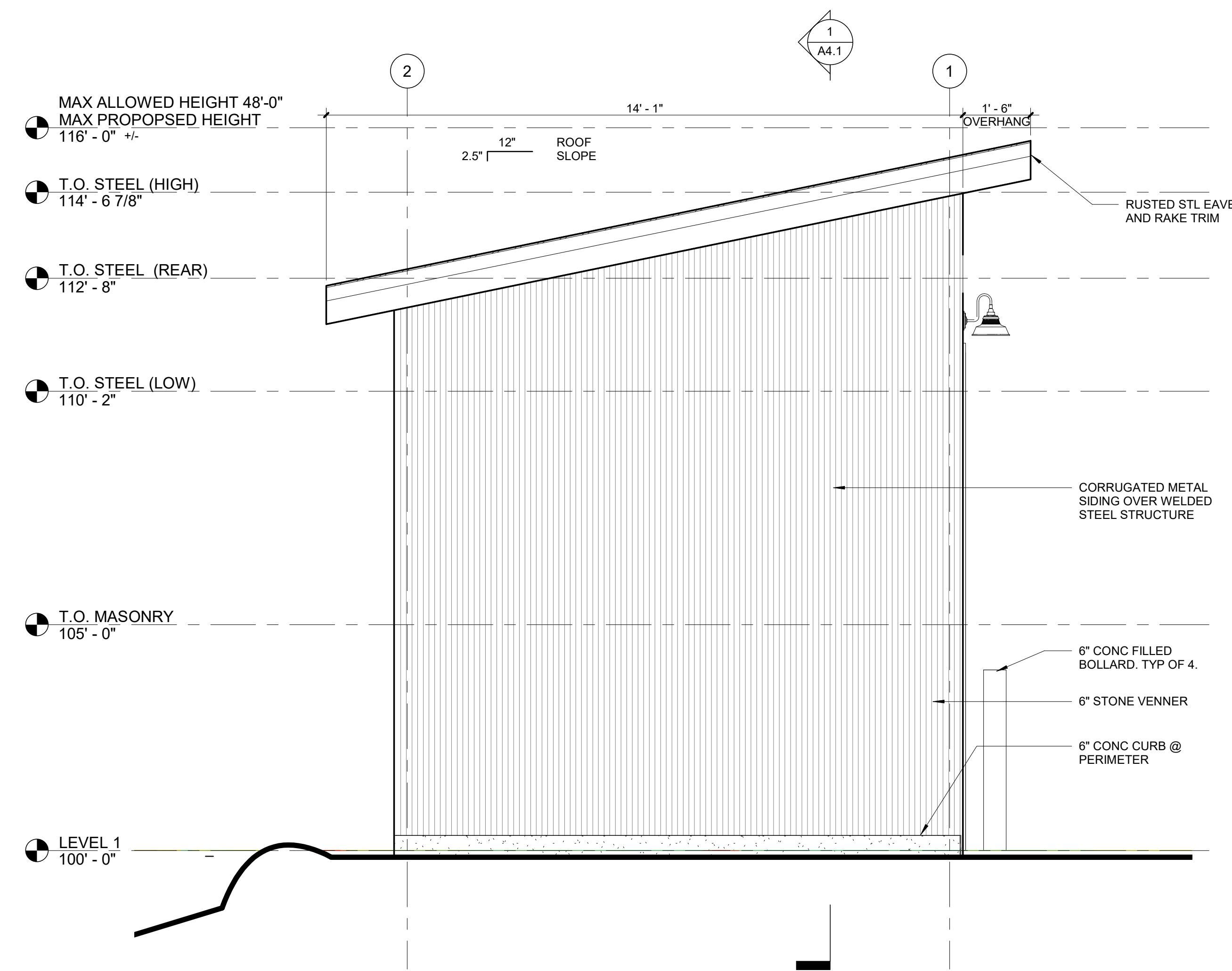
© Cansano Consulting

TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

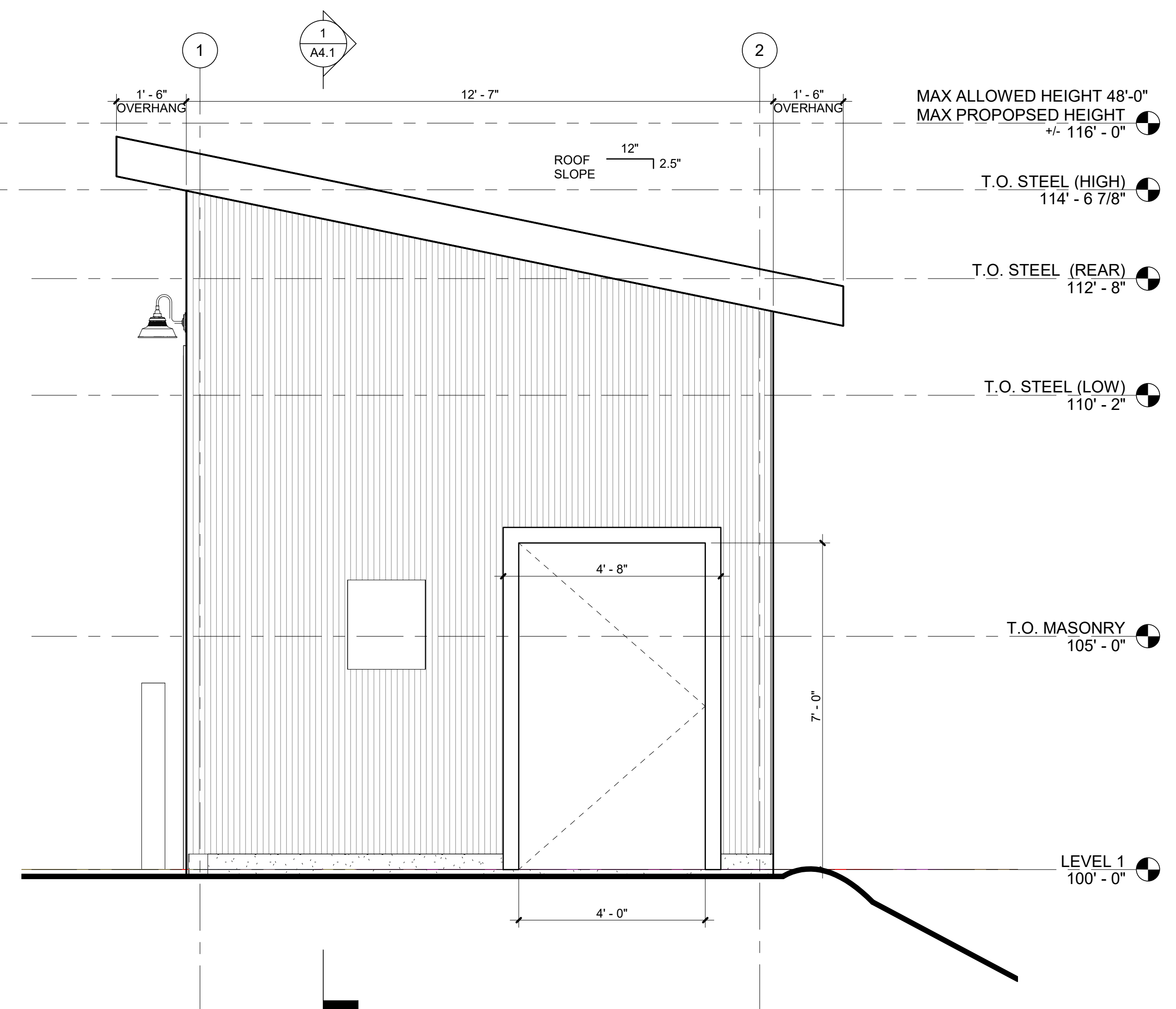
SHEET TITLE:
EXTERIOR ELEVATIONS

SCALE: 1/2" = 1'-0"
SHEET NUMBER

A3.1



2 NORTHWEST ELEVATION - LEFT
1/2" = 1'-0"



1 SOUTHEAST ELEVATION - RIGHT
1/2" = 1'-0"

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Mountain Village Market
455 Mountain Village Blvd, Telluride, CO 81435

PROJ. NO. 2021013
DRAWN: KDA
CHECKED: AD
APPROVED: Approver
DATE: 2021/08/12
REVISIONS

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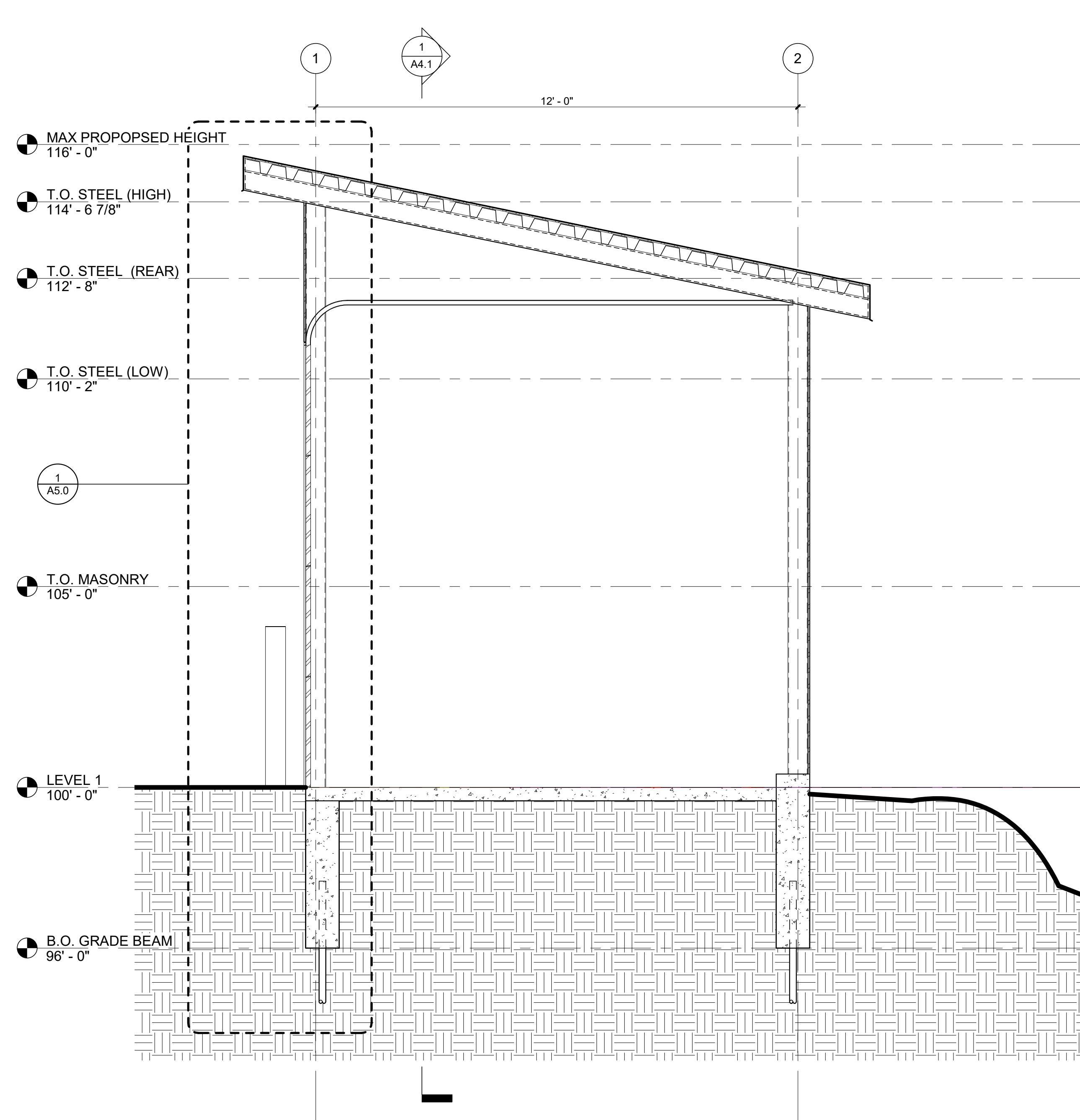
TRASH ENCLOSURE

ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
SECTIONS

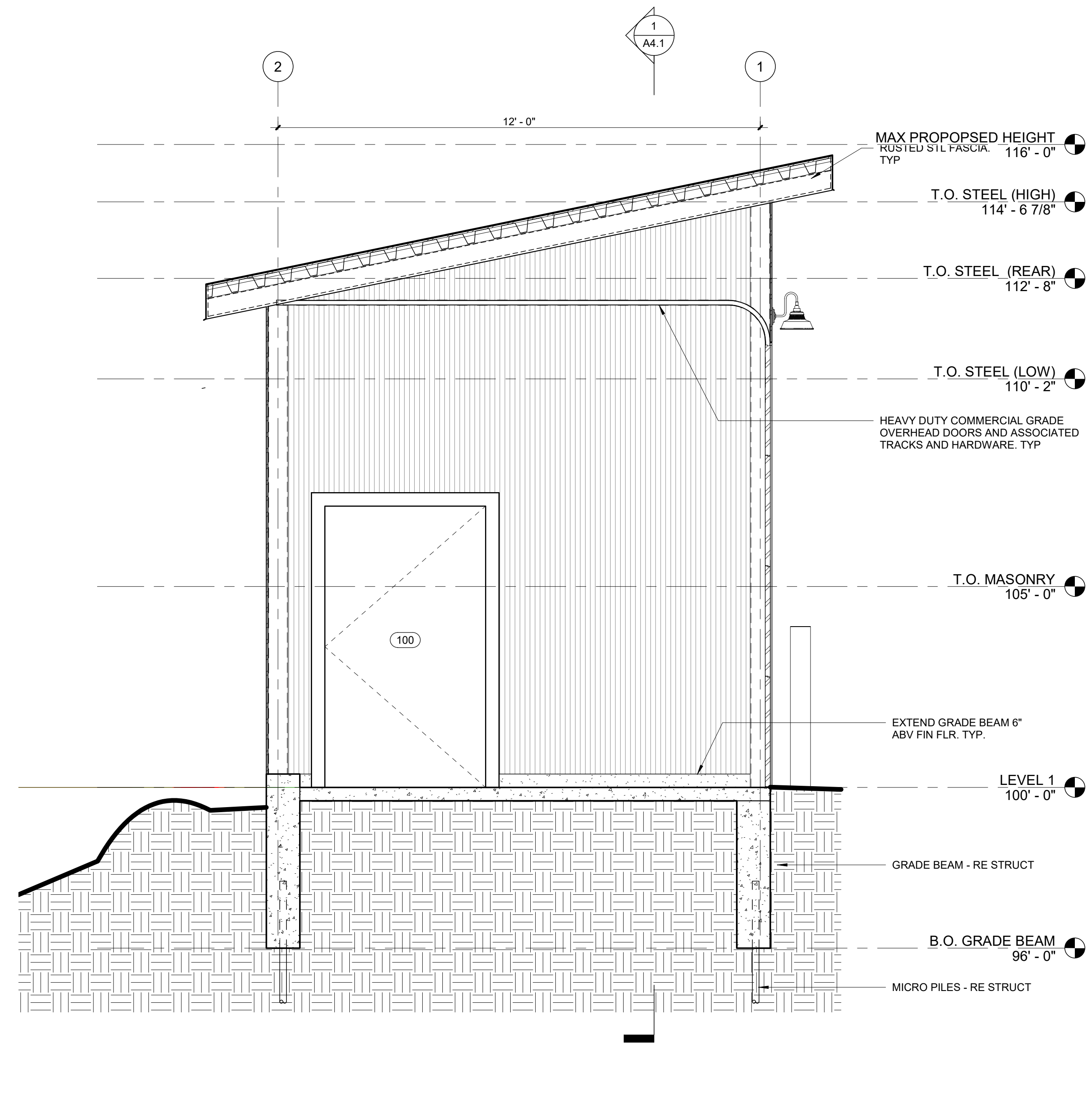
SCALE: 1/2" = 1'-0"
SHEET NUMBER

A4.0



2 BLDG SECTION 2

1/2" = 1'-0"



1 BLDG SECTION 1

1/2" = 1'-0"

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REVISIONS

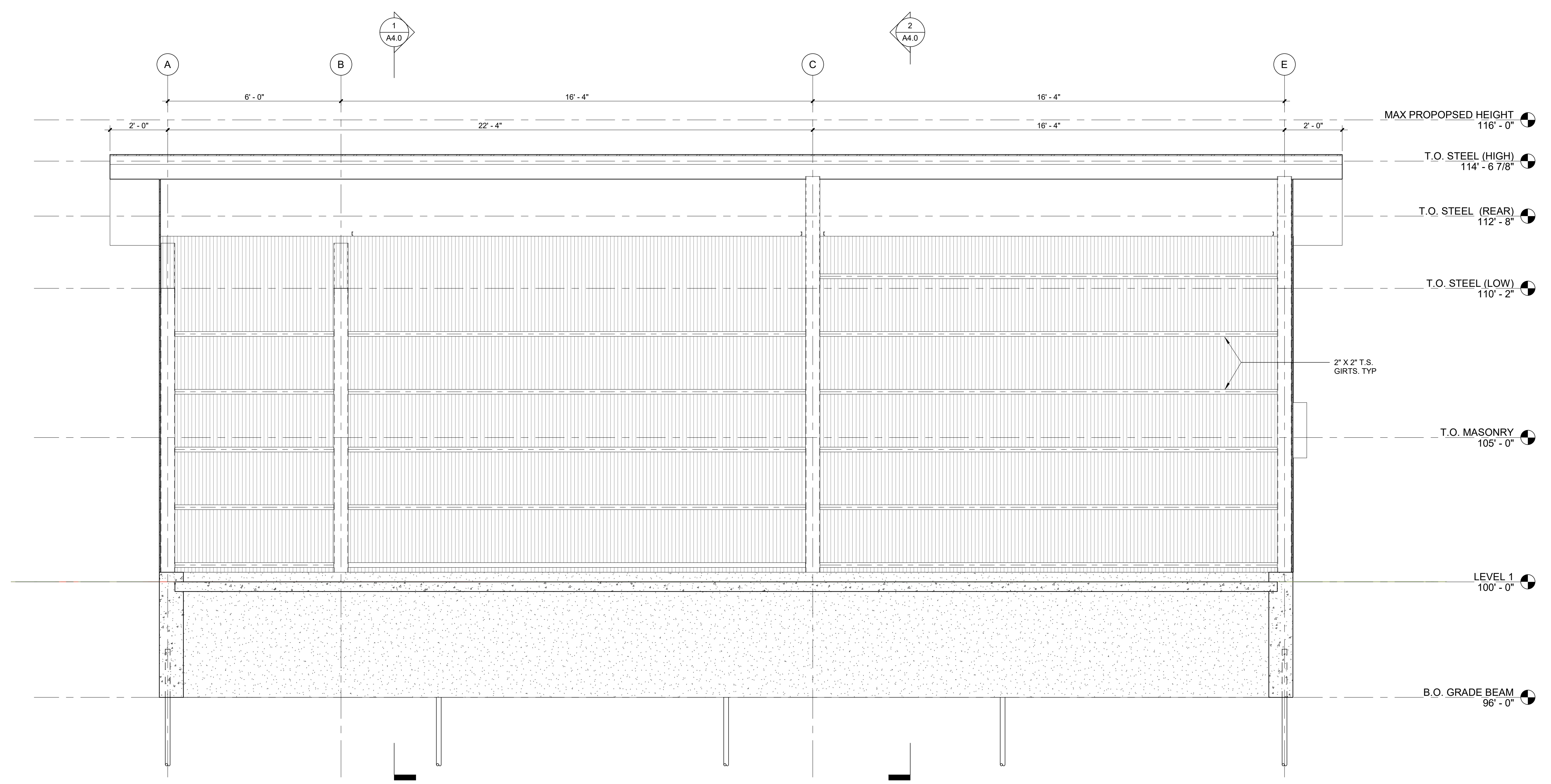
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TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
SECTIONS

SCALE: 1/2" = 1'-0"
SHEET NUMBER

A4.1



1 BLDG SECTION 3
1/2" = 1'-0"

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 455 Mountain Village Blvd, Telluride, CO 81435

PROJ. NO. 2021013
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 CHECKED: KDA
 APPROVED: KDA
 DATE: 2021/08/12
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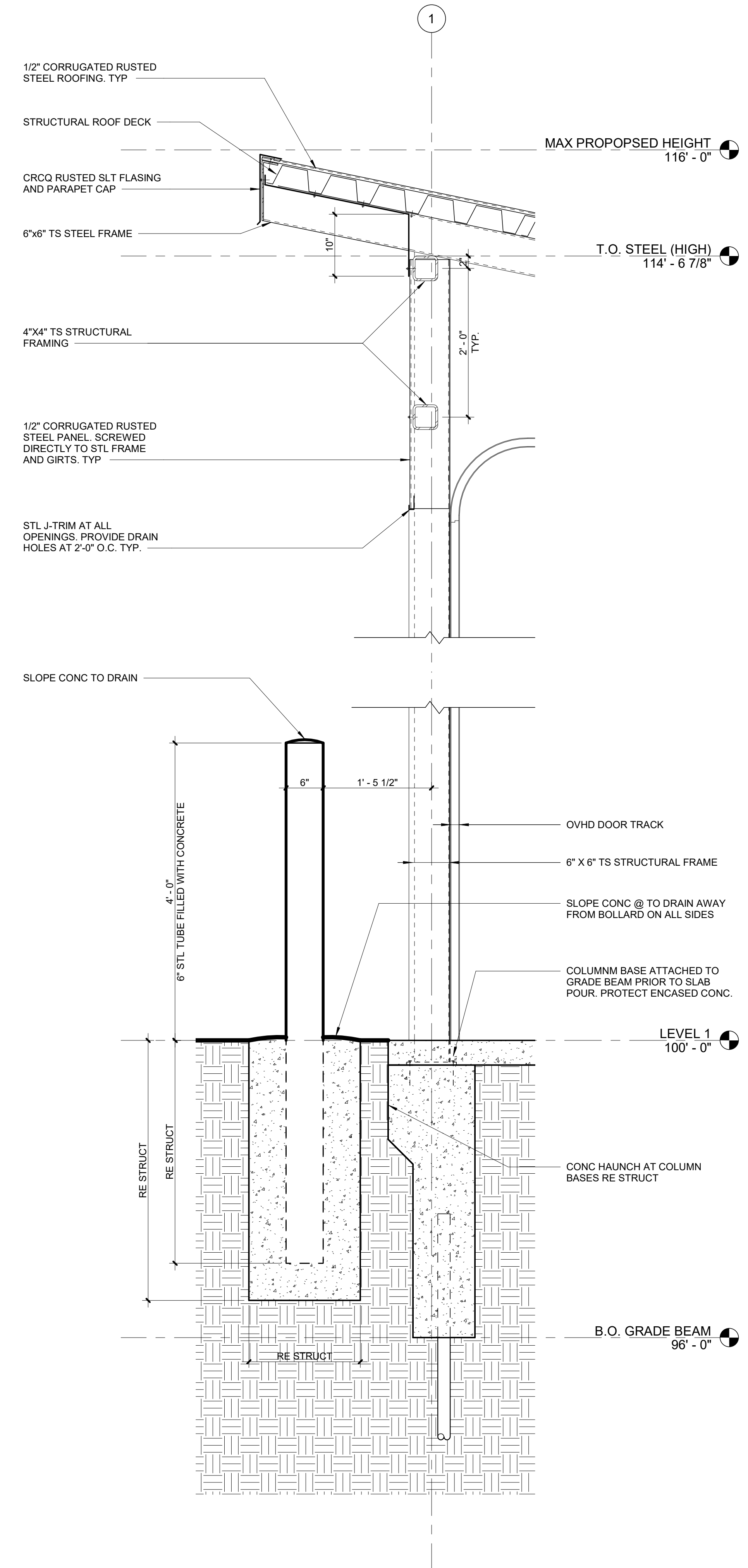
TRASH ENCLOSURE

ISSUED FOR:
 DESIGN REVIEW BOARD
 CONDITIONAL USE PERMIT

SHEET TITLE:
 WALL SECTION / DETAILS

SCALE: 1" = 1'-0"
 SHEET NUMBER

A5.0



1 WALL SECTION 1
 1" = 1'-0"

Trash Facility Easement Agreement

This Trash Facility Easement Agreement (this “**Agreement**”) is made by and between Mountain Village Condominium Owners Association, Inc., a Colorado nonprofit corporation (“**MVCOA**”), the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado (the “**Town**”); and TSG Ski & Golf, LLC, a Delaware limited liability company (“**TSG**”). MVCOA, the Town and TSG may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. MVCOA is the owners association for a common interest community described as:

Mountain Village Condominiums (“**MVC**”), a Colorado common interest community established pursuant to the Declaration of Covenants, Conditions and Restrictions for Mountain Village Condominiums recorded January 10, 2007 in the official records of the Office of the Clerk and Recorder of San Miguel County, Colorado (the “**Official Records**”) at Reception No. 389462, as amended, and the Mountain Village Condominiums Map recorded January 10, 2007 in the Official Records at Reception No. 389460, in Plat Book 1 at Page 3796, as amended (the “**Map**”).

MVC is established on real property including a Lot described as:

Lot 1003R-2A, pursuant to the Replat Establishing Lot 1003R-2A and Tract OS-1-EA, recorded May 15, 2020 in the Official Records at Reception No. 463312 (“**Lot 1003R-2A**”).

B. The Town owns property adjacent to Lot 1003R-2A, to the northwest, described as:

Land Unit 1, The Village Station Land Condominiums, a Colorado common interest ownership community established pursuant to the Declaration recorded July 1, 2015 in the Official Records at Reception No. 438226, as amended, and pursuant to the Condominium Map recorded July 1, 2015 in Plat Book 1 at page 4739, Reception No. 438225, as amended (“**Land Unit 1**”).

C. TSG owns property adjacent to Lot 1003R-2A, to the west, described as:

Tract OS-1R-1, according to the Replat recorded September 10, 2014 in the Official Records at Plat Book 1 at page 4671, Reception No. 434465 (“**Tract OS-1R-1**”).

D. MVCOA has constructed a trash facility (the “**Trash Facility**”) on a portion of Lot 1003R-2A, Land Unit 1 and Tract OSP-1-R-1 as more fully depicted on **Exhibit A** attached hereto.

E. This Agreement sets forth the terms upon which the Town and TSG grant MVCOA an easement for the Trash Facility.

Agreement

Now therefore, consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. Grant of Easement. The Town and TSG hereby grant, transfer and convey to MVCOA and its successors, assigns, contractors, service providers, members, members’ tenants and authorized representatives (“**Authorized Users**”) an easement (the “**Easement**”) on and over a portion of Land Unit 1 and Tract OSP-1-R-1 as more fully depicted on **Exhibit A** attached hereto (the “**Easement Area**”), to maintain the Trash Facility in place, to access and use the Trash Facility and to maintain, repair and replace the Trash Facility.

2. Purpose. The Trash Facility is for the benefit of MVCOA and its Authorized Users. The Trash Facility shall be used by these beneficiaries in accordance with such rules and regulations as MVCOA shall promulgate.

3. Maintenance, Repair and Replacement. MVCOA shall at its sole cost and expense perform such maintenance, repair and replacement of the Trash Facility as reasonably necessary to maintain it in good and serviceable condition. MVCOA shall maintain the Trash Facility and the Easement Area in a good and clean condition, free from surrounding trash and debris. MVCOA shall ensure that all trash and recycled materials, if any, are stored and secured in appropriate containers. MVCOA shall also ensure that the trash and recycled materials, if any, are picked up on a periodic basis by a professional waste disposal company.

4. Relocation/Termination. In the event the Town requires use of the Easement Area for any reason, including but not limited to access to Land Unit 1, the Town may by, written notice to MVCOA and TSG, terminate the Easement as it pertains to Land Unit 1 and require the Trash Facility be relocated off of the Easement Area on Land Unit 1. In the event such notice is issued, MVCOA shall at MVCOA’s sole cost and expense, promptly and no later than within six (6) months of the date of such notice, remove the Trash Facility off of the Easement Area on Land Unit 1 and restore that area to the condition it was in prior to installation. MVCOA and the Town shall thereafter record an amendment to this Agreement terminating the Easement as it pertains to Land Unit 1.

5. No Mechanics Liens. MVCOA shall promptly pay all costs and expenses for the maintenance, repair, replacement, cleaning and trash and recycling services associated with the

Trash Facility. MVCOA shall allocate such costs among its members in accordance with such provisions as MVCOA shall adopt. In the event an MVCOA laborer, subcontractor or other service provider files a mechanics lien or makes any other financial claim against Land Unit 1 or Tract OSP-1-R1 arising out of or related to the Trash Facility, MVCOA shall promptly bond off any lien and shall indemnify and hold the Town and TSG harmless from and against any damages, attorneys fees, expert witness fees and costs incurred.

6. Tramway Board. The Parties acknowledge that due to the proximity of the Trash Facility to TSG Lift 10, installation of the Trash Facility will require approval from the Colorado Passenger Tramway Safety Board (the “**Tramway Board**”). The Parties acknowledge that the Tramway Board may impose conditions or revised conditions concerning the operation of Lift 10 and the Trash Facility. MVCOA agrees that in the event compliance with such conditions proves onerous to TSG, then TSG may, in its sole discretion, terminate this Easement Agreement as it pertains to Tract OS-1R-1 and require the Trash Facility be relocated off of Tract OS-1R-1. If TSG desires to terminate this Easement Agreement due to a Tramway Board condition that TSG deems onerous, TSG shall send written notice of termination to MVCOA (“**Notice to Terminate**”). In the event such Notice to Terminate is issued, MVCOA shall at MVCOA’s sole cost and expense, promptly and no later than within six (6) months of the date of such Notice to Terminate, remove the Trash Facility off of the Easement Area on Tract OS-1R-1 to a mutually agreeable location (if the new location is on TSG’s land) that does not cause such onerous conditions and restore that the Easement Area to the condition it was in prior to installation. MVCOA and TSG shall thereafter record an amendment to this Agreement terminating the Easement as it pertains to Tract OS-1R-1. MVCOA and TSG shall also enter into a new easement agreement, to the extent the Trash Facility’s new location is on TSG’s land.

7. Insurance. MVCOA shall at all times maintain commercial general liability insurance with coverage of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate covering the Easement Area. MVCOA shall provide the Town and TSG with certificates of insurance reflecting such coverage, naming the Town and TSG as additional insureds and stating that such insurance cannot be canceled without thirty (30) days prior written notice to the Town and TSG.

8. Indemnification. MVCOA shall indemnify and hold the Town and TSG harmless from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs and expenses of any kind or nature, including payment of attorneys fees, expert witness fees and costs, arising from or incurred in any way in connection with the use of the Easement Area by MVCOA and its Authorized Users.

9. Runs with the Land; Heirs, Successors and Assigns; Recordation. This Agreement and the benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land, binding and benefiting the Parties. This Agreement shall be recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado.

10. Notice. Any notice provided or permitted to be given hereunder shall be in writing and shall be performed by sending notice via (a) U.S. mail, certified, return receipt requested; (b) personal delivery; or (c) private courier. For purposes of notice, the addresses of the Parties shall be as maintained by the Colorado Secretary of State and/or the Office of the Treasurer of San Miguel County, Colorado, which are currently as follows.

If to MVCOA: Mountain Village Condominium Owners Association, Inc.
c/o Catapult Consulting, LLC
126 West Colorado Avenue (physical)
PO Box 1327 (mail)
Telluride, Colorado 81435

If to the Town: The Town of Mountain Village
Legal Department
455 Mountain Village Boulevard
Mountain Village, Colorado 81435

If to TSG: TSG Ski & Golf, LLC
Legal Department
565 Mountain Village Boulevard
Mountain Village, Colorado 81435

11. Governing Law/Enforcement. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any dispute arising out of this Agreement, the exclusive venue shall be in the Courts of San Miguel County, Colorado, and the prevailing Party shall be awarded reasonable attorneys fees, expert witness fees and costs incurred, in addition to any other relief to which such Party is entitled.

12. Entire Agreement, Waiver. This Agreement represent the entire, final and complete agreement of the Parties related to the subject matter herein and supersedes and replaces all written and oral agreements previously made or existing. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by all Parties. No waiver by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by any other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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

Trash Facility Construction License Agreement

This Trash Facility Construction License Agreement (this “**Agreement**”) is made by and between Mountain Village Condominium Owners Association, Inc., a Colorado nonprofit corporation (“**MVCOA**”), the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado (the “**Town**”); and TSG Ski & Golf, LLC, a Delaware limited liability company (“**TSG**”). MVCOA, the Town and TSG may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

Recitals

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B. The Town owns property adjacent to Lot 1003R-2A, to the northwest, described as:

Land Unit 1, The Village Station Land Condominiums, a Colorado common interest ownership community established pursuant to the Declaration recorded July 1, 2015 in the Official Records at Reception No. 438226, as amended, and pursuant to the Condominium Map recorded July 1, 2015 in Plat Book 1 at page 4739, Reception No. 438225, as amended (“**Land Unit 1**”).

C. TSG owns property adjacent to Lot 1003R-2A, to the west, described as:

Tract OS-1R-1, according to the Replat recorded September 10, 2014 in the Official Records at Plat Book 1 at page 4671, Reception No. 434465 (“**Tract OS-1R-1**”).

D. This Agreement sets forth the terms upon which the Town and TSG grant MVCOA a license to construct a trash facility on a portion of Land Unit 1 and Tract OSP-1-R-1 (the “**License Area**”).

Agreement

Now therefore, consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. Grant of License. The Town and TSG hereby grant, transfer and convey to MVCOA and its contractors (“**Authorized Users**”) a license (the “**License**”) on and over a portion of Land Unit 1 and Tract OSP-1-R-1 (the “**License Area**”) as more fully depicted on **Exhibit A** attached hereto, to construct a trash facility (the “**Trash Facility**”).

2. The Trash Facility. Attached hereto as **Exhibit B** are selected plans and specifications for the Trash Facility. MVCOA shall at MVCOA’s sole cost and expense construct the Trash Facility in general conformance with these plans and specifications and in compliance with all applicable governmental rules, regulations and building codes. MVCOA has utilized a licensed and insured architect to design the Trash Facility. MVCOA shall utilize a licensed and insured general contractor to construct the Trash Facility. The Town and TSG authorize MVCOA to apply to the Town for approval to construct the Trash Facility, including Town Design Review Board approval as well as the issuance of a building permit for the facility. MVCOA shall pursue such approval at MVCOA’s sole cost and expense. The Town and TSG shall sign any required documents evidencing such approval. MVCOA anticipates that Town approval will be granted by approximately August 15, 2021, construction will commence promptly thereafter, and the Trash Facility will be completed by approximately November 15, 2021.

3. Purpose. The Trash Facility shall be for the benefit of MVCOA and its successors, assigns, contractors, members, members’ tenants and authorized representatives. The Trash Facility shall be used by these beneficiaries in accordance with such rules and regulations as MVCOA shall promulgate. Pickup and deliveries to the grocery store (MVCOA Unit A) shall remain primarily from the loading dock adjacent to the Trash Facility.

4. Trash Facility Easement Agreement. Upon completion of the Trash Facility, the License shall terminate. Upon completion of the Trash Facility, the Parties shall execute and record the Trash Facility Easement Agreement in the form attached hereto as **Exhibit C**.

5. No Mechanics Liens. MVCOA shall promptly pay all costs and expenses for the design, Town approval and construction of the Trash Facility. MVCOA shall allocate such costs among its members in accordance with such provisions as MVCOA shall adopt. In the event an MVCOA laborer, subcontractor or other service provider files a mechanics lien or makes any other financial claim against Land Unit 1 or Tract OSP-1-R1 arising out of or related to the design, Town approval or construction of the Trash Facility, MVCOA shall promptly bond off

any lien and shall indemnify and hold the Town and TSG harmless from and against any damages, attorneys fees, expert witness fees and costs incurred.

6. Tramway Board. The Parties acknowledge that due to the proximity of the Trash Facility to TSG Lift 10, installation of the Trash Facility will require approval from the Colorado Passenger Tramway Safety Board (the “**Tramway Board**”). The Parties acknowledge that the Tramway Board may impose conditions or revised conditions concerning the operation of Lift 10 and the Trash Facility. MVCOA agrees that in the event compliance with such conditions proves onerous to TSG, then TSG may, in its sole discretion, terminate this License Agreement as it pertains to Tract OS-1R-1 and require the Trash Facility be relocated off of Tract OS-1R-1. If TSG desires to terminate this License Agreement due to a Tramway Board condition that TSG deems onerous, TSG shall send written notice of termination to MVCOA (“**Notice to Terminate**”). In the event such Notice to Terminate is issued, MVCOA shall at MVCOA’s sole cost and expense, promptly and no later than within six (6) months of the date of such Notice to Terminate, remove the Trash Facility off of the License Area on Tract OS-1R-1 to a mutually agreeable location (if the new location is on TSG’s land) that does not cause such onerous conditions and restore that the License Area to the condition it was in prior to installation. MVCOA and TSG shall thereafter execute an amendment to this Agreement terminating the License as it pertains to Tract OS-1R-1. MVCOA and TSG shall also enter into a new license agreement, to the extent the Trash Facility’s new location is on TSG’s land.

7. Insurance. MVCOA shall at all times during construction of the Trash Facility ensure that its general contractor maintains (a) commercial general liability insurance with coverage of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate covering the License Area and the Trash Facility construction activities, and (b) workers compensation insurance in at least the required statutory amounts. MVCOA shall cause its general contractor to provide the Town and TSG with certificates of insurance reflecting such coverage, naming the Town and TSG as additional insureds on the liability policy and certificate holders on the workers compensation policy and stating that such insurance cannot be canceled without thirty (30) days prior written notice to the Town and TSG.

8. Indemnification. MVCOA shall indemnify and hold the Town and TSG harmless from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs and expenses of any kind or nature, including payment of attorneys fees, expert witness fees and costs, arising from or incurred in any way in connection with the construction of the Trash Facility and use of the License Area by MVCOA and its Authorized Users.

9. Not Recorded. This Agreement shall not be recorded. As set forth above, upon completion of the Trash Facility, the Parties shall execute and record the Trash Facility Easement Agreement, in the form attached hereto as **Exhibit C**, in the Office of the Clerk and Recorder of San Miguel County, Colorado.

10. Notice. Any notice provided or permitted to be given hereunder shall be in writing and shall be performed by sending notice via (a) U.S. mail, certified, return receipt requested; (b)

personal delivery; or (c) private courier. For purposes of notice, the addresses of the Parties shall be as maintained by the Colorado Secretary of State and/or the Office of the Treasurer of San Miguel County, Colorado, which are currently as follows.

If to MVCOA: Mountain Village Condominium Owners Association, Inc.
c/o Catapult Consulting, LLC
126 West Colorado Avenue (physical)
PO Box 1327 (mail)
Telluride, Colorado 81435

If to the Town: The Town of Mountain Village
Legal Department
455 Mountain Village Boulevard
Mountain Village, Colorado 81435

If to TSG: TSG Ski & Golf, LLC
Legal Department
565 Mountain Village Boulevard
Mountain Village, Colorado 81435

11. Governing Law/Enforcement. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any dispute arising out of this Agreement, the exclusive venue shall be in the Courts of San Miguel County, Colorado, and the prevailing Party shall be awarded reasonable attorneys fees, expert witness fees and costs incurred, in addition to any other relief to which such Party is entitled.

12. Entire Agreement, Waiver. This Agreement represent the entire, final and complete agreement of the Parties related to the subject matter herein and supersedes and replaces all written and oral agreements previously made or existing. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by all Parties. No waiver by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by any other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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

14. Execution. This Agreement may be executed in counterparts. A digital copy of this signed Agreement shall be effective as an original document.

Mountain Village Condominium Owners Association, Inc.,

a Colorado nonprofit corporation

By: _____ Dated: _____
Anton Benitez, President

Town of Mountain Village,
a home-rule municipality and political subdivision of the State of Colorado

By: _____ Dated: _____
Dan Caton, Mayor Pro Tem

TSG Ski & Golf, LLC, a Delaware limited liability company

By: _____ Dated: _____
M.C. Horning, Jr., Authorized Agent



EXISTING TRASH AND LOADING AREA



DELIVERY ACCESS 1



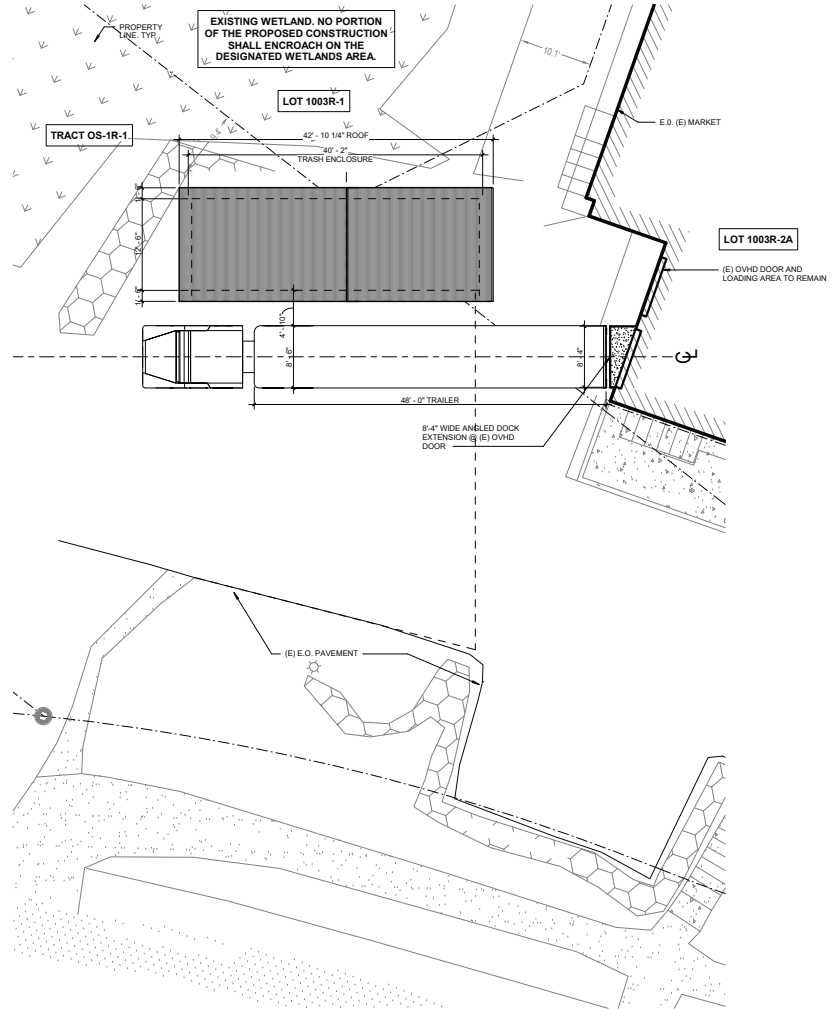
ANGLED DOCK EXTENSION



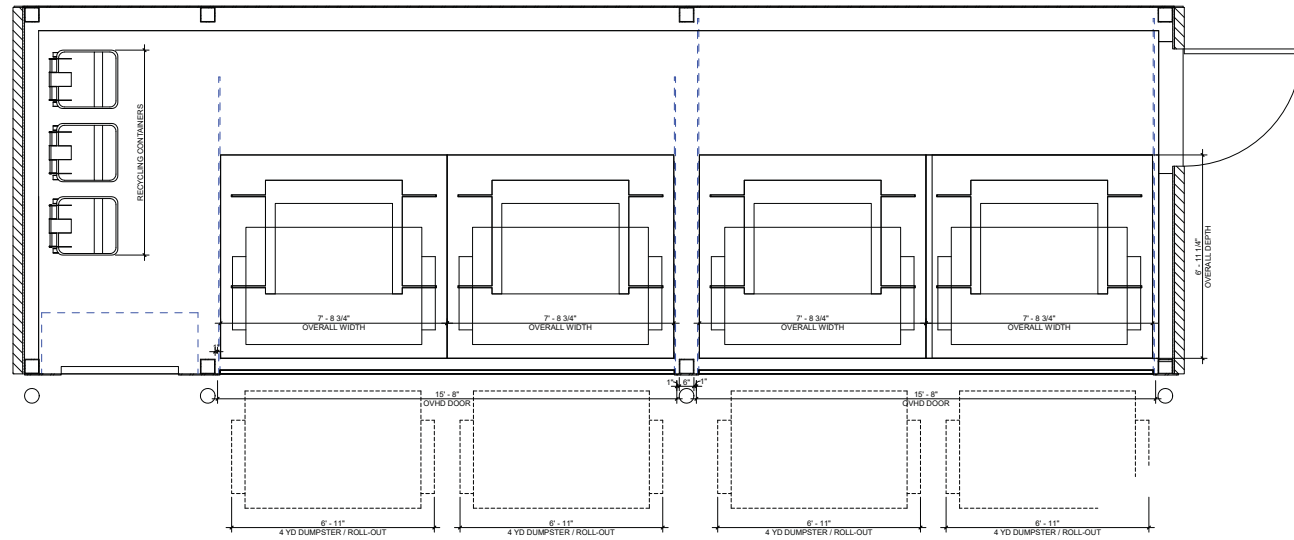
DELIVERY ACCESS 2



DELIVERY ACCESS 3



1 TRUCK ACCESS EXHIBIT
 1/8" = 1'-0"



1 EQUIPMENT LAYOUT
1/2" = 1'-0"

CANSANO

CANSANO Consulting
Denver, Telluride, CO
www.cansano.com
info@cansano.us
C: 303.832.9448

professional/psd/

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TRASH ENCLOSURE
Mountain Village Market
455 Mountain Village Blvd., Telluride, CO 81435

PROJ. NO: 2021013
DRAWN: KDA
CHECKED: AD
APPROVED: KDA
DATE: 2021/06/30
REVISIONS

© Cansano Consulting

TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
EQUIPMENT

SCALE: 1/2" = 1'-0"
SHEET NUMBER

A2.1

G:\M Drive\SS\JAMES01_A\Drawings\2021\06\13_Release\Drawings\Trash Enclosure.rvt

7/12/2021 2:20:03 PM

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TRASH ENCLOSURE
 Mountain Village Market
 455 Mountain Village Blvd., Telluride, CO 81435

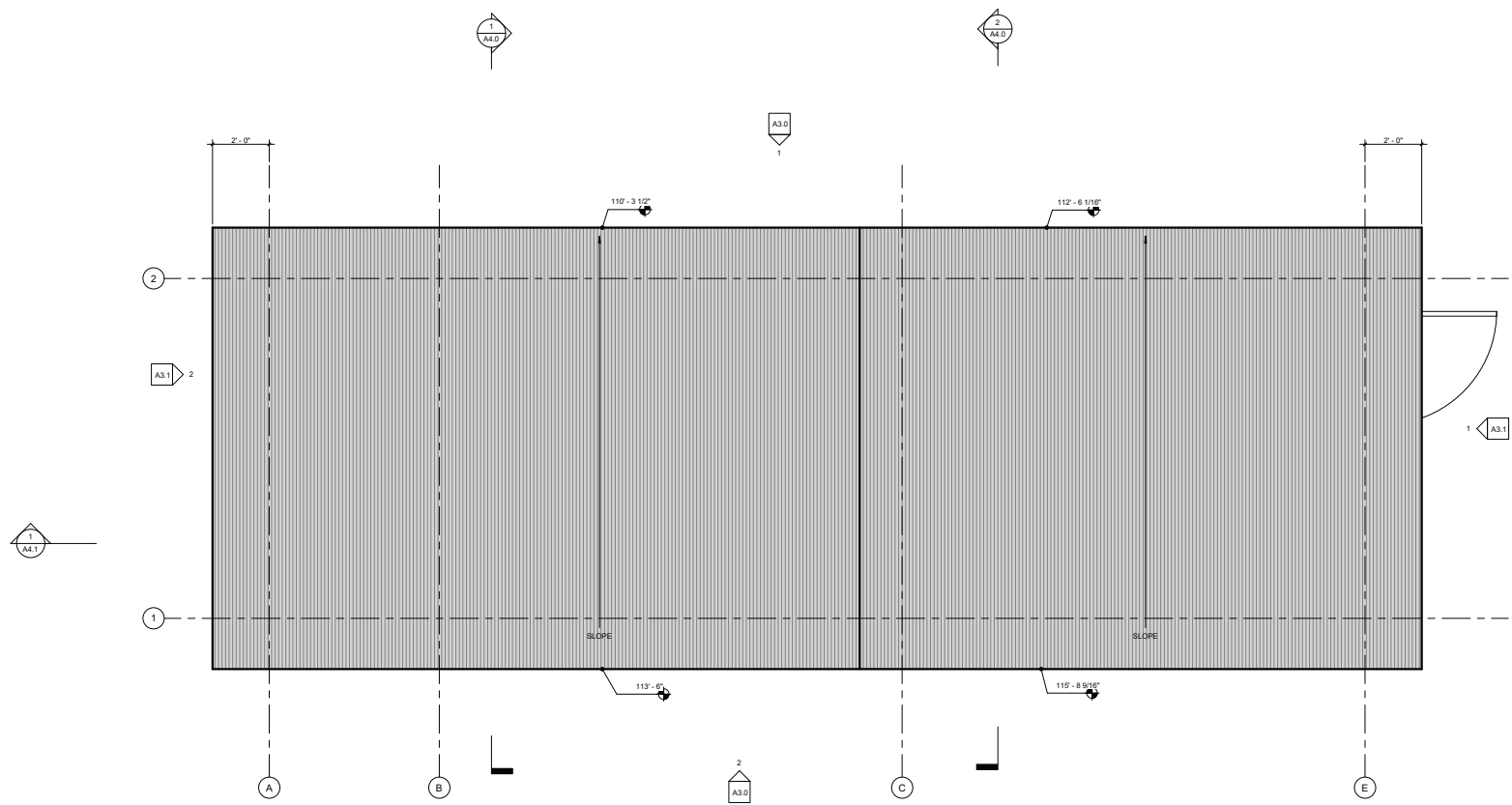
PROJ. NO. 2021013
 DRAWN: KDA
 CHECKED: AD
 APPROVED: KDA
 DATE: 2021/06/30
 REVISIONS

© Cansano Consulting

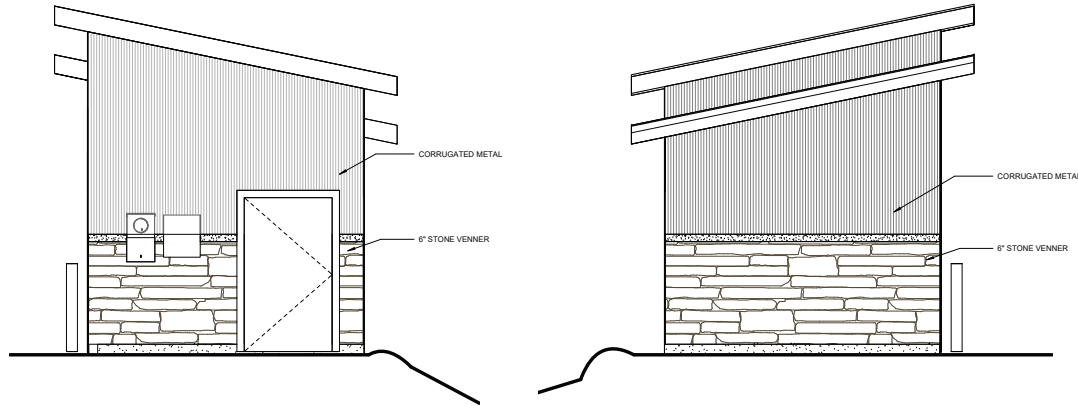
TRASH ENCLOSURE
 ISSUED FOR:
 DESIGN REVIEW BOARD
 CONDITIONAL USE PERMIT

SHEET TITLE:
 ROOF PLAN

SCALE: 1/2" = 1'-0"
 SHEET NUMBER
A2.2

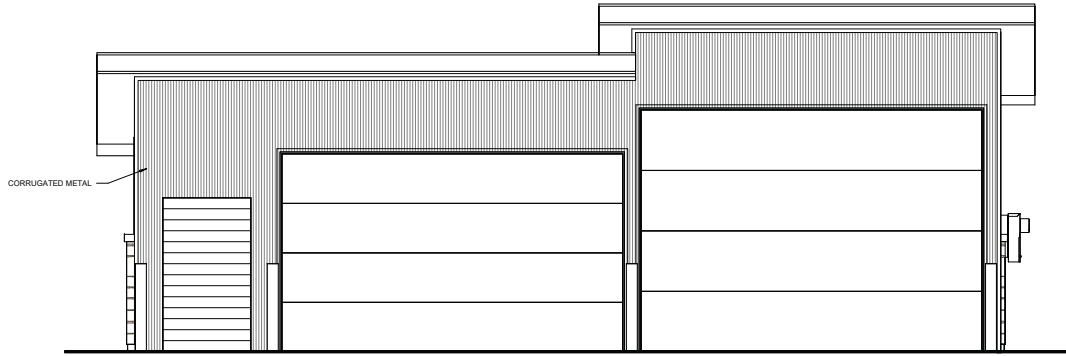


1 ROOF PLAN
 1/2" = 1'-0"

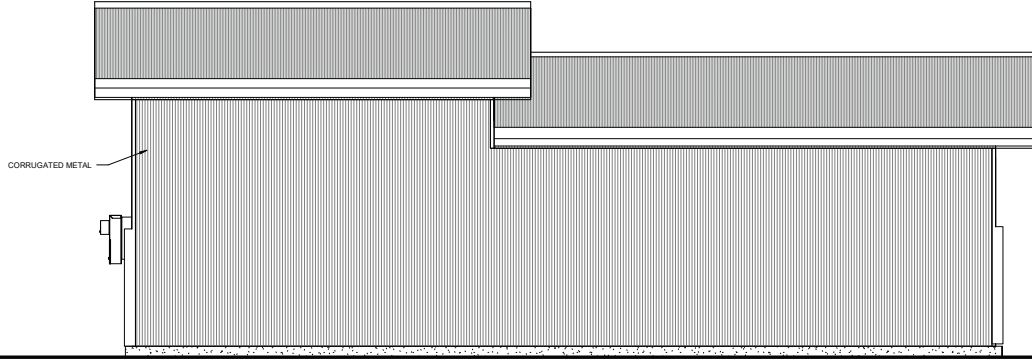


1 SE ELEVATION - RIGHT
3/8" = 1'-0"

2 NW ELEVATION - LEFT
3/8" = 1'-0"



3 SW ELEVATION - FRONT
3/8" = 1'-0"



4 NE ELEVATION - BACK
3/8" = 1'-0"

MATERIAL CALCULATIONS

NORTHEAST - BACK

Openings	
Corrugated Metal	407 SF
Stone	

SOUTHWEST - FRONT

Man Door	28 SF
Overhead Doors	327 SF
Corrugated Metal	170 SF
Stone	

NORTHWEST - LEFT

Openings	
Corrugated Metal	90 SF
Stone	67 SF

SOUTHEAST - RIGHT

Man Door	34 SF
Corrugated Metal	90 SF
Stone	42 SF

TOTALS

Overhead Doors	327 SF
Man Doors	62 SF
Corrugated Metal	757 SF
Stone	109 SF
Totals	1255 SF

PERCENTAGES

Overhead Doors	26%
Man Doors	5%
Corrugated Metal	60%
Stone	9%
Totals	100%

CANSANO

CANSANO Consulting
Denver, Colorado, CO
www.cansano.com
info@cansano.com
C-20020048

professional/psd

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TRASH ENCLOSURE
Mountain Village Market
455 Mountain Village Blvd., Telluride, CO 81435

PROJ. NO. 2105
DRAWN: KDA
CHECKED: KDA
APPROVED: KDA
DATE: JUNE 30 2021
REVISIONS

© Cansano Consulting

TRASH ENCLOSURE
ISSUED FOR:
DESIGN REVIEW BOARD
CONDITIONAL USE PERMIT

SHEET TITLE:
MATERIAL
CALCULATIONS

SCALE: 3/8" = 1'-0"
SHEET NUMBER

A6.0

LIGHT FIXTURE - OPTIONS

Existing Light Fixtures



Existing Exterior Light Fixture



Existing Trash Encl. Similar Fixture

Proposed Light Fixtures Similar to Existing



Option 1



Option 2

Proposed Light Fixtures Similar to TMV Light Poles



Option 3



Option 4



Option 5



Option 6

Proposed Extended Arm Light Fixtures



Option 7



Option 8



Option 9



Option 10

EXTERIOR MATERIALS

Existing Exterior Materials - Village Market



Stone Veneer - Wainscot

Proposed Exterior Materials - Trash Enclosure



Corrugated Metal - Walls and Roof



Stone Veneer - Wainscot

CANSANO

CANSANO Consulting

Denver, Colorado, CO
 Phone: 303.733.1111
 www.cansano.com
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professional seal

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TRASH ENCLOSURE
 Mountain Village Market
 455 Mountain Village Blvd., Telluride, CO 81435

PROJ. NO.: 2105

DRAWN: KDA

CHECKED: KDA

APPROVED: KDA

DATE: JUNE 30 2021

REVISIONS

© Cansano Consulting

TRASH ENCLOSURE
 ISSUED FOR:
 DESIGN REVIEW BOARD
 CONDITIONAL USE PERMIT

SHEET TITLE:
 MATERIAL BOARD AND
 LIGHT FIXTURES

SCALE:
 SHEET NUMBER

A6.1

Trash Facility Easement Agreement

This Trash Facility Easement Agreement (this “**Agreement**”) is made by and between Mountain Village Condominium Owners Association, Inc., a Colorado nonprofit corporation (“**MVCOA**”), the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado (the “**Town**”); and TSG Ski & Golf, LLC, a Delaware limited liability company (“**TSG**”). MVCOA, the Town and TSG may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. MVCOA is the owners association for a common interest community described as:

Mountain Village Condominiums (“**MVC**”), a Colorado common interest community established pursuant to the Declaration of Covenants, Conditions and Restrictions for Mountain Village Condominiums recorded January 10, 2007 in the official records of the Office of the Clerk and Recorder of San Miguel County, Colorado (the “**Official Records**”) at Reception No. 389462, as amended, and the Mountain Village Condominiums Map recorded January 10, 2007 in the Official Records at Reception No. 389460, in Plat Book 1 at Page 3796, as amended (the “**Map**”).

MVC is established on real property including a Lot described as:

Lot 1003R-2A, pursuant to the Replat Establishing Lot 1003R-2A and Tract OS-1-EA, recorded May 15, 2020 in the Official Records at Reception No. 463312 (“**Lot 1003R-2A**”).

B. The Town owns property adjacent to Lot 1003R-2A, to the northwest, described as:

Land Unit 1, The Village Station Land Condominiums, a Colorado common interest ownership community established pursuant to the Declaration recorded July 1, 2015 in the Official Records at Reception No. 438226, as amended, and pursuant to the Condominium Map recorded July 1, 2015 in Plat Book 1 at page 4739, Reception No. 438225, as amended (“**Land Unit 1**”).

C. TSG owns property adjacent to Lot 1003R-2A, to the west, described as:

Tract OS-1R-1, according to the Replat recorded September 10, 2014 in the Official Records at Plat Book 1 at page 4671, Reception No. 434465 (“**Tract OS-1R-1**”).

D. MVCOA has constructed a trash facility (the “**Trash Facility**”) on a portion of Lot 1003R-2A, Land Unit 1 and Tract OSP-1-R-1 as more fully depicted on **Exhibit A** attached hereto.

E. This Agreement sets forth the terms upon which the Town and TSG grant MVCOA an easement for the Trash Facility.

Agreement

Now therefore, consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. Grant of Easement. The Town and TSG hereby grant, transfer and convey to MVCOA and its successors, assigns, contractors, service providers, members, members’ tenants and authorized representatives (“**Authorized Users**”) an easement (the “**Easement**”) on and over a portion of Land Unit 1 and Tract OSP-1-R-1 as more fully depicted on **Exhibit A** attached hereto (the “**Easement Area**”), to maintain the Trash Facility in place, to access and use the Trash Facility and to maintain, repair and replace the Trash Facility.

2. Purpose. The Trash Facility is for the benefit of MVCOA and its Authorized Users. The Trash Facility shall be used by these beneficiaries in accordance with such rules and regulations as MVCOA shall promulgate.

3. Maintenance, Repair and Replacement. MVCOA shall at its sole cost and expense perform such maintenance, repair and replacement of the Trash Facility as reasonably necessary to maintain it in good and serviceable condition. MVCOA shall maintain the Trash Facility and the Easement Area in a good and clean condition, free from surrounding trash and debris. MVCOA shall ensure that all trash and recycled materials, if any, are stored and secured in appropriate containers. MVCOA shall also ensure that the trash and recycled materials, if any, are picked up on a periodic basis by a professional waste disposal company.

4. Relocation/Termination. In the event the Town requires use of the Easement Area for any reason, including but not limited to access to Land Unit 1, the Town may by, written notice to MVCOA and TSG, terminate the Easement as it pertains to Land Unit 1 and require the Trash Facility be relocated off of the Easement Area on Land Unit 1. In the event such notice is issued, MVCOA shall at MVCOA’s sole cost and expense, promptly and no later than within six (6) months of the date of such notice, remove the Trash Facility off of the Easement Area on Land Unit 1 and restore that area to the condition it was in prior to installation. MVCOA and the Town shall thereafter record an amendment to this Agreement terminating the Easement as it pertains to Land Unit 1.

5. No Mechanics Liens. MVCOA shall promptly pay all costs and expenses for the maintenance, repair, replacement, cleaning and trash and recycling services associated with the

Trash Facility. MVCOA shall allocate such costs among its members in accordance with such provisions as MVCOA shall adopt. In the event an MVCOA laborer, subcontractor or other service provider files a mechanics lien or makes any other financial claim against Land Unit 1 or Tract OSP-1-R1 arising out of or related to the Trash Facility, MVCOA shall promptly bond off any lien and shall indemnify and hold the Town and TSG harmless from and against any damages, attorneys fees, expert witness fees and costs incurred.

6. Tramway Board. The Parties acknowledge that due to the proximity of the Trash Facility to TSG Lift 10, installation of the Trash Facility will require approval from the Colorado Passenger Tramway Safety Board (the “**Tramway Board**”). The Parties acknowledge that the Tramway Board may impose conditions or revised conditions concerning the operation of Lift 10 and the Trash Facility. MVCOA agrees that in the event compliance with such conditions proves onerous to TSG, then TSG may, in its sole discretion, terminate this Easement Agreement as it pertains to Tract OS-1R-1 and require the Trash Facility be relocated off of Tract OS-1R-1. If TSG desires to terminate this Easement Agreement due to a Tramway Board condition that TSG deems onerous, TSG shall send written notice of termination to MVCOA (“**Notice to Terminate**”). In the event such Notice to Terminate is issued, MVCOA shall at MVCOA’s sole cost and expense, promptly and no later than within six (6) months of the date of such Notice to Terminate, remove the Trash Facility off of the Easement Area on Tract OS-1R-1 to a mutually agreeable location (if the new location is on TSG’s land) that does not cause such onerous conditions and restore that the Easement Area to the condition it was in prior to installation. MVCOA and TSG shall thereafter record an amendment to this Agreement terminating the Easement as it pertains to Tract OS-1R-1. MVCOA and TSG shall also enter into a new easement agreement, to the extent the Trash Facility’s new location is on TSG’s land.

7. Insurance. MVCOA shall at all times maintain commercial general liability insurance with coverage of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate covering the Easement Area. MVCOA shall provide the Town and TSG with certificates of insurance reflecting such coverage, naming the Town and TSG as additional insureds and stating that such insurance cannot be canceled without thirty (30) days prior written notice to the Town and TSG.

8. Indemnification. MVCOA shall indemnify and hold the Town and TSG harmless from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs and expenses of any kind or nature, including payment of attorneys fees, expert witness fees and costs, arising from or incurred in any way in connection with the use of the Easement Area by MVCOA and its Authorized Users.

9. Runs with the Land; Heirs, Successors and Assigns; Recordation. This Agreement and the benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land, binding and benefiting the Parties. This Agreement shall be recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado.

10. Notice. Any notice provided or permitted to be given hereunder shall be in writing and shall be performed by sending notice via (a) U.S. mail, certified, return receipt requested; (b) personal delivery; or (c) private courier. For purposes of notice, the addresses of the Parties shall be as maintained by the Colorado Secretary of State and/or the Office of the Treasurer of San Miguel County, Colorado, which are currently as follows.

If to MVCOA: Mountain Village Condominium Owners Association, Inc.
c/o Catapult Consulting, LLC
126 West Colorado Avenue (physical)
PO Box 1327 (mail)
Telluride, Colorado 81435

If to the Town: The Town of Mountain Village
Legal Department
455 Mountain Village Boulevard
Mountain Village, Colorado 81435

If to TSG: TSG Ski & Golf, LLC
Legal Department
565 Mountain Village Boulevard
Mountain Village, Colorado 81435

11. Governing Law/Enforcement. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any dispute arising out of this Agreement, the exclusive venue shall be in the Courts of San Miguel County, Colorado, and the prevailing Party shall be awarded reasonable attorneys fees, expert witness fees and costs incurred, in addition to any other relief to which such Party is entitled.

12. Entire Agreement, Waiver. This Agreement represent the entire, final and complete agreement of the Parties related to the subject matter herein and supersedes and replaces all written and oral agreements previously made or existing. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by all Parties. No waiver by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by any other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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

State of Colorado)
) ss.
County of San Miguel)

TSG Ski & Golf, LLC, a Delaware limited liability company

By: _____
M.C. Horning, Jr., Authorized Agent

The foregoing was acknowledged before me on _____ [date] by
M.C. Horning, Jr., Authorized Agent, TSG Ski & Golf, LLC, a Delaware limited liability
company.

Witness my hand and official seal.

My commission expires: _____
Notary Public _____

Michelle Haynes

Subject: FW: Trash Enclosure at Town Hall

From: Finn KJome <FKJome@mtnvillage.org>
Sent: Tuesday, June 29, 2021 3:50 PM
To: Michelle Haynes <MHaynes@mtnvillage.org>; Jim Loebe <JLoebe@mtnvillage.org>
Cc: Kim Montgomery <KMontgomery@mtnvillage.org>; John A. Miller <JohnMiller@mtnvillage.org>; pwisor <pwisor@garfieldhecht.com>; John A. Miller <JohnMiller@mtnvillage.org>
Subject: RE: Trash Enclosure at Town Hall

Michelle,
Most of your concerns really come down to enforcement. Maybe then we can get enforcement and a solid delivery plan.
Finn

From: Michelle Haynes <MHaynes@mtnvillage.org>
Sent: Tuesday, June 29, 2021 3:27 PM
To: Jim Loebe <JLoebe@mtnvillage.org>; Finn KJome <FKJome@mtnvillage.org>
Cc: Kim Montgomery <KMontgomery@mtnvillage.org>; John A. Miller <JohnMiller@mtnvillage.org>; pwisor <pwisor@garfieldhecht.com>; John A. Miller <JohnMiller@mtnvillage.org>
Subject: Trash Enclosure at Town Hall

Loebe and Finn:

I am scheduling the conditional use permit for the trash enclosure for August DRB then August Town Council. Sending the Town Council notification shortly.

Attached is a revised site plan that shows the building outside of the limits of the wetland.

I have a few concerns that we continue to see double stacked trucks parked in front of the building that hinders traffic flow.

I would like to know how either of you think about any of the following concepts.

- 1) Only allow inbound traffic from the west for large trucks that are servicing the grocery store and limit resident and vehicles to outbound only from the west entrance. This would require signage and retraining residents, visitors and delivery trucks
- 2) Does the sidewalk need to be removed in that location to accommodate the large truck deliveries?
- 3) Do we need to make any modifications to the associated parking in that area to accommodate large truck deliveries? Is this even a possibility given our parking agreement? (I suspect the answer is no)
- 4) Do we need to be more clear about deliveries and where they stage and when to avoid the bottleneck in the front of the building? We can integrate this into the CUP agreement as a condition of approval.

Kim, do we need to address use and cost sharing as part of this application? Has that been handled in the background?

Michelle Haynes

Subject: FW: Referral for the Conditional Use Permit for a Trash Facility for the Town Hall Subarea - Market

From: Jim Loebe <JLoebe@mtnvillage.org>

Sent: Monday, June 14, 2021 4:23 PM

To: Michelle Haynes <MHaynes@mtnvillage.org>; Finn KJome <FKJome@mtnvillage.org>; Drew Harrington <DHarrington@mtnvillage.org>

Cc: John A. Miller <JohnMiller@mtnvillage.org>; Kim Montgomery <KMontgomery@mtnvillage.org>

Subject: RE: Referral for the Conditional Use Permit for a Trash Facility for the Town Hall Subarea - Market

Hi Michelle,

Thank you for including me on this. My comments are as follows:

1. It will be interesting to see how the tramboard rules on the variance request. My guess is that they will want both sprinkling and non-combustible materials.
2. Same concern you have - Looking at the plans this really pinches the loading dock. Many of the trucks use the parking lot proper for deliveries as is. I hope this doesn't push even more delivery traffic into an already overloaded Lot A because the dock is simply too hard to navigate. We should absolutely address delivery traffic in this agreement.
3. I'd add the Chief to this list.
4. The Market has been a questionable (I'm being nice here) steward of the existing trash enclosure, the parking lot, and the common spaces all around the market. Town staff are constantly fetching shopping carts, picking up cigarette butts and trash left behind by their employees, and pulling garbage out of the wetlands behind the trash enclosure. This may be an opportune time to address these issues.

Jim Loebe

Transit Director and Director of Parks and Recreation

Town of Mountain Village

O::970.369.8300

M::970.729.3434

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Email Signup](#)

For information about The Town of Mountain Village's response to COVID-19 (Coronavirus), please visit townofmountainvillage.com/coronavirus/

Si Usted necesita comunicarse conmigo y necesita servicio de traducción al español, simplemente háganoslo saber y podemos proporcionar tal servicio.

From: Michelle Haynes <MHaynes@mtnvillage.org>

Sent: Monday, June 14, 2021 3:59 PM

To: Finn KJome <FKJome@mtnvillage.org>; Jim Loebe <JLoebe@mtnvillage.org>; Drew Harrington <DHarrington@mtnvillage.org>

Cc: John A. Miller <JohnMiller@mtnvillage.org>; Kim Montgomery <KMontgomery@mtnvillage.org>

Subject: Referral for the Conditional Use Permit for a Trash Facility for the Town Hall Subarea - Market

Michelle Haynes

Subject: FW: Mountain Village Market - Trash Enclosure Draft Plans
Attachments: Cansano_Trash Encl Bldg-TMVOA-M_SD Progr Set-GB-rev_05-19-21 2.pdf

From: Drew Harrington <DHarrington@mtnvillage.org>
Sent: Friday, May 21, 2021 9:24 AM
To: Michelle Haynes <MHaynes@mtnvillage.org>; pwisor <pwisor@garfieldhecht.com>
Subject: RE: Mountain Village Market - Trash Enclosure Draft Plans

As is the building would have to be constructed of non combustibile materials 2 hour fire rating on both sides of the exterior walls. And any existing buildings within 10 feet would also need to be of non combustibile 2 hour construction.

Drew Harrington
CBO Chief Building Official
Building Department
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435
O :: 970.369.8251
C:: 970.708.7537
F :: 970.728.4342

For information about The Town of Mountain Village's response to COVID-19 (Coronavirus), please visit townofmountainvillage.com/coronavirus/

Website for CommunityCore for Contractors: <https://app.communitycore.com/app/account/login>

Exhibit B.4.

From: [Brian Eaton](#)
To: [Michelle Haynes](#)
Subject: Trash Enclosure
Date: Monday, July 26, 2021 8:30:51 AM

Dear Michelle:

Regarding the planning permit for an enlarged trash enclosure next to Town Hall, that area is a wetland mitigation project that the Town agreed to with the EPA and Army Corps of Engineers during the construction of Town Hall and its parking lot. Please be advised that the enlarged trash enclosure would violate the wetland mitigation project, permit number SPK-2005-75097 dated March 5, 2005. EPA and Army Corps representatives were out here in 2015 revisiting that site and one of the attendees forwarded me the agreement and mitigation plan.

Additionally, the wetlands setback guidelines require a 10 foot setback.

Regards,

Brian Eaton Sent from my iPad

Michelle Haynes

To: John A. Miller
Subject: RE: MVCOA / Town / TSG - Trash Facility - DRB conditions to approval

-----Original Message-----

From: Solomon, Stefanie <ssolomon@tellurideskiresort.com>
Sent: Thursday, July 29, 2021 11:37 AM
To: 'Joe Solomon (jsolomon@montrose.net)' <jsolomon@montrose.net>
Cc: jproteau@tellurideskiresort.com; John A. Miller <JohnMiller@mtnvillage.org>
Subject: MVCOA / Town / TSG - Trash Facility - DRB conditions to approval

Joe,

I have forwarded the attached two agreements to Chuck with the advice that we are comfortable with him signing both the license and easement agreements, with the understanding that DRB will place the following conditions on its approval of the Trash Facility:

1. The Tramway Board must grant a variance to allow the trash facility in its proposed location near Lift 10;
2. If the Tramway Board places any conditions on its approval of the variance, such conditions of approval must not be unreasonable or onerous in TSG's sole and absolute discretion. TSG will need to approve any Tramway Board conditions prior to the start of construction. We will not have this information until after the Tramway Board meets in mid-September.

Thanks, Stefanie

Stefanie C. Solomon, General Counsel
TSG Ski & Golf, LLC
565 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-7318 (direct)
ssolomon@telski.com

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR A TRASH ENCLOSURE ON A PORTION OF ACTIVE OPEN SPACE OS-1-R1

Resolution No. 2021-0819-

- A. Telluride Ski and Golf, Mountain Village Owners Association (“TMVOA”) and the Town of Mountain Village (collectively, the “Owners”) are the owners of record of real property described respectively as (i) OS 1-R1, (ii) Lot 1003R-2A (Town Hall Buildings) and (iii) Land Unit 1, The Village Station Condominiums (also referred to as 1003R-1, and, together with OS1-R1 and the Town Hall Buildings, the “Property”).
- B. TMVOA (“Applicant”) submitted an application for a conditional use permit for a trash enclosure that serves the Mountain Village Condominium Owners Association (MVCOA) (“Application”).
- C. The proposed development is in compliance with the provisions of sections 17.4.14 and 17.4.16 of the Community Development Code (“CDC”).
- D. The Design Review Board (“DRB”) considered the Application, along with evidence and testimony, at a public meeting held on August 5, 2021. Upon concluding their review, the DRB recommended approval of the Application by a unanimous vote of 7 to 0 to the Town Council subject to certain conditions.
- E. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates on the Town website, and by mailing of public notice to property owners within four hundred feet (400') of the Property, as required by the public hearing noticing requirements of the CDC.
- F. After the public hearings referred to above, the DRB and the Town Council each individually considered the Application’s submittal materials, and all other relevant materials, public letters and public testimony, and approved the Application with conditions as set forth in this Resolution.
- G. The Owner has, agreed to address, all conditions of approval of the Application imposed by Town Council.
- H. The Town Council finds the Applications meets the conditional use permit criteria for decision contained in CDC Section 17.4.14(D) as follows:

Conditional Use Permit Criteria:

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

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

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A CONDITIONAL USE PERMIT TO APPROVE A TRASH ENCLOSURE ON A PORTION OF ACTIVE OPEN SPACE OS-1-R1 AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:

Be It Further Resolved that the Property may be developed as submitted in accordance with this Resolution No. 2021-0819

Section 1. Conditions of Approval

- 1) A variance from the tramway board must be approved for the location of the trash enclosure within a perimeter of the ski lift and airspace prior to issuance of a building permit.
- 2) Applicant shall provide a detailed trash and delivery plan for the market assuring that the primary deliveries and pickups will continue to occur from the loading dock and not create any nuisance or hazard by forcing deliveries to the front of the store.
- 3) Associated use, location and cost sharing agreements will be executed to the satisfaction of the respective parties, including the Town, prior to the issuance of a Certificate of Completion and include and may not be limited to the easement agreement.
 - a. Applicant shall assure that the trash enclosure will be modified or relocated should the town develop Land Unit 1, the Village Station Condominiums in the future and written into the easement agreement.
- 4) The Conditional Use Permit granted herein remains valid for a ten-year period at which time it may be reapplied for. Staff reserves the right to revisit the trash and delivery plan on an as needed basis in the event the Town receives complaints or similar communications related to trash pickup and delivery.
- 5) The Town Council may periodically review the terms of the Conditional Use Permit with the owner to address issues or concerns with the intent that delivery and trash management continue to be mitigated. The Town reserves the right to impose additional conditions to mitigate impacts at the Town Council's sole and absolute discretion and/or the ability to revoke or suspend this Conditional Use Permit upon a violation of any conditions.
- 6) Applicant is hereby required to mitigate and avoid disturbance of wetlands as a requirement of approval consistent with town regulations.

Section 2. Resolution Effect

- A. This Resolution shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the resolutions repealed or amended as herein provided and the same shall be construed and concluded under such prior resolutions.

- B.** All resolutions, of the Town, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

Section 3. Severability

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

Section 4. Effective Date

This Resolution shall become effective on August 19, 2021 (the “Effective Date”) as herein referenced throughout this Resolution.

Section 5. Public Hearing

A public meeting on this Resolution was held on the 19th, Day of August, 2021 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435 at which Council considered evidence and took testimony on the proposed Conditional Use Permit.

Approved by the Town Council at a public hearing held on August 19, 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



Agenda Item No. 12
**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

TO: Mountain Village Town Council

FROM: John Miller, Senior Planner

FOR: Regular Town Council Meeting; August 19, 2021

DATE: August 10, 2021

RE: Second Reading, Public Hearing, and Council vote on, an Ordinance approving a density transfer and rezone at Lot 30, 98 Aspen Ridge, to Increase the Condominium Density from Nine (9) Condominium Zoning Designation Units and Two (2), Employee Condominium Zoning Designation Units to Sixteen (16) Condominium Zoning Designation Units and Four (4) Employee Condominium Zoning Designation Units pursuant to Community Development Code Sections 17.4.9 & 17.4.10. ***There have been edits to this report since first reading***

PROJECT GEOGRAPHY

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

Address: 98 Aspen Ridge
Owner: AVVENTURA LLC
Zoning: Multi-Family Zone District / Commercial, Condo, Employee Apartment
Existing Uses: Commercial/Employee Apartment
Proposed Uses: Condominium/Employee Condominium
Lot Size: 0.60 acres
Adjacent Land Uses:

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

ATTACHMENTS

- Exhibit A: Referral Comments
- Exhibit B: Narrative
- Exhibit C: Plan Set
- Exhibit D: Public Comments
- Exhibit E: Resolution 2018-0215-04

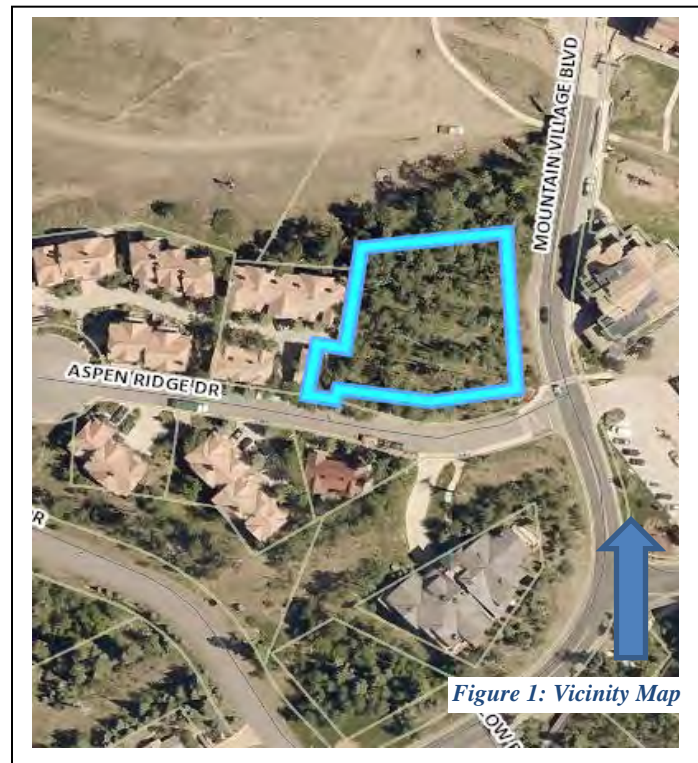


Figure 1: Vicinity Map

CASE SUMMARY: Timothy Losa of Zehren and Associates (Applicant), acting on behalf of Avventura, LLC (Owner) is proposing a new multi-family development located at Lot 30, 98 Aspen Ridge. As part of the original request, the Applicant proposed a Density Transfer and Rezone to increase the condominium density on Lot 30 from nine condominium units and two employee apartment units to sixteen condominium units and three employee condominium units. The approximate 43,000 square foot multi-family development includes proposed common area amenities such as a concierge, lounge, ski and bike lockers, hot tub, and exercise area – which are housed in a 3,215 sq ft. clubhouse facility.

At the July 1, 2021 hearing, Town Council requested that the Applicant revise the plans for Building 100 to accommodate four employee condominiums for a total of five employee condominium units at Lot 30. The plans have not been revised to demonstrate this additional unit, but staff feels comfortable that the Town Council can require, as a condition of approval, that those revisions be provided to Town Planning Staff as part of the building permitting. as this modification would simply require a retrofitting of the space to accommodate the additional unit. It will also be important that the floor layout of these units be reviewed and approved by the Mountain Village Housing Authority prior to building permitting.

In order to provide the additional employee condominium units, the Applicant is requesting that the Town of Mountain Village create two units of Employee Condominium Density and assign it to Lot 30 as part of the Density Transfer request. Additionally, it should be noted that the increase in Employee Condominium Density has triggered additional parking requirements that should be addressed by Town Council as part of this request (discussed below).

Applicable CDC Requirement Analysis: The applicable requirements cited may not be exhaustive or all-inclusive. The Applicant is required to follow all requirements even if an applicable section of the CDC is not cited. *Please note that Staff comments will be indicated by Italicized Text.* Below is a table setting forth the existing and proposed zoning of the project and associated densities:

Table 1: Existing and Proposed Zoning/Densities

Lot	Acreeage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Zoned Density						
30	0.60	Multi-Family	Condominium	9	3	27
			Employee Apartment	2	3	6
			Commercial	1		
Total Zoned Density:				11		33
Proposed Density						
			Condominium	16	3	48
			Employee Condominium	4**	3	12
			Commercial	n/a	n/a	n/a
Total Density after Transfer and Rezone				19		60

**The Employee Condominium Density was increased by one unit at the request of Town Council.

Staff Note: The proposal will result in an increase in density of 27 person equivalents. The applicant is requesting that the existing Building 100 be rezoned from Commercial and Employee Apartment designations to four Employee Condominium Designations. With that, the Applicant is requesting that the Town create the two needed employee condominium units in accordance with Section 17.3.7. As commercial density does not have any per person equivalent, there is no net effect to density limitations from the removal of the unit. The density transfer and rezone application however also facilitates tracking any changes to total commercial area which is important for TMVOA dues purposes, the town's commercial square footage inventory, and the town's workforce housing inventory.

CRITERIA, ANALYSIS AND FINDINGS

The criteria for decision for the board to evaluate a rezone that changes the zoning designation and/or density allocation assigned to a lot is listed below. The following criteria must be met for the review authority to approve a rezoning application:

(***) : Indicates irrelevant text or sections of the CDC have been edited to reduce the length

17.4.9: Rezoning Process

(***)

3. Criteria for Decision: (*)**

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

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

The 2017 amendment to the Comp Plan provided that "the owner of Lot 30 may elect to bring forth to the Town an application, meeting all submittal requirements of the Town's Community Development Code to develop Lot 30 independently or jointly as Parcel M. The Town Council shall have the sole discretion after receiving a recommendation from the Design Review Board, pursuant to the [CDC] to determine if any proposed development scenario other than a by-right development scenario is in the best interest of the community and whether such a scenario is appropriate for development independently on Lot 30 or requires the incorporation of the whole or part of the Parcel M property. The Town Council shall consider the Community Development Code requirements as well as the Comprehensive Plan principles and policies in making such a determination."

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

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

Staff Finding: Lot 30 is zoned multi-family, a zoning designation that is intended to provide higher density multi-family uses limited to multi-family dwellings, hotbed development, recreational trails, workforce housing, and similar uses. The

proposed development generally meets the Land Use Requirements of the Community Development Code (CDC) for things like Building Heights and Lot Coverage, but the increased Employee Condominium Unit requested by Council has resulted in a parking deficiency that must be resolved prior to final design review approval.

Each condo and employee condo unit requires 1.5 units of parking. The 16 free market condo units will require a total of 24 spaces, and the 4 deed restricted units will require a total of 6 spaces. The applicant is also required to provide short term parking for things like deliveries and HOA use, and the Applicant has indicated that they will provide at least one space for this. The Applicant is currently proposing a total of 35 total spaces, but the configuration of the spaces results in a deficiency of 1 space required for the additional employee condo requested by Town Council.

The CDC does allow for the Applicant to propose an Alternative Parking Requirement, stating that “the town recognizes the minimum parking requirements set forth in this section are based on standard parking requirements applied in similar jurisdictions, and that parking demands for a use may change over time due to changes in key variables that impact the amount of required parking, such as the number of people travelling to town by airplanes and mass transit ground transportation”. In order to propose an alternative parking requirement, the Applicant must demonstrate that the proposed parking shall be sufficient to serve the proposed uses, and that the alternative parking requirements are not detrimental to public health, safety, and welfare.

Alternative parking requirements may be approved by the review authority for class 3, 4 or 5 development applications. Given that the Town Council is the review authority for Class 4 Density Transfer and Rezone and the DRB is the review authority for the concurrent Class 3 Design Review, staff recommends that the Town Council direct the DRB to, at minimum, grant the Alternative Parking requirement based on the requested additional employee condo unit to allow for a waiver of the 1 required parking space. The Applicant has provided a parking analysis per the CDC requirement that demonstrates parking demand for Dense Multi-Use buildings near public transit and provides that 1.2 spaces per dwelling unit is typical. This would result in a total requirement of only 24 spaces less the HOA short term spaces and would otherwise be well under the proposed parking shown in the current design plan.

The Applicant can only be required to provide the 4th unit at such time as Applicant has been able to obtain approval from Town Council and the DRB for the waiver of one additional parking space related to the 4th employee unit.

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

Staff Finding: See staff discussion above under 3(a).

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

Staff Finding: The project is located within an area identified for future development, but the Council must determine that this proposal is consistent with the public health, safety, and welfare of the surrounding community. At the 1st

reading of this item, the council expressed general comfort with the proposal and were confident that it would not impact public health, safety, or welfare, and was an efficient and economical use of land.

- e. The proposed rezoning is justified because there is an error in the current zoning, [and/or] there have been changes in conditions in the vicinity [and/] or there are specific policies in the Comprehensive Plan that contemplate the rezoning;

Staff Finding: Due to the high-density development within the Village Core and its juxtaposition with the multi-family zoning of Aspen Ridge, the future development of Lot 30 will serve as a transitional area between the two. Specific policies within the Comprehensive Plan as amended in 2017 contemplate this transitional development pattern but specifies that Town Council at its sole discretion must make this determination.

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

Staff Finding: Given Lot 30's location, there doesn't appear to be any required utility extensions to the site and staff anticipates the impact to be minimal on public facilities and services.

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

Staff Finding: The rezoning does not appear to create vehicular or pedestrian circulation hazards. The parking requirements for delivery areas have been addressed as part of the updated application materials and the site plan now demonstrates an unloading and loading zone adjacent to the entry drive. As part of the staff referral comments, the Parks and Recreation Director requested pedestrian improvements on Aspen Ridge and Mountain Village Boulevard, but it should be noted that in order to accomplish this, it would require consent from the owner of Tract OS1AR3.

Access is proposed from Aspen Ridge rather than Mountain Village Boulevard and the Public Works Director has weighed in on this and feels that access off of Aspen Ridge is preferable for the Town.

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

Staff Finding: If Town Council determines the alternative parking requirement to be appropriate, then upon granting of the waiver of the 1 additional parking space the application meets all applicable regulations and standards as addressed within this memo.

17.4.10: Density Transfer Process

(***)

D. Criteria for Decision

(***)

- 2. Class 4 Applications. The following criteria shall be met for the Review Authority to approve a density transfer.

- a. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
Staff Finding: The Applicant has met the criteria for decision for rezoning as provided above.
- b. The density transfer meets the density transfer and density bank policies; and
Staff Finding: The application meets all applicable density transfer and density bank policies. The owner of Lot 30 owns all of the required density necessary for this proposal absent the additional employee condominium density requested to be created by Town Council.
- c. The proposed density transfer meets all applicable Town regulations and standards.
Staff Finding: The application meets all applicable regulations and standards.

Section 17.3.8 Density Transfer and density Bank Policies.

Section 17.3.8 states the following:

“If all of the density assigned to a lot is not utilized as a part of a subdivision, rezoning, design review or other process as provided for in the CDC, such unused density shall be transferred to the density bank except for workforce housing density that must be built on a site as provided for in the workforce housing requirements set forth below.”

Staff recommends a timeframe be established to assure that the third and fourth employee condominiums are constructed within a reasonable timeframe such as three to five years after the initial Certificate of Occupancy for the project as workforce housing density cannot be transferred into the density bank but rather must be built onsite.

DESIGN REVIEW BOARD RECOMMENDATION: The Design Review Board reviewed the application for rezone and density transfer for Lot 30 at their July 1, 2021, Regular Meeting and voted unanimously to recommend approval to Town Council as written.

At the August 5, 2021, DRB meeting, the DRB continued the Final Architectural Review to October due to concerns related to parking.

RECOMMENDATION: Based on the above findings within this memo of record, staff finds that the application meets the requirements of the CDC and criteria for decision listed in the CDC to approve a Density Transfer and Rezone.

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

Motion of Approval: I move to approve a second reading of an Ordinance regarding the rezone and density transfer application pursuant to CDC Sections 17.4.9 & 17.4.10 of the Community Development Code, rezoning the existing uses on Lot 30 to Employee Condominium, and increasing the total Density on the site from 9 condominium units, two employee apartments, and commercial space, to 16 condominium units and 4 employee condominiums, and direct the DRB to allow for an Alternative Parking Requirement to waive 1 parking space due to the increased employee condominium unit density required by Town Council. This motion is based on the staff report of record dated August 10, 2021, with the following findings and conditions:

Findings:

1. The Town Council finds that the proposed alternative parking requirements shall provide sufficient parking spaces to serve the proposed use and directs the DRB to waive the requirement for 1 additional required space under the current parking regulations, Table 5-2, Section 17.5.8 of the CDC.

Conditions:

1. The Ordinance shall indicate the change in commercial space and the size of the converted employee condominiums in square feet.
2. Prior to the issuance of a building permit, the Applicant shall submit proposed floorplans for Building 100 to the Town of Mountain Village Housing Authority for review and approval. The Applicant shall simultaneously provide these plans to the Planning Division for the appropriate design review approval for the conversion of the existing commercial space into 2 additional residential units.
3. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.
4. The Lot list shall be updated to reflect one built employee condominium, 3 unbuilt employee condominiums, and 16 unbuilt condominiums assigned to the Lot.
5. Town of Mountain Village Deed Restrictions for each built unit shall be executed prior to the issuance of a Certificate of Occupancy per Section 17.3.9 consistent with the requirements found at CDC Section 17.3.9.
6. The Owner of Lot 30 shall enter into a development agreement with the Town of Mountain Village to specify that all unconstructed employee condominium density assigned to Lot 30 must be constructed and completed within 5 years of the issuance of a Certificate of Occupancy for 98 Aspen Ridge.
7. Prior to the issuance of a Certificate of Occupancy, the Owner of Lot 30 enter into a development agreement memorialize the underlying parking requirements per unit and designating that all parking at Lot 30 shall not be sold or otherwise conveyed away from the LCE or GCE of the development.
8. Town of Mountain Village 1997 Deed Restrictions for each built unit shall be executed prior to the issuance of a Certificate of Occupancy per Section 17.3.9 consistent with the requirements found at CDC Section 17.3.9.
9. The Owner of Lot 30 shall enter into a development agreement with the Town of Mountain Village to specify that all unconstructed employee condominium density assigned to Lot 30 must be constructed and completed within 5 years of the issuance of a Certificate of Occupancy for 98 Aspen Ridge.
10. Prior to the issuance of a Certificate of Occupancy Condominium Map and Declarations addressing Section 17.5.8 of the CDC shall be provided to the Town for review.

This motion is based on the evidence and testimony provided at a public meeting held on August 19, 2021, with notice of such meeting as required by the Community Development Code.

John A. Miller

From: Finn KJome
Sent: Monday, June 21, 2021 3:30 PM
To: John A. Miller
Subject: RE: Lot 30 Staff Referral Comments

Hi John,

Hopefully this email will be clear direction for the applicant. Public Works does not want a curb cut for Lot 30 off of Mountain Village Blvd. Access to Lot 30 must come from Aspen Ridge Drive. Public Works has reviewed the most recent site plan for Lot 30, ASP1.02 and has found the access and the delivery area acceptable on Aspen Ridge.

Finn

Finn KJome
Public Works Director
Town of Mountain Village

From: John A. Miller <JohnMiller@mtnvillage.org>
Sent: Friday, June 18, 2021 10:44 AM
To: Finn KJome <FKJome@mtnvillage.org>
Subject: FW: Lot 30 Staff Referral Comments

Hey Finn –

The Lot 30 development team has requested some clarification of your comments related to the access on Aspen Ridge. Is there any way you could provide some more detail on the access preference, and if the town does in fact want access to be taken off of aspen ridge?

Thanks,

J

John A Miller III
Senior Planner
Planning & Development Services
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435
O :: 970.369.8203
C :: 970.417.1789

Review comments by TOMV staff forester, Michael Otto

New Single Family home located at Lot 163RC, 105 Prospect Creek.

https://townofmountainvillage.com/site/assets/files/34871/163rc_website_and_referral_packet.pdf

Diversity of planting clause is not met. 8 bristlecone pine of 35 trees = 22-23%.

New Multi-Family Condo Building located at Lot 30, 98 Aspen Ridge.

https://townofmountainvillage.com/site/assets/files/34830/lot_30_dr_and_dtrz_referral_packet.pdf

A landscaping plan is not provided. Landscaping will be addressed in detail as part of the second design review.

A wildfire mitigation plan has not yet been provided. Because of the size of construction related to the size of the lot, zone 1 designation would extend onto adjacent open space.

Single Family Home located at Lot 165-7, 170 Cortina Drive.

https://townofmountainvillage.com/site/assets/files/34872/lot_165-7_website_and_referral_packet.pdf

Wildfire mitigation plan and landscape plan are not included.

Single Family Home located at Lot 325, 430 Benchmark Drive.

https://townofmountainvillage.com/site/assets/files/34873/lot_325_website_and_referral_packet.pdf

A landscape plan is not yet provided. It will be submitted with the Final Architecture Review plan. Because the primary goal of the landscape plan is to retain as much existing vegetation as possible, I would recommend exempting live Aspen removal from Zone 1 requirements.



TELLURIDE FIRE PROTECTION DISTRICT

Scott Heidergott, Fire Marshal

Address: Lot 30 98 Aspen Ridge
Mountain Village, CO 81435

Architect: Zehren and Associates, Inc.

- 1) The structure shall require a monitored sprinkler system in compliance with NFPA 13R.
- 2) A Fire Department Connection installed on one side of the porte cochere. 4.5" Storz fitting.
- 3) Porte cochere height shall meet IFC 503.2.1 Dimensions.
- 4) The address numbers shall be reflective coated or outlined with a reflective coating.
- 5) Knox Box installed 60" from grade above the FDC.

John A. Miller

From: Jim Loebe
Sent: Monday, April 19, 2021 7:23 AM
To: John A. Miller
Cc: Finn KJome
Subject: Re: Lot 30, 98 Aspen Ridge Referral Packet for May 6 DRB

Hey John,

I know there's a swath of TSG open space between lot 30 and the blvd, but we really want to make sure that we get a real sidewalk between Aspen Ridge Road and the bridge out of the developer. It would be great if we could tie into the trail down to the peaks too. This may already be addressed in the packet. I didn't go that deep.

Thanks!

Jim Loebe
Transit Director
Town of Mountain Village
jloebe@mtnvillage.org
W 970 369 8300
C 970 729 3434

On Apr 16, 2021, at 3:31 PM, John A. Miller <JohnMiller@mtnvillage.org> wrote:

Good Afternoon All –

Please find the following referral for a New Multi-Family Condo Building located at Lot 30, 98 Aspen Ridge. There is also a concurrent request to increase the density of the site for a total of 16 units and 2 employee units. This item will be heard by the DRB at the May 6 hearing with council hearings later in May and June.

1. Multi-Family, Lot
30: https://townofmountainvillage.com/site/assets/files/34830/lot_30_dr_and_dtrz_referral_packet.pdf

Please let me know if there are any questions or concerns.

Best,
J

John A Miller III
Senior Planner
Planning & Development Services
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435
O :: 970.369.8203
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To: John Miller,
From: Bill Frownfelter, P.E., SEH Senior Engineer
Paul O'Neil, P.E., SEH Senior Engineer
Date: July 8, 2021
Re: Lot 30 Development Submittal, Town of Mountain Village

Background – Avventura, LLC. submitted an application for development of Lot 30, Town of Mountain Village for development of 16 Condominium Units and 3 Workforce Housing Units. In conjunction with this application SEH, Mountain Village Town Engineer, was tasked with commenting on the (1) traffic generation calculations, (2) required parking and loading areas, and (3) access to the property.

Traffic Generation – Anticipated Traffic Generation is presented on sheet 30 of the Revised DRB Submittal, prepared by Zehren and Associates, Inc. and dated March 16, 2021. The proposed project will have minimal impact on the Peak hour rates as shown by the Zehren analysis on Sheet 30. However, the Average Daily Traffic (ADT) will increase to 66 trips from 30 trips using the proposed Recreation Home (ITE code 260) vs Small office building (ITE code 712). When analyzing traffic, it is typically most important to evaluate the peak hours which Zehren has done and although the ADT will double the impact on traffic to the neighborhood should be minimal.

Required Parking – Anticipated Parking Generation is presented on sheet 29 of the Revised DRB Submittal, prepared by Zehren and Associates, Inc. and dated March 16, 2021. The proposed parking rates are based upon 1.5 spaces per unit outside the Village Center and 1 space per unit inside the Village Center in accordance with Section 17.5.8 of the Town of Mountain Village Community Development Code. Zehren has evaluated both the requirements due to the proximity of Lot 30 to the boundary of the Village Center. The proposed parking spaces which will be provided is 33 which would exceed the more onerous requirements of outside of the Village Center by 3.5 spaces. Additionally, the proposed development intends to utilize tandem parking for 20 of the spaces utilizing the provision for 24-hr valet or key lockbox services.

Property Access – The applicant proposes to meet the requirements of CDC 17.5.8.C.10 off-site in the Blue Mesa Delivery and Parking Zone across Mountain Village Blvd from the site. After conferring with the Mountain Village Public Works Director, the access off Aspen Ridge Road seems appropriate given the traffic congestion an access onto Mountain Village Blvd would cause. With the proximity of the Granita to the Aspen Ridge Drive/Blue Mesa intersection and considering the steepness of the Granita Access and poor visibility there, another access to the property across from Granita would compound the current congestion/safety issues in that area.

Loading Areas – Proposed loading area is presented on sheet 31 of the Revised DRB Submittal, prepared by Zehren and Associates, Inc. and dated March 16, 2021. The applicant proposes utilizing off-site large truck loading in the Blue Mesa parking lot. Sheet 32 of the applicant’s submittal, shows the required wheel path for a semi-truck to turn on-site. This exhibit shows the impacts onto Mountain Village Blvd, and this only works with two accesses to the site. Per the “Property Access” paragraph above, an access directly onto Mountain Village Blvd is not desirable. After conferring with the Public Works Director and Planning Department, use of the Blue Mesa Lot for off-site loading/unloading seems appropriate.

July 26, 2021

John Miller
Senior Planner
Town of Mountain Village
Via Electronic Mail: JohnMiller@mtnvillage.org

Re: Lot 30 Development Narrative
Design Review Application

John:

Lot 30 is owned by Avventura, LLC, a Colorado limited liability company. The principal of Avventura, LLC is Dr. Louis C. Alaia. Dr. Alaia has owned property in Mountain Village since the inception of the Telluride Ski Area in 1972. In 2007, Dr. Alaia developed the Tramontana project which is located across Aspen Ridge Drive on Lot 31.

Avventura has submitted concurrent applications for both Class 4 Density Bank Transfer and Class 3 Design Review for the development of a multi-family project consisting of sixteen, (16), Condominium units and three (3) deed restricted employee units, (one, (1), existing deed restricted employee unit, construction of one, (1), additional deed restricted employee unit and conversion of existing commercial space into one, (1), additional deed restricted employee unit), and common area amenities including a concierge/reception, lounge, ski and bike lockers, hot tub, and exercise area in a 3,200 square foot club facility exclusively for the benefit of the Lot 30 unit owners and their guests. The proposed development is in addition to the existing building located on Lot 30 at 98 Aspen Ridge Drive which includes one existing Employee unit of approximately 678 square feet and approximately 1,710 square feet of Commercial space. The total number of Employee Condominiums that would be located within the fully constructed Lot 30 project will be three, (3), units.

A brief analysis of the how the Lot 30 project meets key requirements of the Community Development Code is noted as follows:

Background

Lot 30 is currently zoned as multi-family and carries a "TF" or "Building Footprint" designation. It is currently allocated nine, (9), Condominium units and two, (2), Employee apartment units of density.

Lot 30 and Lot 11 were re-platted in 1996 to incorporate a building that was originally constructed in connection with the Aspen Ridge development within the reconfigured boundaries of Lot 30.

In 2019, Avventura rezoned approximately 678 square feet of the Commercial Space within the building to create one (1) Employee Unit. The remaining 1,710 square feet within the building continues to be zoned as Commercial and is currently used as office space. The remaining commercial area will be converted into one, (1), employee unit.

Lot 30 is also referenced in the Town's Comprehensive Plan under Parcel M, which included Lot 30 and portions of open space owned by TSG. The Town's Comprehensive Plan was amended in 2018 to

provide that Lot 30 could be developed separate and apart from surrounding Open Space Parcel OS1AR-3.

Lot 30 is also designated as part of the Mountain Village Center Subarea in the Future Land Use Plan

Density (CDC 17.3.7; CDC 17.3.8)

The applicant is proposing to increase the density on Lot 30 from nine, (9), Condominium Units and two, (2), employee apartments to sixteen, (16), Condominiums units and three, (3), employee units by transferring density currently held in the Density Bank by Avventura and one, (1), employee unit to be created by the Town.

- Twenty-One, (21), persons of density, which equates to seven (7) Condominium units, will be transferred to Lot 30 from the Density Bank through the rezoning/density transfer application process.

Existing Density			
Unit Type	Number of Units	Person Equivalent/Unit	Total Person Equivalent
Condominium	9.0	3.0	27.0
Employee Apartment	2.0	3.0	6.0
Total	11.0	3	33.0

Proposed Density			
Unit Type	Number of Units	Person Equivalent/Unit	Total Person Equivalent
Condominium	16.0	3.0	48.0
Employee Condominium*	3.0	3.0	9.0
Total	19.0	3	57.0

Condominium Density to be Transferred from Density Bank (Owned by Avventura)			
Certificate Number Unit Type	Number of Units	Person Equivalent/Unit	Total Person Equivalent
054 Single Family	0.5	4.0	2.0
055 Single Family	1.0	4.0	4.0
056 Single Family	1.0	4.0	4.0
057 Single Family	1.0	4.0	4.0
058 Single Family	1.0	4.0	4.0
050 Condominium	1.0	3.0	3.0
Employee Condominium*	1.0	3.0	3.0
Sub-Total	5.5		24.0
Existing Density	11.0		33.0
Total	16.5		57.0

- Employee Condominium Density shall be created by or transferred from The Town of Mountain Village to Lot 30

Uses (CDC 17.3.4.D)

The Multifamily Zone district allows for development of Condominiums and Employee units as Permitted Uses. The current building located on Lot 30 was constructed by the developer of the Aspen Ridge project with approximately 2,448 square feet of Commercial space. In 2019, Avventura rezoned approximately 678 square feet of the Commercial Space within the building to create one (1) Employee Unit. The remaining 1,710 square feet within the building continues to be zoned as Commercial and is currently used as office space. The Commercial space will be converted to one (1) Employee unit.

Workforce Housing (CDC 17.3.9)

Lot 30 is required to construct two, (2), Employee apartment units. One, (1), Employee unit was created by Avventura in 2019 and is located within the existing building on Lot 30. That employee unit is currently occupied in compliance with the Town of Mountain Village Employee Housing Deed Restriction. Avventura is proposing a total of three (3) Employee units in the project.

- Avventura is proposing to convert the existing commercial space into one (1) additional employee unit within the existing building on Lot 30.
- Avventura is also proposing to construct one (1) additional employee unit within the new construction proposed for Lot 30.
- Avventura proposes that all Employee units to be located on Lot 30 be zoned as “Employee Condominium.”

Building Height Limits (CDC 17.3.11 and 17.3.12)

The CDC limits the maximum and maximum average building height on multi-family lots to 48 feet. However, the ridge of a gable, hip, gambrel, or similar pitched roof may extend the maximum building height up to five (5) feet above the specified maximum height limit.

- The proposed average height is 39.9 feet, 8.1 feet below the maximum average height limit.
- The absolute height does not exceed a maximum dimension of 53 feet when measured to a building ridge or mechanical “chimney”.
 - The maximum height exceeds 52, but does not exceed feet 53 feet in six locations.
 - Two locations are mechanical “chimneys”, or vents above elevators.
 - All other locations are roof ridges where the natural grade is significantly lower than the proposed grades at the outer edges of the structure.

Maximum Lot Coverage (CDC 17.3.13)

Lot 30 is designated as a “TF” or “Building Footprint Lot”. As such, lot coverage is interpreted to be 100% provided building code, setbacks, fire access, and applicable requirements of the CDC are met.

- The proposed structure has fire access from Aspen Way, Mountain Village Boulevard and Aspen Ridge Drive, and complies with provisions of adopted building codes related to distances to property lines.

General Easement Setbacks (CDC 17.3.13)

There is no general easement setback on Lot 30 as the lot is designated as a “Building Footprint Lot” allowing development of structures to the lot line.

Building Design (CDC 17.5.6)

Although the project is located outside the Village Center zoning designation, the Future Land Use plan does locate a portion of Lot 30 within the Village Center Sub-Area Plan. Given the project occupies a meaningful location as a visual “transition” or “gateway” into the more dense Village Center the design steps in scale from the Aspen Ridge multi-family structures southwest of lot 30, to the taller, higher density structures of Mountain Village, including Granita, located directly across Mountain Village Boulevard and the Meadows Ski Run to the north and east.

In addition, stucco (27%) has been incorporated as a “subordinate exterior material” in order to relate more closely or “bridge” between the Granita Building and the Aspen Ridge Condominiums. Although only slightly less than the use of wood (28%), stucco is clearly subordinate to the use of stone (35%). (CDC 17.5.6.E.4).



Aspen Ridge Condominiums - Estimated +/- 45% Stucco on the primary street façade



Granita - Village Center - Estimated +/- 50% Stucco

Likewise, the structure has been designed to comply with CDC design requirements including:

- Making use natural boulder walls to transition grades while minimizing the use of structural site retaining walls.
- Grounding the building to the site with the use of stone as the primary exterior finish material
- Utilizing stepped roof forms that emphasize sloped planes, varied ridgelines, vertical offsets, as well as a combination of shed and gabled dormers to add visual interest.
- Applying Decks, balconies, and bay windows to create variety, visual interest, and detail on the exterior elevations to minimize any perceived mass.
- Using naturally weathering exterior materials and colors that harmonize with surrounding buildings and the landscape, while providing variety and a unique identity for the project.

Grading and Drainage Design (CDC 17.5.7)

No slopes over 30 percent, wetlands or drainages are located within the proposed development site.

Preliminary grading has been designed to blend with the surrounding infrastructure and the existing landscape on Lot OS1AR-3 while generally maintaining existing drainage patterns.

- Boulder retaining walls are provided at the northwest and northeast corners of the site to allow for egress and range in height from approximately 12 inches to 42 inches.
- A structural planter wall is proposed along the west property line varying in height from approximately 24 inches to 42 inches.
- The proposed access drive complies with grading requirements identified within the CDC and does not exceed 5% for the first 20 feet along Aspen Ridge Road, and 10% thereafter.
- Stormwater will be collected from paved areas and retained on-site within drywells engineered in accordance with adopted town standards, allowing for direct recharge of stormwater to the water table.
 - Stormwater collected from vehicular parking areas will be filtered with a sand/oil separator prior to discharge into drywells.

Parking Regulations (CDC 17.5.8)

A total of 35 spaces have been provided as part of the project; an excess of more than 5 spaces beyond the CDC requirement of 29.5 spaces for areas outside of Village Center.

Required Spaces

- Twenty-four, (24.0), parking places are required to satisfy residential requirements for the 16 proposed Condominium Units at the rate of 1.5 spaces/unit. (CDC 17.5.8.A.1.).
- Four and one half, (4.5), spaces are required to satisfy residential requirements for the 3 Employee Units at a rate of 1.5 spaces/unit. (CDC 17.5.8.A.1.).
- One, (1.0), parking place is required to satisfy short-term service demand (CDC 17.5.8.A.4.)
- In addition, One, (1.0), loading and delivery space twelve feet (12') in width by fifty-five feet (55') in length, with fourteen feet (14') of overhead clearance. (CDC 17.5.8.C.10)

Condominium Parking Management Plan (35 Spaces)

- **10 Units:** Twenty, (20), enclosed tandem spaces at a rate of two spaces per unit, which will be designated on the project condominium map as Limited Common Elements for the exclusive use of the 10 labeled units. (CDC 17.5.8.B.2.c.i.(a)).
 - Required spaces for these 10 units are 1.5 spaces x 10 units = 15.0 spaces.
- **9 Units:** Required spaces for these 9 units are 1.5 spaces x 9 units = 13.5 spaces, (9 designated LCE spaces + 4.5 GCE spaces).
 - Nine, (9), enclosed spaces at a rate of one space per unit, which will be identified in the project condominium map as Limited Common Elements, (LCE's), for the exclusive use of each of the nine labeled units. CDC 17.5.8.B.2.c.i.(a).
 - Five, (5), exterior spaces, will be identified in the condominium map as a General Common Element, (GCE), for the use of the project. (CDC 17.5.8.B.2.c.i.(b)).
- **Maintenance Space:** One, (1), exterior space is provided for short-term maintenance space, which will be designated in the project condominium map as a General Common Element, (GCE), for the use of the project. (CDC 17.5.8.A.4.).
- **Lock Box:** A vehicle key lock box will be provided for access, by the on-site manager/management company, to all owner or tenant vehicles. (CDC 17.5.8.C.7.).
- **Conveyance:** Excess parking spaces will not be sold or otherwise conveyed exclusive of units. (CDC 17.5.8.B.2.c.i.(b)).

While the applicant believes the project meets CDC requirements for the number, configuration, and management of parking spaces, it should be noted that significantly less parking is typically utilized in projects of similar use, size and proximity to commercial centers as noted in the attached (FHU) parking study, (0.65 spaces/unit), industry (ITE) standards (1.2 spaces/unit), and CDC (Village Center) regulations (1.0 spaces/unit). (Attachment). Please also reference the attached review of traffic and parking provided by the town engineer.

Loading/Unloading Parking Management Plan

- One (1.0), loading and delivery space twelve feet (12') in width by fifty-five feet (55') in length, with fourteen feet (14') of overhead clearance is provided in conjunction with the Blue Mesa Parking and Delivery Zone directly adjacent to the project site across Mountain Village Boulevard. (Attachment).
- One (1.0), loading and delivery space twelve feet (12') in width by thirty feet (30') in length, with fourteen feet (14') of overhead clearance is provided in conjunction with pedestrian access, beyond the existing edge of pavement on Aspen Ridge Drive.

It should be noted that standard engineering practice typically accounts for 85% of the maximum on-site capacity and that:

- The intended uses are solely limited to individually owned or leased residential condominiums; there are no hospitality, restaurant, commercial, or retail uses proposed as part of the development.
 - The lack of an enclosed, on-site loading bay is consistent with other multi-family residential condominiums of similar size with a similar number of units within the Town of Mountain Village and other comparable resorts.

- Residential refuse is accommodated in accordance with CDC 17.5.10, and does not require a compactor or dumpster.
- The provision of WB-50 (55 foot long) vehicles on site could be detrimental to public health, safety, and welfare as:
 - A minimum of one additional vehicle access point would be required on Mountain Village Boulevard.
 - Due to configuration and grading of the lot and adjacent roadways, turning movements for vehicles of this size would require vehicles to cross into oncoming traffic lanes.

Landscaping (CDC 17.5.9)

Landscaping will be addressed in detail as part of the third Design Review Submission and Meeting.

- It is anticipated that 450 square feet of formal landscaping will be provided within two structured planting beds.
- All other areas disturbed by construction activities will be revegetated with natural materials to blend with the existing landscape.

Trash, Recycling and General Storage Areas (CDC 17.5.10)

Deeded general storage, as well as common bicycle and ski storage is indicated at ground levels for each unit either at the end of each parking space or within common storage areas.

A common trash enclosure of approximately 225 square feet with a ceiling height of ten feet is provided adjacent to the snow-melted drive at the southwest corner of the site.

- A minimum enclosure of 120 square feet is required for multifamily projects of greater than four units under CDC regulations.
- As the building contains less than 25 units, trash compaction units or dumpsters are not required or anticipated. Trash and Recycling will be stored within standard, bear proof 96-gallon residential poly-carts as provided by the local waste management service.

Utilities (CDC 17.5.11)

Existing utilities and proposed utility routing are addressed in accordance with Design Review Requirements.

Lighting (CDC 17.5.12)

Minimal site lighting related to building egress in accordance with adopted life safety codes has been indicated. No surface or decorative lighting fixtures have been indicated in the attached lighting plan.

Sign Regulations (CDC 17.5.13)

Monument signage will be addressed in greater detail prior to the second meeting and/or under a separate joint application with adjacent property owners.



Timothy Losa, AIA, NCARB
Zehren and Associates, Inc.

Appendix A – Rezoning Review Criteria (Density Transfer)

The primary criteria of a rezoning-density transfer application is in conformance with the Comprehensive Plan. In 2018 the Town Council adopted by Resolution an amendment to the Comprehensive Plan specific to Lot 30 that gave broader development authority. If Lot 30 is developed independent of the overall Parcel M, it could be developed in the following ways:

- Consistent with the underlying zoning,
- Pursuant to a rezone and density transfer application approved by Town Council, and
- Not subject to the Unit mix shown as Table 7 in the Comprehensive Plan (and a flagship hotel site).

In response to article 17.4.9 of the Community Development Code, the following criteria have been met for the review authority to approve the proposed rezoning development application related to the transfer of density to Lot 30:

- a. The proposed rezoning generally complies with the goals, policies, and provisions of the Comprehensive plan in that it offers:
 - An additional, sustainable resort bed base of over 100 “pillows”.
 - Common amenities, on-site management, and a front desk/reception area to support second homeowners who choose to lease their properties on a long or short-term basis.
 - A “high-quality” project that provides “a desirable place to live” for potential full-time residents.
 - “Integrated”, deed restricted housing, beyond that required under the current density allocation.
 - Adequate, effective, and efficient vehicular access and parking.
 - Pedestrian connectivity to transit, commercial centers, and recreational opportunities.
 - An appropriately scaled transition between the higher density Village Center, less dense outlying areas, and the natural alpine setting.
- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations.
 - As demonstrated in the development narrative and supporting documentation, the rezoning is consistent with Zoning and Land Use Regulations with specific regard to allowable uses, height, setbacks, site coverage, grading, access, parking, as well as “objective” portions of building design standards.
- c. The proposed rezoning meets the Comprehensive Plan project standards.
 - The Comprehensive Plan does not provide for specific development “standards”.

- The Mountain Village Center Sub-Area Plan references “no site-specific policies.”
- 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 development of existing parcels is identified in the comprehensive plan as being “beneficial to Mountain Village and its environment by reserving development to areas that are most optimal for development and preserving those areas that are most appropriate for passive recreation and conservation”, and as such, the density increase, as applied within the underlying zoning requirements related to height, site coverage and setbacks, should be seen as an efficient and economical use of land while having little or no impact on the health, safety, or welfare of surrounding properties.
- e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning.
 - The Village Center Sub-Area Plan anticipates significant increases in density from the underlying density assigned to the lot, recognizing that existing roadways and other infrastructure can accommodate the proposed density increase.
- f. Adequate public facilities and services are available to serve the intended land uses.
 - Adequate public facilities and services exist to serve the proposed residential uses as indicated within the engineered Utility Plan, submitted as part of this application.
 - When considering engineering (ITE) standards related to projecting traffic impacts, peak pm hour traffic volumes will increase by less than one vehicle over the current uses on site have little to no impact on roadways or intersection level of service.
 - Net Increase of 0.85 PM Peak Hour Trips
 - Existing Uses – 4.47 Total PM Peak Hour Trips
 - ITE Designation 173 “Small Office Building 2.45 Trips/1,000 sf
 - 1,710 sf = 4.19 Trips
 - ITE Designation 260 “Resort Homes” 0.28 Trips/Unit
 - 1 Unit = 0.28 Trips
 - Proposed Uses – 4.47 Total PM Peak Hour Trips
 - ITE Designation 260 “Resort Homes” 0.28 Trips/Unit
 - 19 Unit = 5.32 Trips
 - The applicant has proposed providing curb, gutter, and sidewalks consistent with town standards on both Mountain Village Boulevard and Aspen Ridge

Drive, although an easement would need to be obtained from the adjacent open space property owner by either the town or the owner of lot 30 in order to construct and maintain such improvements.

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash, or service delivery congestion.
- The proposed development accommodates all anticipated vehicular and service needs within the site boundaries accessed by way of a single driveway curb cut on Aspen Ridge Drive. The proposed density increase would not require any revisions to vehicular access, parking, pedestrian circulation, and/or trash standards beyond which the underlying density would have required.
 - When considering engineering (ITE) standards related to projecting traffic impacts, peak pm hour traffic volumes will increase by less than one vehicle over the current uses on site.
 - There are no centralized service deliveries associated with the proposed residential uses.
- h. The proposed rezoning meets all applicable Town regulations and standards.
- As stated in the attached correspondence and demonstrated in the accompanying documentation, the proposed project meets all applicable regulations and standards as adopted in the Community Development Code by the Town of Mountain Village, as interpreted by the development team.

In consideration of the above noted criteria, and as stated in the Comprehensive Plan and associated Amendment, the Town Council should take into consideration the following:

- “The Development Table is not intended to set in stone the maximum building height or target density, and an applicant or developer may propose either a different density and/or a different height provided such density and height “fits” on the site per the applicable criteria for decision making for each required development review application.”
- “The Town Council shall have the sole discretion, after receiving a recommendation from the Design Review Board, pursuant to its Community Development Code, to determine if any proposed development scenario other than a by right development scenario of Lot 30, is in the best interest of the community and whether such a scenario is appropriate for development independently on Lot 30 without invoking the requirements of Table 7. The Town Council shall also consider the Community Development Code requirements as well as the Comprehensive Plan principles and policies in making such a determination.”

- “Town Council may consider other measures such as timeshares, fractional sales, condominium-hotel, front desk and amenity spaces for administering rental programs and boutique hotels among other measures and requirements in any development scenario including an independent Lot 30 development (meaning 131 exclusive of any inclusion of the OS IAR-3 portion of Parcel M) scenario or a Parcel M development scenario.” Town Council should provide feedback related to these comprehensive plan policies.



Unit	Level	Floor Elevation	Net Area	Unit Area	Bedrooms	Offices	Baths	Parking Required (Outside VC)	Parking Required (Village Center)	Parking Provided	Parking Notes
102	Lower	9,524	1,871	1,871	2	1	2.5	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-21, O-32)
200	Lower	9,535	1,058	2,030	2	1	3.5	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-22, O-33)
	Upper	9,546	972								
201	Lower	9,524	781	2,971	4	1	4.5	1.5	1.0	2.0	2.0 Indoor Tandem (T-1,T-2)
	Upper	9,535	2,190								
202	Main	9,535	2,163	2,163	3	1	4.0	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-23, O-33)
203	Main	9,535	2,036	2,036	3	1	4.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-3,T-4)
204	Main	9,535	1,944	1,944	3	1	3.5	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-24, O-35)
205	Main	9,535	2,100	2,100	3	1	4.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-4, T-5)
206	Main	9,535	1,974	1,974	3	1	3.5	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-25, O-35)
301	Lower	9,546	2,124	2,901	4	1	5.5	1.5	1.0	2.0	2.0 Indoor Tandem (T-7, T-8)
	Upper	9,557	777								
302	Lower	9,546	2,154	3,219	4	1	5.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-9, T-10)
	Upper	9,557	1,065								
303	Lower	9,546	1,950	3,435	4	1	6.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-11, T-12)
	Upper	9,557	1,485								
304	Main	9,546	1,940	1,940	3	1	3.5	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-26, O-32)
305	Main	9,557	2,090	2,090	3	1	4.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-13, T-14)
PH 306	Lower	9,546	2,012	3,472	5	1	6.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-15, T-16)
	Upper	9,557	1,460								
PH 404	Lower	9,557	1,932	3,003	4	1	5.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-17, T-18)
	Upper	9,568	1,071								
PH 405	Lower	9,557	1,932	2,542	4	2	5.0	1.5	1.0	2.0	2.0 Indoor Tandem (T-19, T-20)
	Upper	9,568	610								
Sub-Total (Fee Simple)			39,691	39,691	54.0	17.0	69.5	24.0	16.0	29.0	
Apt. C	New Deed Restricted	9,513	829	829	1.0	2.0	2.0	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-29, O-30)
Apt. 98B	Exist Deed Restrict	9,519	678	678	1.0	0.0	1.0	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-27, O-31)
Apt. 98A	Converted Deed Restrict	9,519	1,710	1,710	2.0	2.0	1.0	1.5	1.0	1.5	1.0 Indoor + 0.5 Outdoor (I-27, O-31)
Sub -Total			42,908	42,908	58.0	21.0	73.5	28.5	19.0	33.5	
Short Term Service								1.0	1.0	1.5	1.5 Outdoor (O-34, O-31)
Total Parking								29.5	20.0	35.0	

(b) The Town-adopted IDF curves are set forth in Appendix 5-1.

2. All surface drains shall be a minimum eight inch (8") drain grate.
3. Development in the Village Center for infill lots may propose the use of a master drainage plan when drainage as required by this section cannot be accommodate on-site, with floodwater attenuation provided off-site when practicable.

M. Drainage plans shall require the review and approval of Public Works.

N. The applicant shall propose specific clearing limits in the plans submitted for DRB review that incorporate laybacks that conform to the general easement requirements set forth in Chapter 3.

17.5.8 PARKING REGULATIONS

A. Required Number of Parking Spaces.

1. Parking spaces shall be provided on-site for development as set forth in Table 5-2.

Table 5-2, Required Parking Table

Zoning Designation	Required Number of Parking Spaces
Single-family	2 enclosed spaces in garage and 2 surface parking spaces
Condominium unit (Village Center)	1 space per unit
Condominium unit (Multi-family)	1.5 spaces per unit
Single-family common interest community	2 spaces per unit
Employee condo/apt. unit (Village Center)	1 space per unit
Employee condo/apt. unit (outside Village Center)	1.5 spaces per unit
Hotel unit	0.5 space per unit
Hotel efficiency unit	0.5 space per unit
Lodge unit	0.5 space per unit
Efficiency lodge unit	0.5 space per unit
Commercial space (low intensity commercial)	1 space per 1,000 sq. ft.
Commercial space (high intensity commercial)	1 space per 500 sq. ft.
Industrial	2 space per 1,000 sq. ft.

2. For single family, the review authority may allow for tandem spaces as the two (2) surface spaces for smaller lots less than 0.75 acre where non-tandem parking is not feasible due to unique site conditions such as steep slopes, wetlands and unique shaped lots, and may waive the two (2) surface spaces for smaller lots when tandem parking is not feasible.
3. All parking shall be located outside of the general easement setback unless an encroachment is approved by the DRB as provided for in Chapter 3.
4. No less than one (1) space, but no more than five (5) spaces shall be provided for homeowners association maintenance vehicles. Such spaces shall be retained by the homeowners association as a general common element and shall be available for services such as housekeeping, cleaning, deliveries, maintenance, repair and minor construction. The spaces shall be signed for service vehicle use.
5. For uses not listed, the parking requirements shall be determined by the review authority based upon the parking requirements of a land use that is similar to the proposed use,

Land Use: 221 Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/ Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: Dwelling Units

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban (no nearby rail transit)

Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.

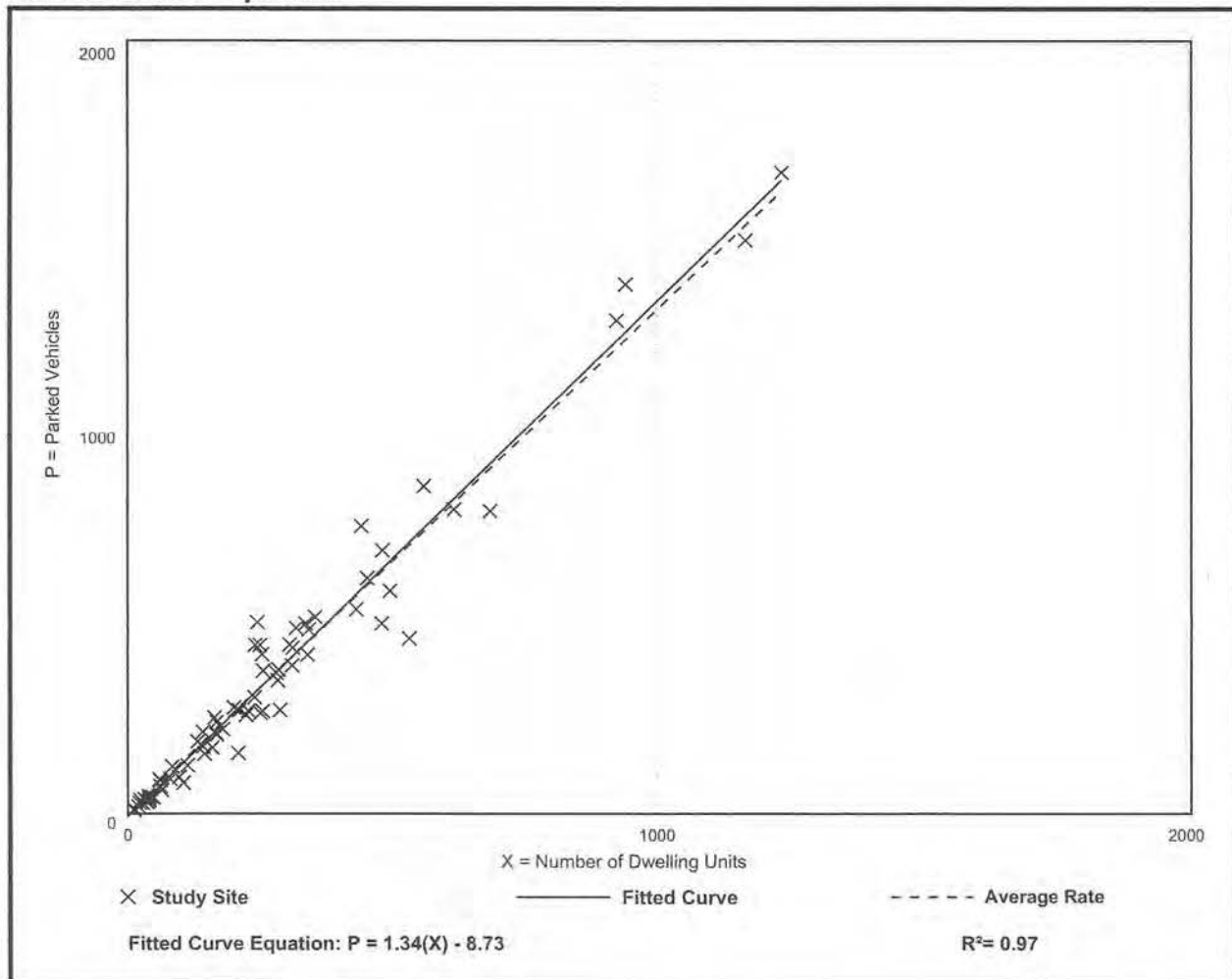
Number of Studies: 73

Avg. Num. of Dwelling Units: 261

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.31	0.75 - 2.03	1.13 / 1.47	1.26 - 1.36	0.22 (17%)

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: Dwelling Units

On a: Saturday

Setting/Location: General Urban/Suburban (no nearby rail transit)

Peak Period of Parking Demand: 11:00 p.m. - 7:00 a.m.

Number of Studies: 3

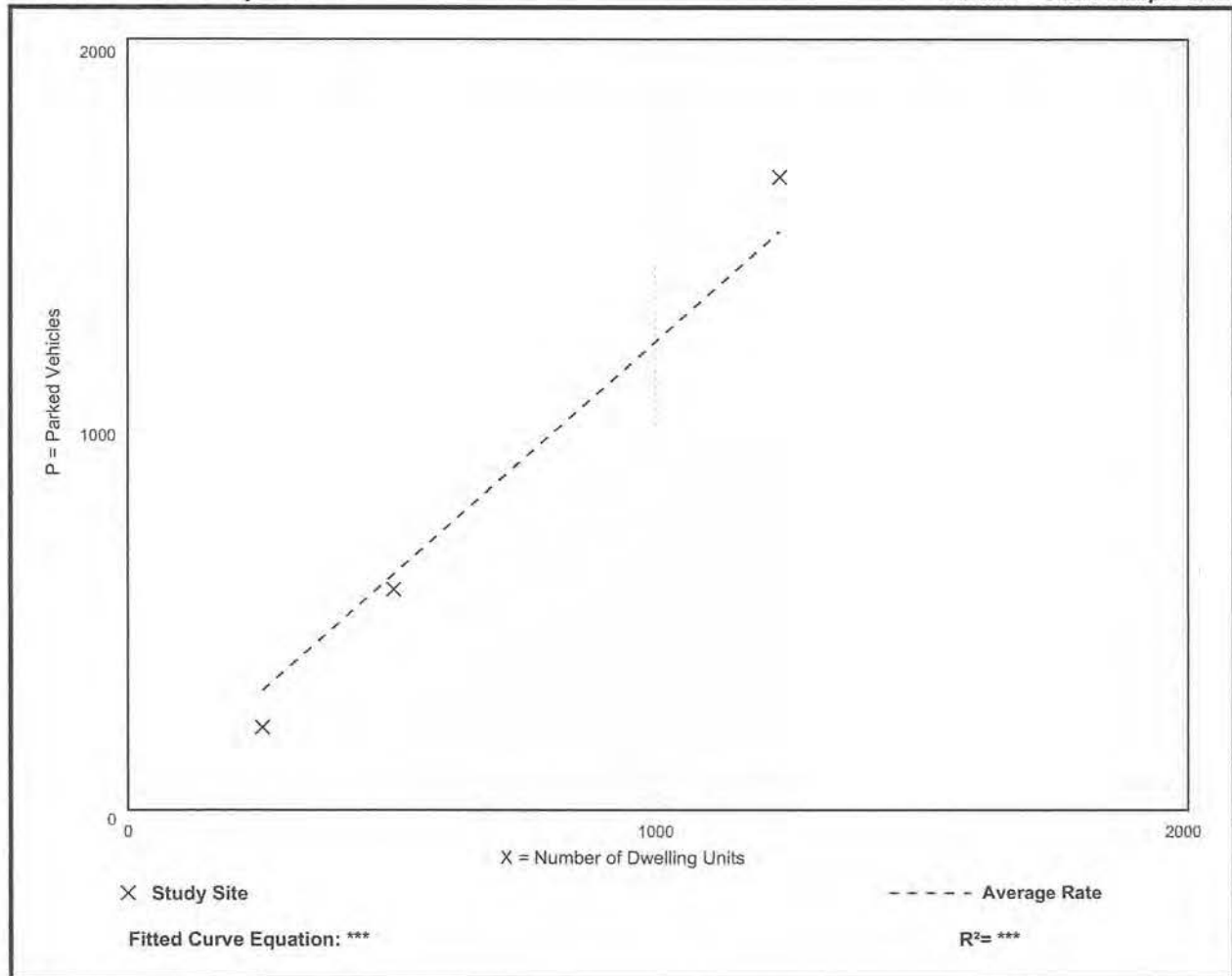
Avg. Num. of Dwelling Units: 665

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.22	0.84 - 1.33	0.94 / 1.33	***	0.20 (16%)

Data Plot and Equation

Caution – Small Sample Size





**FELSBURG
HOLT &
ULLEVIG**

connecting and enhancing communities

January 27, 2015

MEMORANDUM

TO: Steve Cram, St. Shopia Partners LLLP

FROM: Todd Frisbie, PE, FHU; Colleen Guillotte, PE, FHU

SUBJECT: The Ridge Parking Analysis
FHU Reference No. 115027-01

Parking occupancy data was collected for four condominiums in Mountain Village, CO. The data was collected at peak parking times between 10 PM and 5 AM during the holiday season (between Christmas and New Years). It was anticipated that using both the holidays and collecting overnight counts would lead to the highest parking occupancy rates. **Table 1** provides the parking data collect at all locations.

Table 1. Parking Data

Development	Residential Units	Parking Spaces	Maximum Occupancy Observed	Occupied Spaces/Units
See Forever Vilage	27	43	27	1.00
Lorian	26	32	9	0.35
Lorian New	6	10	3	0.50
Westermere	14	11	9	0.64
Palmyra	20	17	10	0.50
Total	93	113	58	0.62

As shown, the maximum number of parking spaces occupied per residential unit varied between 0.35 and 1.00. The overall average occupancy rate for all the developments was 0.62 parking spots occupied per residential unit.

We hope this information is helpful. If you have any questions, then please feel free to call me or Colleen at 719-314-1800.

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
PORT AND TERMINAL					
30	Intermodal Truck Terminal	1,000 SF GFA	1.72		
90	Park-and-Ride Lot with Bus Service	Parking Spaces	0.43		
INDUSTRIAL					
110	General Light Industrial	1,000 SF GFA	0.63		
130	Industrial Park	1,000 SF GFA	0.40		
140	Manufacturing	1,000 SF GFA	0.67		
150	Warehousing	1,000 SF GFA	0.19		
151	Mini-Warehouse	1,000 SF GFA	0.17		
154	High-Cube Transload & Short-Term Storage Warehouse	1,000 SF GFA	0.10		
155	High-Cube Fulfillment Center Warehouse	1,000 SF GFA	1.37		
156	High-Cube Parcel Hub Warehouse	1,000 SF GFA	0.64		
157	High-Cube Cold Storage Warehouse	1,000 SF GFA	0.12		
160	Data Center	1,000 SF GFA	0.09		
170	Utilities	1,000 SF GFA	2.27		
180	Specialty Trade Contractor	1,000 SF GFA	1.97		
RESIDENTIAL					
210	Single-Family Detached Housing	Dwelling Units	0.99		
220	Multifamily Housing (Low-Rise)	Dwelling Units	0.56		
221	Multifamily Housing (Mid-Rise)	Dwelling Units	→	0.44	0.18
222	Multifamily Housing (High-Rise)	Dwelling Units	→	0.36	0.19
231	Mid-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.36		
232	High-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.21		
240	Mobile Home Park	Dwelling Units	0.46		
251	Senior Adult Housing - Detached	Dwelling Units	0.30		
252	Senior Adult Housing - Attached	Dwelling Units	0.26		
253	Congregate Care Facility	Dwelling Units	0.18		
254	Assisted Living	1,000 SF GFA	0.48		
255	Continuing Care Retirement Community	Units	0.16		
260	Recreation Homes	Dwelling Units	0.28		
265	Timeshare	Dwelling Units	0.63		
270	Residential Planned Unit Development	Dwelling Units	0.69		
LODGING					
310	Hotel	Rooms	0.60		
311	All Suites Hotel	Rooms	→	0.36	0.17
312	Business Hotel	Rooms	0.32		
320	Motel	Rooms	0.38		
330	Resort Hotel	Rooms	0.41		
RECREATIONAL					
411	Public Park	Acres	0.11		
416	Campground / Recreation Vehicle Park	Acres	0.98		
420	Marina	Berths	0.21		
430	Golf Course	Acres	0.28		
431	Miniature Golf Course	Holes	0.33		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
432	Golf Driving Range	Tees/Driving Positions	1.25		
433	Batting Cages	Cages	2.22		
434	Rock Climbing Gym	1,000 SF GFA	1.64		
435	Multi-Purpose Recreational Facility	1,000 SF GFA	3.58		
436	Trampoline Park	1,000 SF GFA	1.50		
437	Bowling Alley	1,000 SF GFA	1.16		
440	Adult Cabaret	1,000 SF GFA	2.93		
444	Movie Theater	1,000 SF GFA	6.17		
445	Multiplex Movie Theater	1,000 SF GFA	4.91		
452	Horse Racetrack	Seats	0.06		
454	Dog Racetrack	Attendees	0.15		
460	Arena	1,000 SF GFA	0.47		
462	Professional Baseball Stadium	Attendees	0.15		
465	Ice Skating Rink	1,000 SF GFA	1.33		
466	Snow Ski Area	Slopes	26.00		
473	Casino/Video Lottery Establishment	1,000 SF GFA	13.49		
480	Amusement Park	Acres	3.95		
482	Water Slide Park	Parking Spaces	0.28		
488	Soccer Complex	Fields	16.43		
490	Tennis Courts	Courts	4.21		
491	Racquet/Tennis Club	Courts	3.82		
492	Health/Fitness Club	1,000 SF GFA	3.45		
493	Athletic Club	1,000 SF GFA	6.29		
495	Recreational Community Center	1,000 SF GFA	2.31		
INSTITUTIONAL					
520	Elementary School	1,000 SF GFA	1.37		
522	Middle School / Junior High School	1,000 SF GFA	1.19		
530	High School	1,000 SF GFA	0.97		
534	Private School (K-8)	Students	0.26		
536	Private School (K-12)	Students	0.17		
537	Charter Elementary School	Students	0.14		
538	School District Office	1,000 SF GFA	2.04		
540	Junior / Community College	1,000 SF GFA	1.86		
550	University/College	1,000 SF GFA	1.17		
560	Church	1,000 SF GFA	0.49		
561	Synagogue	1,000 SF GFA	2.92		
562	Mosque	1,000 SF GFA	4.22		
565	Daycare Center	1,000 SF GFA	11.12		
566	Cemetery	Acres	0.46		
571	Prison	1,000 SF GFA	2.91		
575	Fire and Rescue Station	1,000 SF GFA	0.48		
580	Museum	1,000 SF GFA	0.18		
590	Library	1,000 SF GFA	8.16		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
MEDICAL					
610	Hospital	1,000 SF GFA	0.97		
620	Nursing Home	1,000 SF GFA	0.59		
630	Clinic	1,000 SF GFA	→	3.28	5.18
640	Animal Hospital / Veterinary Clinic	1,000 SF GFA	3.53		
650	Free-Standing Emergency Room	1,000 SF GFA	1.52		
OFFICE					
710	General Office Building	1,000 SF GFA	→	1.15	0.87
712	Small Office Building	1,000 SF GFA	2.45		
714	Corporate Headquarters Building	1,000 SF GFA	0.60		
715	Single Tenant Office Building	1,000 SF GFA	1.74*		
720	Medical-Dental Office Building	1,000 SF GFA	3.46		
730	Government Office Building	1,000 SF GFA	1.71		
731	State Motor Vehicles Department	1,000 SF GFA	5.20		
732	United States Post Office	1,000 SF GFA	11.21		
733	Government Office Complex	1,000 SF GFA	2.82		
750	Office Park	1,000 SF GFA	1.07		
760	Research and Development Center	1,000 SF GFA	0.49		
770	Business Park	1,000 SF GFA	0.42		
RETAIL					
810	Tractor Supply Store	1,000 SF GFA	1.40		
811	Construction Equipment Rental Store	1,000 SF GFA	0.99		
812	Building Materials and Lumber Store	1,000 SF GFA	2.06		
813	Free-Standing Discount Superstore	1,000 SF GFA	4.33		
814	Variety Store	1,000 SF GFA	6.84		
815	Free Standing Discount Store	1,000 SF GFA	4.83		
816	Hardware / Paint Store	1,000 SF GFA	2.68		
817	Nursery (Garden Center)	1,000 SF GFA	6.94		
818	Nursery (Wholesale)	1,000 SF GFA	5.18		
820	Shopping Center	1,000 SF GFA	3.81	3.81	4.92
823	Factory Outlet Center	1,000 SF GFA	2.29		
840	Automobile Sales (New)	1,000 SF GFA	2.43		
841	Automobile Sales (Used)	1,000 SF GFA	3.75		
842	Recreational Vehicle Sales	1,000 SF GFA	0.77		
843	Automobile Parts Sales	1,000 SF GFA	4.91		
848	Tire Store	1,000 SF GFA	3.98		
849	Tire Superstore	1,000 SF GFA	2.11		
850	Supermarket	1,000 SF GFA	9.24		
851	Convenience Market (Open 24 Hours)	1,000 SF GFA	49.11		
853	Convenience Market with Gasoline Pumps	1,000 SF GFA	49.29		
854	Discount Supermarket	1,000 SF GFA	8.38		
857	Discount Club	1,000 SF GFA	4.18		
860	Wholesale Market	1,000 SF GFA	1.76		
861	Sporting Goods Superstore	1,000 SF GFA	→	2.02	1.65
862	Home Improvement Superstore	1,000 SF GFA	→	2.33	3.35
863	Electronics Superstore	1,000 SF GFA	4.26		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
864	Toy/Children's Superstore	1,000 SF GFA	5.00		
865	Baby Superstore	1,000 SF GFA	1.82		
866	Pet Supply Superstore	1,000 SF GFA	3.55		
867	Office Supply Superstore	1,000 SF GFA	2.77		
868	Book Superstore	1,000 SF GFA	15.83		
869	Discount Home Furnishing Superstore	1,000 SF GFA	1.57		
872	Bed and Linen Superstore	1,000 SF GFA	2.22		
875	Department Store	1,000 SF GFA	1.95		
876	Apparel Store	1,000 SF GFA	→	4.12	1.12
879	Arts and Craft Store	1,000 SF GFA	6.21		
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF GFA	8.51		
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF GFA	10.29		
882	Marijuana Dispensary	1,000 SF GFA	21.83		
890	Furniture Store	1,000 SF GFA	0.52		
897	Medical Equipment Store	1,000 SF GFA	1.24		
899	Liquor Store	1,000 SF GFA	16.37		
SERVICES					
911	Walk-In Bank	1,000 SF GFA	12.13		
912	Drive-In Bank	1,000 SF GFA	20.45		
918	Hair Salon	1,000 SF GFA	1.45		
920	Copy, Print, and Express Ship Store	1,000 SF GFA	7.42		
925	Drinking Place	1,000 SF GFA	11.36		
926	Food Cart Pod	Food Carts	3.08		
930	Fast Casual Restaurant	1,000 SF GFA	14.13		
931	Quality Restaurant	1,000 SF GFA	7.80		
932	High-Turnover (Sit-Down) Restaurant	1,000 SF GFA	→	9.77	9.80
933	Fast Food Restaurant without Drive-Through Window	1,000 SF GFA	28.34		
934	Fast Food Restaurant with Drive-Through Window	1,000 SF GFA	→	32.67	78.74
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF GFA	42.65		
936	Coffee/Donut Shop without Drive-Through Window	1,000 SF GFA	36.31		
937	Coffee/Donut Shop with Drive-Through Window	1,000 SF GFA	→	43.38	83.19
938	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF GFA	83.33		
939	Bread / Donut / Bagel Shop without Drive-Through Window	1,000 SF GFA	28.00		
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF GFA	19.02		
941	Quick Lubrication Vehicle Shop	1,000 SF GFA	8.70		
942	Automobile Care Center	1,000 SF GFA	3.11		
943	Automobile Parts and Service Center	1,000 SF GFA	2.26		
944	Gasoline / Service Station	1,000 SF GFA	109.27		
945	Gasoline / Service Station with Convenience Market	1,000 SF GFA	88.35		
947	Self Service Car Wash	Wash Stalls	5.54		
948	Automated Car Wash	1,000 SF GFA	14.20		
949	Car Wash and Detail Center	Wash Stalls	13.60		
950	Truck Stop	1,000 SF GFA	22.73		
960	Super Convenience Market/Gas Station	1,000 SF GFA	69.28		
970	Winery	1,000 SF GFA	7.31		

Note: All land uses in the 800 and 900 series are entitled to a "pass-by" trip reduction of 60% if less than 50,000 ft² or a reduction of 40% if equal to or greater than 50,000ft².

*From 9th edition, no PM peak hour in 10th

An area designated as **General Urban/Suburban** in the *Trip Generation Manual* is an area associated with almost homogeneous vehicle-centered access. Nearly all person trips that enter or exit a development site are by personal passenger or commercial vehicle.

The area can be fully developed (or nearly so) at low-medium density with a mix of residential and commercial uses. The commercial land uses are typically concentrated at intersections or spread along commercial corridors, often surrounded by low-density, almost entirely residential development. Most commercial buildings are located behind or surrounded by parking.

The mixing of land uses is only in terms of their proximity, not in terms of function. A retail land use may focus on serving a regional clientele or a services land use may target motorists or pass-by vehicle trips for its customers. Even if the land uses are complementary, a lack of pedestrian, bicycling, and transit facilities or services limit non-vehicle travel.

An area designated as **Dense Multi-Use Urban** in the *Trip Generation Manual* is a fully developed area (or nearly so), with diverse and complementary land uses, good pedestrian connectivity, and convenient and frequent transit. This area type can be a well-developed urban area outside a major metropolitan downtown or a moderate size urban area downtown.


The land use mix typically includes office, retail, residential, and often entertainment, hotel, and other commercial uses. The residential uses are typically multifamily or single-family on lots no larger than one-fourth acre. The commercial uses often have little or no setback from the sidewalk. Because the motor vehicle still represents the primary mode of travel to and from the area, there typically is on-street parking and often public off-street parking.

The complementary land uses provide the opportunity for short trips within the Dense Multi-Use Urban area, made conveniently by walking, biking, or transit. The area is served by significant transit (either rail or bus) that enables a high level of transit usage to and from area development.

MOUNTAIN VILLAGE - LOT 30

IN

MOUNTAIN VILLAGE, CO

	
20192733	
07/29/2021	
DR	3



DESIGN REVIEW
JULY 29TH, 2021

 **ZEHREN** AND ASSOCIATES, INC.
ARCHITECTURE - PLANNING - INTERIORS
LANDSCAPE ARCHITECTURE

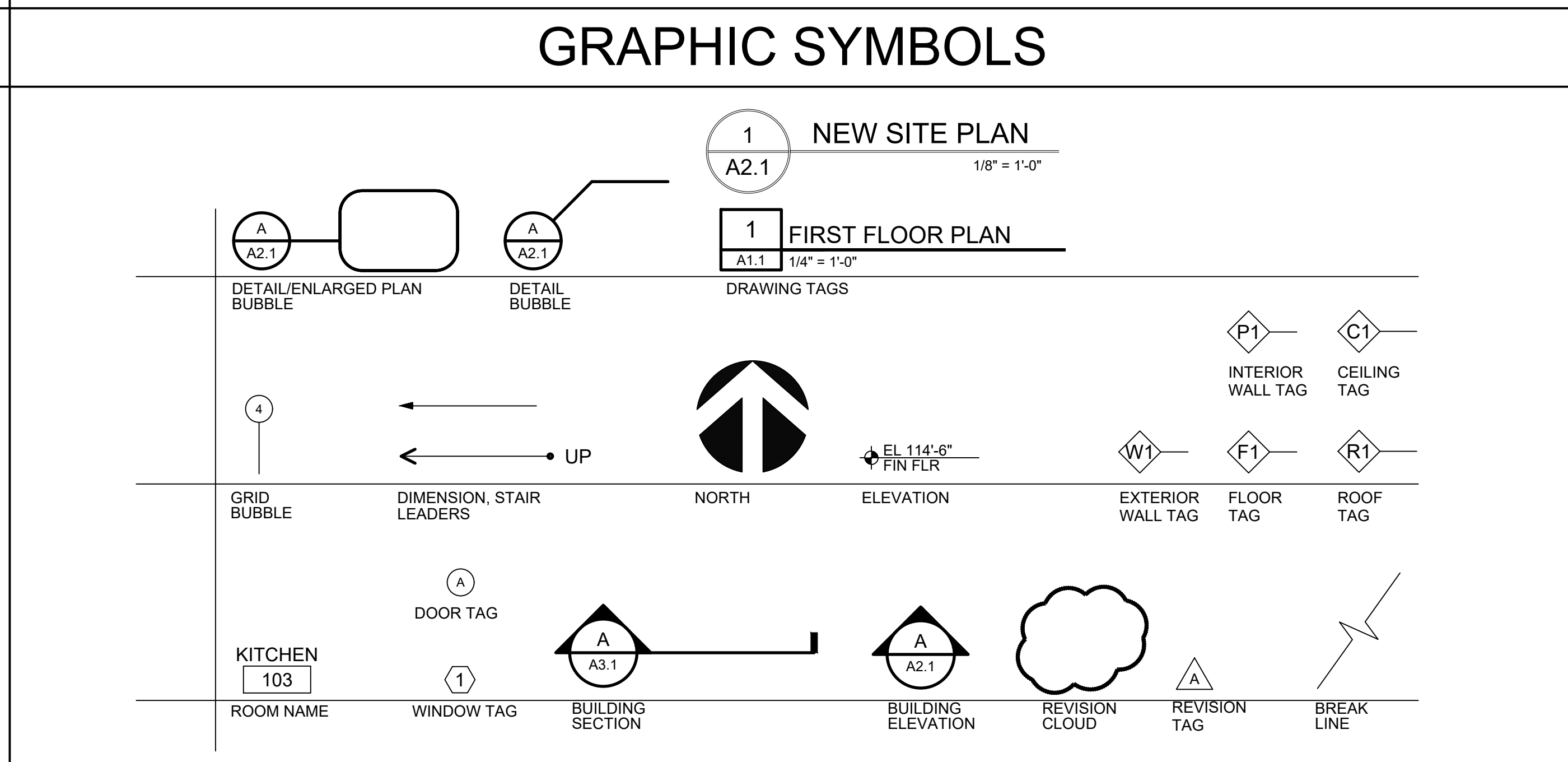
48 East Beaver Creek Blvd., Suite 303
P.O. Box 1976 - Avon, Colorado 81620
(970) 949-0257 FAX (970) 949-1080

PROJECT DIRECTORY			
PROPERTY OWNER	AVVENTURA, LLC Contacts: Louis Alaia 95 Aspen Ridge Drive #7 Mountain Village, CO 81435 Email: lcalaiamd@gmail.com	STRUCTURAL ENGINEER	TBD
ARCHITECT	ZEHREN & ASSOCIATES, INC. Contacts: Tim Losa P.O. Box 1976 Avon, CO 81620 Voice: (970) 949-0257 Fax: (970) 949-1080 Email: TimL@zehren.com	CIVIL ENGINEER	ALPINE LAND CONSULTING, LLC Contacts: Greg P.O. Box 234 Rico, CO 81332 Voice: (970) 708-0326 Email: Gregg@AlpineLandConsulting.com
GENERAL CONTRACTOR	FINBRO CONSTRUCTION, LLC Contacts: Werner Catsman Voice: (970) 519-1379 Email: Werner@catsman.com	MECHANICAL/ELECTRICAL ENGINEER	AEC, INC. Contacts: Charles Langston, P.E. P.O. Box 8489 Avon, CO 81620 Voice: (970) 748-8520
		INTERIORS	TBD

INDEX OF DRAWINGS			
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A0.0	COVER SHEET	A1.1	LEVEL 00 FLOOR PLAN (+9513.5)
A0.1	PROJECT INFORMATION SHEET	A1.2	LEVEL 01 FLOOR PLAN (+9524.0)
<u>GRAPHIC PLANS</u>		A1.3	LEVEL 02 FLOOR PLAN (+9535.0)
LP1.1	LOCATION PLAN	A1.4	LEVEL 03 FLOOR PLAN (+9546.0)
ASP1.01	SITE PLAN	A1.5	LEVEL 04 FLOOR PLAN (+9557.0)
R1.1	PROPOSED EXTERIOR MATERIALS	A1.6	LEVEL 05 FLOOR PLAN (+9568.0)
R1.2	EXTERIOR MATERIALS PERCENTAGES	A1.7	ROOF PLAN
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R1.4	RENDERED EXTERIOR ELEVATIONS	A2.1	EXTERIOR ELEVATIONS
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R2.2	VILLAGE CONTEXT	A5.60	DOOR DETAILS
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R3.2	STREET VIEW	A5.70	WINDOW DETAILS
R3.3	STREET VIEW	A5.71	WINDOW DETAILS
		A5.72	WINDOW SCHEDULE
		A5.73	WINDOW SCHEDULE
<u>CIVIL</u>		CMP1.0	CONST MANAGEMENT PLAN
1 OF 1	TOPOGRAPHIC SURVEY	<u>ELECTRICAL</u>	
1 OF 3	DRB GRADING PLAN	E1.0	LEGEND, SPECS, DETAILS & ONE-LINE
2 OF 3	DRB DRAINAGE PLAN	E2.0	SITE LIGHTING & PLAN
3 OF 3	DRB UTILITY PLAN	<u>CUT SHEETS</u>	
<u>LANDSCAPE</u>		LITHONIA LIGHTING CUT SHEETS	
L1.0	LANDSCAPE PLAN	WAC LIGHTING CUT SHEET	

- ### GENERAL NOTES
- DO NOT SCALE DRAWINGS.
 - DIMENSIONS ARE TO FACE OF STUD, CENTERLINE OF GRID, AND FACE OF CONCRETE, UNLESS NOTED OTHERWISE.
 - ALL ANGLES ON PLANS ARE 90 DEGREES OR 45 DEGREES, UNLESS NOTED OTHERWISE.
 - NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONFLICTS IN DOCUMENTS PRIOR TO DEMOLITION, CONSTRUCTION, OR ALTERATION OF EXISTING OR NEW STRUCTURES.
 - PROVIDE ALL NECESSARY BLOCKING IN WOOD & METAL STUD WALLS AND CEILINGS. LOCATIONS INCLUDE BUT ARE NOT LIMITED TO TOILETS, BATH ACCESSORIES, CEILING AND WALL MOUNTED ELECTRICAL FIXTURES, SHELVES, CLOSET RODS, CABINETRY, COUNTERTOPS, AND FALSE BEAMS.

CODES



ZEHREN
AND ASSOCIATES, INC.
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LANDSCAPE ARCHITECTURE
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MECHANICAL
ELECTRICAL

CIVIL
STRUCTURAL

MOUNTAIN VILLAGE
LOT 30
TELLURIDE MOUNTAIN VILLAGE, CO
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ISSUED FOR:		
No.	DATE	COMMENT
A	03/23/2021	DESIGN REVIEW
B	03/30/2021	CONCEPT BUDGETING
C	04/28/2021	DESIGN REVIEW - 1
D	07/01/2021	DESIGN REVIEW - 2
E	07/29/2021	FINAL DESIGN REVIEW

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.

SCALE:



TRAMONTANA



INN AT LOST CREEK



BLUE MESA



BELVEDERE



ASPEN RIDGE



GRANITA



LUMIERE



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 ARCHITECTURE - PLANNING - INTERIORS
 LANDSCAPE ARCHITECTURE
 101 El Paseo
 Santa Barbara, California 93101
 (805) 963-6890 FAX (805) 963-8102

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 P.O. Box 1976 - Avon, Colorado 81620
 (970) 949-0257 FAX (970) 949-1080

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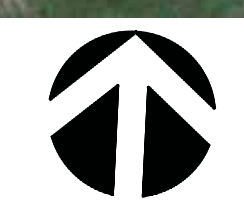
ISSUED FOR:

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		REVIEW
B	03/30/2021	CONCEPT BUDGETING
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LOCATION PLAN

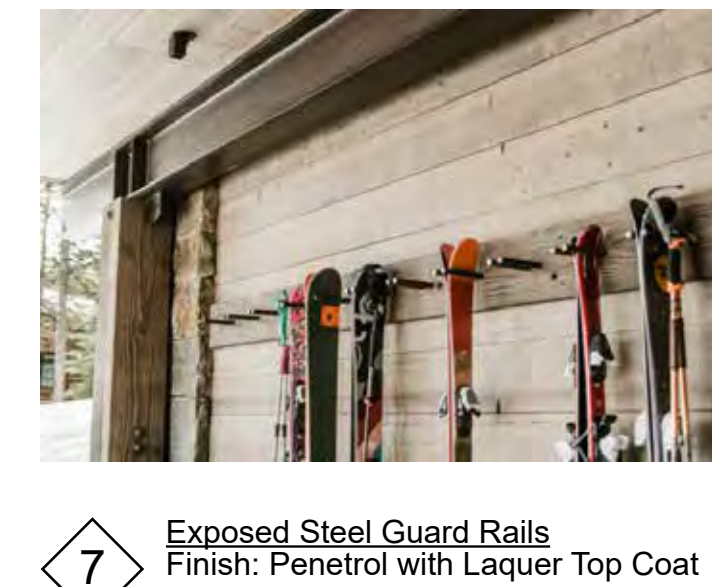
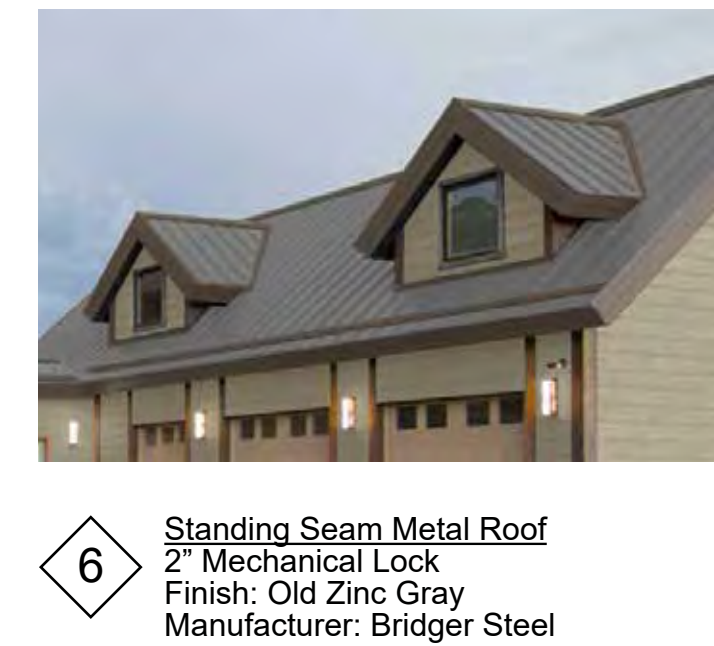
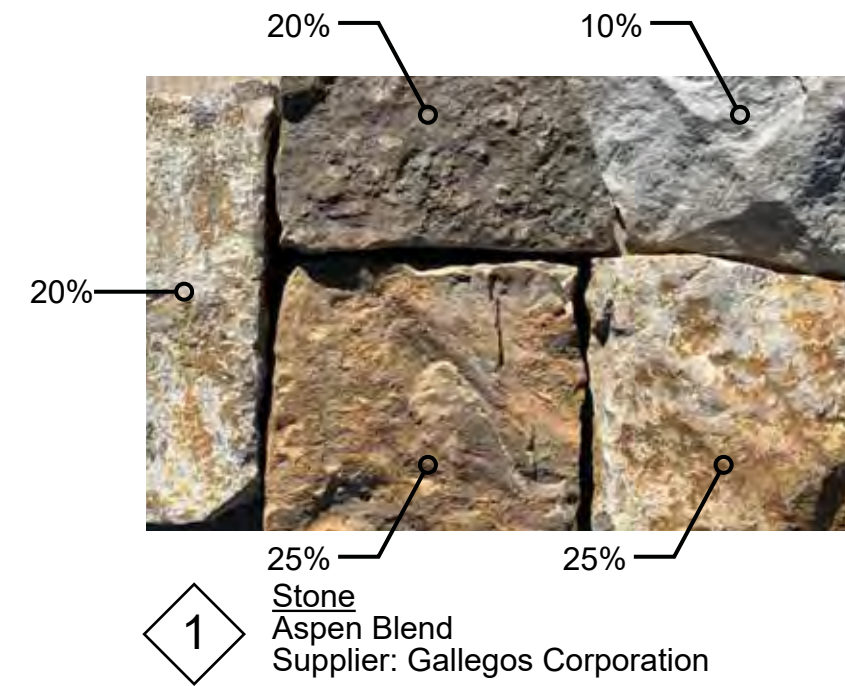
PROJECT No.	DATE
192733.00	03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
LP1.1
 SCALE:





1 ELEVATION - A (EAST)
A2.1 1/8"=1'-0"



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PROPOSED EXTERIOR MATERIALS

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R1.1
SCALE:



STONE
35.25%



STUCCO
23.75%



WOOD SIDING
26.75%



GLASS
10.25%



STEEL
4.00%

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EXTERIOR MATERIALS PERCENTAGES

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R1.2
SCALE:



ELEVATION - B (NORTH)
1/8"=1'-0"



ELEVATION - A (EAST)
1/8"=1'-0"

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**RENDERED
EXTERIOR
ELEVATIONS**

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R1.3
SCALE:



ELEVATION - H (SOUTH)

1/8"=1'-0"



ELEVATION - G (INTERIOR COURT SOUTH)

1/8"=1'-0"

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**RENDERED
 EXTERIOR
 ELEVATIONS**

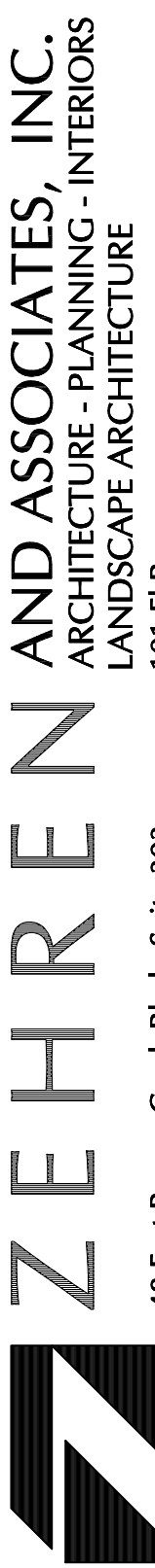
PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R1.4
 SCALE:



ELEVATION - F (INTERIOR COURTYARD NORTH)

1/8"=1'-0"



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LOT 30

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ISSUED FOR:

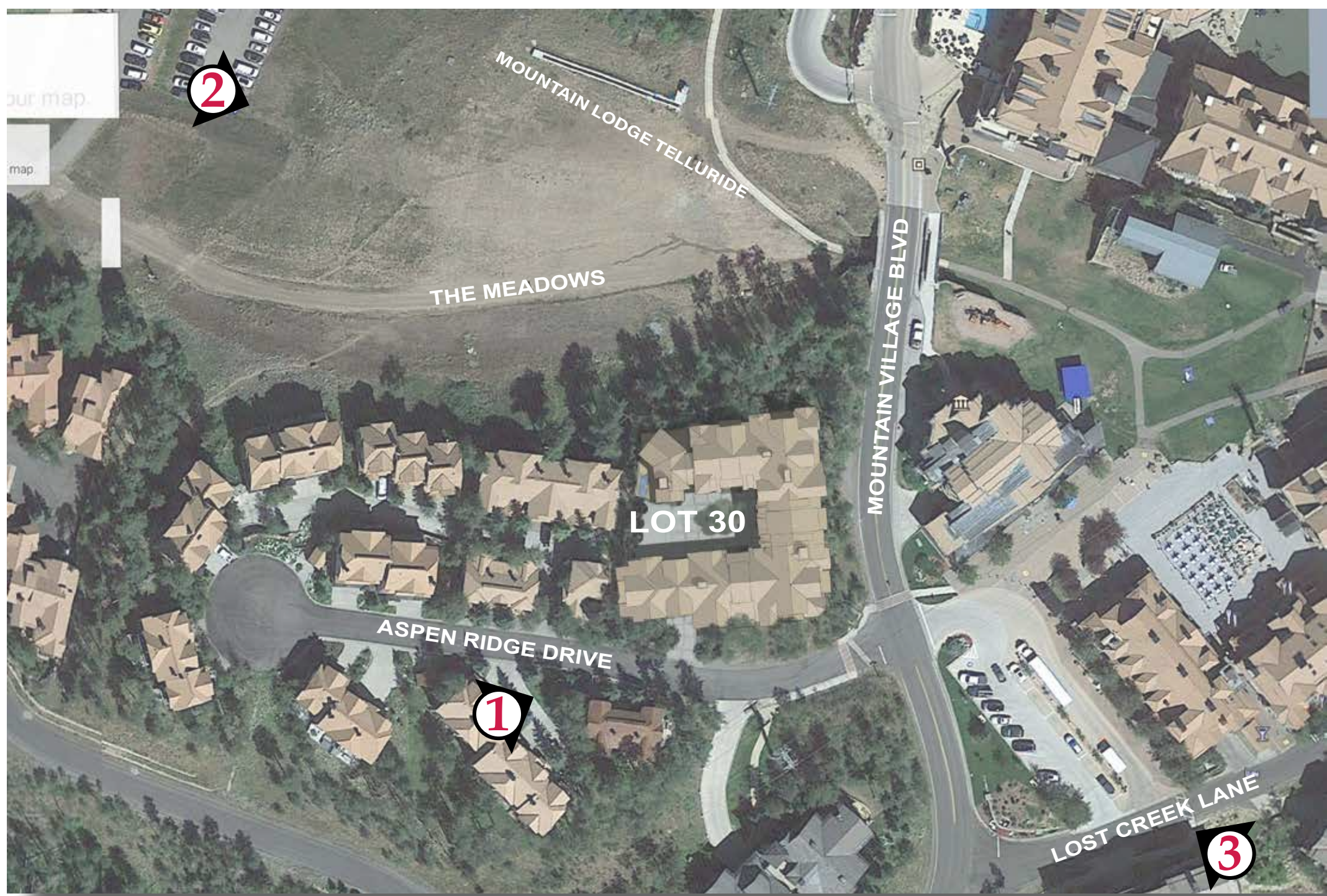
No.	DATE	COMMENT
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D	07/01/2021	DESIGN REVIEW - 2

**RENDERED
 EXTERIOR
 ELEVATIONS**

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R1.5

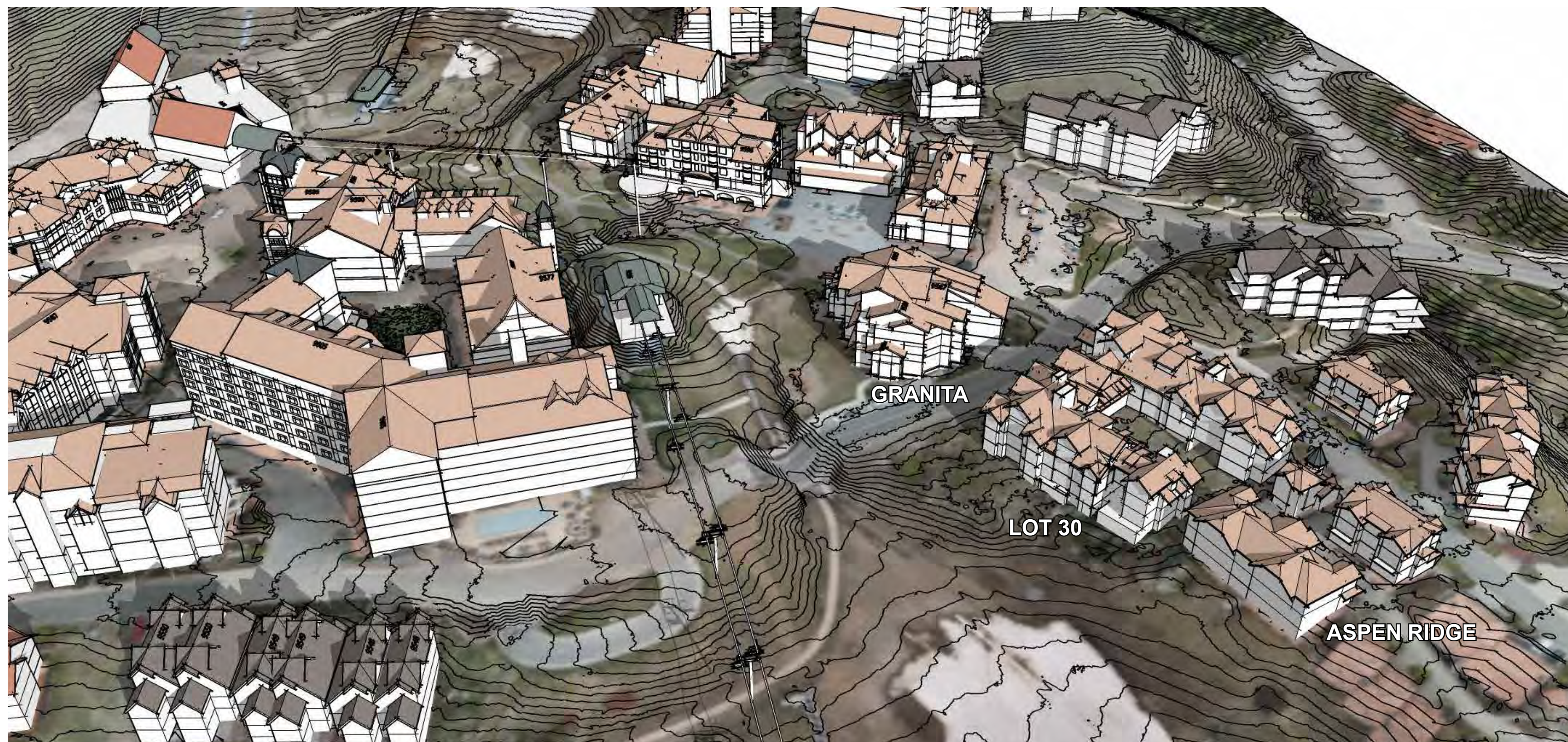
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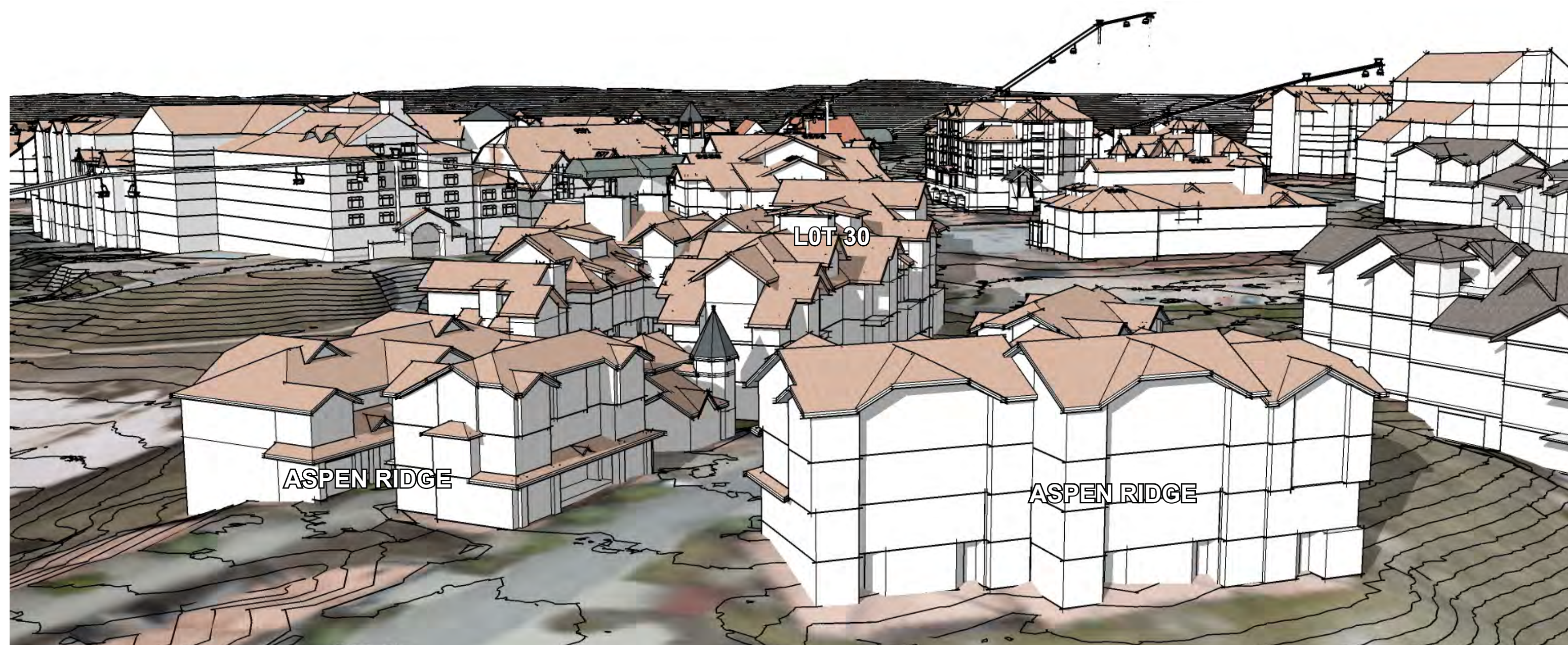
1 Northwest- Aspen Ridge Drive



3 Northwest Aerial - Lost Creek Lane



2 Southeast Aerial - The Meadows



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MECHANICAL

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LOT 30

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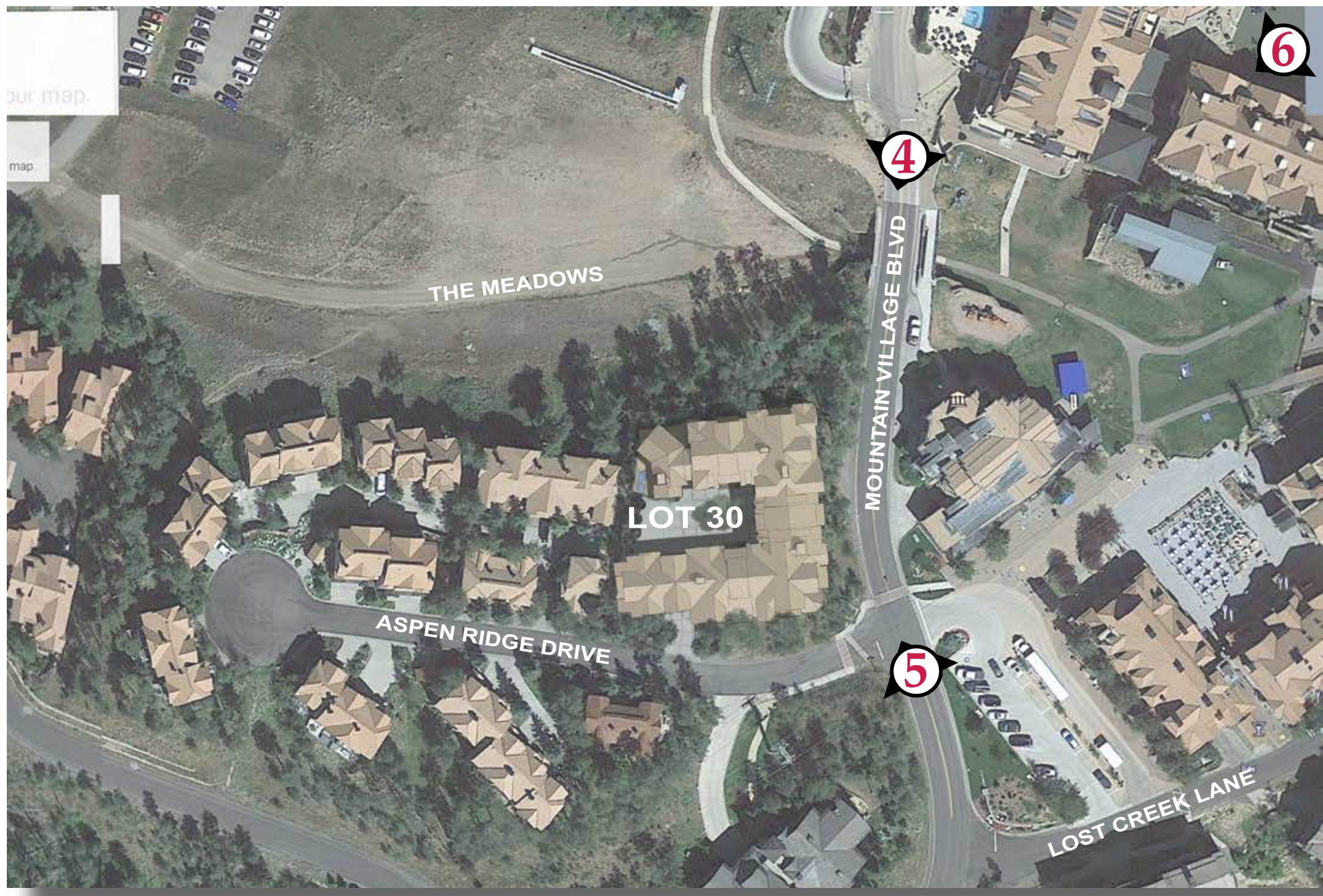
VILLAGE
CONTEXT

PROJECT No.	DATE
192733.00	03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.

R2.1

SCALE:



5 North - Mountain Village Boulevard



6 Southwest Aerial - Madeline



4 South - Mountain Village Boulevard

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PROJECT No.
192733.00

DATE
03/23/2021

DRAWN BY

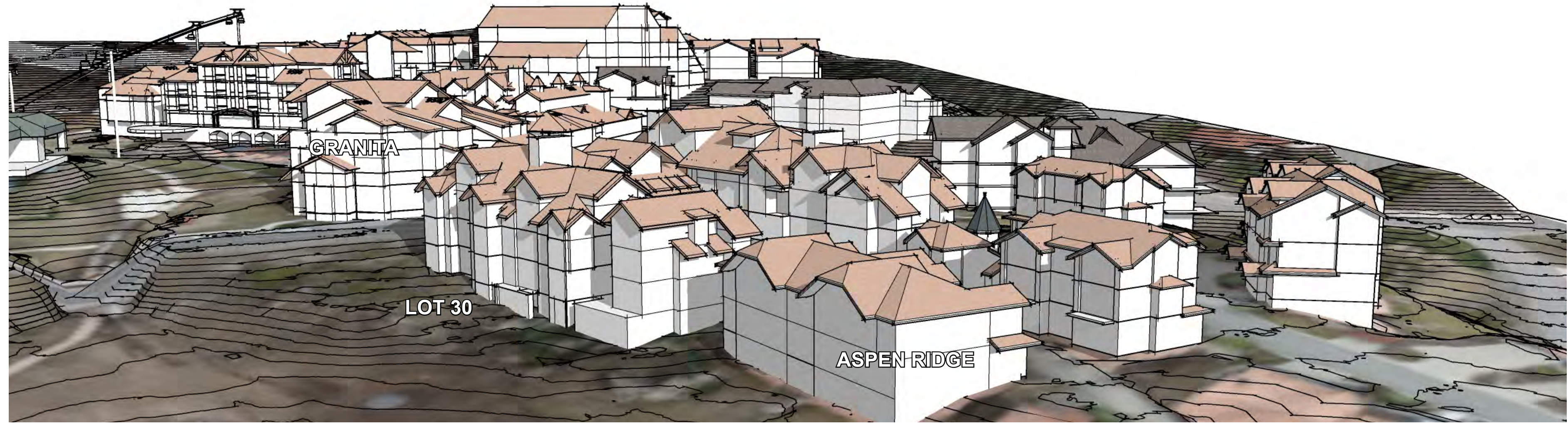
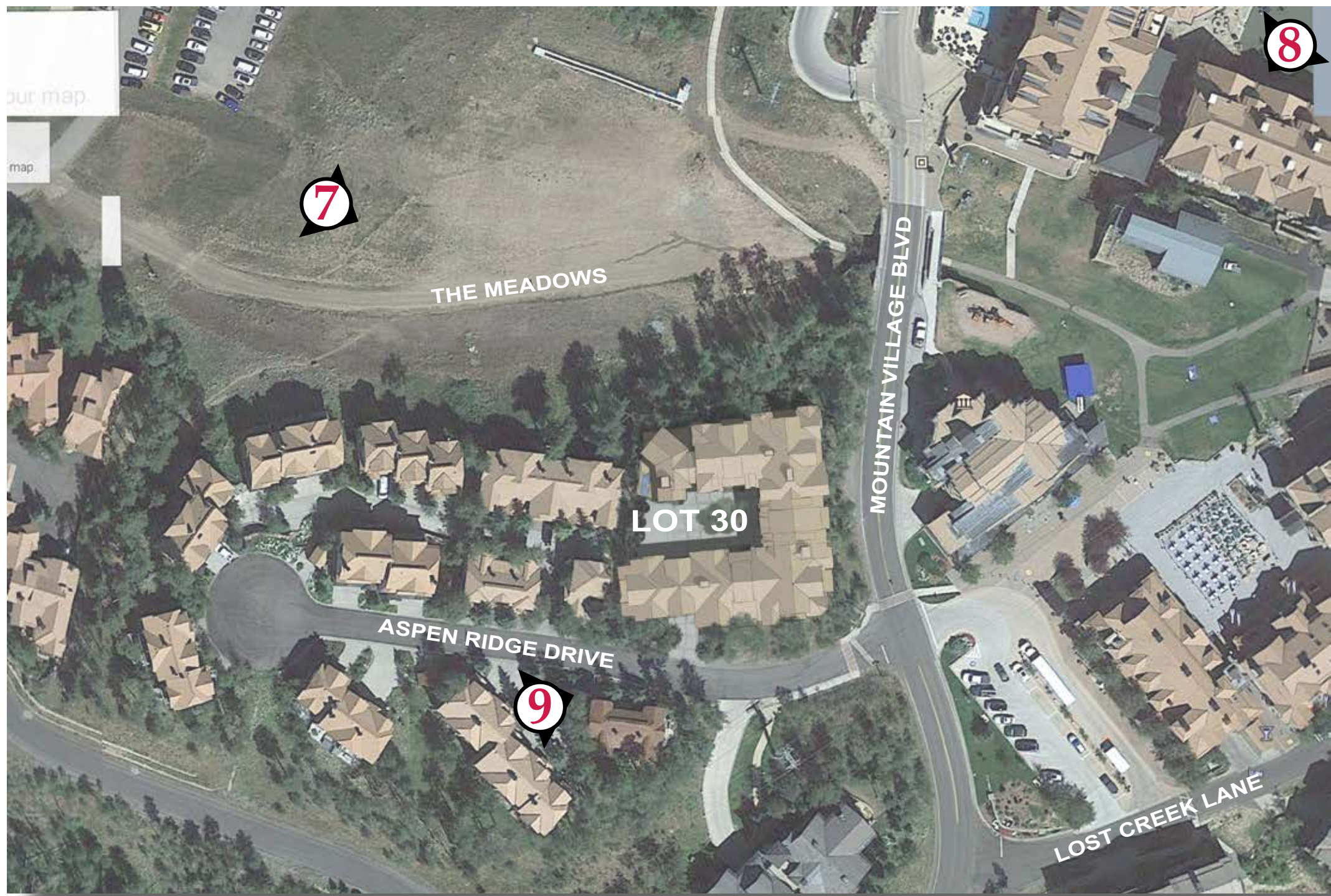
CHK BY

TRV BY

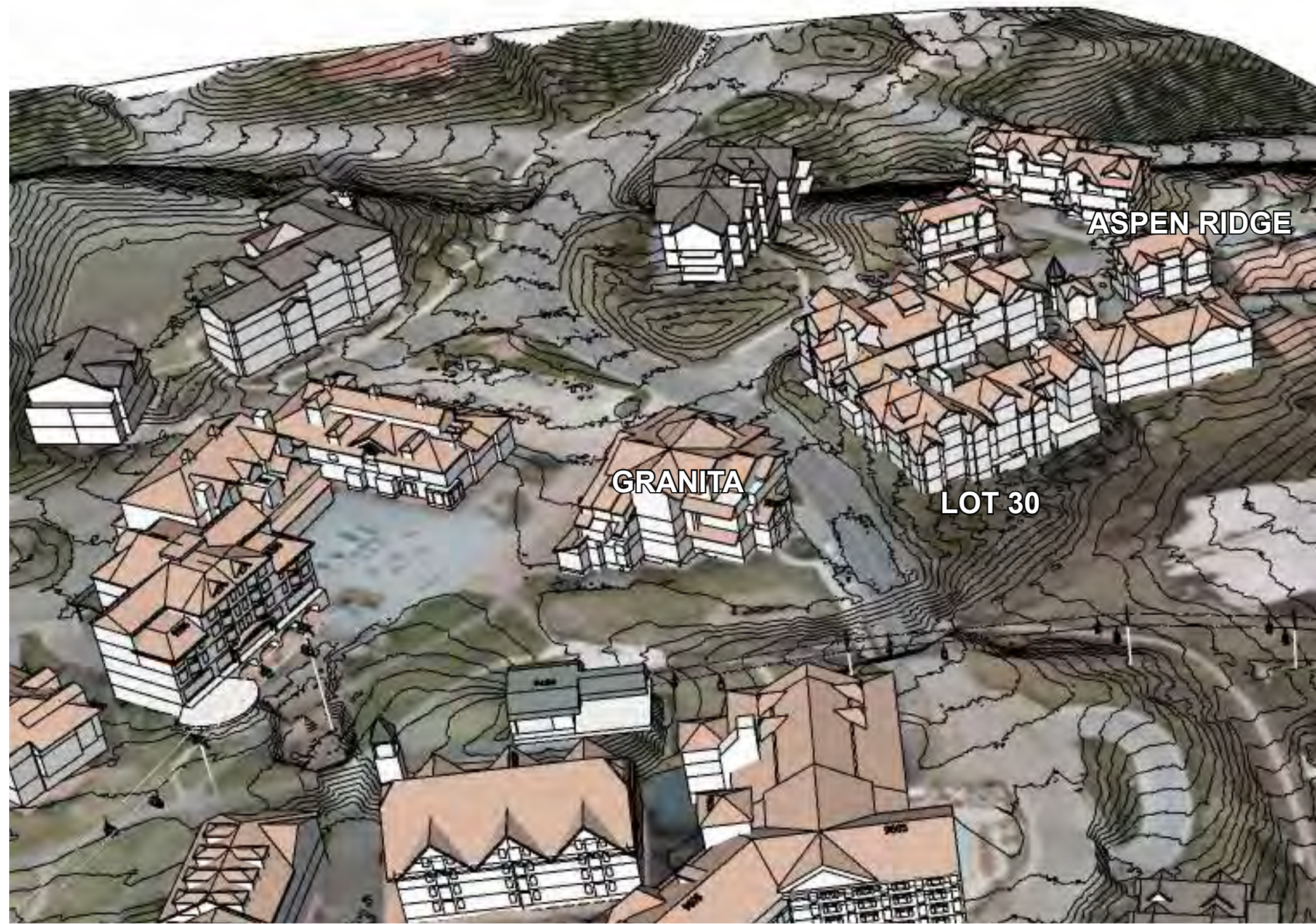
SHEET No.

R2.2

SCALE:



7 Southeast - The Meadows



8 Southwest Aerial - Madeline



9 Northeast Aerial - Aspen Ridge Drive

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VILLAGE CONTEXT

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R2.3
 SCALE:



④ South - Mountain Village Boulevard



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ZEHREN

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PROJECT No.	DATE
192733.00	03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R3.1
 SCALE:



⑤ North - Mountain Village Boulevard

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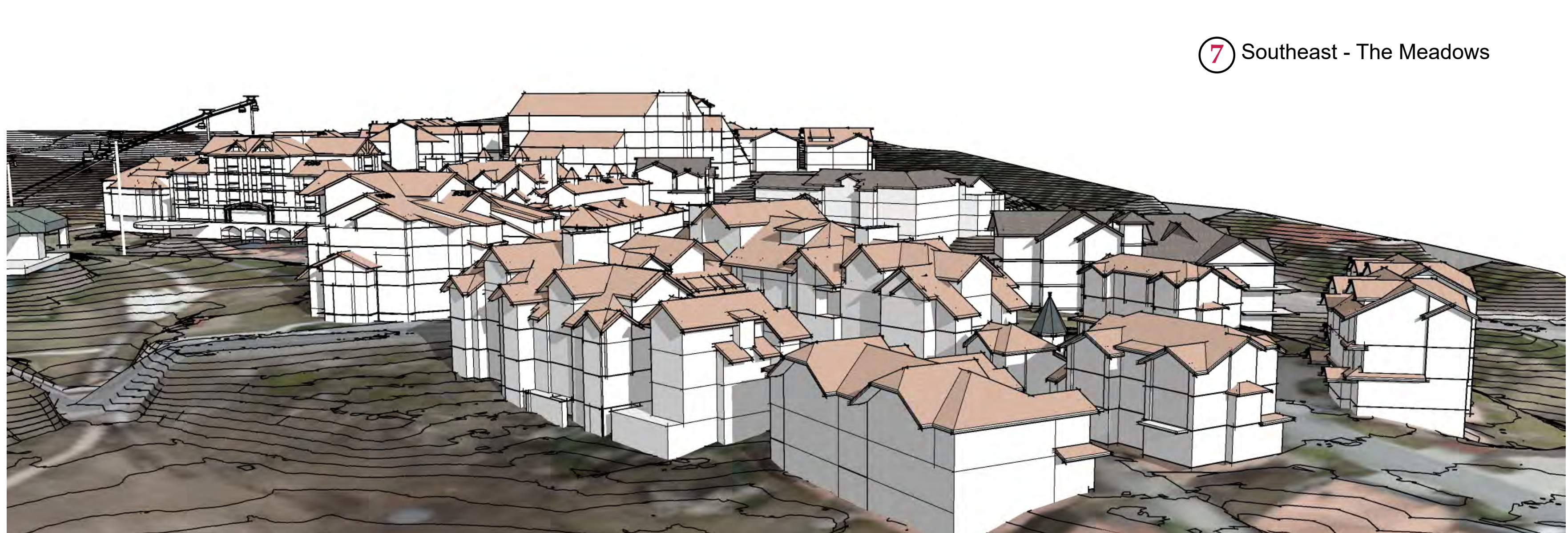
ISSUED FOR:

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STREET VIEW

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R3.2
 SCALE:



7 Southeast - The Meadows



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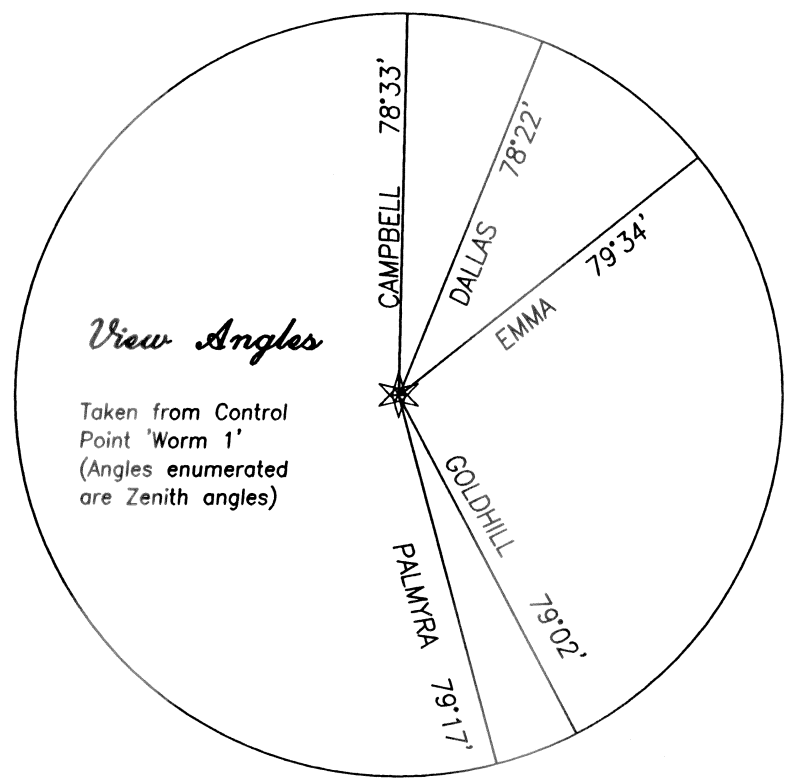
ISSUED FOR:

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B	03/30/2021	CONCEPT BUDGETING
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STREET VIEW

PROJECT No.	DATE
192733.00	03/23/2021
DRAWN BY	CHK BY TRV BY

SHEET No.
R3.3
 SCALE:



This Topographic survey of a portion of Lot 30, Mountain Village, Filing No. 1 was field surveyed in June of 2008 under the direct responsibility, supervision and checking of Joshua J. Casselberry, of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.



P.L.S. NO.37903

Date

NOTES

1. This survey does not constitute a title search by Foley Associates, Inc. to determine the ownership of this property or easements of record.
2. Benchmark: Control Point "WORM-1", an 8" spike set flush to the natural ground, as shown hereon, having an elevation of 9528.04 feet.

LOT 10

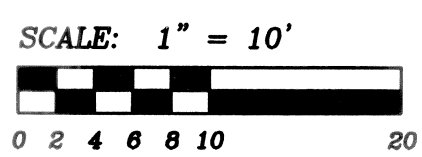
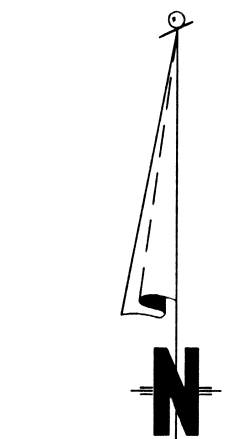
LOT 11

LOT 30

MOUNTAIN VILLAGE BOULEVARD

Legend

- ASPEN 2" TO 6"
- ASPEN 8" TO 12"
- ASPEN 14" TO 18"
- FIR 3" TO 6"
- FIR 8" TO 12"
- FIR 14" TO 20"
- SPRUCE 3" TO 6"
- SPRUCE 8" TO 12"
- SPRUCE 14" TO 20"
- WATER VALVE



TOPOGRAPHIC SURVEY
LOT 30, FILING 1, MOUNTAIN VILLAGE

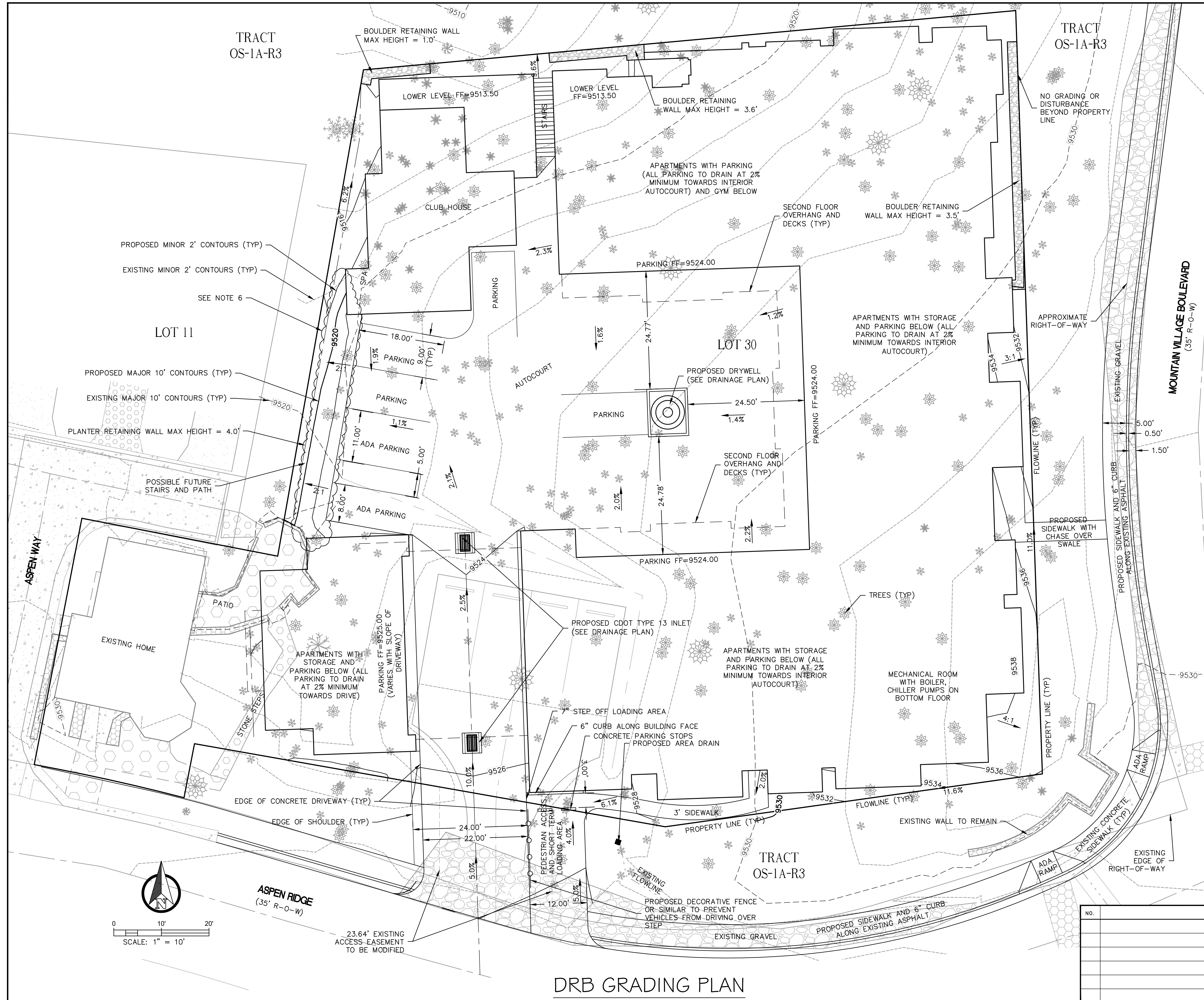
Project Mgr:	Rev.	description	date	by
JC				
Technician:	SS			
Checked by:				
Start date:	6/4/08			



970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

Drawing path: W:\JOBS\96004\TOPO-TREES-05-08

Sheet 1 of 1 Project #: 96004

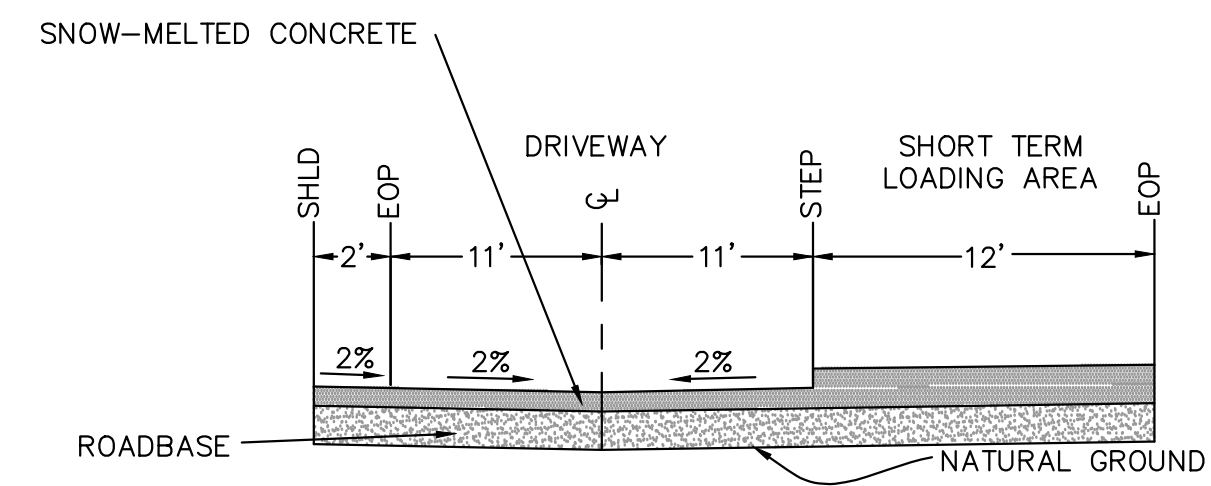
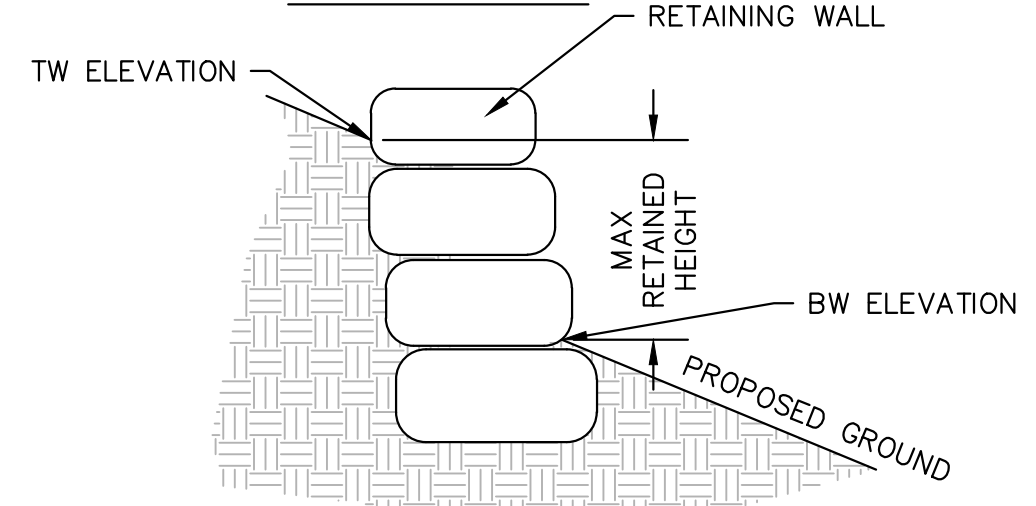


DRB GRADING PLAN

NOTES

1. THIS IS A PLANNING DOCUMENT ONLY AND NOT TO BE USED FOR CONSTRUCTION.
2. EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY FOLEY ASSOCIATES INC AND WAS COMBINED WITH THE PARKING LOT DESIGN THAT WAS CONSTRUCTED IN 2019.
3. MAXIMUM SLOPE GRADING TO BE 2.5(H):1(V).
4. ACCESS EASEMENT TO BE RELOCATED TO INCORPORATE THE DRIVEWAY EXTENTS.
5. RETAINING WALL HEIGHTS DO NOT INCLUDE CAP OR FOUNDATION.
6. SLOPES TO BE MECHANICALLY STABILIZED WITH BOULDERS AND GEOTEXTILE WITH SEED MAT OR SIMILAR. CONFIRM WITH GEOTECHNICAL ENGINEER, LANDSCAPE AND ARCHITECTURAL DRB PLANS BEFORE PREPARING CONSTRUCTION PLANS.

LEGEND



TYPICAL DRIVEWAY CONCRETE SECTION WITH SNOWMELT

FOR DRB ONLY AND NOT FOR CONSTRUCTION

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
 OR
811
 CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

THESE FINAL DRB PLANNING DOCUMENTS WERE PREPARED BY ME AND UNDER MY DIRECT SUPERVISION ON BEHALF OF ALPINE LAND CONSULTING, LLC FOR AVENTURA, LLC AND INCLUDES PRELIMINARY DRB PLANNING DESIGN ONLY, AND DOES NOT INCLUDE ANY OTHER PLANNING OR ENGINEERING.



GREGORY E. ANDERSON
 COLORADO PROFESSIONAL ENGINEER
 REGISTRATION NO. 35736



ALPINE LAND CONSULTING, LLC
 P.O. BOX 234
 RICO, COLORADO 81332
 970-708-0326
 GREGG@ALPINELANDCONSULTING.COM

LOT 30 TOWN OF MOUNTAIN VILLAGE
 DRB GRADING PLAN

CLIENT:
 AVENTURA LLC
 LOUIS ALAIA
 18990 SANTA CLARA CIR
 FOUNDATION VALLEY, CA 92708

DATE: JULY 22, 2021

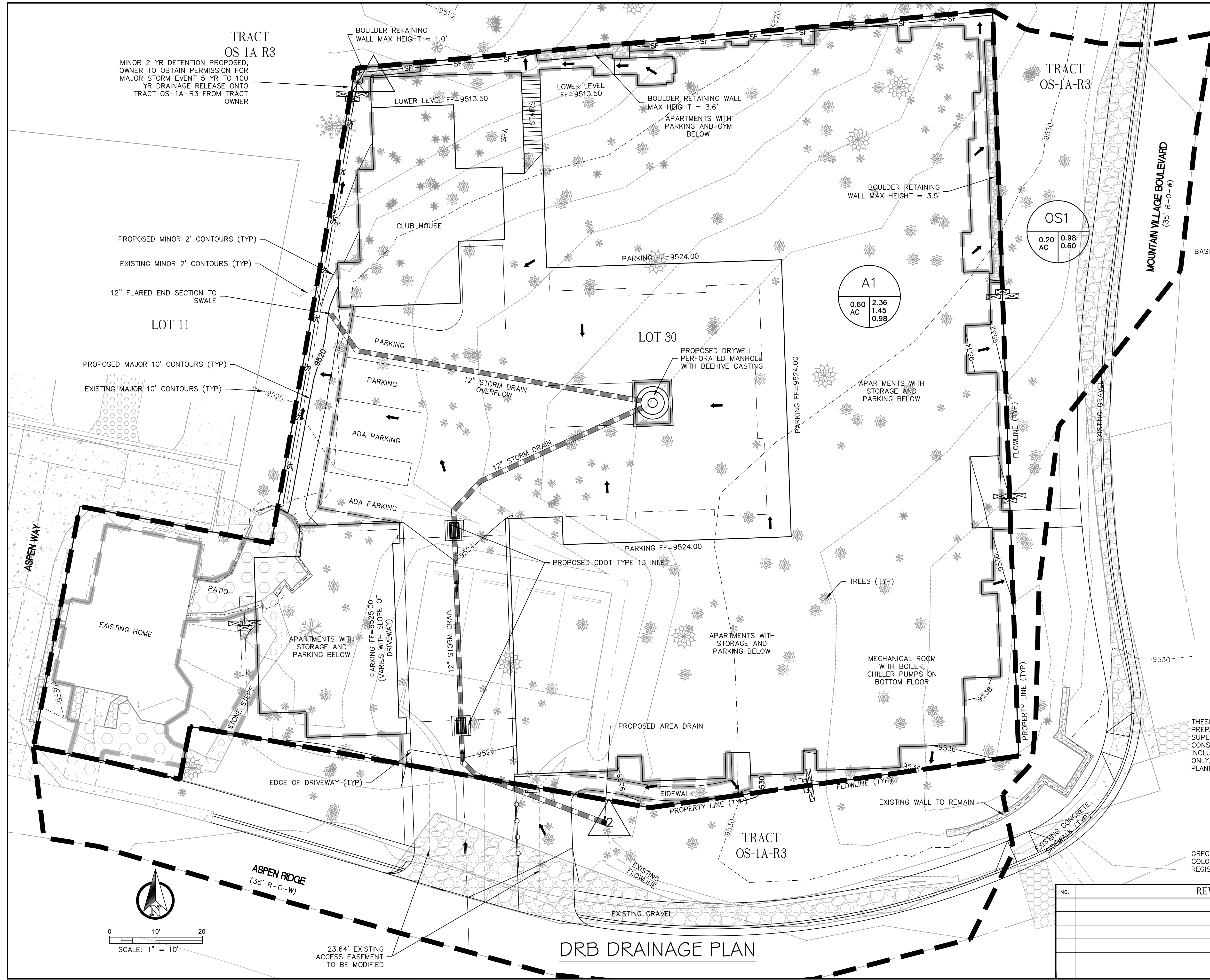
PROJECT #: 2019009

PROJECT MANAGER: GEA
 DRAWN BY: GEA/ADM

SHEET #:

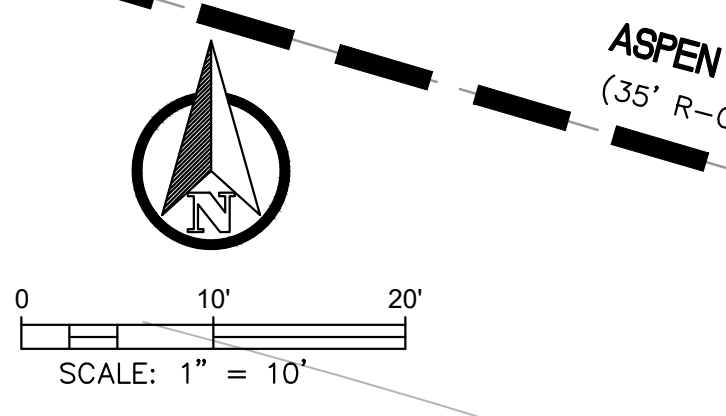
1 OF 3

NO.	REVISIONS	DATE



TRACT OS-1A-R3
 MINOR 2 YR DETENTION PROPOSED, OWNER TO OBTAIN PERMISSION FOR MAJOR STORM EVENT 5 YR TO 100 YR DRAINAGE RELEASE ONTO TRACT OS-1A-R3 FROM TRACT OWNER

PROPOSED MINOR 2' CONTOURS (TYP)
 EXISTING MINOR 2' CONTOURS (TYP)
 12" FLARED END SECTION TO SWALE
 LOT 11
 PROPOSED MAJOR 10' CONTOURS (TYP)
 EXISTING MAJOR 10' CONTOURS (TYP)



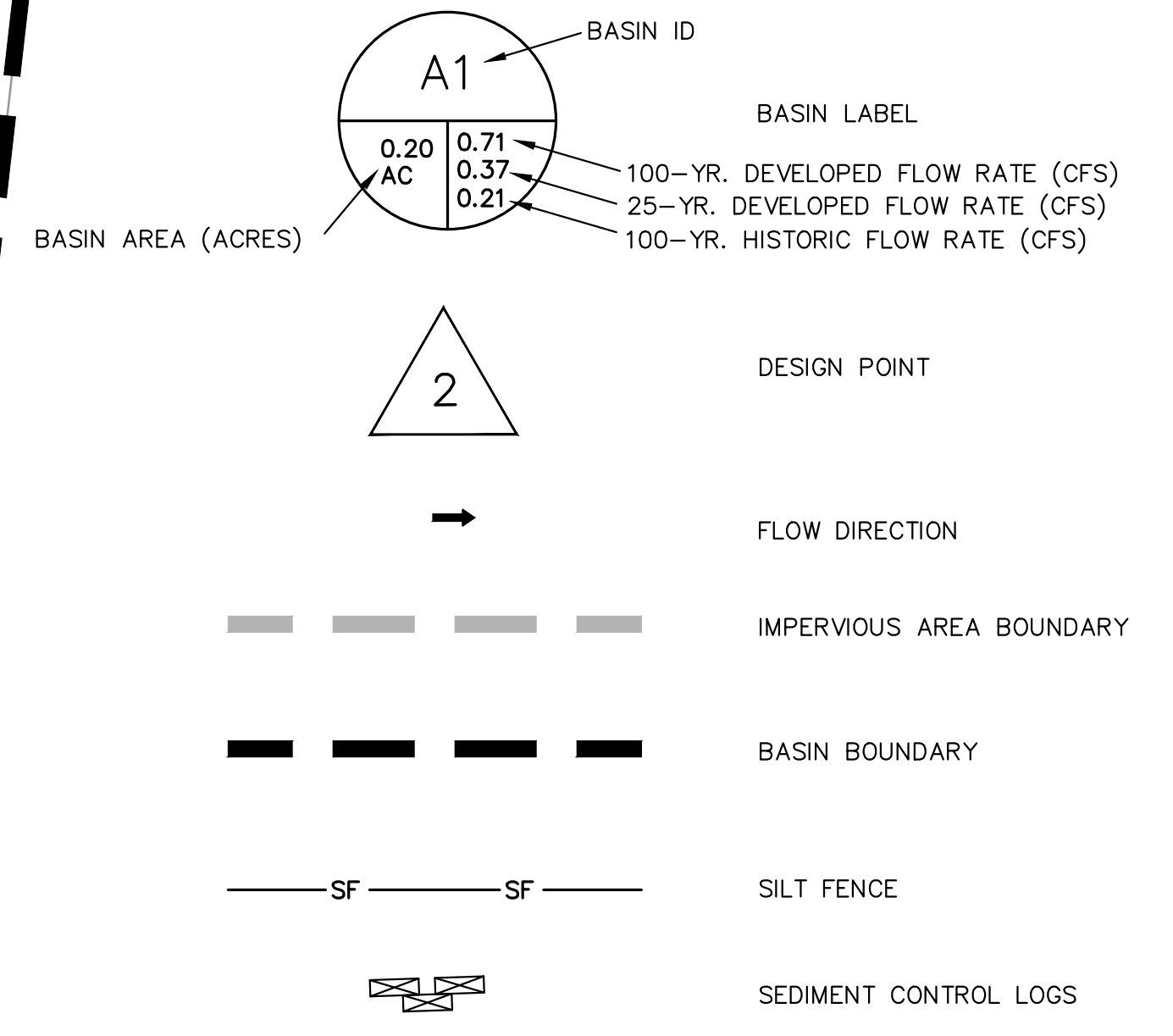
23.64' EXISTING ACCESS EASEMENT TO BE MODIFIED

DRB DRAINAGE PLAN

NOTES

1. THIS IS A PLANNING DOCUMENT ONLY AND NOT TO BE USED FOR CONSTRUCTION.
2. ALL EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY FOLEY ASSOCIATES INC.
3. MAXIMUM SLOPE GRADING TO BE 2.5(H):1(V).
4. RETAINING WALL MAX HEIGHTS DO NOT INCLUDE FOUNDATION OR CAPS (SEE SHEET 1 LEGEND).

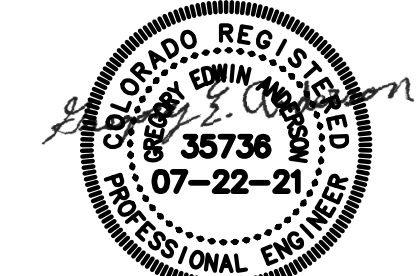
LEGEND



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1-800-922-1987
 OR
811
 CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

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GREGORY E. ANDERSON
 COLORADO PROFESSIONAL ENGINEER
 REGISTRATION NO. 35736

ALPINE LAND CONSULTING, LLC
 P.O. BOX 234
 RICO, COLORADO 81332
 970-708-0326
 GREGG@ALPINELANDCONSULTING.COM

LOT 30 TOWN OF MOUNTAIN VILLAGE
 DRB DRAINAGE PLAN

CLIENT:
 AVENTURA LLC
 LOUIS ALAIA
 18890 SANTA CLARA CIR
 FOUNDATION VALLEY, CA 92708

DATE: JULY 22, 2021

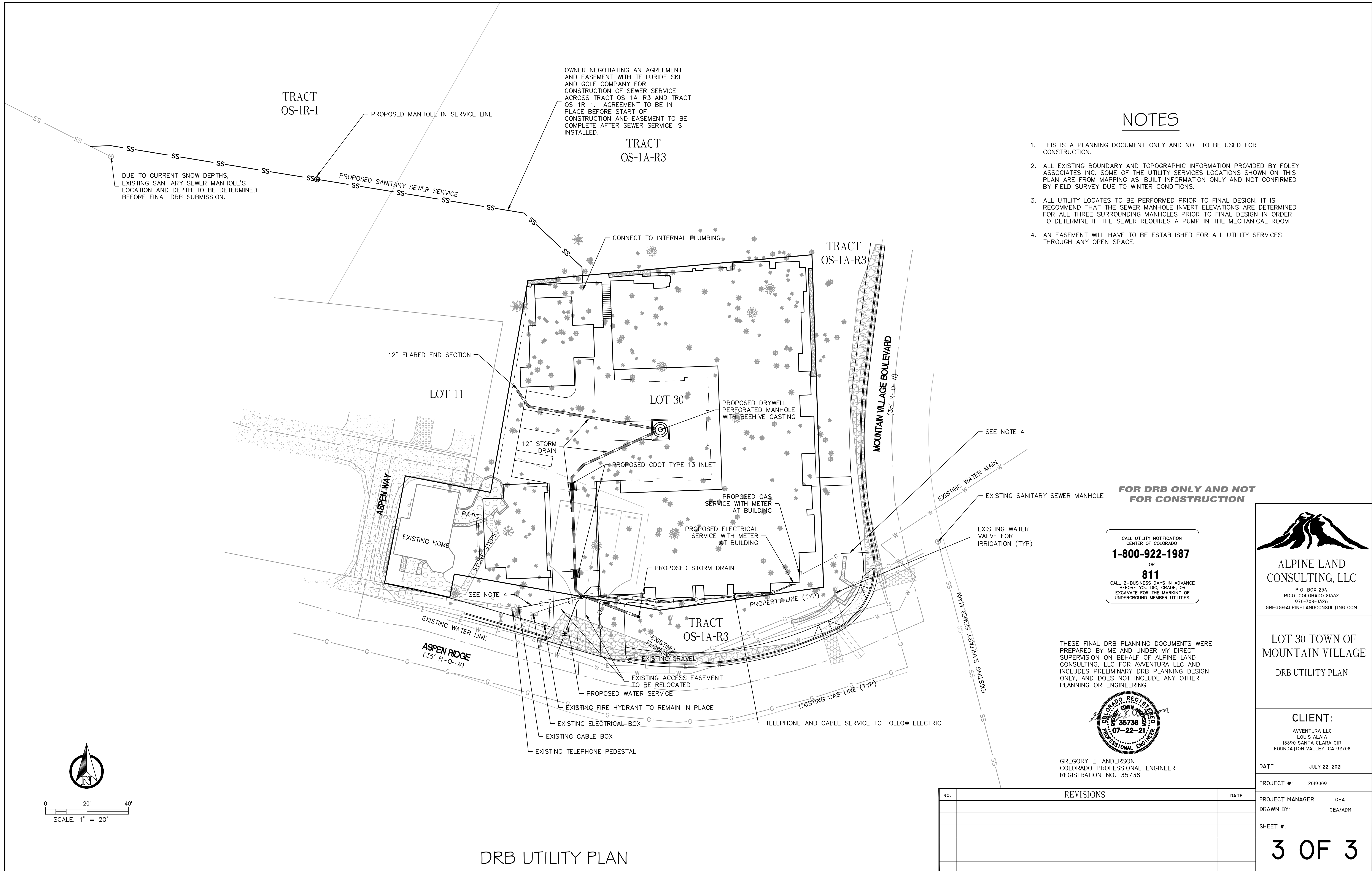
PROJECT #: 2019009

PROJECT MANAGER: GEA
 DRAWN BY: GEA/ADM

SHEET #:

2 OF 3

NO.	REVISIONS	DATE



OWNER NEGOTIATING AN AGREEMENT AND EASEMENT WITH TELLURIDE SKI AND GOLF COMPANY FOR CONSTRUCTION OF SEWER SERVICE ACROSS TRACT OS-1A-R3 AND TRACT OS-1R-1. AGREEMENT TO BE IN PLACE BEFORE START OF CONSTRUCTION AND EASEMENT TO BE COMPLETE AFTER SEWER SERVICE IS INSTALLED.

DUE TO CURRENT SNOW DEPTHS, EXISTING SANITARY SEWER MANHOLE'S LOCATION AND DEPTH TO BE DETERMINED BEFORE FINAL DRB SUBMISSION.

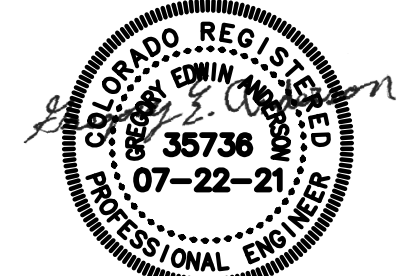
NOTES

1. THIS IS A PLANNING DOCUMENT ONLY AND NOT TO BE USED FOR CONSTRUCTION.
2. ALL EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY FOLEY ASSOCIATES INC. SOME OF THE UTILITY SERVICES LOCATIONS SHOWN ON THIS PLAN ARE FROM MAPPING AS-BUILT INFORMATION ONLY AND NOT CONFIRMED BY FIELD SURVEY DUE TO WINTER CONDITIONS.
3. ALL UTILITY LOCATES TO BE PERFORMED PRIOR TO FINAL DESIGN. IT IS RECOMMEND THAT THE SEWER MANHOLE INVERT ELEVATIONS ARE DETERMINED FOR ALL THREE SURROUNDING MANHOLES PRIOR TO FINAL DESIGN IN ORDER TO DETERMINE IF THE SEWER REQUIRES A PUMP IN THE MECHANICAL ROOM.
4. AN EASEMENT WILL HAVE TO BE ESTABLISHED FOR ALL UTILITY SERVICES THROUGH ANY OPEN SPACE.

FOR DRB ONLY AND NOT FOR CONSTRUCTION

CALL UTILITY NOTIFICATION CENTER OF COLORADO
1-800-922-1987
 OR
811
 CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

THESE FINAL DRB PLANNING DOCUMENTS WERE PREPARED BY ME AND UNDER MY DIRECT SUPERVISION ON BEHALF OF ALPINE LAND CONSULTING, LLC FOR AVENTURA, LLC AND INCLUDES PRELIMINARY DRB PLANNING DESIGN ONLY, AND DOES NOT INCLUDE ANY OTHER PLANNING OR ENGINEERING.



GREGORY E. ANDERSON
 COLORADO PROFESSIONAL ENGINEER
 REGISTRATION NO. 35736



LOT 30 TOWN OF MOUNTAIN VILLAGE
 DRB UTILITY PLAN

CLIENT:
 AVENTURA LLC
 LOUIS ALAIA
 18890 SANTA CLARA CIR
 FOUNDATION VALLEY, CA 92708

DATE: JULY 22, 2021

PROJECT #: 2019009

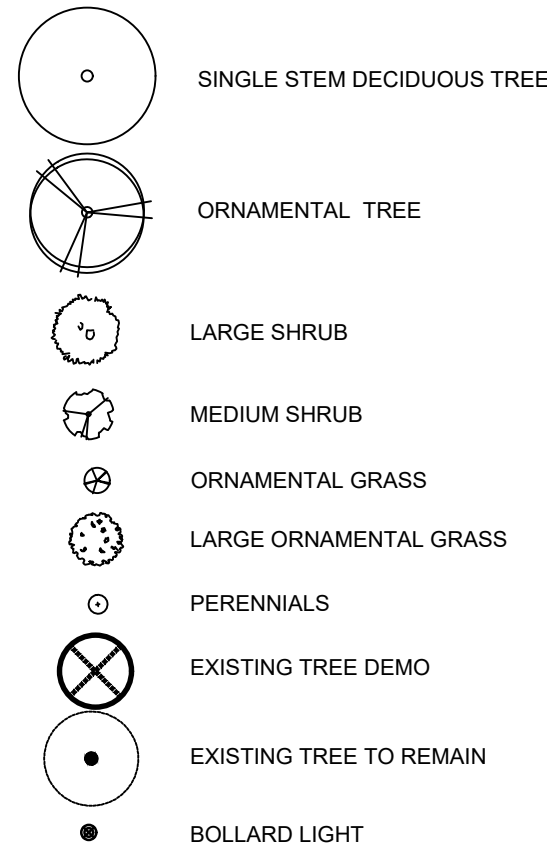
PROJECT MANAGER: GEA
 DRAWN BY: GEA/ADM

SHEET #:
3 OF 3

NO.	REVISIONS	DATE

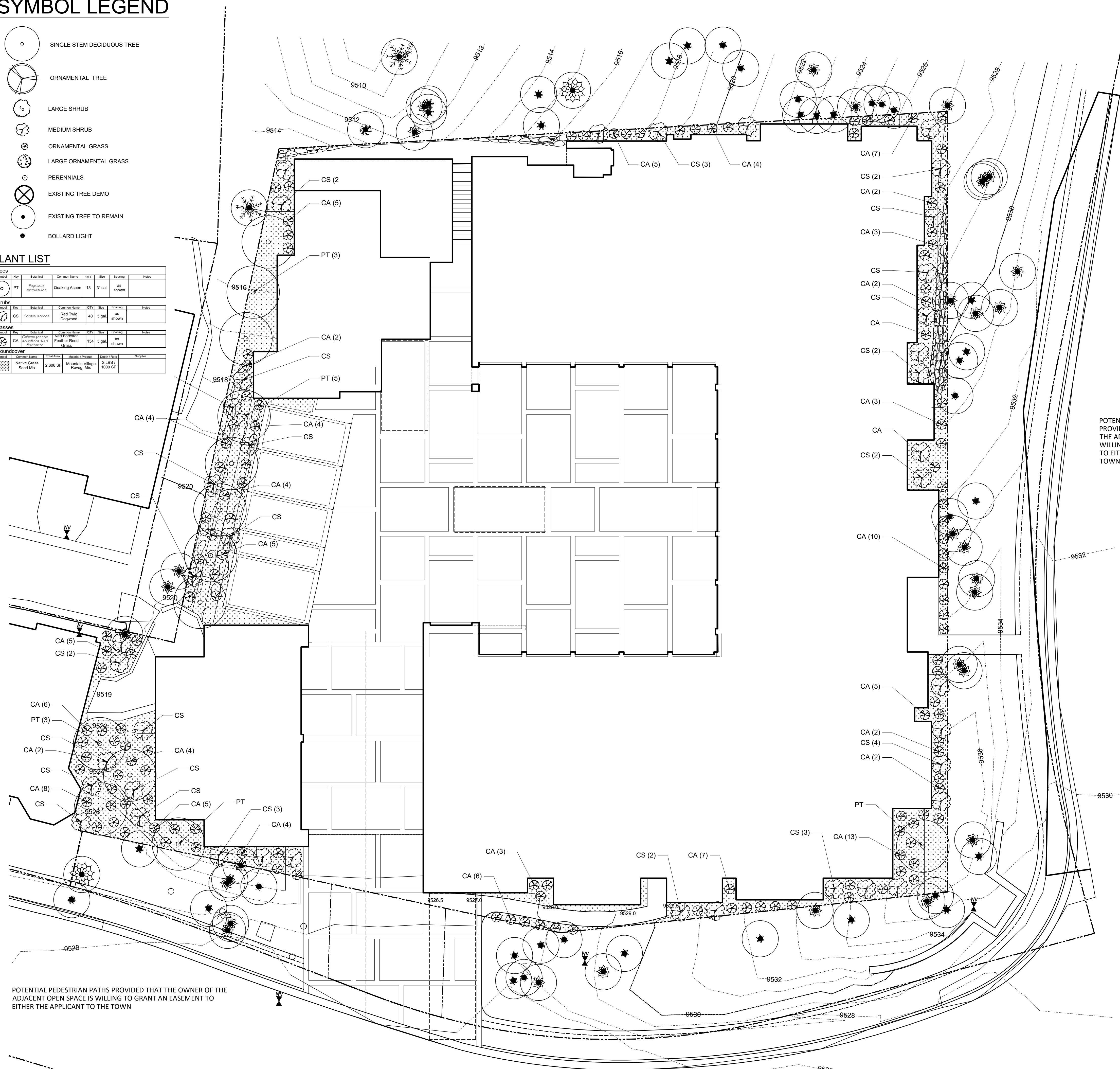
DRB UTILITY PLAN

SYMBOL LEGEND



PLANT LIST

Tree	Symbol	Botanical	Common Name	HT	Sp. Sp.	Notes
PT	(Symbol)	<i>Populus tremuloides</i>	Quaking Aspen	13'	7' cal.	as shown
Shrubs	Symbol	Botanical	Common Name	HT	Sp. Sp.	Notes
CS	(Symbol)	<i>Cornus sericea</i>	Red Twig Dogwood	40'	5 gal.	as shown
Grasses	Symbol	Botanical	Common Name	HT	Sp. Sp.	Notes
CA	(Symbol)	<i>Chlorophytum comosum</i>	Spider Plant	13"	5 gal.	as shown
Groundcover	Symbol	Botanical	Common Name	HT	Sp. Sp.	Notes
(Symbol)		<i>Native Grass</i>	Mountain Village	2' LBS / 1000 SF		



POTENTIAL PEDESTRIAN PATHS PROVIDED THAT THE OWNER OF THE ADJACENT OPEN SPACE IS WILLING TO GRANT AN EASEMENT TO EITHER THE APPLICANT TO THE TOWN

POTENTIAL PEDESTRIAN PATHS PROVIDED THAT THE OWNER OF THE ADJACENT OPEN SPACE IS WILLING TO GRANT AN EASEMENT TO EITHER THE APPLICANT TO THE TOWN

1 LANDSCAPE PLAN

NOTES

SITE AND LANDSCAPE NOTES:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, AND LOCAL GOVERNMENT STANDARDS PER THE APPROVED PLANS.
- CONTRACTORS SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATES OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND BECOMING AWARE OF ALL UNDERGROUND UTILITIES AND SUB-SURFACE INFRASTRUCTURE. CONTRACTORS SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE TO UTILITIES.
- ALL STRUCTURAL ELEMENTS, BOULDERS AND TREES THAT ARE NOT IDENTIFIED FOR DEMOLITION OR REMOVAL ARE TO BE PRESERVED AND PROTECTED DURING ALL PERIODS OF WORK. CONTRACTOR IS RESPONSIBLE FOR COST AND OR REPLACEMENT FOR ANY ITEM DAMAGED DURING THE COURSE OF WORK.
- CONTRACTOR SHALL SUBMIT A WRITTEN DOCUMENT TO INCLUDE THE WARRANTY AND GUARANTEE OF ALL WORK AND MATERIALS INCLUDED WITHIN THE CONTRACT AS DESCRIBED IN THE GENERAL CONDITIONS.
- ALL SITE AND LANDSCAPE ELEMENTS SHALL BE LOCATED AND LAID OUT IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
- ALL TREES LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. SHRUBS SHALL BE LAID OUT IN THE FIELD BY THE CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
- THE PLANT LISTS ARE PROVIDED FOR REFERENCE ONLY, AND THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT COUNTS AND IF A DISCREPANCY EXISTS, THE PLAN SHALL DICTATE.
- THE CONTRACTOR SHALL NOT DELIBERATELY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, AND OTHER CONFLICTS EXIST THAT WERE NOT KNOWN DURING DESIGN. IN THESE CIRCUMSTANCES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND GENERAL CONTRACTOR. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO PROVIDE SUCH NOTICE.
- IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF PLANTING AREAS AND AREAS SHOWN ON THE PLANS, LANDSCAPE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR RESOLUTION.
- FINAL LOCATION AND STAKING OF ALL PLANT AND HARDSCAPE MATERIALS SHALL BE PERFORMED BY THE LANDSCAPE CONTRACTOR AT THE DIRECTION OF THE LANDSCAPE ARCHITECT. CONTRACTOR SHALL NOT PROCEED WITH PLANTING AND FINAL INSTALLATION UNTIL LAYOUT AND STAKING HAS BEEN FULLY APPROVED BY THE LANDSCAPE ARCHITECT.
- CONTRACTORS SHALL PROVIDE OWNER WITH UNIT COSTS FOR ALL SITE AND LANDSCAPE ELEMENTS AND PLANTINGS AND INCLUDE ALL COSTS FOR MATERIAL, LABOR, TRANSPORTATION, HANDLING, OVERHEAD AND PROFIT, SPECIFICALLY AS REQUESTED.
- ALL BOULDER PLACEMENT IS TO BE APPROVED IN ADVANCE BY LANDSCAPE ARCHITECT PRIOR TO FINAL PLACEMENT.
- NO SUBSTITUTIONS FOR ANY MATERIALS SPECIFIED SHALL BE MADE WITHOUT LANDSCAPE ARCHITECT APPROVAL.
- ALL ROADWAY AREAS WITHIN AND SURROUNDING WORK AREAS SHALL BE SWEEPED AND CLEANED AT COMPLETION OF WORK EACH DAY AND NO MATERIALS SHALL BE STORED WITHIN OR SURROUNDING THE WORK AREA OVERNIGHT. CONSTRUCTION SHALL NOT BE CONSIDERED COMPLETE UNTIL ALL PROJECT AREAS HAVE BEEN CLEANED OF ALL DIRT, DEBRIS, MATERIALS, AND ALL DAMAGED ITEMS REPAIRED WITH ACCEPTANCE BY THE LANDSCAPE ARCHITECT.

PLANTING NOTES AND SPECIFICATIONS:

- ALL PLANT MATERIALS SHALL BE NURSERY GROWN. PLANTS SHALL BE HEALTHY AND FREE OF DISEASE AND PESTS. ALL PLANT MATERIAL IS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL SUPPLY PHOTOS AND LOCATION OF THE SOURCE OF ALL TREES AND SHRUBS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY OF MATERIALS TO THE PROJECT SITE(S).
- ALL CONTAINER PLANTS SHALL HAVE BEEN GROWN IN THE CONTAINERS IN WHICH THEY ARE DELIVERED FOR A MINIMUM OF TWO MONTHS, BUT NOT MORE THAN TWO YEARS FOR SHRUBS AND GRASSES AND ONE YEAR FOR PERENNIALS AND GROUND COVERS.
- PLANTING BACKFILL IS TO CONSIST OF 66% NATIVE TOPSOIL AND 33% ORGANIC COMPOST TO A DEPTH OF 9". TILL 5" OF TOPSOIL IMPORT AND 3" OF COMPOST FOR ALL AREAS TO BE PLANTED.
- ALL TREE AND SHRUB PLANTING AREAS ARE TO BE MULCHED WITH 3" MULCH.
- ALL PERENNIAL BEDS SHALL BE COVERED WITH A TOP COAT OF 2" OF COMPOST (NO MULCH). CONTRACTOR SHALL PROVIDE A SAMPLE OF COMPOST AND ITS SOURCE TO LANDSCAPE ARCHITECT PRIOR TO PLANT INSTALLATION.
- TREES SHALL HAVE ALL BINDING MATERIAL REMOVED AROUND THE BASE OF THE TRUNK AND BURLAP MATERIALS REMOVED AT LEAST HALFWAY TO THE MIDDLE OF THE ROOT BALL PRIOR TO BACKFILLING AND PLANTING.
- EVERGREEN TREES GREATER THAN 6' ARE TO BE STAKED WITH (3) 5' STEEL T-STAKES AND GUYED WITH GALVANIZED WIRE. SEE PLANTING DETAILS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ERADICATION, REMOVAL, DISPOSAL OF WEEDS WITHIN THE LIMITS OF WORK DURING THE CONSTRUCTION PERIOD AND THROUGH THE PROJECT'S FINAL ACCEPTANCE.
- AT THE TIME OF PLANTING ALL NEWLY PLANTED TREES AND SHRUBS SHALL BE FERTILIZED WITH BIOSOIL MIX. ALL PURPOSE FERTILIZER PER MANUFACTURER'S SPECIFICATIONS. THIS FERTILIZER IS TO BE MIXED IN WITH PLANTING BACKFILL. PLEASE CONTACT ROCKY MOUNTAIN BIO-PRODUCTS, 10801 E. 54TH AVENUE, DENVER, CO. 80239, PHONE (303) 696-8964.
- ALL PLANT BED AND LAWN AREAS SHALL BE SEPARATED FROM ADJACENT AREAS WITH EDGING. THE PREFERRED PRODUCT IS VALLEY VIEW INDUSTRIES 'ACE OF DIAMOND' PLASTIC EDGING OR EQUAL. EDGING SHALL BE PINNED IN PLACE WITH FIVE 9" MFR SUPPLIED MTL LANDSCAPE STAKES SPACED EVENLY PER 20' SECTION OF EDGING. JOINTS BETWEEN SECTIONS OF EDGING SHALL BE SECURED WITH MFR SUPPLIED C CLIPS. EDGING SHALL NOT EXTEND ABOVE SURROUNDING FINISHED GRADE BY MORE THAN 1/2".
- PRIOR TO PLANTING OR SEEDING, THE IRRIGATION SYSTEM SHALL BE FULLY IN PLACE AND OPERATIONAL.
- IRRIGATION SYSTEM TO BE DESIGN/BUILD WITH IRRIGATION PLAN SUBMITTED WITH BUILDING PERMIT SET.
- ALL PERENNIAL AND GARDEN PLANTING BEDS TO BE SPRAY HEAD IRRIGATED USING SOAKER HOSE, LOW VOLUME MIST AND/OR EMITTERS EQUIPPED WITH ADJUSTABLE NOZZLES TO LIMIT OVER/UNDER WATERING WITHIN A SPECIFIC ZONE.
- SHRUBS AND TREES TO BE DRIP IRRIGATED AND ON A SEPARATE ZONE TO BE SHUT OFF TWO FULL GROWING SEASONS AFTER PLANT ESTABLISHMENT.
- NATIVE SEED AREAS TO BE IRRIGATED WITH A TEMPORARY ROTOR IRRIGATION SYSTEM FOR AN ESTABLISHMENT PERIOD NOT TO EXCEED 3 YEARS.
- ALL DISTURBED AREAS SHALL BE REVEGETATED WITH TELLURIDE MOUNTAIN VILLAGE APPROVED NATIVE GRASS SEED MIX: (Western Yarrow 5%, Tall Fescue 10%, Arizona Fescue 5%, Hard Fescue 5%, Creeping Red Fescue 10%, Alpine Bluegrass 15%, Canada Bluegrass 10%, Perennial Ryegrass 15%, Slender Wheatgrass 10%, Mountain Bromo 15%) AT A RATE OF 2.0 LBS PER 1,000 SQUARE FEET.
- ALL NATIVE SEED AREAS ARE TO BE LIGHTLY RAKED 1/2" INTO THE SOIL AFTER SEEDS HAVE BEEN EVENLY DISTRIBUTED PER THE SPECIFIED SEEDING RATE.
- MULCH ALL NATIVE SEED AREAS WITH 1" - 2" OF CERTIFIED WEED FREE STRAW OR HAY, ALL STRAW AREAS ARE TO BE TACKIFIED WITH APPROVED ORGANIC TACKIFIER AT THE RATE OF 120 LBS / ACRE, OR HYDROMULCHED.
- SOIL PREPARATION OF ALL NATIVE SEED AREAS WILL INCLUDE THE FOLLOWING:
 - LOOSENING THE SOIL TO A MINIMUM OF 4" DEPTH REMOVING ROCKS OVER 2" IN DIAMETER, ROOTS, STICKS, DEBRIS AND ANY OTHER EXTRANEOUS MATERIAL.
 - AMENDING SOIL WITH 2" COMPOST AND 2" TOPSOIL, AND TILLING TO A MINIMUM 6" DEPTH.
 - GRADED TO A SMOOTH, FREE DRAINING EVEN SURFACE WITH A LOOSE, MODERATELY COARSE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO DRAIN.
- ONE APPLICATION OF A DI-AMMONIUM PHOSPHATE FERTILIZER, 18-46-0, SHALL BE BROADCAST PRIOR TO SEEDING AT A RATE OF 8 LBS. PER 1000 SF. LANDSCAPE CONTRACTOR SHALL SUBMIT A WRITTEN DOCUMENT REGARDING ITS POLICY OF PLANT WARRANTY AND REPLACEMENT.
- EACH WARRANTY SHALL CONFORM TO THE MINIMUM STANDARD OF REPLACING ALL MATERIALS INCLUDING LABOR, DUE TO THE SICKNESS OR DEATH OF A PLANT FOR A PERIOD OF TWO YEARS FOLLOWING THE PLANTS INSTALLATION AND ACCEPTANCE OF THE PROJECT BY THE TOWN.
- ALL EXCESS NATIVE SOIL RESULTING FROM SOIL PREP SHALL BE DISPOSED OF AND REMOVED FROM THE SITE OR STOCKPILED IN LOCATION APPROVED BY OWNER.

HARDSCAPE NOTES:

REFER TO CIVIL AND LANDSCAPE DETAILS / SPECS FOR SIZES, COLORS, TYPE AND FINISHES OF ALL HARDSCAPE MATERIALS, INCLUDING PAVERS, BOULDERS, AND WALLS.

ELECTRICAL AND LIGHTING NOTES:

- ELECTRICAL CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF TIME OF (2) YEARS.
- ALL FIXTURES SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.

DEMOLITION NOTES:

- CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES (PROPOSED & EXISTING) PRIOR TO COMMENCING CONSTRUCTION. ANY DISCREPANCIES SHALL BE RESOLVED PRIOR TO BEGINNING CONSTRUCTION.
- ANY DISTURBED AREAS OUTSIDE OF THE PROJECT LIMIT OF WORK SHALL BE RE-MEDIATED TO EXISTING CONDITIONS.
- ROOT BALLS TO BE GROUND UP ON SITE.
- ALL CONSTRUCTION WASTE SHALL BE DISPOSED OF PROPERLY OFF SITE.

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LANDSCAPE ARCHITECTURE

101 El Paso
Santa Barbara, California 93101
(805) 963-6890 FAX (805) 963-8102

MOUNTAIN VILLAGE

LOT 30

TELLURIDE MOUNTAIN VILLAGE, CO

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CIVIL

STRUCTURAL

ELECTRICAL

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A	03/23/2021	DESIGN REVIEW
B	03/30/2021	CONCEPT BUDGETING
C	04/28/2021	DESIGN REVIEW - 1
D	07/01/2021	DESIGN REVIEW - 2
E	07/29/2021	FINAL DESIGN REVIEW

LANDSCAPE PLAN

PROJECT No.	DATE
192733.00	03/23/2021

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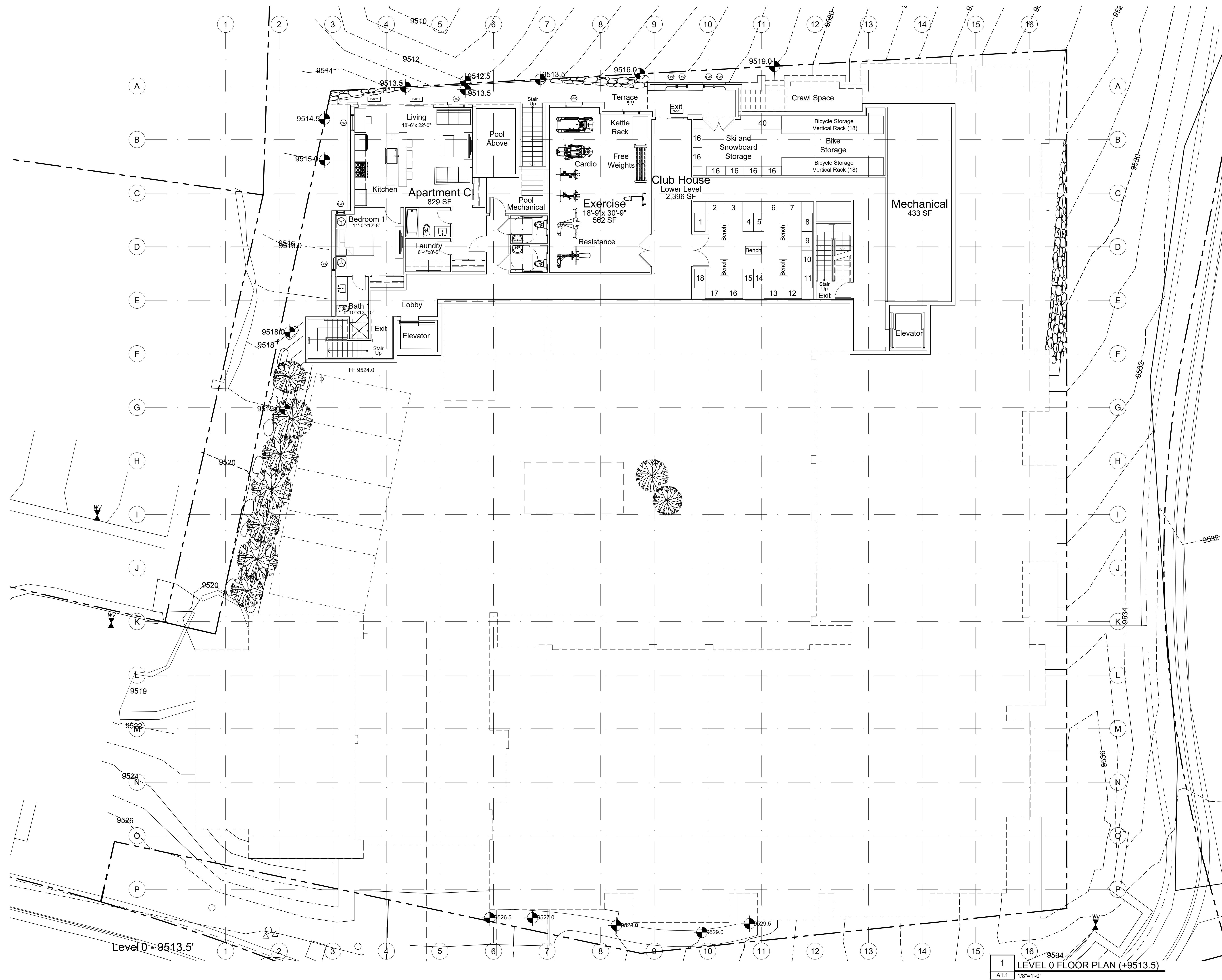
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 P.O. Box 1976 - Avon, Colorado 81620
 (970) 949-0257 FAX (970) 949-1080

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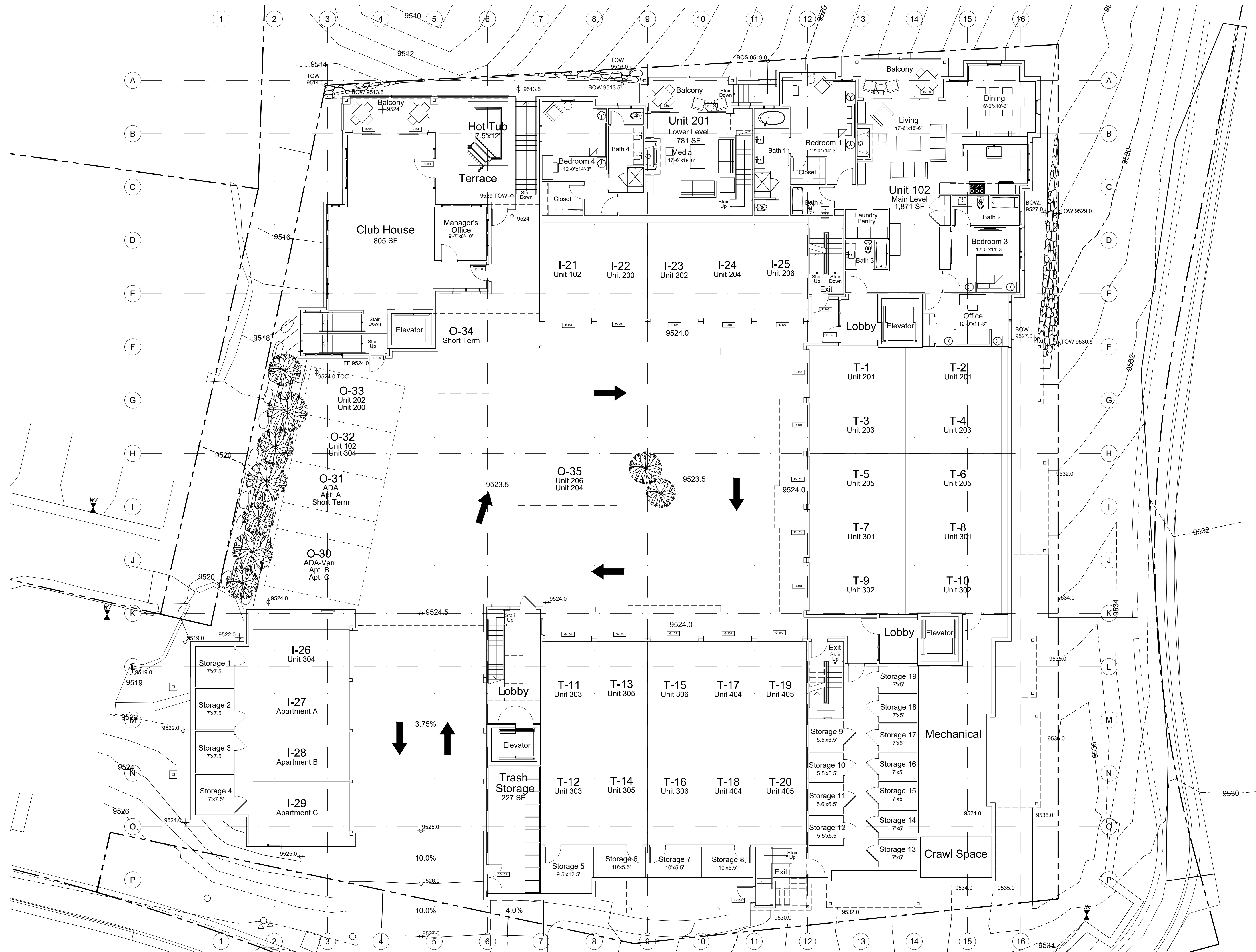
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FLOOR PLAN
 (+9513.5)

PROJECT No. 192733.00	DATE 03/23/2021
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	TRV BY X

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1 LEVEL 01 FLOOR PLAN (+9524.0)
A1.2 1/8"=1'-0"

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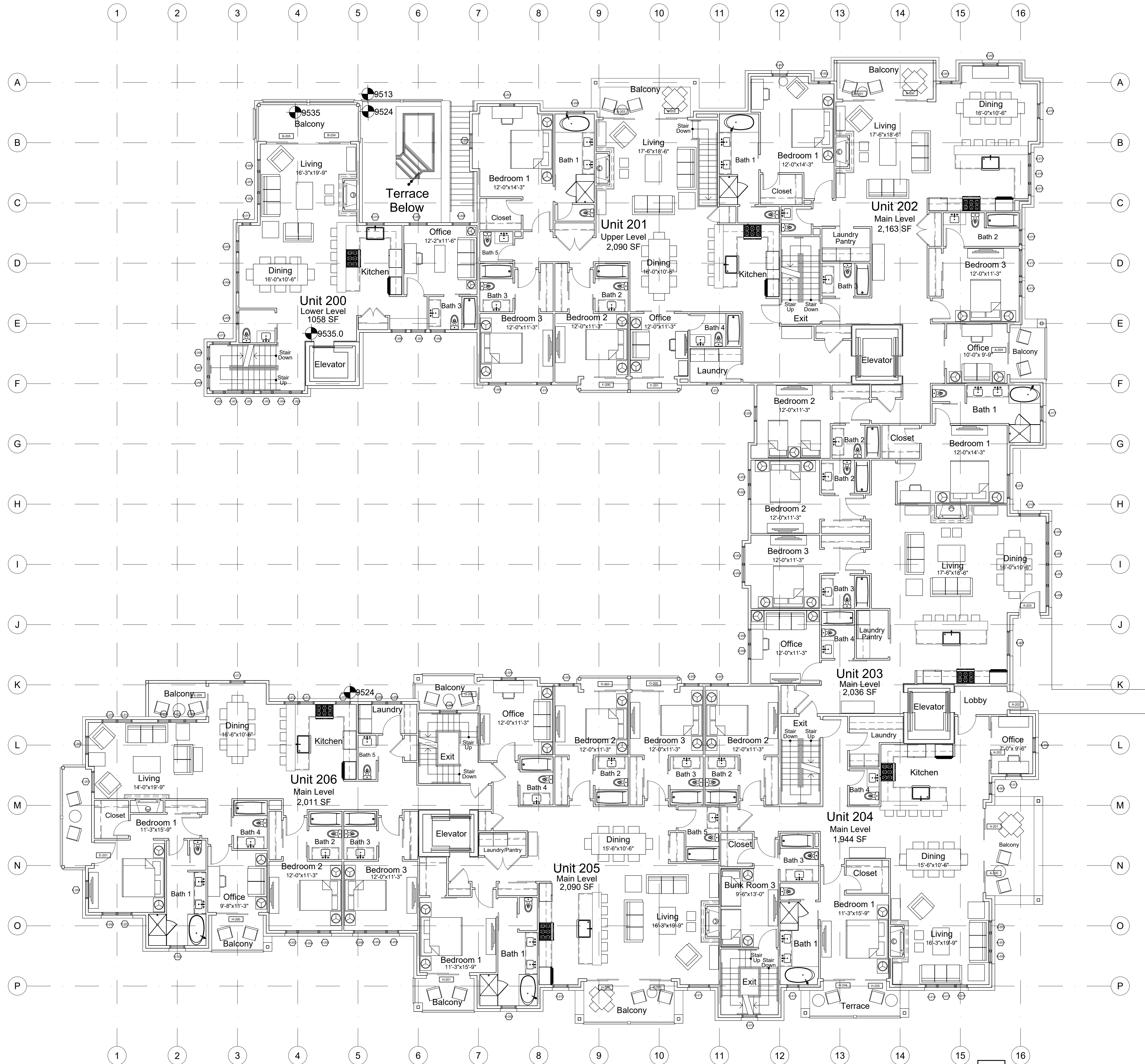
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LEVEL 01
FLOOR PLAN
(+9524.0)

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A1.2
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1 LEVEL 02 FLOOR PLAN (+935.0)
A1.3 1/8"=1'-0"

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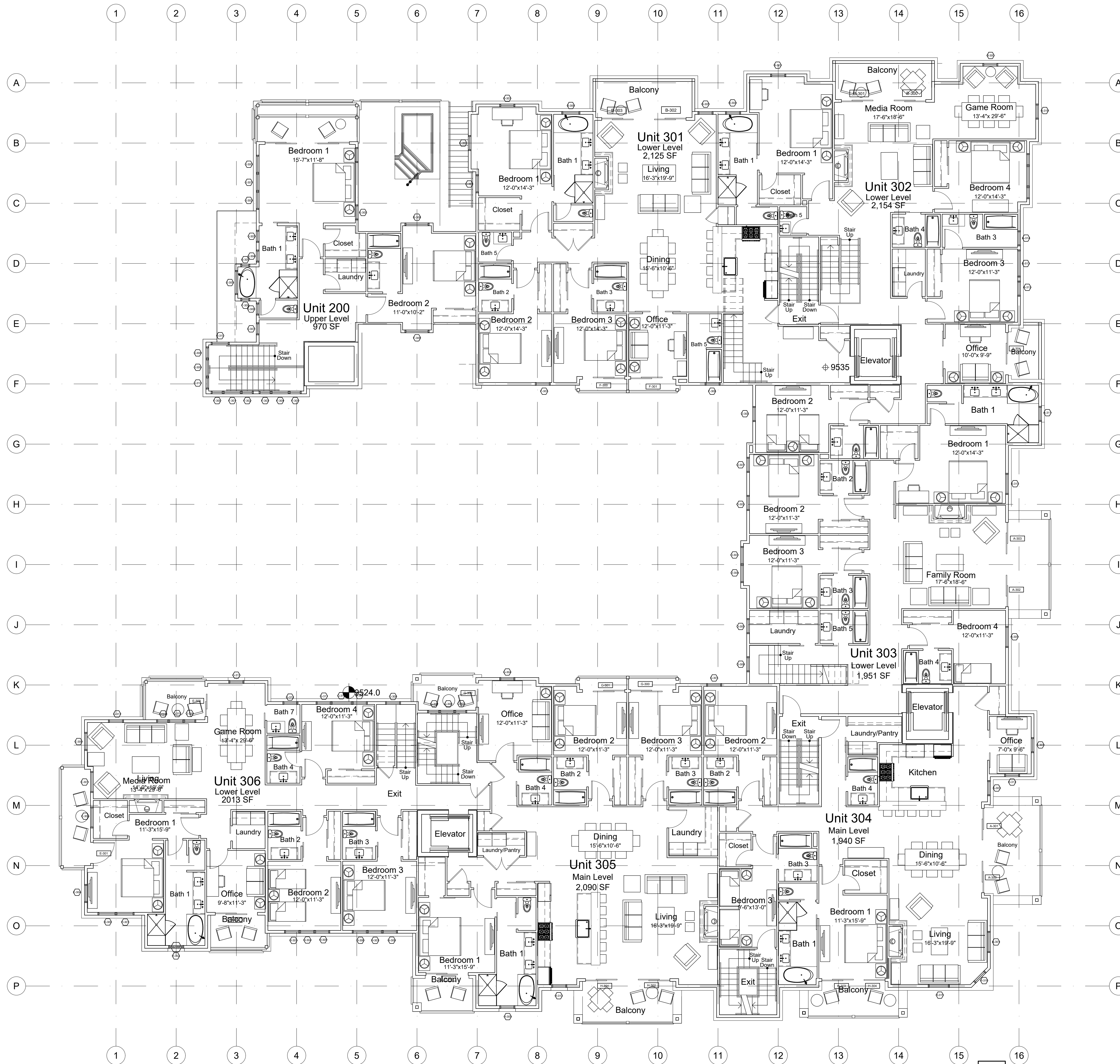
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LEVEL 02
FLOOR PLAN
(+935.0)

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1 LEVEL 03 FLOOR PLAN (+9546.0)
A1.4 1/8"=1'-0"

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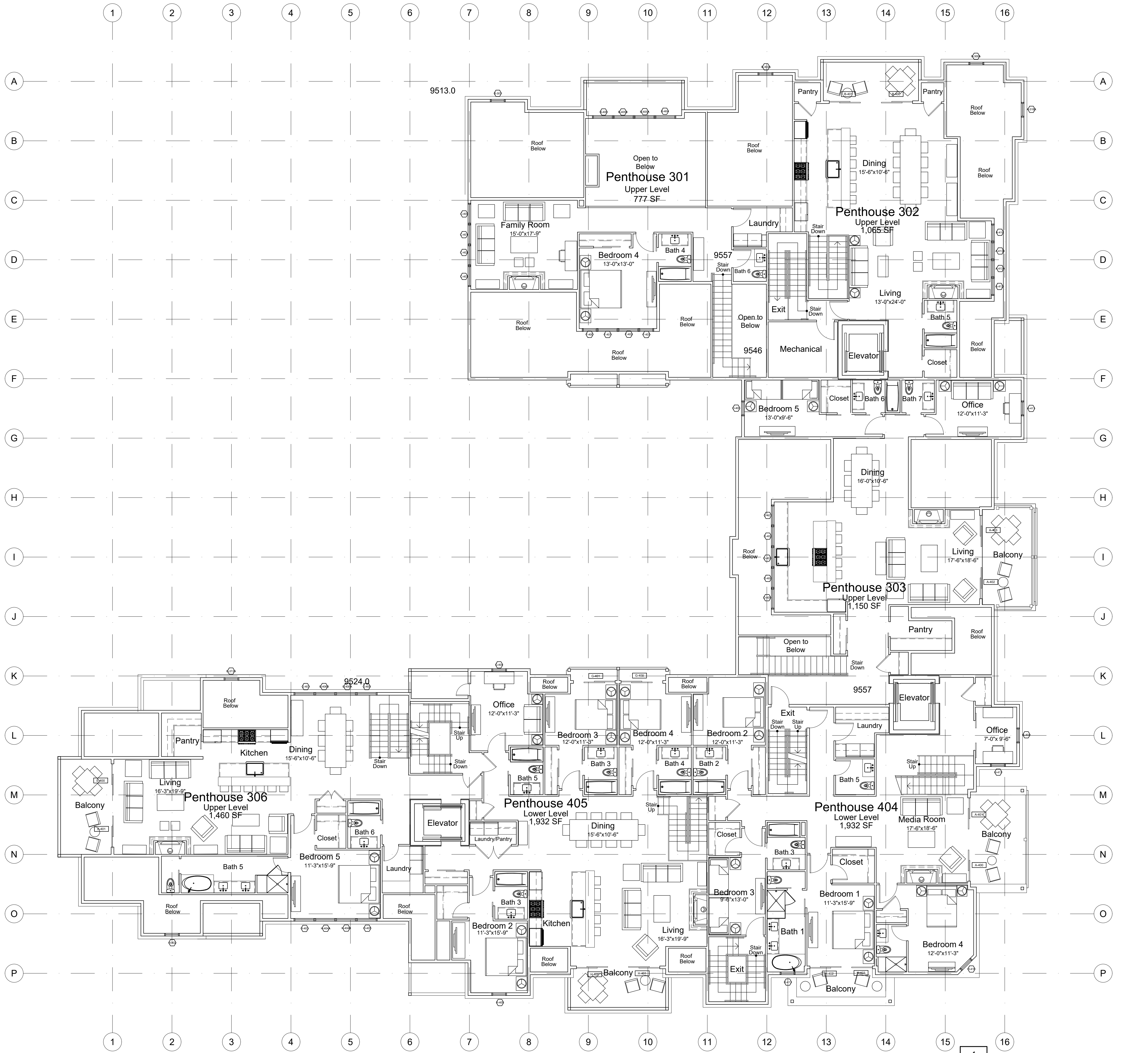
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LEVEL 03
FLOOR PLAN
(+9546.0)

PROJECT No. 192733.00	DATE 03/23/2021
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1 LEVEL 04 FLOOR PLAN (+9557.0)
A1.5 1/8"=1'-0"

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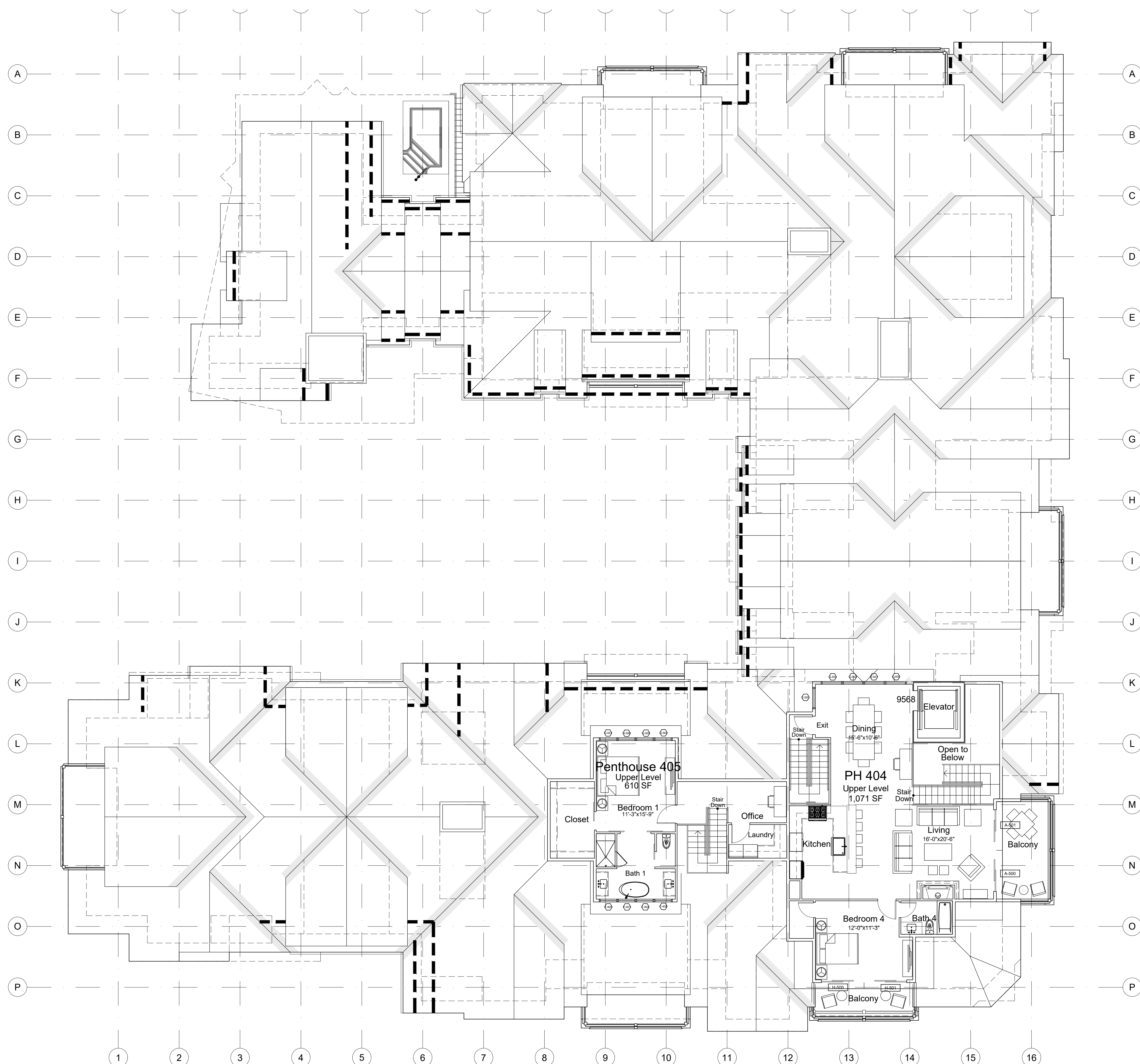
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LEVEL 04
FLOOR PLAN
 (+9557.0)

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1 LEVEL 05 FLOOR PLAN (+9568.0)
 A1.6 1/8"=1'-0"

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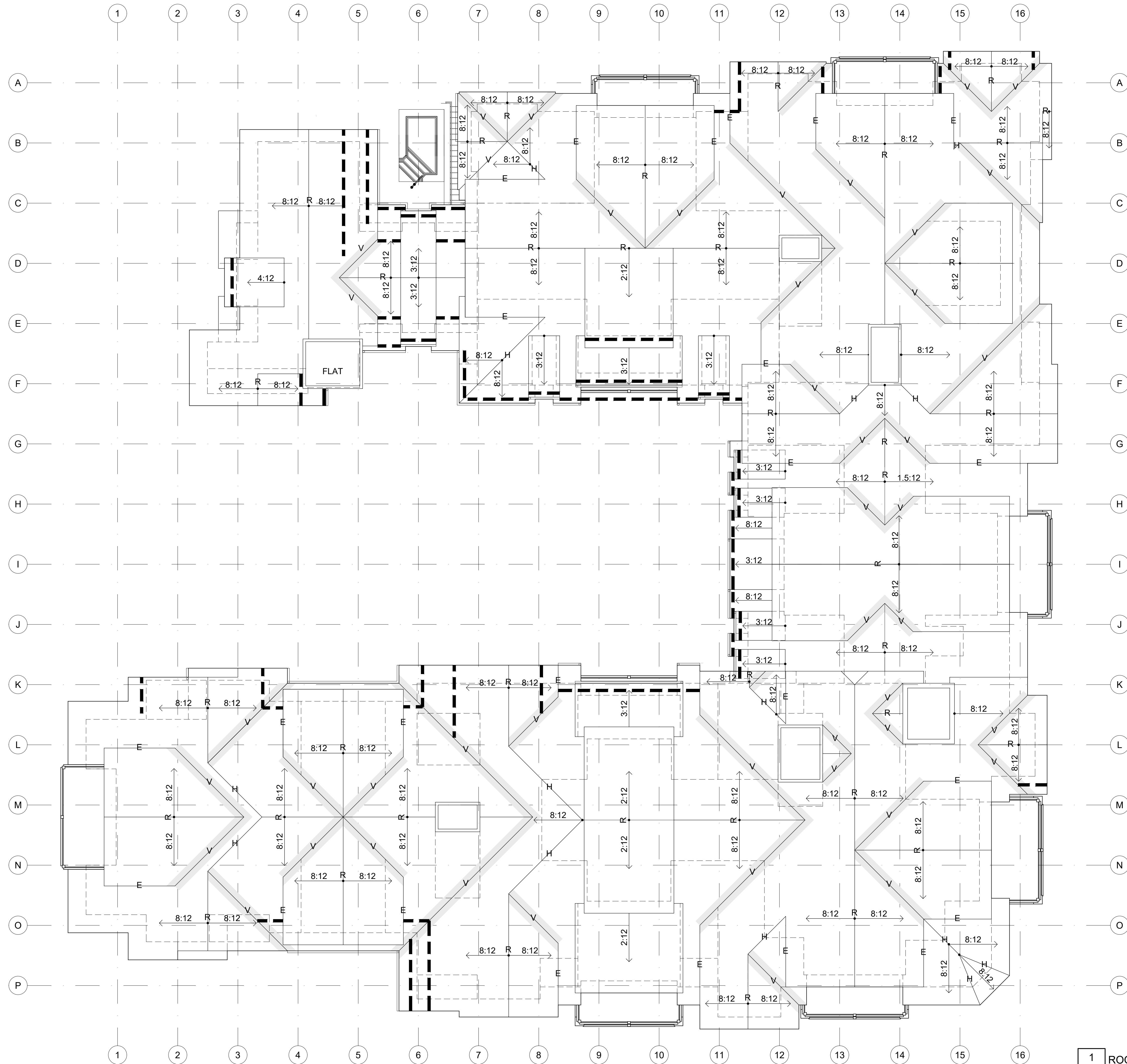
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LEVEL 05
FLOOR PLAN
(+9568)

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LEGEND
 GUTTER AND DOWNSPOUT
 HEAT TRACE TAPE, TYP AT VALLEYS
 SNOW FENCE

1 ROOF PLAN
 A1.7 1/8"=1'-0"

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MECHANICAL
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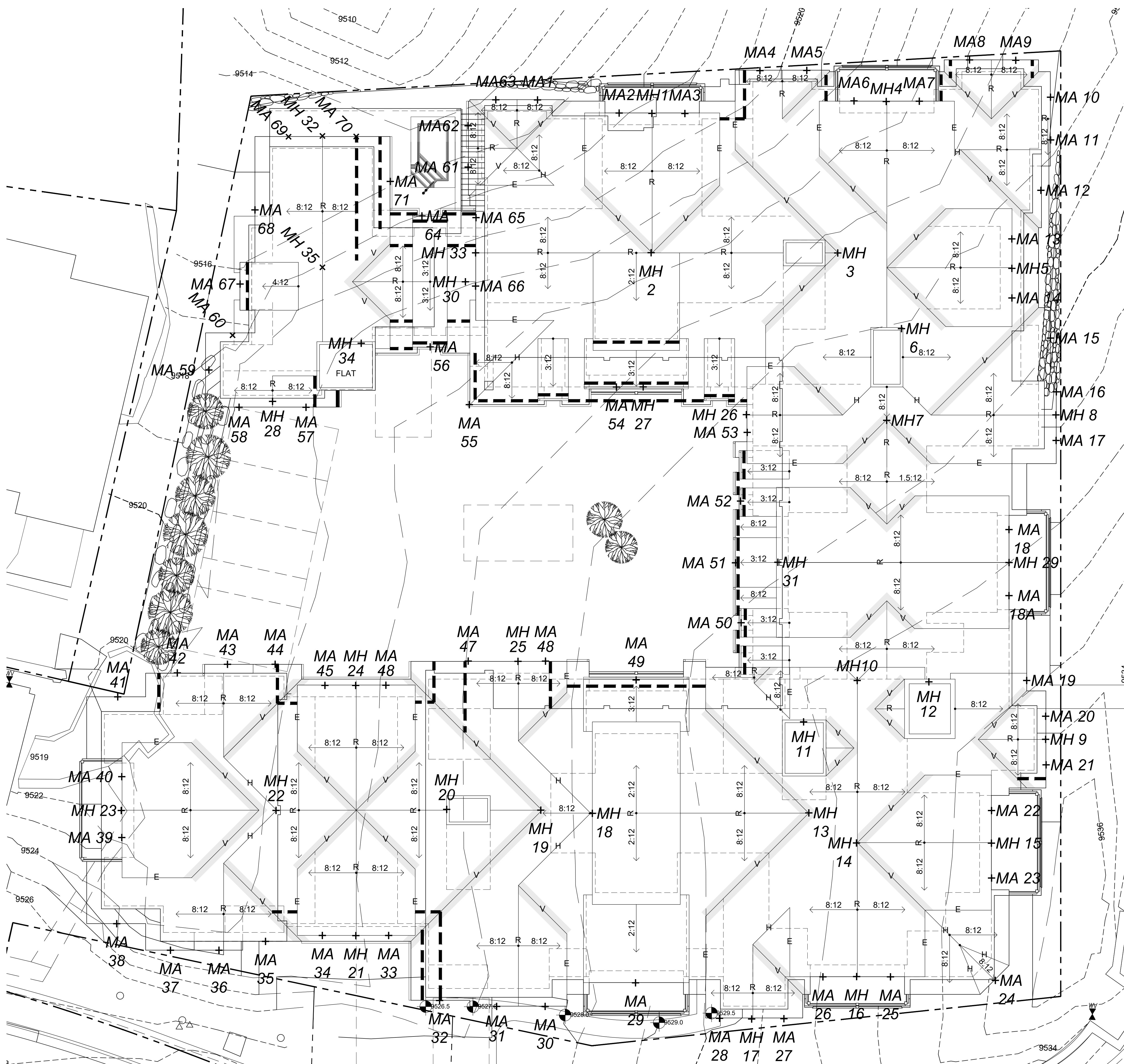
MOUNTAIN VILLAGE
LOT 30
 TELLURIDE MOUNTAIN VILLAGE, CO
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ISSUED FOR:		
No.	DATE	COMMENT
A	03/23/2021	DESIGN REVIEW
B	03/30/2021	CONCEPT BUDGETING
C	04/28/2021	DESIGN REVIEW - 1
D	07/01/2021	DESIGN REVIEW - 2
E	07/29/2021	FINAL DESIGN REVIEW

ROOF PLAN

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X

SHEET No. **A1.7**
 SCALE: AS SHOWN



Maximum Average Height			
Point (MA)	Roof Elevation	Grade Elevation	Roof Height
1	9558.8	9513.6	45.2
2	9565.2	9517.2	48.0
3	9565.2	9518.4	46.8
4	9560.0	9519.4	40.6
5	9560.0	9520.6	39.4
6	9570.6	9522.6	48.0
7	9570.6	9524.2	46.4
8	9560.0	9525.0	35.0
9	9560.0	9526.4	33.6
10	9560.0	9526.8	33.2
11	9560.0	9527.0	33.0
12	9561.6	9527.0	34.6
13	9571.1	9527.0	44.1
14	9571.1	9527.0	44.1
15	9560.7	9528.0	32.7
16	9566.7	9530.0	36.7
17	9566.7	9531.2	35.5
18	9569.5	9532.0	37.5
18A	9569.5	9533.0	36.5
19	9576.2	9533.1	43.1
20	9571.1	9534.6	36.5
21	9571.1	9535.5	35.6
22	9581.7	9534.5	47.2
23	9581.7	9534.5	47.2
24	9568.5	9534.9	33.6
25	9581.7	9533.2	48.5
26	9581.7	9532.1	49.6
27	9571.0	9531.3	39.7
28	9571.0	9530.5	40.5
29	9567.7	9529.0	38.7
30	9569.0	9527.5	41.5
31	9569.0	9526.5	42.5
32	9563.0	9525.5	37.5
33	9571.2	9524.5	46.7
34	9571.2	9523.5	47.7
35	9564.0	9523.0	41.0
36	9562.4	9523.0	39.4
37	9562.4	9523.5	38.9
38	9556.3	9524.0	32.3
39	9568.6	9522.0	46.6
40	9568.6	9520.5	48.1
41	9556.3	9520.0	36.3
42	9562.4	9520.0	42.4
43	9562.4	9521.0	41.4
44	9564.0	9522.0	42.0
45	9571.2	9524.0	47.2
46	9571.2	9524.0	47.2
47	9563.0	9524.0	39.0
48	9569.0	9524.0	45.0
49	9569.0	9524.0	45.0
50	9567.7	9524.0	43.7
51	9562.8	9524.0	38.8
52	9567.7	9524.0	43.7
53	9562.8	9524.0	38.8
54	9556.7	9524.0	32.7
55	9551.8	9524.0	27.8
56	9556.3	9523.0	33.3
57	9553.0	9520.0	33.0
58	9553.0	9521.0	32.0
59	9549.2	9519.0	30.2
60	9551.8	9517.0	34.8
61	9546.2	9514.5	31.7
62	9545.4	9514.4	31.0
63	9541.2	9517.9	23.3
64	9556.3	9518.0	38.3
65	9565.2	9519.5	45.7
66	9565.2	9524	41.2
67	9556.4	9516.5	39.9
68	9559.2	9515.5	43.7
69	9558.6	9514.5	44.1
70	9558.6	9514.4	44.2
71	9554.8	9516	38.8
Maximum Average Height			39.9

Maximum Height			
Point (MH)	Roof Elevation	Grade Elevation	Roof Height
1	9569.0	9518.1	50.9
2	9569.0	9525.1	43.9
3	9569.0	9526.2	42.8
4	9574.5	9523.0	51.5
5	9574.5	9527.0	47.5
6	9580.0	9527.5	52.5
7	9574.5	9529.5	45.0
8	9569.5	9530.8	38.7
9	9573.8	9535.1	38.6
10	9585.0	9532.6	52.9
11	9584.0	9531.5	52.5
12	9584.5	9532.8	51.7
13	9580.0	9531.6	48.4
14	9585.5	9532.6	52.9
15	9585.5	9534.6	50.9
16	9585.5	9532.7	52.8
17	9567.7	9529.0	38.7
18	9580.0	9528.5	51.5
19	9574.5	9527.5	47.0
20	9578.0	9525.6	52.4
21	9574.5	9523.9	50.6
22	9574.5	9522.2	52.3
23	9572.5	9521.5	51.0
24	9574.5	9523.5	51.0
25	9567.7	9524.0	43.7
26	9567.8	9524.0	43.8
27	9556.8	9524.0	32.8
28	9556.8	9520.5	36.3
29	9573.3	9532.3	41.0
30	9559.0	9522.0	37.0
31	9573.3	9524.0	49.3
32	9562.4	9514.5	47.9
33	9569.0	9529.0	40.0
34	9563.0	9523.0	40.0
35	9562.5	9518.0	44.5
Maximum Height			46.4

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STRUCTURAL
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MOUNTAIN VILLAGE
LOT 30
 TELLURIDE MOUNTAIN VILLAGE, CO
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PROJECT No. 192733.00 DATE 03/23/2021

DRAWN BY X CHK BY X TRV BY X

SHEET No. **A1.8**

SCALE: AS SHOWN

1 ROOF PLAN
A1.8 1/8"=1'-0"

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2 ELEVATION - B (NORTH)
A2.1 1/8"=1'-0"



1 ELEVATION - A (EAST)
A2.1 1/8"=1'-0"

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EXTERIOR ELEVATIONS

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X
SHEET No. A2.1	
SCALE: AS SHOWN	



5 ELEVATION H (SOUTH)
A2.2 1/8"=1'-0"



4 ELEVATION - J (WEST)
A2.2 1/8"=1'-0"

3 ELEVATION - C (WEST)
A2.2 1/8"=1'-0"

2 ELEVATION - D (WEST)
A2.2 1/8"=1'-0"

1 ELEVATION - E (WEST)
A2.2 1/8"=1'-0"

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DRAWN BY X	CHK BY X
	TRV BY X
SHEET No. A2.2	
SCALE: AS SHOWN	



North Elevation

2 ELEVATION - G (INTERIOR COURT SOUTH)
A2.3 1/8"=1'-0"



South Elevation

1 ELEVATION - F (INTERIOR COURTYARD NORTH)
A2.3 1/8"=1'-0"

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EXTERIOR ELEVATIONS

PROJECT No. 192733.00	DATE 03/23/2021
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	TRV BY X

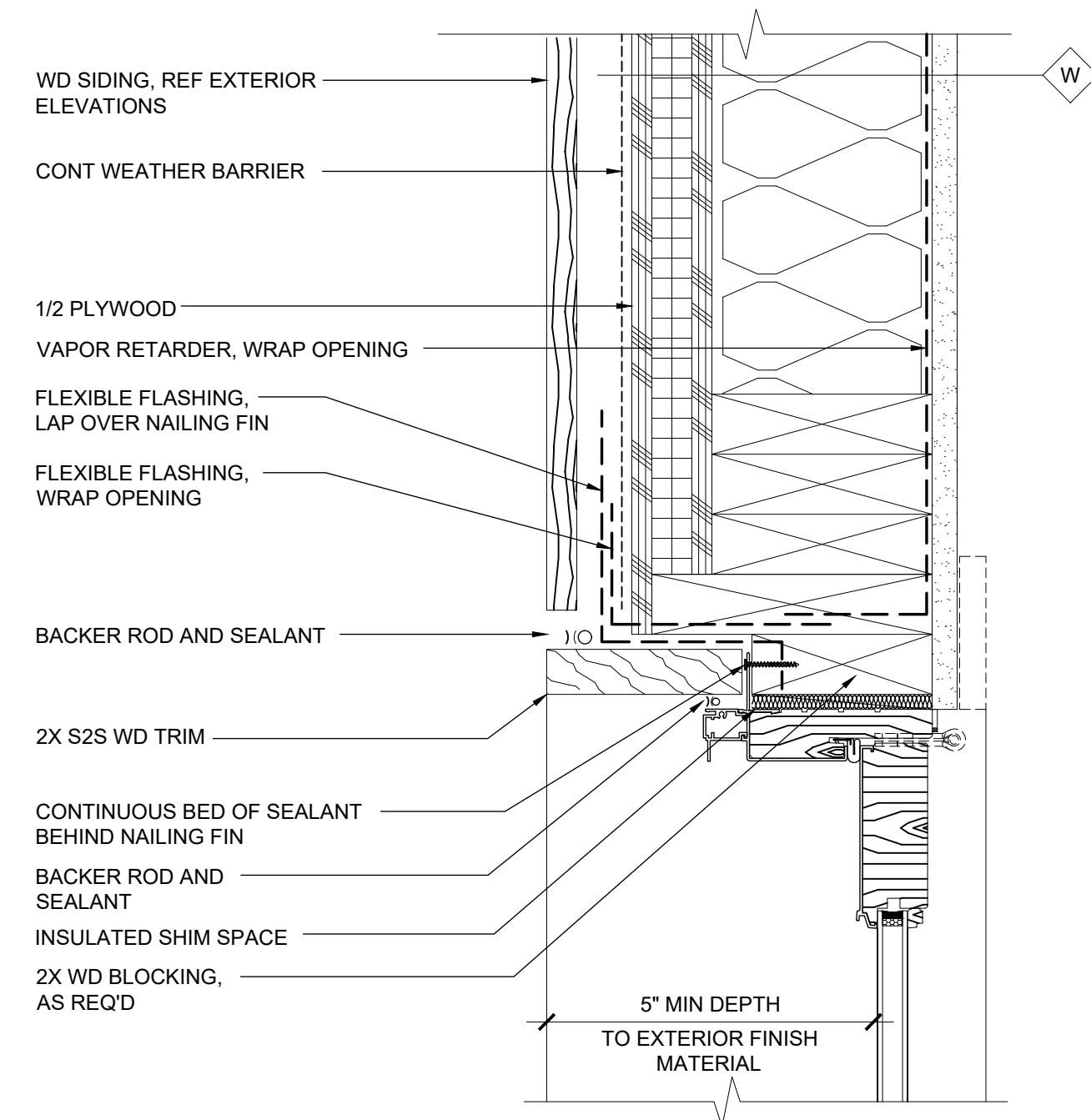
SHEET No.
A2.3
SCALE: AS SHOWN

DOOR SCHEDULE GENERAL NOTES:

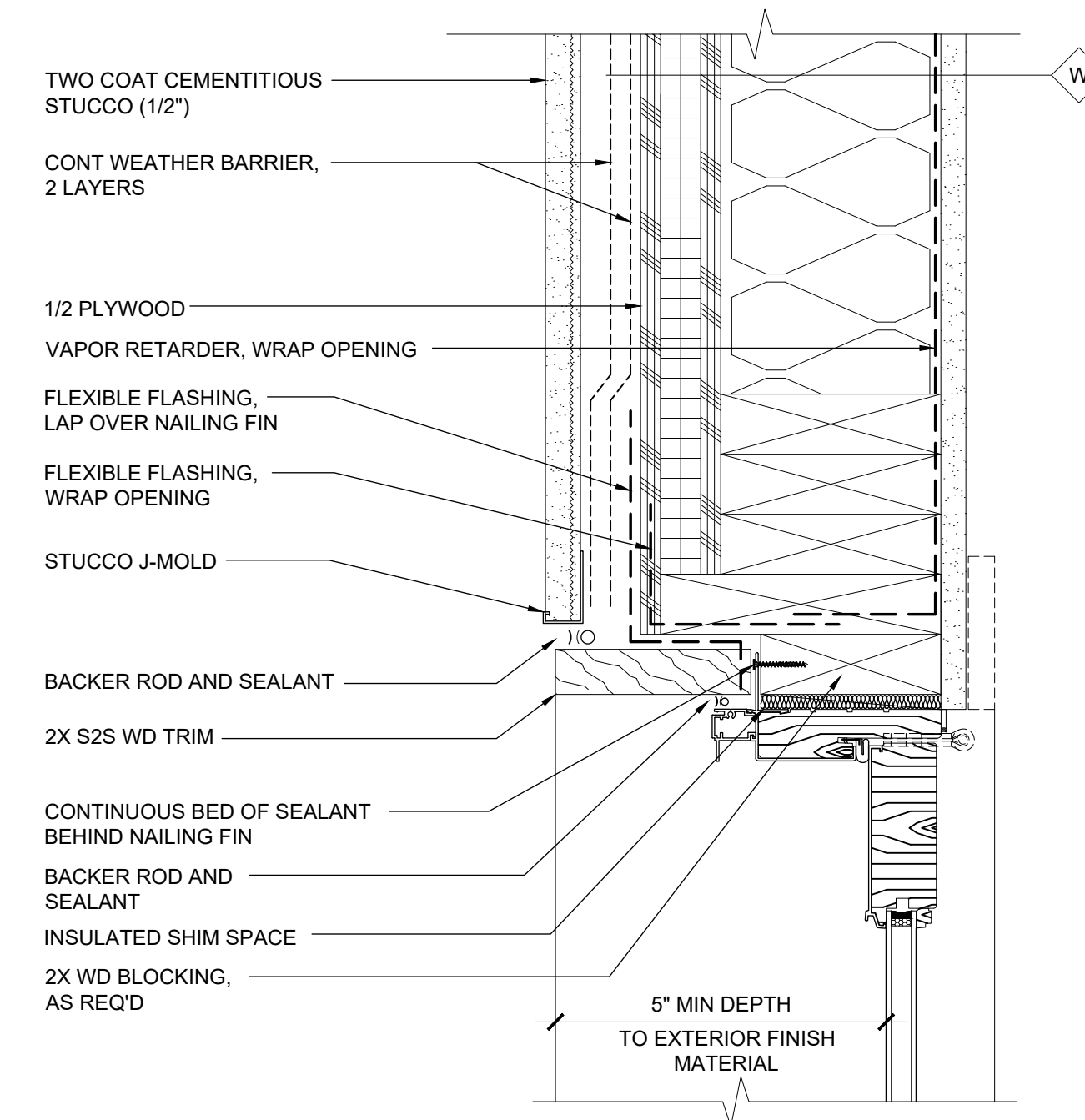
1. SIZE DETERMINED BY OVERALL SIZE OF DOOR, NOT BY INDIVIDUAL LEAFS UNLESS NOTED OTHERWISE.
2. RATINGS DESIGNATED IN MINUTES.
3. SEE SPECIFICATIONS FOR HARDWARE (HW) GROUPS.
4. SEE PLANS AND ELEVATIONS FOR SWING INFORMATION.

DOOR DETAIL GENERAL NOTES:

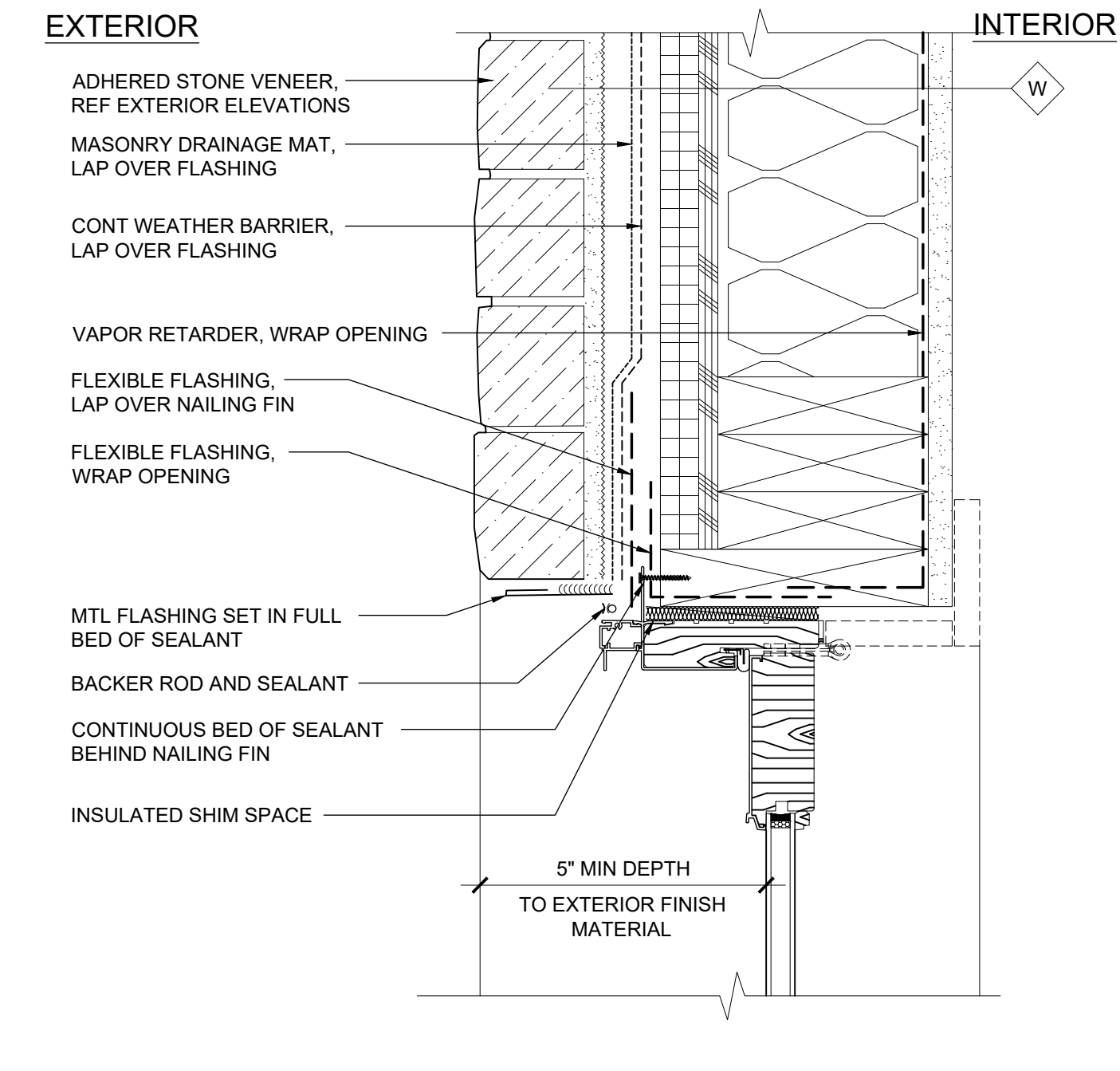
1. WEATHER BARRIER AND FLASHING LINES ARE SHOWN OFFSET FOR CLARITY, TYPICAL



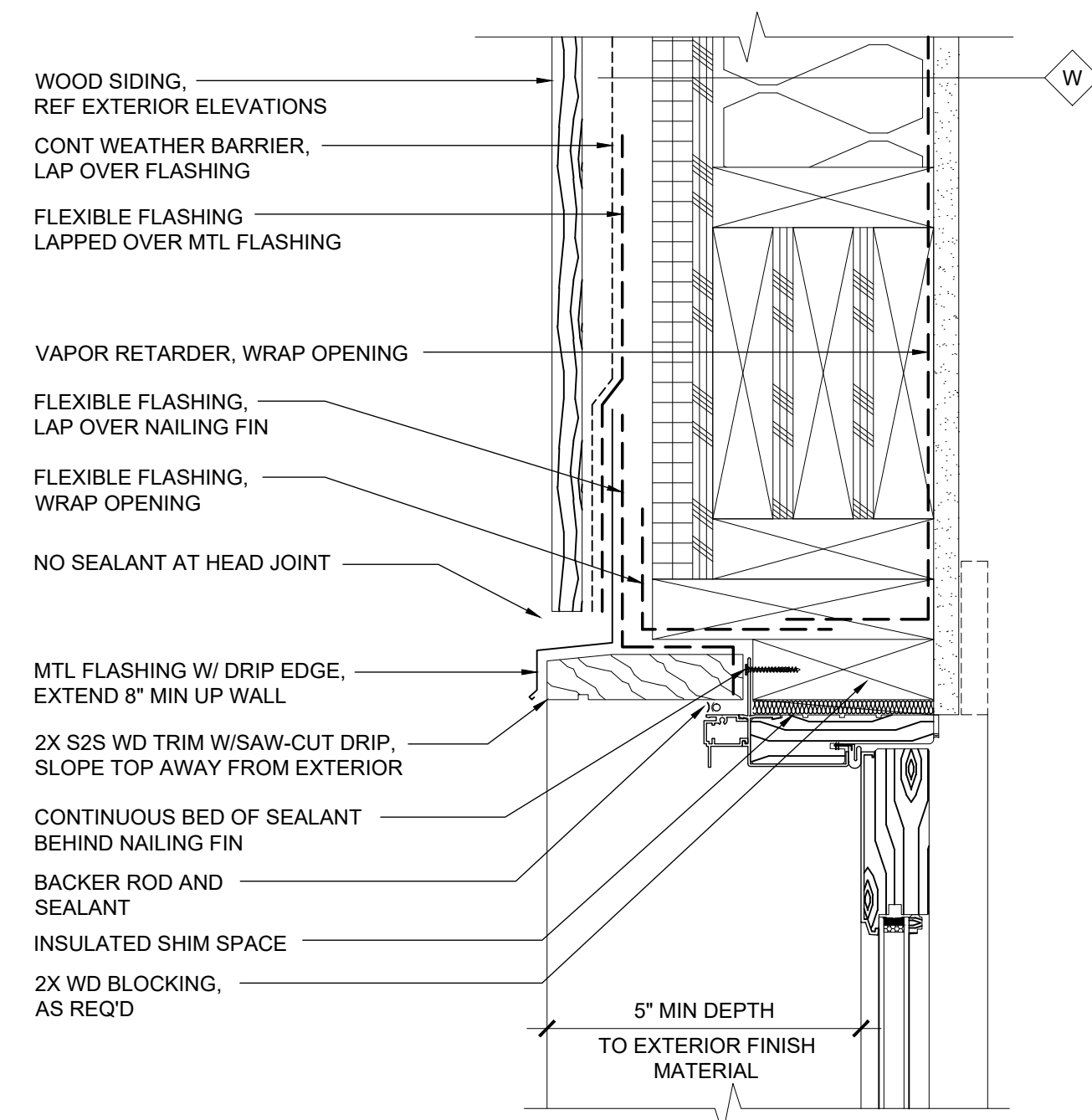
6 DOOR JAMB AT WOOD SIDING
A5.6 3"=1'-0"



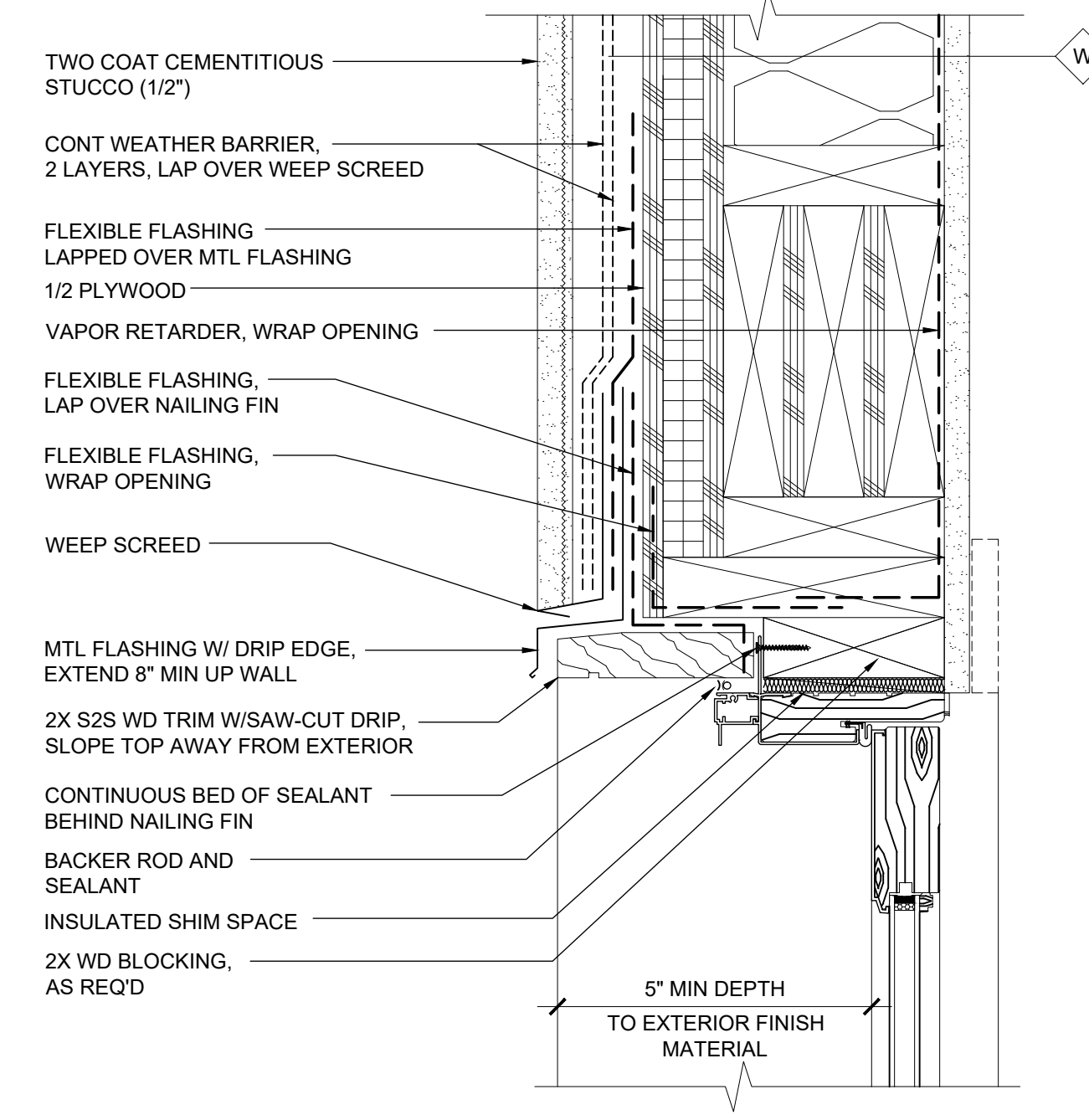
4 DOOR JAMB AT CEMENTITIOUS STUCCO
A5.6 3"=1'-0"



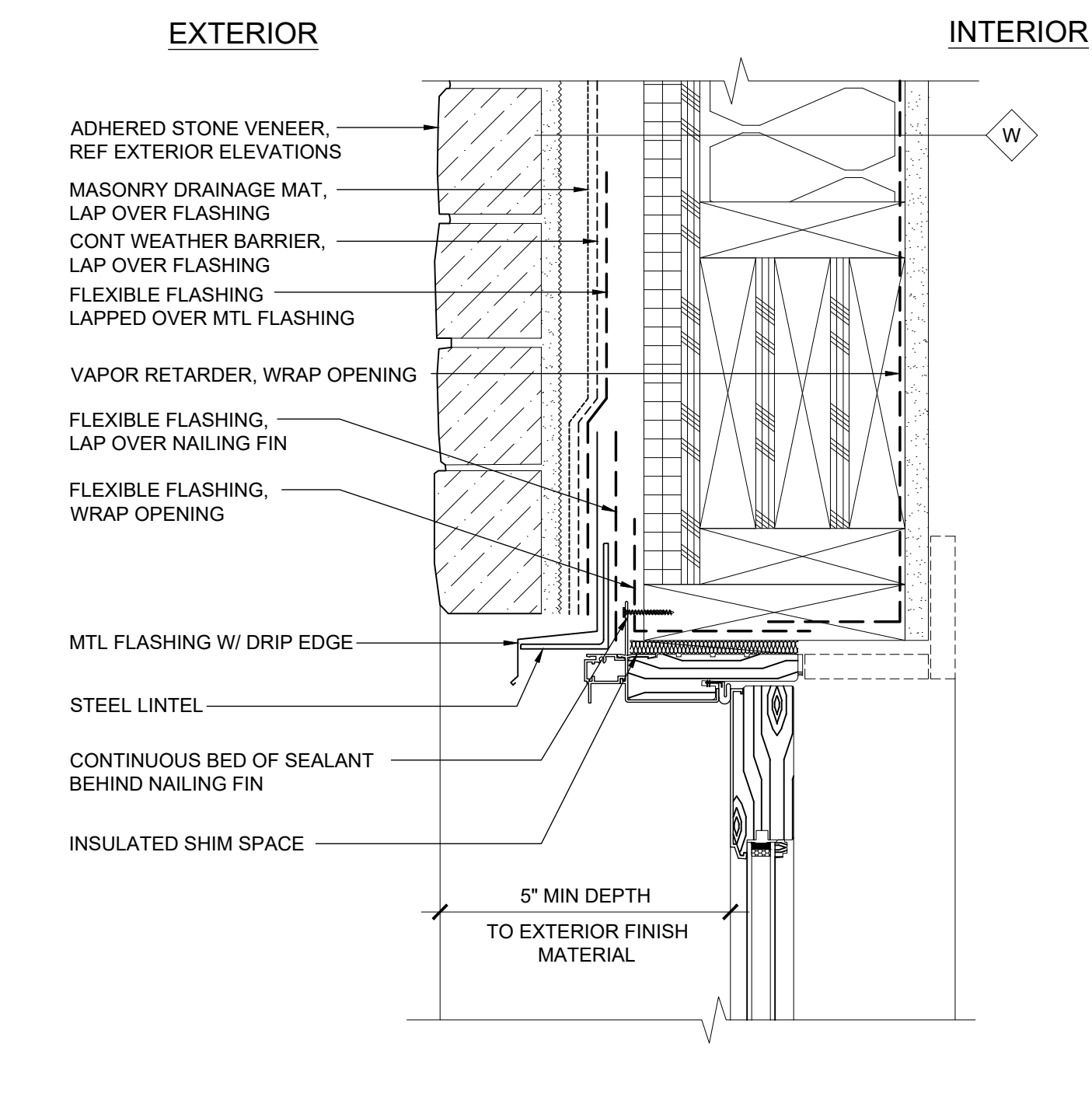
2 DOOR JAMB AT STONE
A5.6 3"=1'-0"



5 DOOR HEAD AT WOOD SIDING
A5.6 3"=1'-0"



3 DOOR HEAD AT CEMENTITIOUS STUCCO
A5.6 3"=1'-0"



1 DOOR HEAD AT STONE
A5.6 3"=1'-0"

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DOOR DETAILS

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X
SHEET No. A5.60	
SCALE: AS SHOWN	

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DOOR SCHEDULE GENERAL NOTES:

1. SIZE DETERMINED BY OVERALL SIZE OF DOOR. NOT BY INDIVIDUAL LEAFS UNLESS NOTED OTHERWISE.
2. RATINGS DESIGNATED IN MINUTES.
3. SEE SPECIFICATIONS FOR HARDWARE (HW) GROUPS.
4. SEE PLANS AND ELEVATIONS FOR SWING INFORMATION.

DOOR DETAIL GENERAL NOTES:

1. WEATHER BARRIER AND FLASHING LINES ARE SHOWN OFFSET FOR CLARITY, TYPICAL

DOOR SCHEDULE															
TAG	ROOM	TYPE	SIZE		DOOR		FRAME		DETAIL			RATING	HW	GLAZING	REMARKS
			W x H	THK	CONST	FINISH	CONST	FINISH	HEAD	JAMB	SILL				
A-300	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-301	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-302	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-303	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-304	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-300	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	--	-	-	NA	--	None	None
B-301	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-302	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-303	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-300	--	--	5'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-301	--	--	3'-6" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-300	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-301	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-302	--	--	4'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-300	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-301	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-301	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-302	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-303	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-304	--	--	3'-6" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None

3 LEVEL 3 DOOR SCHEDULE
A5.62

DOOR SCHEDULE															
TAG	ROOM	TYPE	SIZE		DOOR		FRAME		DETAIL			RATING	HW	GLAZING	REMARKS
			W x H	THK	CONST	FINISH	CONST	FINISH	HEAD	JAMB	SILL				
A-200	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-201	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-202	--	--	3'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	--	--	--	NA	--	None	None
A-203	--	--	3'-6" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-204	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-200	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-201	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-202	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-203	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-204	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-205	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-200	--	--	5'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-201	--	--	3'-6" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
F-200	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
F-201	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-200	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-201	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-202	--	--	4'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-200	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-201	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-202	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-203	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-204	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-205	--	--	3'-6" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None

3 LEVEL 2 DOOR SCHEDULE
A5.62

DOOR SCHEDULE															
TAG	ROOM	TYPE	SIZE		DOOR		FRAME		DETAIL			RATING	HW	GLAZING	REMARKS
			W x H	THK	CONST	FINISH	CONST	FINISH	HEAD	JAMB	SILL				
B-100	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-101	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-102	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-103	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-104	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	--	--	--	NA	--	None	None
B-105	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	--	--	--	NA	--	None	None
D-100	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
D-101	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
D-102	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
D-103	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
D-104	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-100	--	--	3'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-101	--	--	5'-0" x 6'-8"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-101	--	--	8'-9" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-102	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-103	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-104	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-105	--	--	8'-9" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-106	--	--	3'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-107	--	--	3'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-100	--	--	8'-6" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-101	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-102	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-103	--	--	9'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-104	--	--	8'-9" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-100	--	--	3'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
K-100	--	--	3'-0" x 7'-0"	1 3/4"	WD	ST	WD	ST	--	--	--	NA	--	None	None
K-101	--	--	3'-6" x 7'-0"	1 3/4"	WD	ST	WD	ST	--	--	--	NA	--	None	None

2 LEVEL 1 DOOR SCHEDULE
A5.62

DOOR SCHEDULE															
TAG	ROOM	TYPE	SIZE		DOOR		FRAME		DETAIL			RATING	HW	GLAZING	REMARKS
			W x H	THK	CONST	FINISH	CONST	FINISH	HEAD	JAMB	SILL				
B-001	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	--	--	--	NA	--	None	None
B-002	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	--	--	--	NA	--	None	None
G-001	--	--	6'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None

1 LEVEL 0 DOOR SCHEDULE
A5.62

ZEHREN AND ASSOCIATES, INC.
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ISSUED FOR:		
No.	DATE	COMMENT
A	03/23/2021	DESIGN REVIEW
B	03/30/2021	CONCEPT BUDGETING
C	04/28/2021	DESIGN REVIEW - 1
D	07/01/2021	DESIGN REVIEW - 2
E	07/29/2021	FINAL DESIGN REVIEW

DOOR SCHEDULE

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X
SHEET No. A5.62	
SCALE: AS SHOWN	

Z:\2019\192733\W_Current Documents\04_Plot_Sheets\A5.6.dwg, 7/26/2021, 2:13:35 PM, AutoCAD PDF (High Quality Print).pc3

DOOR SCHEDULE GENERAL NOTES:

1. SIZE DETERMINED BY OVERALL SIZE OF DOOR, NOT BY INDIVIDUAL LEAFS UNLESS NOTED OTHERWISE.
2. RATINGS DESIGNATED IN MINUTES.
3. SEE SPECIFICATIONS FOR HARDWARE (HW) GROUPS.
4. SEE PLANS AND ELEVATIONS FOR SWING INFORMATION.

DOOR DETAIL GENERAL NOTES:

1. WEATHER BARRIER AND FLASHING LINES ARE SHOWN OFFSET FOR CLARITY, TYPICAL

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DOOR SCHEDULE		
PROJECT No.	DATE	
192733.00	03/23/2021	
DRAWN BY	CHK BY	TRV BY
X	X	X
SHEET No.		
A5.63		
SCALE:		
AS SHOWN		

DOOR SCHEDULE															
TAG	ROOM	TYPE	SIZE		DOOR		FRAME		DETAIL			RATING	HW	GLAZING	REMARKS
			W x H	THK	CONST	FINISH	CONST	FINISH	HEAD	JAMB	SILL				
A-500	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-501	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-500	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-501	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None

2 LEVEL 5 DOOR SCHEDULE
A5.63

DOOR SCHEDULE															
TAG	ROOM	TYPE	SIZE		DOOR		FRAME		DETAIL			RATING	HW	GLAZING	REMARKS
			W x H	THK	CONST	FINISH	CONST	FINISH	HEAD	JAMB	SILL				
A-400	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-401	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-402	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
A-403	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-400	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
B-401	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-400	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
E-401	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-400	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
G-401	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-400	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-401	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-402	--	--	7'-0" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None
H-403	--	--	3'-6" x 8'-0"	1 3/4"	WD	ST	WD	ST	-	-	-	NA	--	None	None

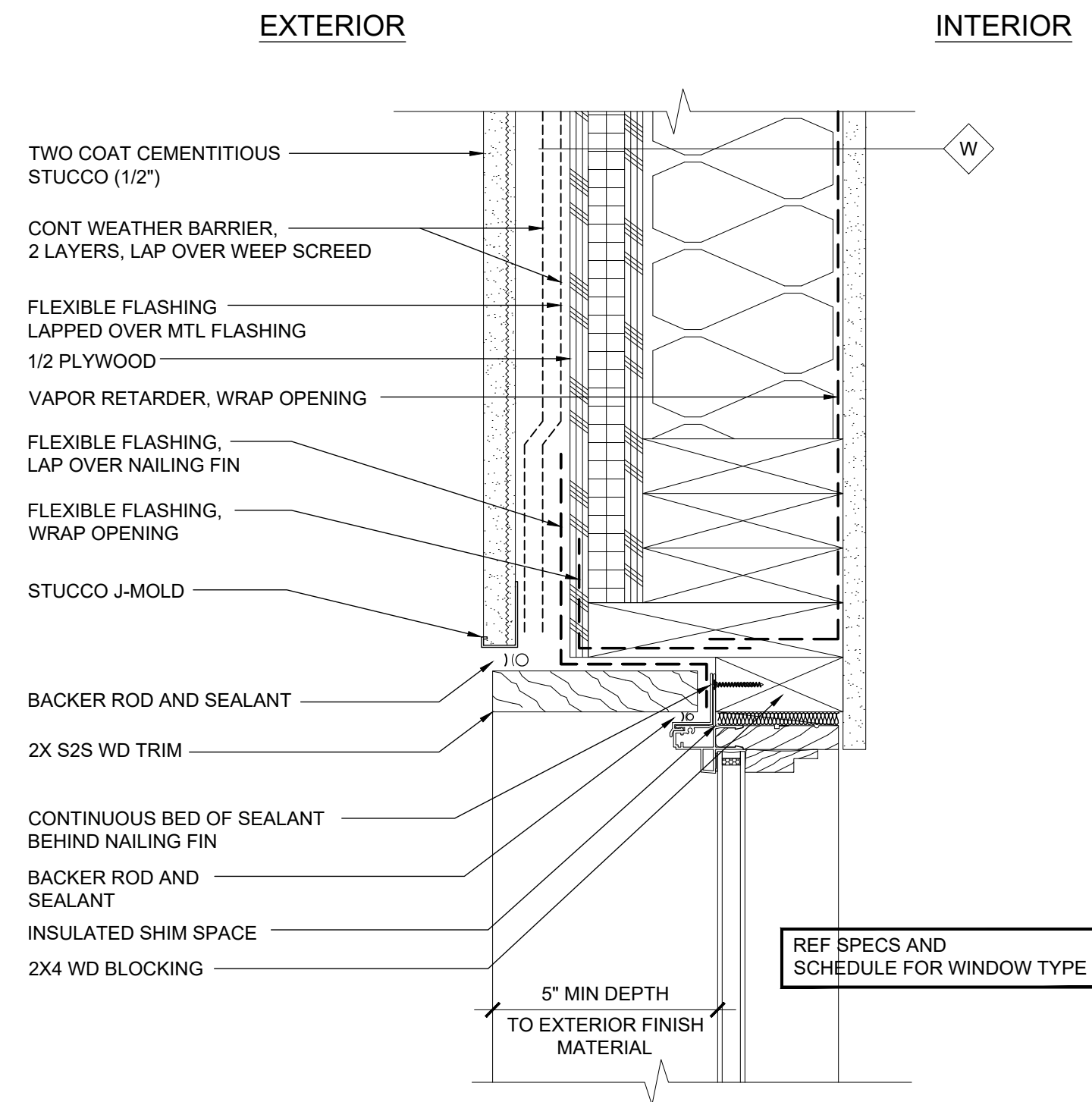
1 LEVEL 4 DOOR SCHEDULE
A5.63

WINDOW SCHEDULE GENERAL NOTES:

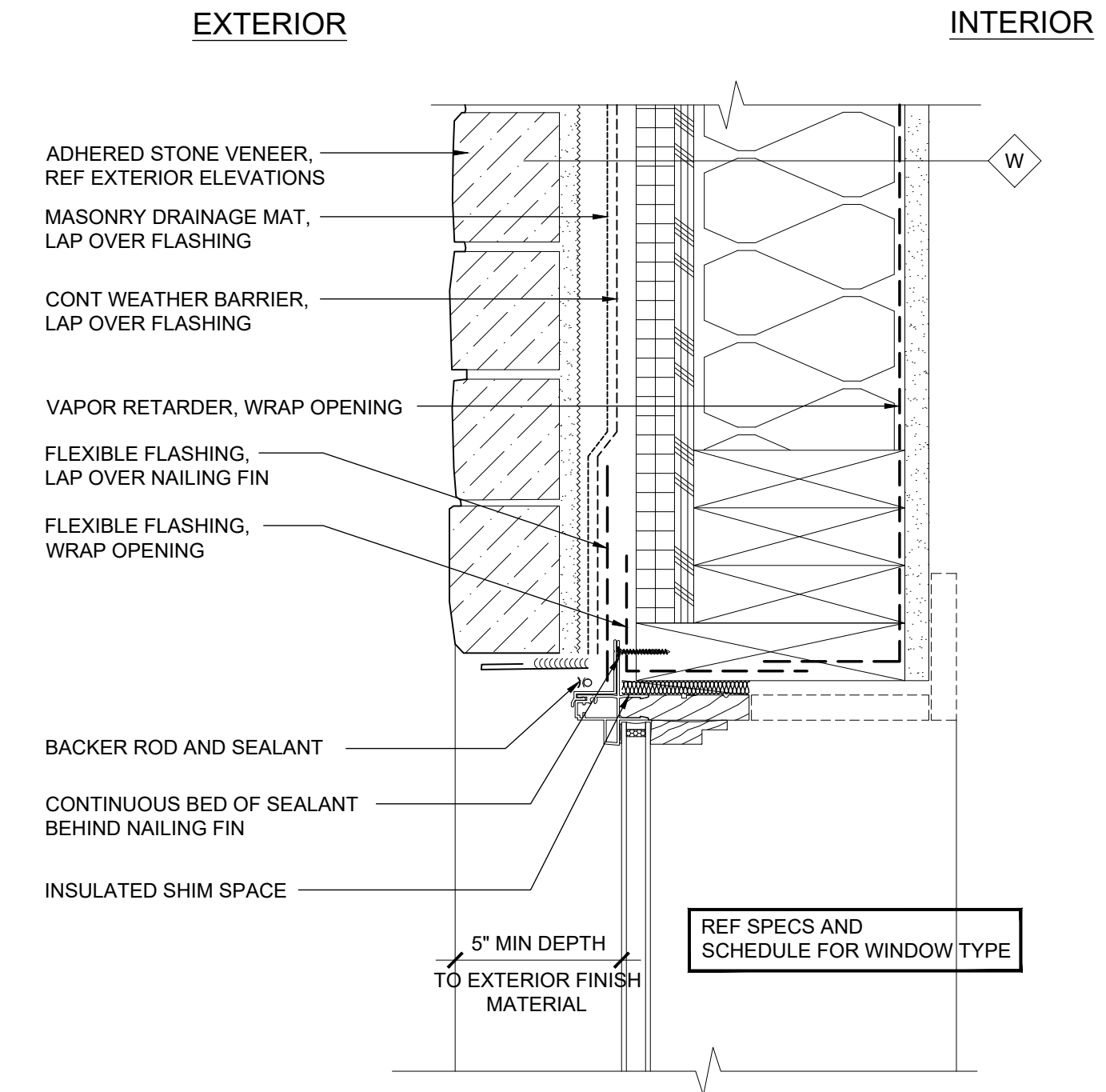
1. SEE FLOOR PLANS AND ELEVATIONS FOR WINDOW TAGS.
2. SEE ELEVATIONS FOR OPERATORS AND SWING INFORMATION.
3. WINDOW DIMENSIONS INDICATE UNIT DIMENSIONS - ROUGH OPENINGS TO BE PROVIDED BY WINDOW MANUFACTURER.
4. HEAD HEIGHTS TAKEN FROM TOP OF FINISHED FLOOR.
5. "PLATE" DESIGNATES PLATE GLASS, AND "TEMP" DESIGNATES TEMPERED GLASS - SEE SPECIFICATIONS FOR GLAZING SYSTEM.
6. PROVIDE WINDOW LIMITING DEVICES AT ALL OPERABLE UNITS WITH SILLS LESS THAN 36 INCHES, WHEN SILLS ARE 72 INCHES OR MORE ABOVE EXTERIOR GRADE.

WINDOW DETAIL GENERAL NOTES:

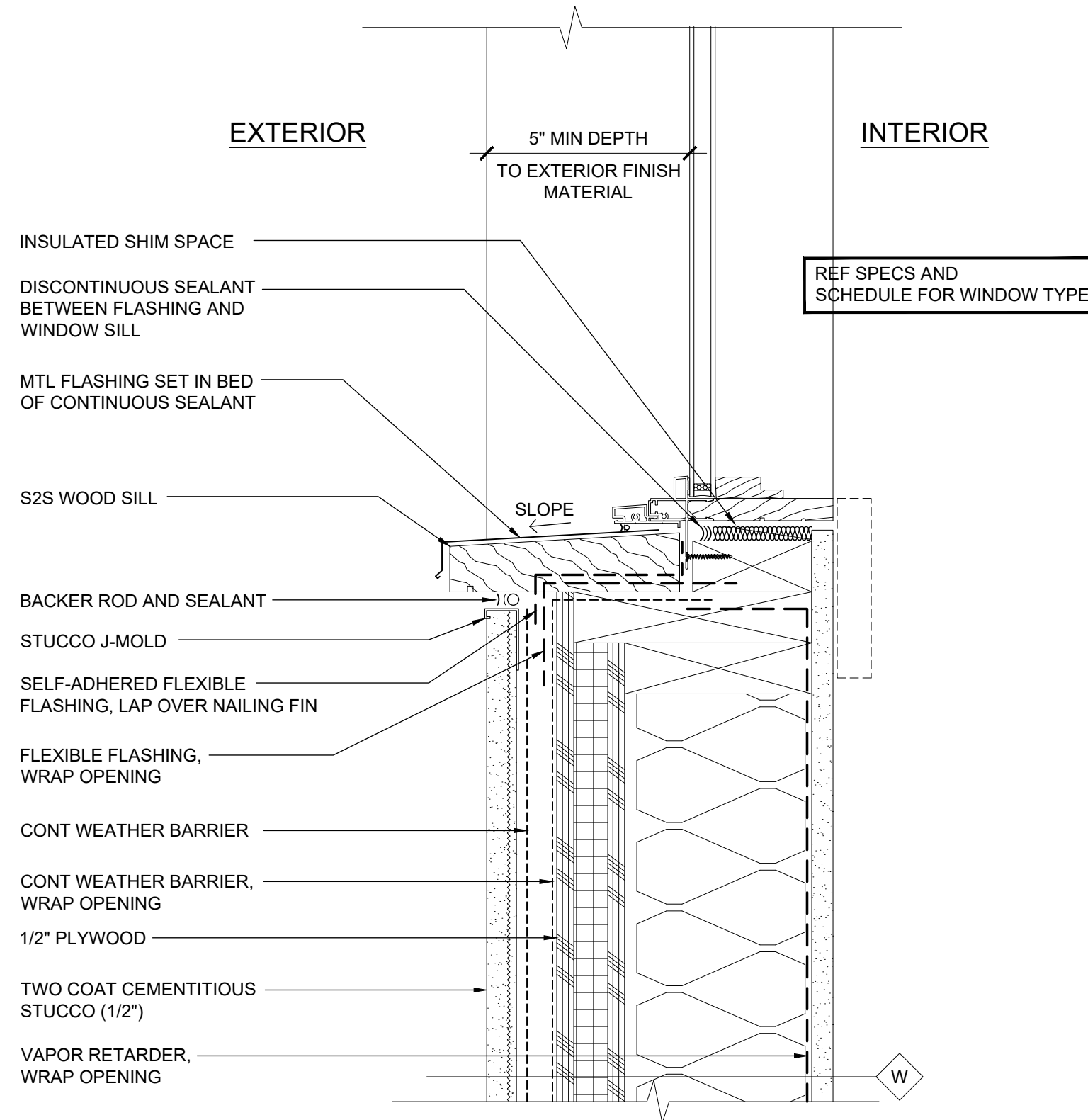
1. WEATHER BARRIER AND FLASHING LINES ARE SHOWN OFFSET FOR CLARITY, TYPICAL



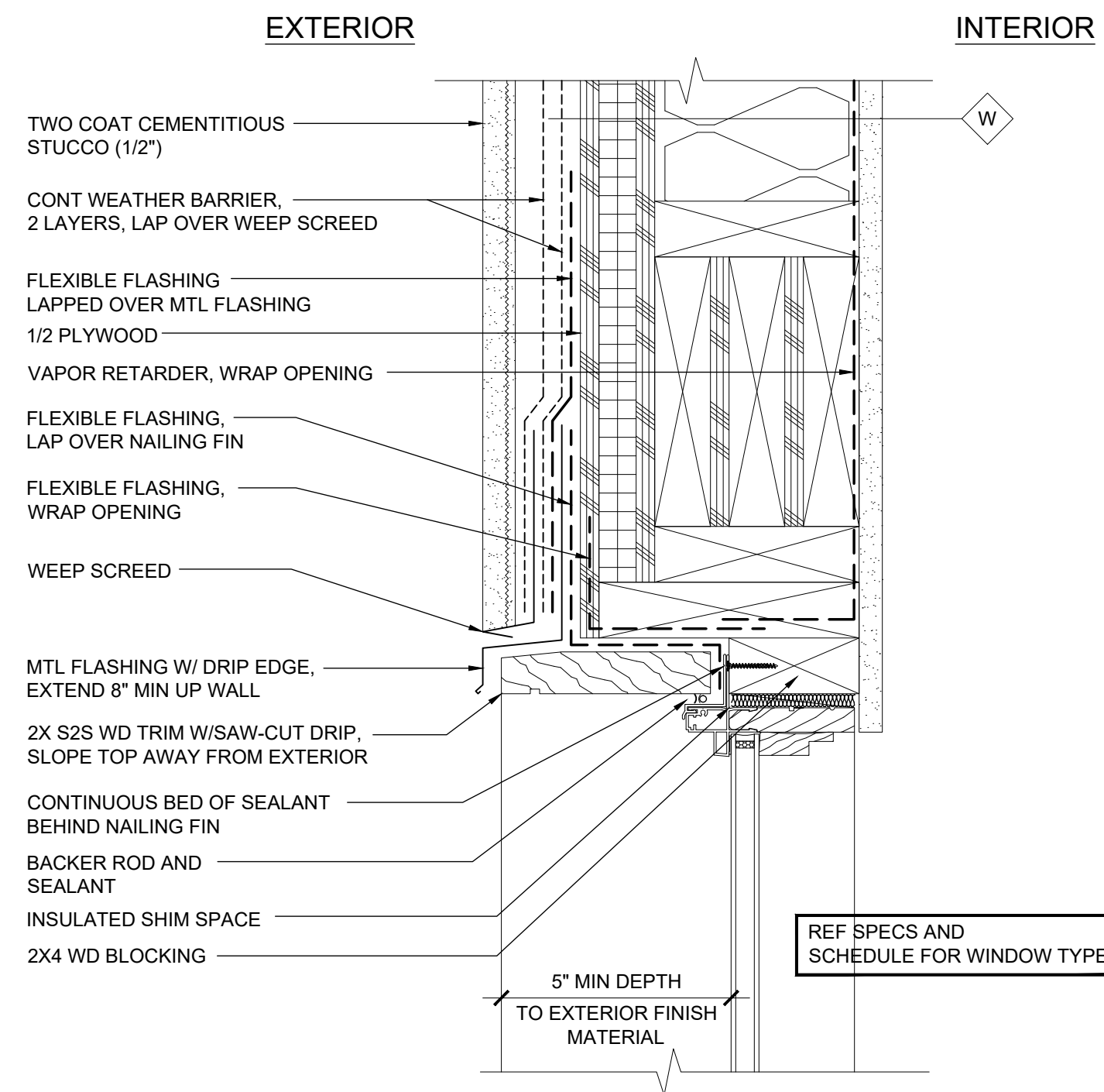
5 WINDOW JAMB AT CEMENTITIOUS STUCCO
A5.7 3\"=1'-0\"



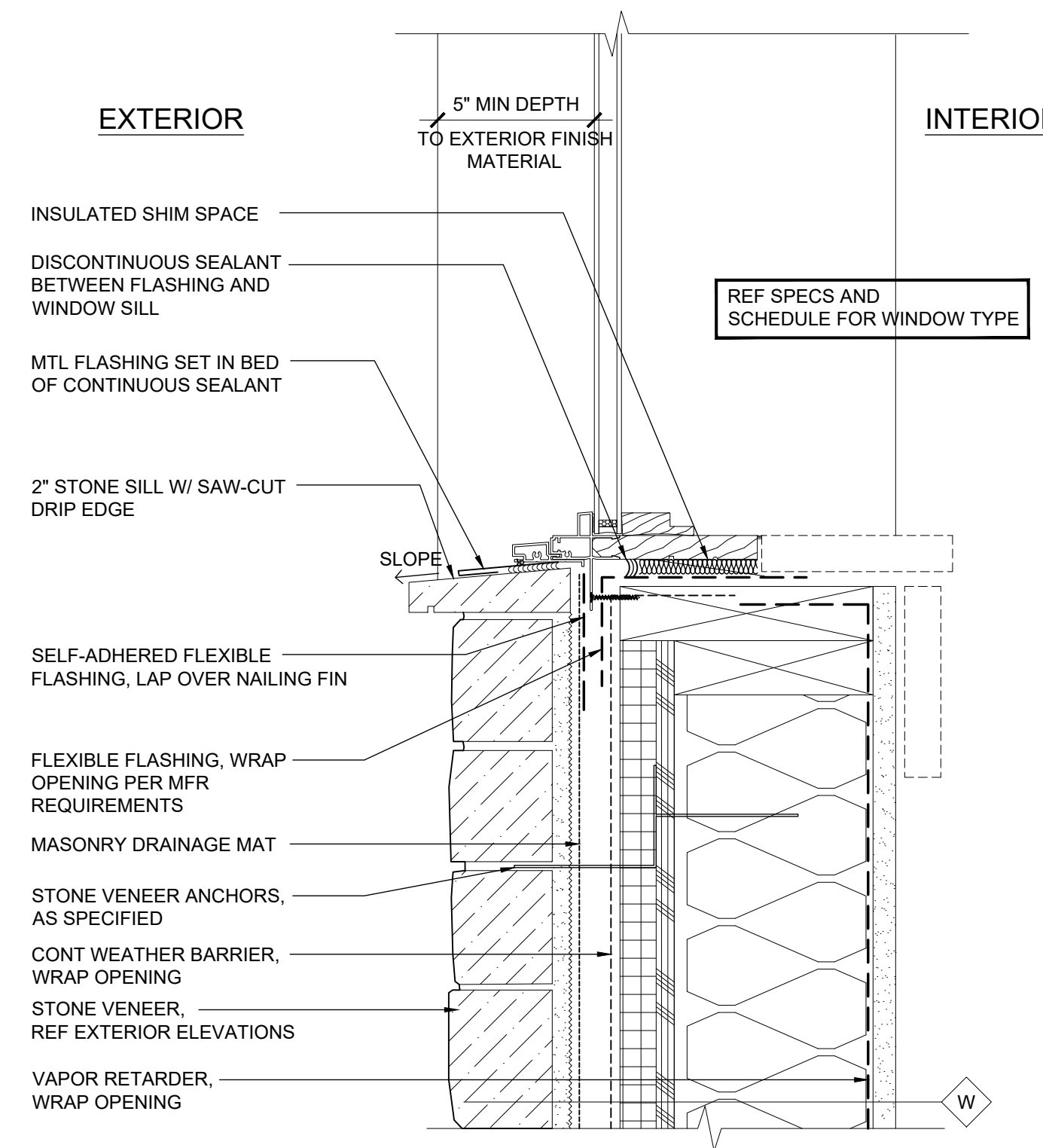
2 WINDOW JAMB AT STONE
A5.7 3\"=1'-0\"



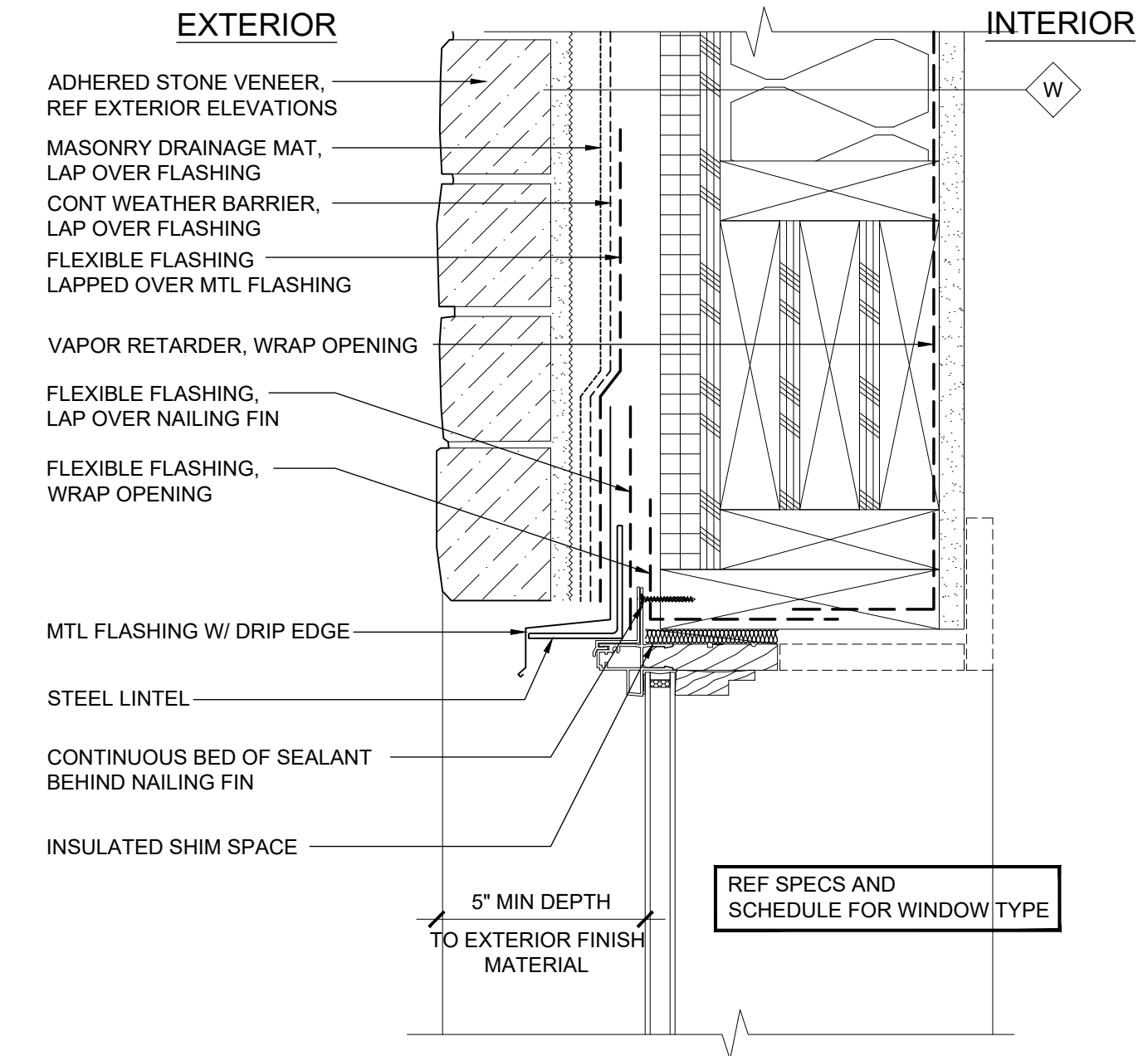
6 WINDOW SILL AT CEMENTITIOUS STUCCO
A5.7 3\"=1'-0\"



4 WINDOW HEAD AT CEMENTITIOUS STUCCO
A5.7 3\"=1'-0\"



3 WINDOW SILL AT STONE
A5.7 3\"=1'-0\"



1 WINDOW HEAD AT STONE
A5.7 3\"=1'-0\"

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WINDOW DETAILS

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X

SHEET No.
A5.70
SCALE: AS SHOWN

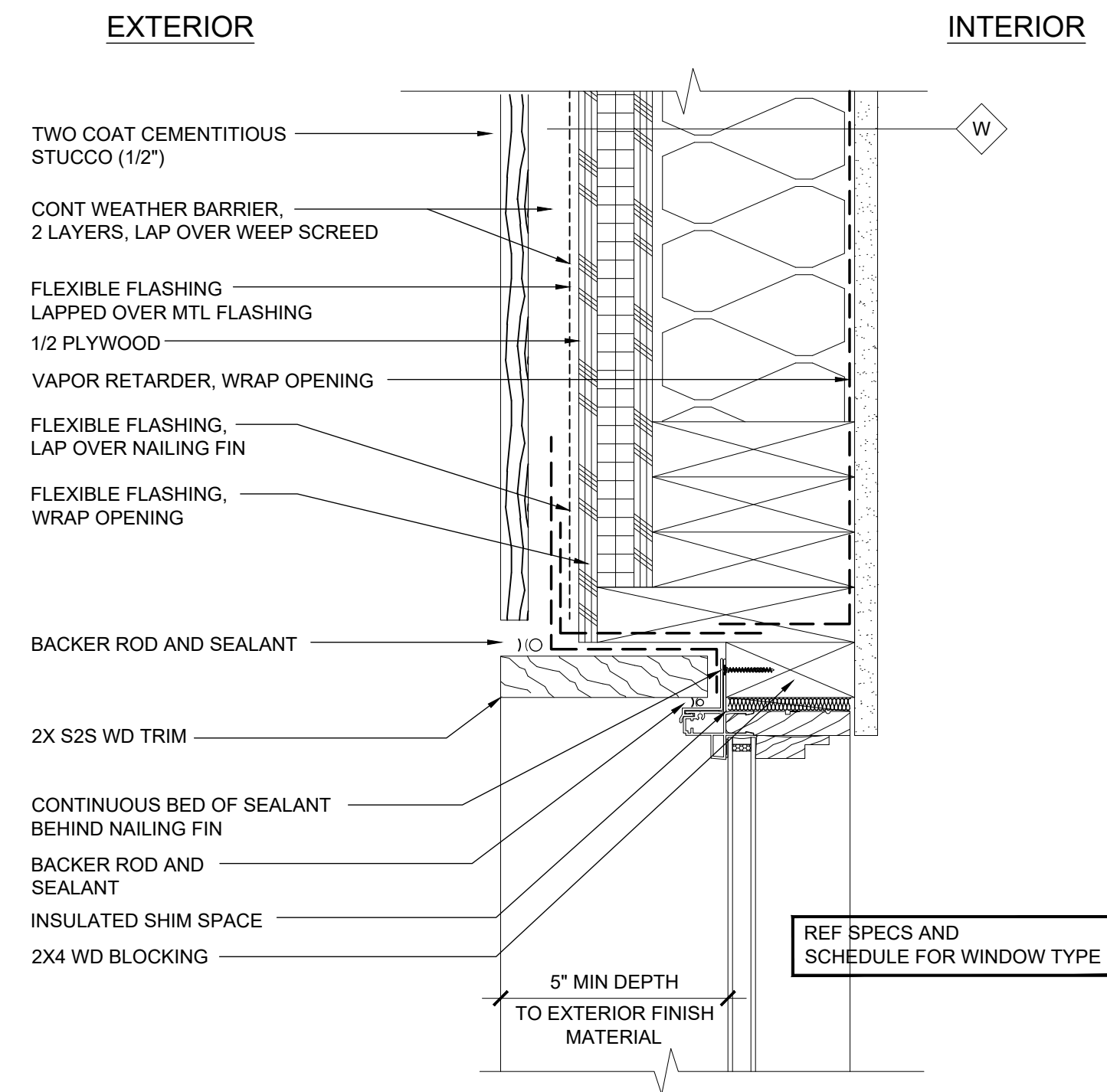
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WINDOW SCHEDULE GENERAL NOTES:

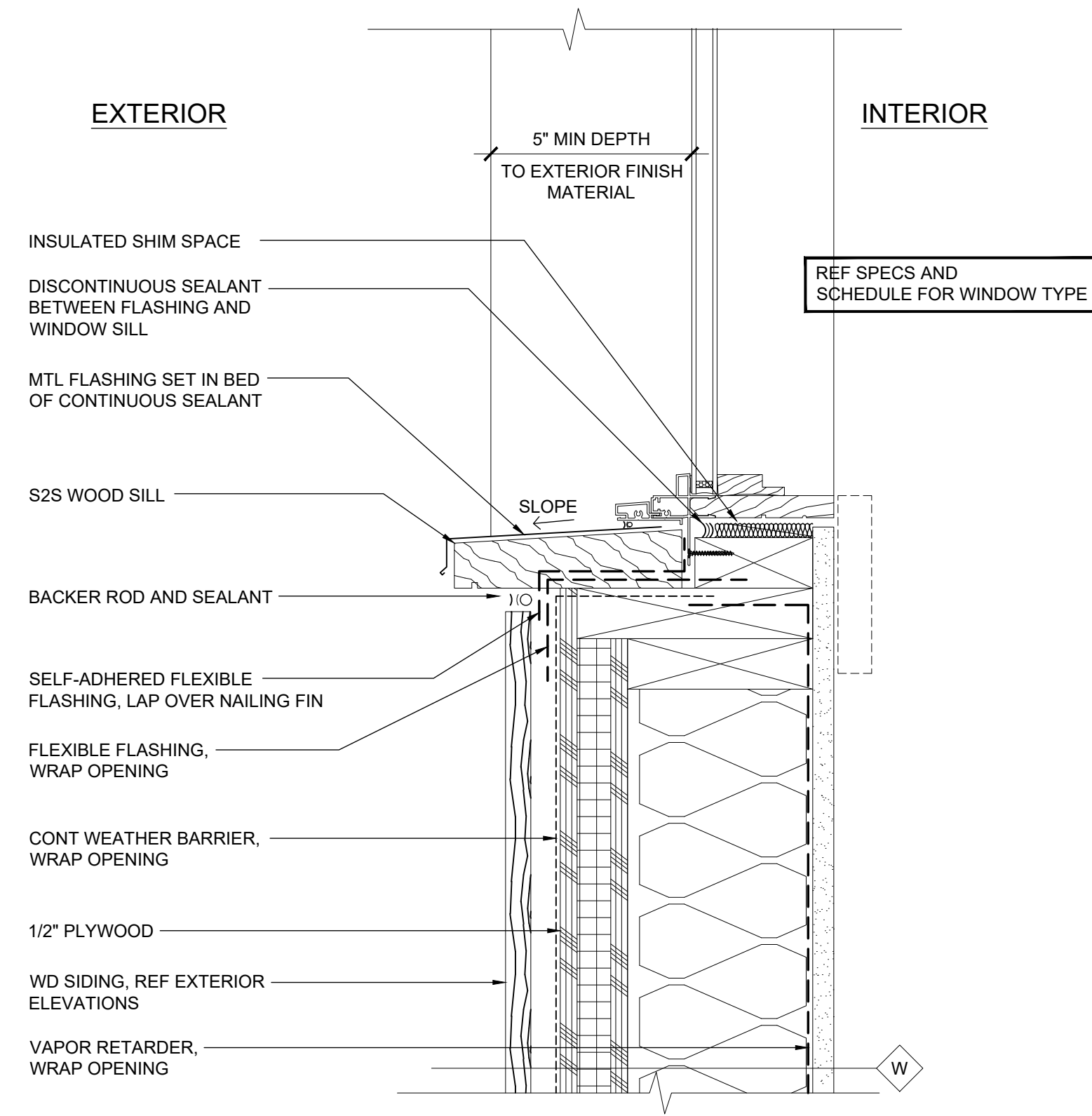
1. SEE FLOOR PLANS AND ELEVATIONS FOR WINDOW TAGS.
2. SEE ELEVATIONS FOR OPERATORS AND SWING INFORMATION.
3. WINDOW DIMENSIONS INDICATE UNIT DIMENSIONS - ROUGH OPENINGS TO BE PROVIDED BY WINDOW MANUFACTURER.
4. HEAD HEIGHTS TAKEN FROM TOP OF FINISHED FLOOR.
5. "PLATE" DESIGNATES PLATE GLASS, AND "TEMP" DESIGNATES TEMPERED GLASS - SEE SPECIFICATIONS FOR GLAZING SYSTEM.
6. PROVIDE WINDOW LIMITING DEVICES AT ALL OPERABLE UNITS WITH SILLS LESS THAN 36 INCHES, WHEN SILLS ARE 72 INCHES OR MORE ABOVE EXTERIOR GRADE.

WINDOW DETAIL GENERAL NOTES:

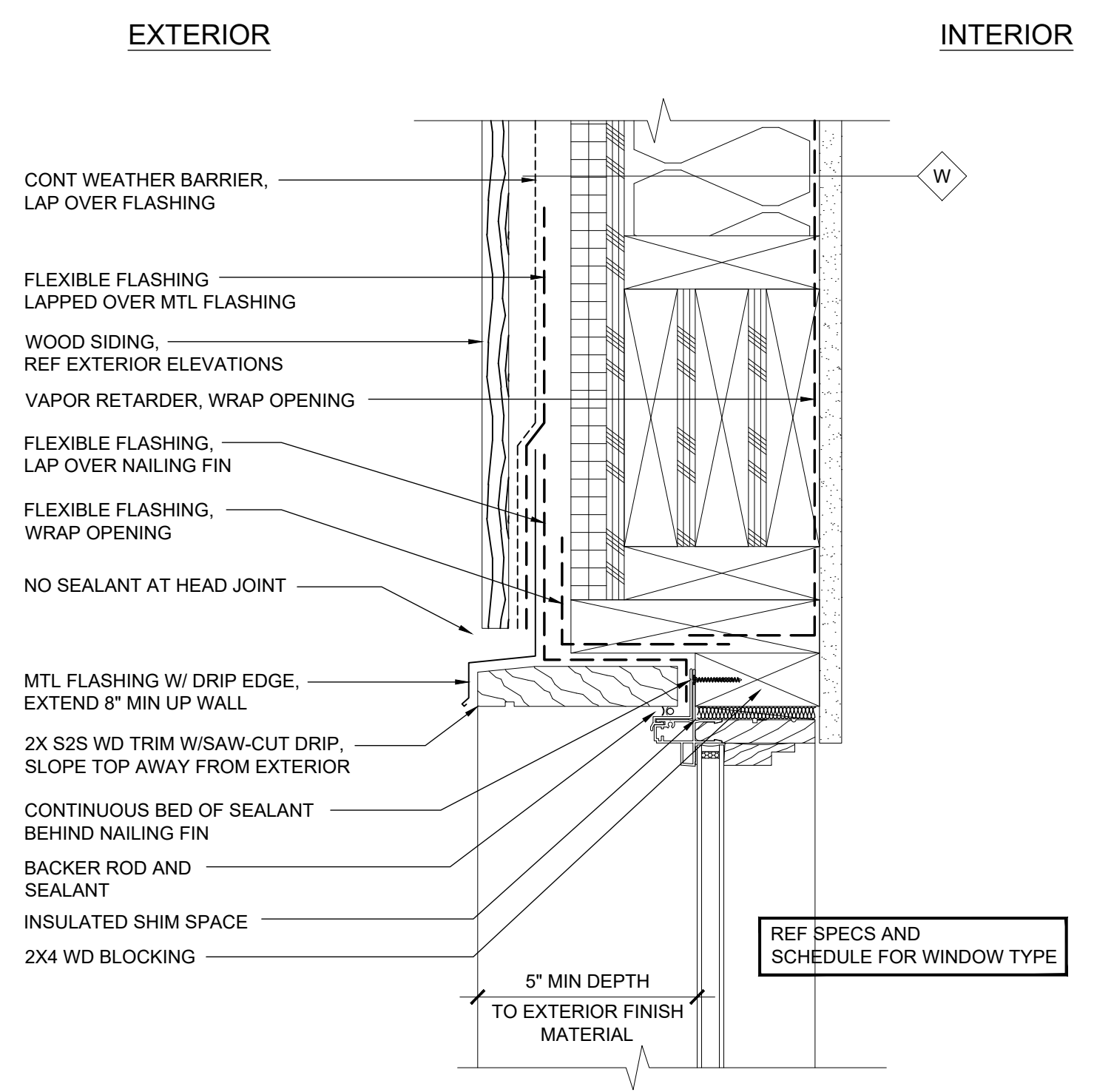
1. WEATHER BARRIER AND FLASHING LINES ARE SHOWN OFFSET FOR CLARITY, TYPICAL



2 WINDOW JAMB AT WOOD SIDING
A5.71 3"=1'-0"



3 WINDOW SILL AT WOOD SIDING
A5.71 3"=1'-0"



1 WINDOW HEAD AT WOOD SIDING
A5.71 3"=1'-0"

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WINDOW DETAILS

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
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SHEET No.
A5.71
SCALE: AS SHOWN

WINDOW SCHEDULE GENERAL NOTES:

1. SEE FLOOR PLANS AND ELEVATIONS FOR WINDOW TAGS.
2. SEE ELEVATIONS FOR OPERATORS AND SWING INFORMATION.
3. WINDOW DIMENSIONS INDICATE UNIT DIMENSIONS - ROUGH OPENINGS TO BE PROVIDED BY WINDOW MANUFACTURER.
4. HEAD HEIGHTS TAKEN FROM TOP OF FINISHED FLOOR.
5. "PLATE" DESIGNATES PLATE GLASS, AND "TEMP" DESIGNATES TEMPERED GLASS - SEE SPECIFICATIONS FOR GLAZING SYSTEM.
6. PROVIDE WINDOW LIMITING DEVICES AT ALL OPERABLE UNITS WITH SILLS LESS THAN 36 INCHES, WHEN SILLS ARE 72 INCHES OR MORE ABOVE EXTERIOR GRADE.

WINDOW DETAIL GENERAL NOTES:

1. WEATHER BARRIER AND FLASHING LINES ARE SHOWN OFFSET FOR CLARITY, TYPICAL

WINDOW SCHEDULE									
TAG	TYPE	OPERATOR	SIZE W	WDW CONST	DETAIL			GLAZING	REMARKS
					HEAD	JAMB	SILL		
A-200	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
A-201	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
A-202	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
A-203	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
A-204	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-205	--	Casement	4'-0"	Metal Clad	-	-	-	Plate	None
A-206	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-207	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-208	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-209	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-210	--	Casement	4'-0"	Metal Clad	-	-	-	Plate	None
A-210A	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-211	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-212	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-213	--	Casement	4'-6"	Metal Clad	-	-	-	Plate	None
A-214	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-215	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
A-216	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
A-217	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
A-218	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-200	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-201	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
B-202	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
B-203	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-206	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
B-207	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-208	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
B-209	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
B-210	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
B-211	--	Casement	1'-6"	Metal Clad	-	-	-	Plate	None
B-212	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
C-200	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-200	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-201	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-202	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-203	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
D-204	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
D-205	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-206	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
E-200	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
E-201	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
E-204	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None

3 LEVEL 2 WINDOW SCHEDULE (+35)

A5.72

F-200	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-201	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
F-202	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-202	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
F-203	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-204	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
F-205	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-206	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
F-207	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
F-208	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
F-209	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
F-210	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
F-211	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-201	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
G-202	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-203	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-204	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-206	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
G-208	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-209	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-210	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-211	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-212	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-213	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-214	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
G-215	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-216	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
G-217	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-218	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-200	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-201	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-202	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-203	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
H-204	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-205	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
H-206	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
H-207	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-208	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
H-209	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-210	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-211	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-212	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-213	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
H-214	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
H-215	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
H-216	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
H-217	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
J-200	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
J-201	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
J-203	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
J-204	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
J-205	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-206	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-207	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
J-208	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None

WINDOW SCHEDULE

TAG	TYPE	OPERATOR	SIZE W	WDW CONST	DETAIL			GLAZING	REMARKS
					HEAD	JAMB	SILL		
B-100	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-101	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
B-102	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
B-103	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-104	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
B-105	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
B-106	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-107	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-108	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
B-109	--	Casement	3'-6"	Metal Clad	--	--	--	Plate	None
B-110	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
B-111	--	Casement	1'-6"	Metal Clad	-	-	-	Plate	None
B-112	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
C-100	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
F-100	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-101	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
F-102	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-103	--	Casement	2'-6"	Metal Clad	--	--	--	Plate	None
F-104	--	Casement	2'-6"	Metal Clad	--	--	--	Plate	None
G-113	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-102	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
J-100	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
J-101	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
J-102	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
J-103	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
J-104	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
J-105	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
J-106	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-107	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
K-100	--	Casement	2'-6"	Metal Clad	--	--	--	Plate	None
K-101	--	Casement	2'-6"	Metal Clad	--	--	--	Plate	None
K-102	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None

2 LEVEL 1 WINDOW SCHEDULE (+24)

A5.72

WINDOW SCHEDULE

TAG	TYPE	OPERATOR	SIZE W	WDW CONST	HEAD	JAMB	SILL	GLAZING	REMARKS
B-002	--	Fixed	2'-0"	Metal Clad	-	-	-	Plate	None
B-003	--	Fixed	2'-0"	Metal Clad	-	-	-	Plate	None
B-004	--	Fixed	2'-0"	Metal Clad	-	-	-	Plate	None
B-005	--	Fixed	3'-0"	Metal Clad	-	-	-	Plate	None
B-006	--	Fixed	3'-0"	Metal Clad	-	-	-	Plate	None
B-007	--	Fixed	3'-0"	Metal Clad	-	-	-	Plate	None
B-008	--	Fixed	1'-6"	Metal Clad	-	-	-	Plate	None
J-001	--	Fixed	3'-0"	Metal Clad	-	-	-	Plate	None
J-002	--	Fixed	2'-6"	Metal Clad	-	-	-	Plate	None

1 LEVEL 0 WINDOW SCHEDULE (+13)

A5.72

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LOT 30
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ISSUED FOR:		
No.	DATE	COMMENT
A	03/23/2021	DESIGN REVIEW
B	03/30/2021	CONCEPT BUDGETING
C	04/28/2021	DESIGN REVIEW - 1
D	07/01/2021	DESIGN REVIEW - 2
E	07/29/2021	FINAL DESIGN REVIEW

WINDOW SCHEDULE

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X

SHEET No.
A5.72
SCALE: AS SHOWN

WINDOW SCHEDULE GENERAL NOTES:

1. SEE FLOOR PLANS AND ELEVATIONS FOR WINDOW TAGS.
2. SEE ELEVATIONS FOR OPERATORS AND SWING INFORMATION.
3. WINDOW DIMENSIONS INDICATE UNIT DIMENSIONS - ROUGH OPENINGS TO BE PROVIDED BY WINDOW MANUFACTURER.
4. HEAD HEIGHTS TAKEN FROM TOP OF FINISHED FLOOR.
5. "PLATE" DESIGNATES PLATE GLASS, AND "TEMP" DESIGNATES TEMPERED GLASS - SEE SPECIFICATIONS FOR GLAZING SYSTEM.
6. PROVIDE WINDOW LIMITING DEVICES AT ALL OPERABLE UNITS WITH SILLS LESS THAN 36 INCHES, WHEN SILLS ARE 72 INCHES OR MORE ABOVE EXTERIOR GRADE.

WINDOW DETAIL GENERAL NOTES:

1. WEATHER BARRIER AND FLASHING LINES ARE SHOWN OFFSET FOR CLARITY, TYPICAL

WINDOW SCHEDULE									
TAG	TYPE	OPERATOR	SIZE	WDW CONST	DETAIL			GLAZING	REMARKS
			W		HEAD	JAMB	SILL		
E-500	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
F-400	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
F-401	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
F-402	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
F-403	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
G-500	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
G-501	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
G-502	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
G-503	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	NONE
G-504	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
G-505	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
G-506	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
G-507	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None

4 LEVEL 5 WINDOW SCHEDULE (+68)

A5.73

WINDOW SCHEDULE									
TAG	TYPE	OPERATOR	SIZE	WDW CONST	DETAIL			GLAZING	REMARKS
			W		HEAD	JAMB	SILL		
A-318A	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-404	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-411	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-412	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
A-413A	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
A-413B	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
A-414	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None

3 LEVEL 4 WINDOW SCHEDULE (+57) (CONT)

A5.73

B-300A	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-303A	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-307	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-404	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
B-405A	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
B-405B	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
B-406	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
C-400	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
C-401	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
C-402	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
C-403	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
D-400	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-401	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
D-402	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
D-403	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
D-404	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
D-405	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
F-400	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
F-401	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
F-402	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
F-403	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-313A	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-404	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-405	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
G-406A	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
G-406B	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
G-407	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-402	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-403	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-404A	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-404B	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-405	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-409	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-413	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-416	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-417	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None

3 LEVEL 4 WINDOW SCHEDULE (+57)

A5.73

WINDOW SCHEDULE									
TAG	TYPE	OPERATOR	SIZE	WDW CONST	DETAIL			GLAZING	REMARKS
			W		HEAD	JAMB	SILL		
A-301	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-303	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-304	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-305	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-310	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
A-311	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-312	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-313	--	Casement	4'-6"	Metal Clad	-	-	-	Plate	None
A-314	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
A-318	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-300	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-303	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-304	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-305	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-306	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
B-307	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
B-308	--	Casement	4'-0"	Metal Clad	--	--	--	Plate	None
B-309	--	Casement	1'-6"	Metal Clad	--	--	--	Plate	None

3 LEVEL 3 WINDOW SCHEDULE (+46) (CONT)

A5.73

B-310	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
C-300	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
C-300	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
C-301	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
D-300	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-301	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-302	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-303	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
D-304	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
D-305	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
D-306	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
E-300	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
E-301	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
E-302	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
E-304	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
F-300	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-301	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
F-302	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-303	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-304	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
F-305	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
F-306	--	Casement	4'-0"	Metal Clad	-	-	-	Plate	None
F-307	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
F-308	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
F-309	--	Casement	1'-6"	Metal Clad	--	--	--	Plate	None
G-301	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-304	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-305	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
G-306	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-307	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
G-308	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-309	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-310	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
G-311	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-312	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-313	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-314	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
G-315	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
G-316	--	Casement	2'-0"	Metal Clad	-	-	-	Plate	None
G-317	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-300	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
H-301	--	Casement	3'-0"	Metal Clad	-	-	-	Plate	None
H-302	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-303	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-304	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-305	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-306	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-307	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-308	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-309	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-310	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-315	--	Casement	3'-6"	Metal Clad	-	-	-	Plate	None
H-316	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
H-317	--	Casement	2'-6"	Metal Clad	-	-	-	Plate	None
J-300	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
J-301	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
J-302	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
J-303	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-304	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-305	--	Casement	4'-0"	Metal Clad	--	--	--	Plate	None
J-306	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-307	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-308	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
J-309	--	Casement	3'-0"	Metal Clad	--	--	--	Plate	None
J-310	--	Casement	2'-0"	Metal Clad	--	--	--	Plate	None
K-300	--	Casement	2'-6"	Metal Clad	--	--	--	Plate	None

1 LEVEL 3 WINDOW SCHEDULE (+46)

A5.73

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D	07/01/2021	DESIGN REVIEW - 2
E	07/29/2021	FINAL DESIGN REVIEW

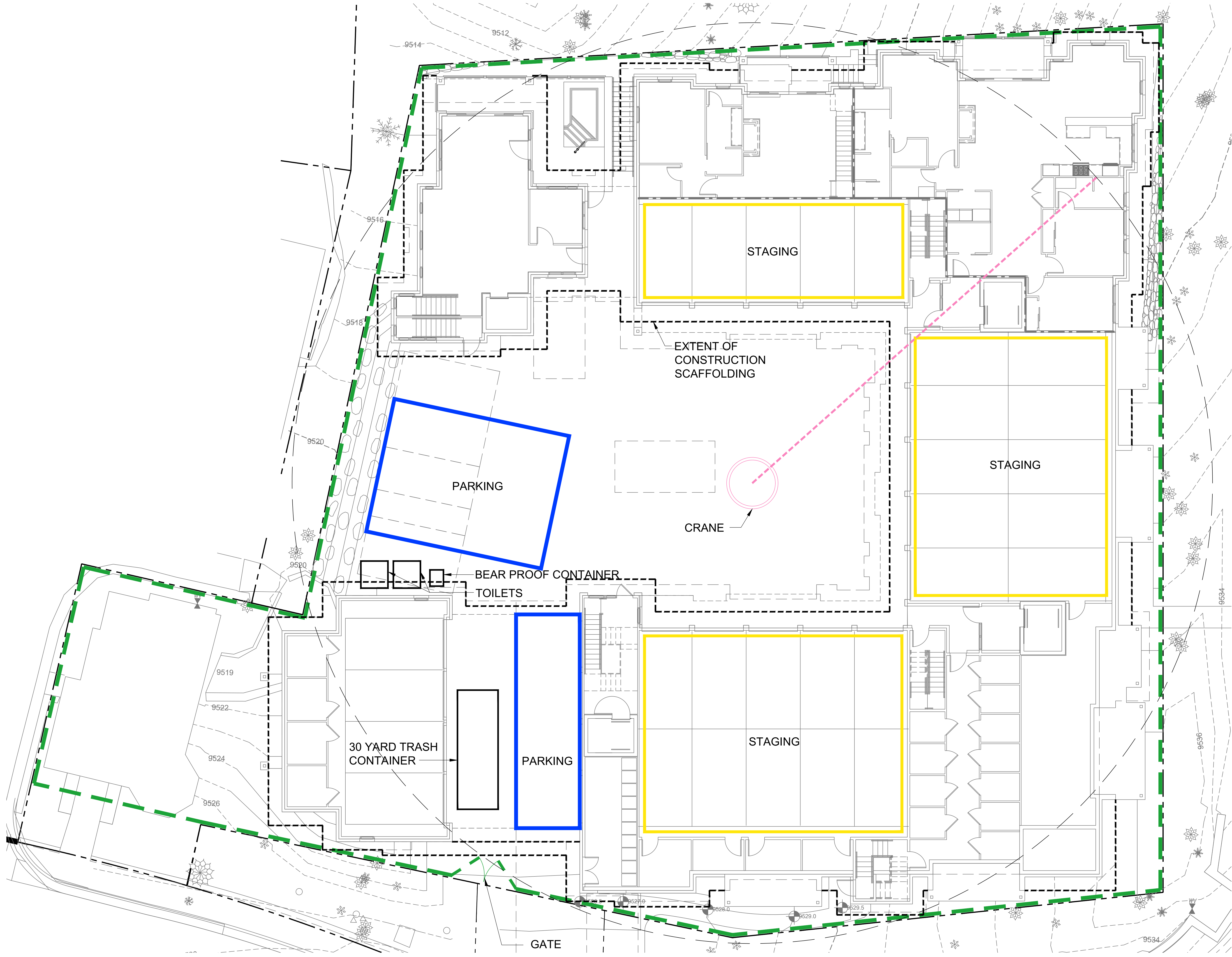
WINDOW SCHEDULE

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X

SHEET No.
A5.73
SCALE: AS SHOWN

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- LEGEND**
- CONSTRUCTION EXTENTS / FENCING
 - PARKING
 - STAGING AREA
 - CRANE AND EXTENTS
 - EXTENT OF CONSTRUCTION

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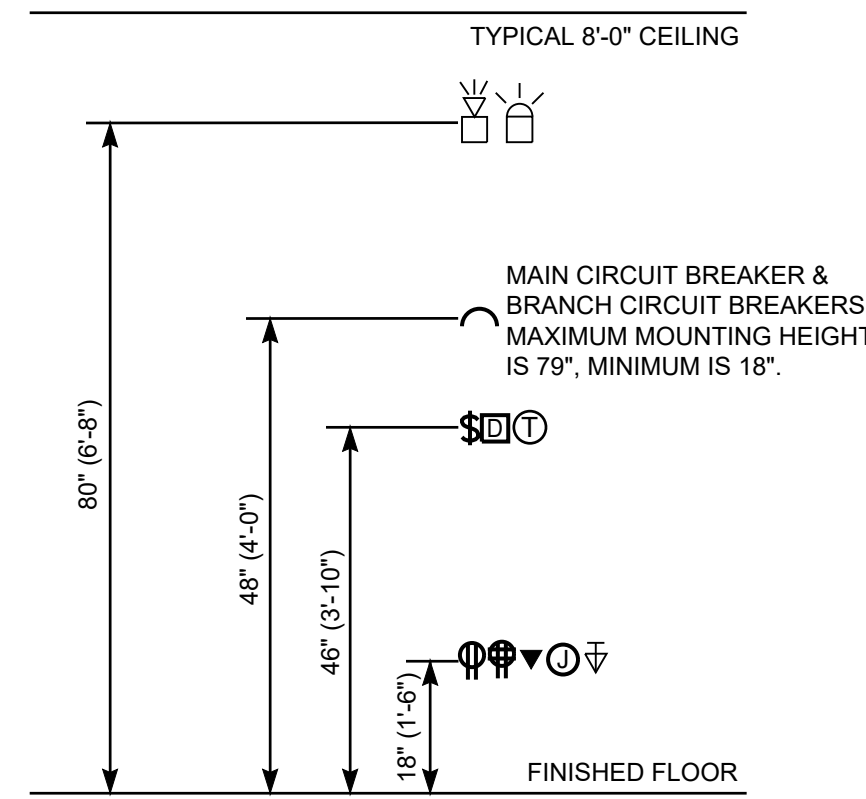
No.	DATE	COMMENT
A	03/23/2021	DESIGN REVIEW
B	03/09/2021	CONCEPT BUDGETING
C	04/28/2021	DESIGN REVIEW - 1
D	07/01/2021	DESIGN REVIEW - 2
E	07/29/2021	FINAL DESIGN REVIEW

**CONST
 MANAGEMENT
 PLAN**

PROJECT No. 192733.00	DATE 03/23/2021
DRAWN BY X	CHK BY X
	TRV BY X

SHEET No.
CMP1.0
 SCALE: AS SHOWN

1 CONSTRUCTION MANAGEMENT PLAN
 CMP1.0 1/8"=1'-0"

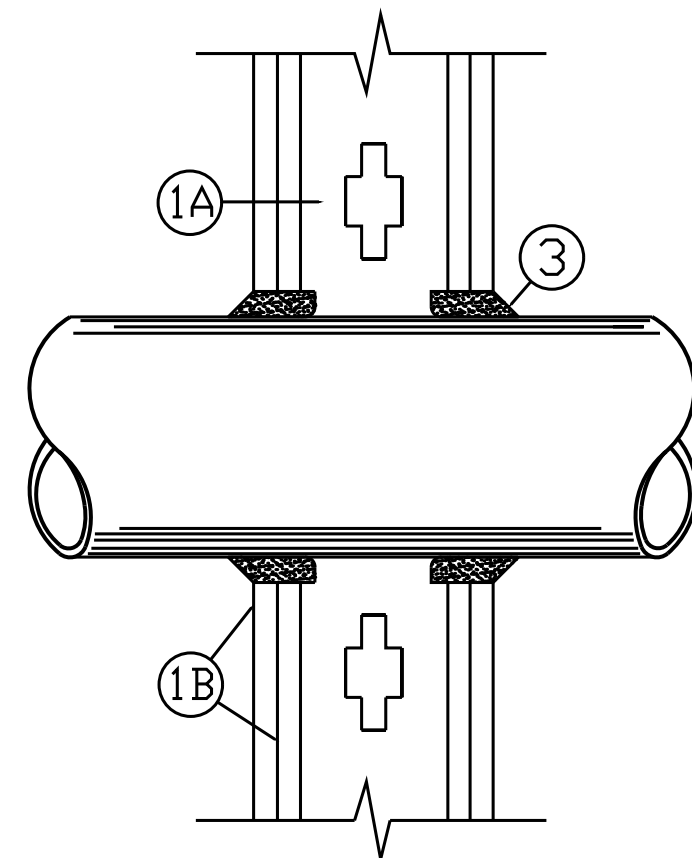


TYPICAL DEVICE MOUNTING HEIGHTS

NO SCALE

NOTES:

- HEIGHTS SHOWN ARE TYPICAL TO CENTERLINE OF BOX UNLESS NOTED OTHERWISE.
- DEVICES ABOVE DOORS SHALL BE CENTERED BETWEEN TOP OF DOOR TRIM AND CEILING LINE.
- MOUNTING HEIGHTS SHOWN ON ARCHITECTURAL ELEVATIONS AND NOTED ON ELECTRICAL FLOOR PLANS SHALL GOVERN OVER THOSE SHOWN ABOVE.
- FOR CEILING HEIGHTS HIGHER THAN 7'-2", INSTALL FIRE ALARM NOTIFICATION AUDIO AND VISUAL APPLIANCES AT 80" AFF OTHERWISE INSTALL AT 6" BELOW CEILING.
- MOUNTING HEIGHTS PER IBC AND ADA CODES



Max Pipe or Conduit Diam in. (mm)	F Rating Hr	T Rating Hr
1 (25)	1 or 2	0+, 1 or 2
1 (25)	3 or 4	3 or 4
4 (102)	1 or 2	0
6 (152)	3 or 4	0
12 (305)	1 or 2	0

PENETRATION THROUGH A FIRE-RATED WALL

NO SCALE

1. WALL ASSEMBLY - THE 1, 2, 3 OR 4 HR FIRE-RATED GYPSUM WALLBOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER DESCRIBED IN THE INDIVIDUAL U300 OR U400 SERIES WALL OR PARTITION DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING CONSTRUCTION FEATURES:

A. STUDS - WALL FRAMING MAY CONSIST OF EITHER WOOD STUDS (MAX 2 HR FIRE RATED ASSEMBLIES) OR STEEL CHANNEL STUDS. WOOD STUDS TO CONSIST OF NOM 2 BY 4 IN. (51 BY 102 MM) LUMBER SPACED 16 IN. (406 MM) OC WITH NOM 2 BY 4 IN. (51 BY 102 MM) LUMBER END PLATES AND CROSS BRACES. STEEL STUDS TO BE MIN 3-5/8 IN. (92 MM) WIDE BY 1-3/8 IN. (35 MM) DEEP CHANNELS SPACED MAX 24 IN. (610 MM) OC.

B. GYPSUM BOARD* - NOM 1/2 OR 5/8 IN. (13 OR 16 MM) THICK, 4 FT. (122 CM) WIDE WITH SQUARE OR TAPERED EDGES. THE GYPSUM WALLBOARD TYPE, THICKNESS, NUMBER OF LAYERS, FASTENER TYPE AND SHEET ORIENTATION SHALL BE AS SPECIFIED IN THE INDIVIDUAL U300 OR U400 SERIES DESIGN IN THE UL FIRE RESISTANCE DIRECTORY. MAX DIAM OF OPENING IS 26 IN. (660 MM).

2. THROUGH PENETRANT - ONE CONDUIT INSTALLED EITHER CONCENTRICALLY OR ECCENTRICALLY WITHIN THE FIRESTOP SYSTEM. THE ANNULAR SPACE BETWEEN PIPE, CONDUIT OR TUBING AND PERIPHERY OF OPENING SHALL BE MIN OF 0 IN. (0 MM) (POINT CONTACT) TO MAX 2 IN. (51 MM). PIPE, CONDUIT OR TUBING TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF WALL ASSEMBLY. THE FOLLOWING TYPES AND SIZES OF METALLIC PIPES, CONDUITS OR TUBINGS MAY BE USED:

A. CONDUIT - NOM 6 IN. (152 MM) DIAM (OR SMALLER) STEEL CONDUIT OR NOM 4 IN. (102 MM) DIAM (OR SMALLER) STEEL ELECTRICAL METALLIC TUBING

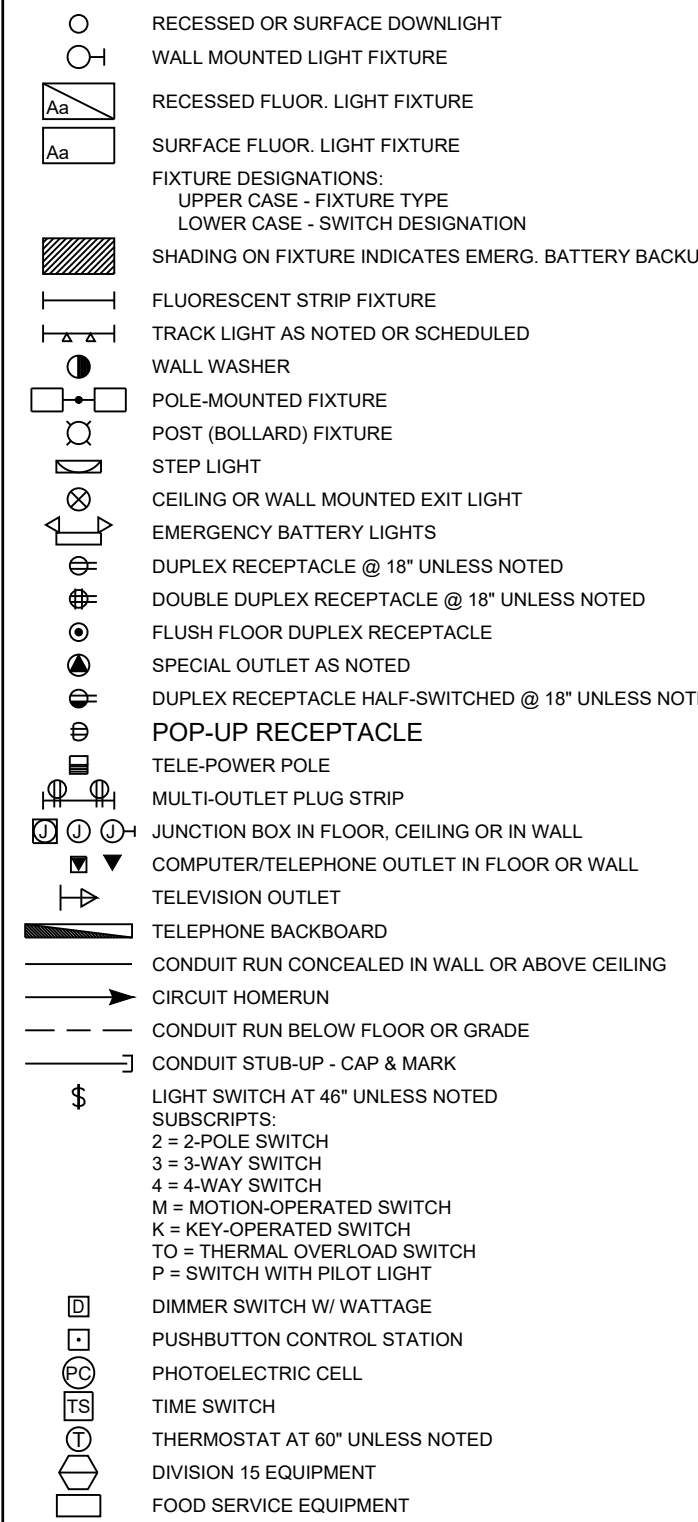
3. FILL, VOID OR CAVITY MATERIAL* - CAULK OR SEALANT - MIN 5/8, 1-1/4, 1-7/8 AND 2-1/2 IN. (16, 32, 48 AND 64 MM) THICKNESS OF CAULK FOR 1, 2, 3 AND 4 HR RATED ASSEMBLIES, RESPECTIVELY, APPLIED WITHIN ANNULUS. FLUSH WITH BOTH SURFACES OF WALL. MIN 1/4 IN. (6 MM) DIAM BEAD OF CAULK APPLIED TO GYPSUM BOARD/PENETRANT INTERFACE AT POINT CONTACT LOCATION ON BOTH SIDES OF WALL. THE HOURLY F RATING OF THE FIRESTOP SYSTEM IS DEPENDENT UPON THE HOURLY FIRE RATING OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED, AS SHOWN IN THE FOLLOWING TABLE. THE HOURLY T RATING OF THE FIRESTOP SYSTEM IS DEPENDENT UPON THE TYPE OR SIZE OF THE PIPE OR CONDUIT AND THE HOURLY FIRE RATINGS OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED, AS TABULATED TO THE LEFT.

3M COMPANY - CP 25WB+ CAULK OR FB-3000 WT SEALANT.

*BEARING THE UL CLASSIFICATION MARKING

ELECTRICAL LEGEND

(NOT ALL SYMBOLS REQUIRED FOR THIS PROJECT)



ABBREVIATIONS

AC	- ABOVE COUNTER
AFF	- ABOVE FINISHED FLOOR
AFG	- ABOVE FINISHED GRADE
AHJ	- AUTHORITY HAVING JURISDICTION
AL	- ALUMINUM
CU	- COPPER
EC	- ELECTRICAL CONTRACTOR
EM	- EMERGENCY
GC	- GENERAL CONTRACTOR
GND	- GROUND
GFI	- GROUND FAULT INTERRUPTER
MC	- MECHANICAL CONTRACTOR
NIC	- NOT IN CONTRACT
NL	- NIGHT LIGHT
NTS	- NOT TO SCALE
PC	- PLUMBING CONTRACTOR
REF	- REFERENCE
UG	- UNDERGROUND
UNO	- UNLESS NOTED OTHERWISE
UTP	- UNSHIELDED TWISTED PAIR
WP	- WEATHER PROOF
XFMR	- TRANSFORMER
+18"	- MOUNTING HEIGHT TO CENTERLINE OF DEVICE AFF OR AFG

FIRE ALARM SYSTEM

FA	FIRE ALARM CONTROL PANEL
AN	FIRE ALARM ANNUNCIATOR PANEL
AS	FIRE ALARM PULL STATION
AS	ALARM HORN OR SPEAKER
AS	COMBINATION HORN/STROBE OR SPEAKER/STROBE
H	THERMAL HEAT DETECTOR
●	SMOKE/IONIZATION DETECTOR
●	PHOTOELECTRIC SMOKE DETECTOR
HP	HEAT/PHOTOELECTRIC SMOKE DETECTOR
S	DUCT DETECTOR
+	SPRINKLER SYSTEM FLOW SWITCH
+	SPRINKLER SYSTEM TAMPER SWITCH
+	STROBE
+	SMOKE/FIRE DAMPER CONNECTION
+	REMOTE INDICATOR LIGHT

SECURITY SYSTEM

C	CONTACT DOOR SWITCH IN JAMB OR HINGE
C OR R	INTRUSION MOTION DETECTOR AS SPECIFIED, CORRIDOR/ROOM
K	KEY-OPERATED ACCESS SWITCH
S	SURVEILLANCE CAMERA

DISTRIBUTION EQUIPMENT SYMBOLS

—	DISCONNECT SWITCH
—	FUSES
—	CIRCUIT BREAKER
—	CURRENT TRANSFORMER
—	TRANSFORMER
—	METER
—	MAGNETIC MOTOR STARTER
—	DISCONNECT SWITCH
—	PANELBOARD OR LOAD CENTER, FLUSH OR SURFACE MOUNTED
—	SWITCHBOARD, MOTOR CONTROL CENTER OR DISTRIBUTION BOARD
—	TRANSFORMER
—	GROUND
—	CIRCUIT BREAKER
—	MOTOR OUTLET
—	AUTOMATIC TRANSFER SWITCH

ELECTRICAL SPECIFICATIONS

A. General Requirements

- SCOPE: Furnish all materials and labor required to execute this work as indicated on drawing and as specified, as necessary to complete the contract. Electrical work shall include, but not limited to, these major items:
 - Complete wiring system for new lighting and power as shown, including new panelboards, new conduits, new wires, new wiring devices, new control devices, etc. for a complete lighting and power system.
 - Complete feeder(s) installation as required for new and/or electrical apparatus as shown on single line diagram and drawings.
 - Complete branch circuit wiring required for the connection of emergency lighting and exit signs to existing emergency stand by power system.
 - Complete provision, installation and connection of lighting fixtures, exit signs and lamps as specified and as shown on drawings.
 - Fire alarm system will be by electrical contractor.
 - Complete connection of HVAC/Plumbing motor(s), water heater(s), equipment, etc. furnish by mechanical - refer to both electrical and mechanical drawing for scope and work and additional information.
 - Provide grounding and bonding Facilities.
 - Complete all electrical demolition as required.
 - Core drilling and patching of existing building structure required for electrical work. Core drilling shall follow Building Standard procedures and contractor shall have written approvals from building owner prior to start of any work.
 - Test of entire system and work.
 - Operating, Maintenance and identification instructions manuals, if any.
 - PERMITS AND FEES: Obtain and pay for all necessary permits, inspections, examinations and fees or charges necessary for execution and completion of electrical work.
 - REGULATIONS AND CODES:
 - Applicable codes: National Electric Code (Most Recent Edition) Conform to the prevailing edition and amendments thereto of the local jurisdiction's electrical code, pertinent NFPA publications and to the requirements of Federal, State or other City agencies having jurisdiction.
 - SHOP DRAWINGS AND SUBMITTAL:
 - Contractor shall submit shop drawings for engineer review and approval.
 - Shop drawing submittal shall include:
 - Lighting fixtures.
 - Panelboard(s).
 - CONDUIT AND WIRE:
 - CONDUCTOR SIZES AND TYPES: For sizes #1/0 AWG and larger, use copper THW or aluminum XHHW. For sizes #1 AWG and smaller, use only copper wire with 600V insulation, types TW, THHN, or THW - stranded in sizes #6 and larger, solid in sizes #10 and smaller. Control wiring shall be #14, stranded. Use type THHN for wires entering or passing through fluorescent lighting fixtures. All motors shall be wired with copper conductors only.
 - MC cable permitted per local codes. Run hard pipe from panel to local junction box, and run MC cable from junction box to device.
 - NM cable permitted per local codes and where installed as required in NEC 334.
 - ELECTRICAL DEVICES
 - Convenience receptacles will be 20 amp or 15 amp, decora style. Finish per owner or architect. All dwelling unit receptacles to be tamper-resistant per NEC 406.11.
 - Light switches will be 20amp or 15 amp, decora style. Finish per owner or architect.
 - Dimming switches will be a minimum of 600W or as noted. Provide decora style, finish per owner or architect.
 - All mounting heights will conform to ADA guidelines. Typical receptacle heights will be +18" AFF and switch heights will be +46" AFF unless noted otherwise.

- Provide GFI type receptacles at kitchens, bathrooms, garages, exterior etc. as required by NEC 210.8.
- Provide AFCI type receptacles at bedrooms, living rooms, dining rooms, hallways etc. as required by NEC 210.12.
- Exterior weather-proof receptacles in damp or wet locations shall adhere to the requirements shown in NEC 406.9.
- SUPPORT
 - Support all electrical equipment independent of accessible ceilings as required by NEC.
- ELECTRICAL BOXES
 - At fire rated wall, space electrical boxes at opposite sides of the wall no less than 24" horizontal distance.
 - When phone, TV & power receptacles are shown on plan next to each other. Locate respective receptacles next to each other on site with no more than 1" separating cover plates.
- METERING
 - EC shall coordinate whether or not meters require lever bypass with local utility and provide all meters with a lever bypass when required.

B. Cat 6 Wiring Requirements

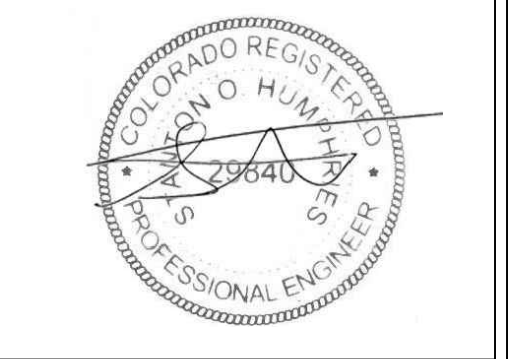
- The cabling for voice and data must be continuous, home run, non-spliced, 500 Mhz or better category 6, 4 pair UTP as applicable. Acceptable manufacturers include: Berk-Tek, Belden, Lucent or equivalent.
- Data cable will be colored blue. Voice cable will be colored white.
- The terminations at the station locations must be Category 6, T568B (AT&T) modular RJ-45, 8 pin, 8 conductor, Hubbell, Leviton, or lucent or equivalent jacks, match faceplates to power, color coded for voice and data, match to cable. Outlets will be securely held in place.
- Wall mounted patch panels will be provided.
- All cables will be labeled with self-laminating labels at each cable end, at each patch panel location, and each wall/floor faceplate that has wiring installed. Coordinate numbering scheme with owner.
- Provide plenum rated cable when required by article NEC 300-22.
- All cable above the ceiling must be tied and properly supported with independent hangers. Cable "draped" across ceiling tiles is unacceptable. In the case of "hard" drywall ceilings, adequate support shall be accomplished where reasonably possible.
- Route cables so as not to exceed 90 meters in length. Bidder will identify any cable runs exceeding 90 meters and provide solution to meet the 90 meter requirement.
- All wiring shall be protected from moving mechanical or physical contacts. Cabling shall be free from tension at both ends, as well as through out the length of the run. Splices and bridge taps with cabling are strictly prohibited. Wiring is to be run in cable tray and conduit where specified.
- All connections of twisted wiring shall be made in such a way as to minimize the extent in which each twisted pair is unraveled at the point of its physical termination. No more than .5 inches of exposed untwisted pairs shall be present at these locations.
- Cable bends shall be no less than eight times the cable diameter or 1.00". Cables are to be kept a minimum of 6" from power lines, electric motors, fluorescent fixtures or heat generating devices.
- All cable hangers shall be no more than 48" apart. Contractor shall be familiar and install in accordance with all applicable codes and standards, including NEC, EIA/TIA 568, 569 and 606, and federal, state and local codes. Care must be taken to ensure cables are not kinked, bent beyond limit, overloaded, over-cinched, crushed, improperly untwisted, etc.
- No exposed wiring will be accepted unless approved in writing by the engineer. Cabling shall be in the wall, above the ceiling or where exposed, enclosed within cable trays, raceways or conduit, as specified.
- All cabling shall be bundled and properly secured and terminated.
- The warranty set forth for this system shall consist of a full three (3) years from the date of project completion. The contractor warrants the system to be free of defects of workmanship or products and will inspect and repair the system during this warranty period at no additional cost to the owner. The warranty period shall begin at the point of system acceptance or beneficial use, whichever comes later.

GENERAL NOTES ALL SHEETS

THE ELECTRICAL CONTRACTOR WILL PROVIDE A WALK THROUGH WITH THE OWNER/ARCHITECT PRIOR TO FINAL ROUGH-IN AS FOLLOWS:

- CONFIRM ALL LOCATIONS FOR LIGHT SWITCHES; ADD THREE WAYS IF FOUND NECESSARY.
- REVIEW RECEPTACLE LOCATIONS; MOVE AS REQUIRED. PROVIDE UNIT PRICING IF ADDITIONAL RECEPTACLES ARE REQUIRED.
- REVIEW RECEPTACLE LOCATIONS AT COUNTERS AND CONFIRM IF THOSE RECEPTACLES SHOULD BE ABOVE COUNTER OR BELOW. MOVE AS REQUIRED.

IN GENERAL CONFIRM POWER AND LIGHTING REQUIREMENTS. THE ELECTRICIAN SHOULD BE PREPARED TO REWORK SOME DEVICE LOCATIONS. SIGNIFICANT REWORK SHOULD BE FLAGGED AND UNIT PRICING PROVIDED AND WRITTEN AUTHORIZATION FOR ADDITIONAL COSTS APPROVED PRIOR TO PROCEEDING.



AEC PROJECT #: 21063

DATE:	ISSUE:
07-16-21	PROGRESS
07-21-21	PERMIT

Drawn By: CTL Checked By: SOH

LEGEND,
SPECS,
DETAILS &
ONE-LINE
SCALE 1/8" = 1'-0"

E1.0
1 of 2

GENERAL NOTES:

1. FOOT-CANDLE VALUES SHOWN ON THE ADJACENT PLAN WERE CALCULATED USING DIALUX EVO VER 9.2.
2. ALL EXTERIOR LIGHTS SHALL BE CONTROLLED WITH A PHOTO-SENSOR OR ASTRONOMICAL TIMECLOCK. COORDINATE CONTROLS LOCATION WITH OWNER PRIOR TO ROUGH-IN.
3. COORDINATE POWER CIRCUITING FOR EXTERIOR FIXTURES IN FIELD.
4. PROVIDE IC RATED HOUSING FOR ANY DOWNLIGHT LOCATIONS WHERE THERE IS INSULATION.
5. THIS PLAN DOES NOT SHOW EMERGENCY EGRESS LIGHTING. BATTERIES MAY BE NEEDED TO POWER DURING AN OUTAGE. COORDINATE EMERGENCY EGRESS BATTERIES AS REQUIRED FOR CODE.

LUMINAIRE SCHEDULE

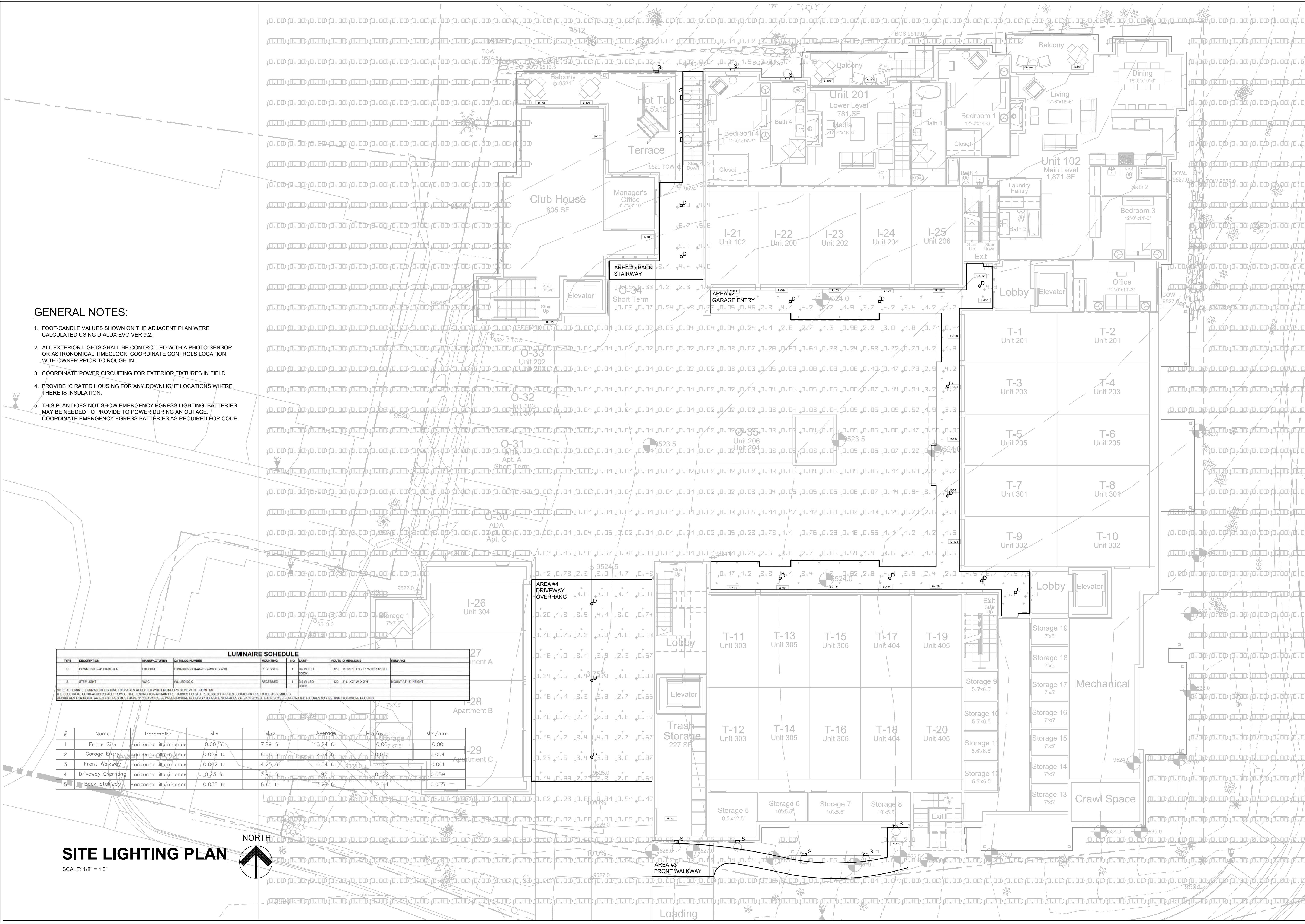
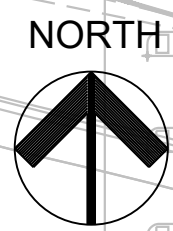
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	HOUSING	NO. LAMP	VOLTS	DIMENSIONS	REMARKS
D	DOWNLIGHT - 4" DIAMETER	UTLUMA	ULNA-300P-40A-RUS-10VLT-02N	RECESSED	1	120	11.3"X11.3" X 1.5" H	11.3"X11.3" X 1.5" H
S	STEP LIGHT	WAC	WLED100/C	RECESSED	1	120	1.5" W X 2.4" H	MOUNT AT 18" HEIGHT

NOTE: ALTERNATE EQUIVALENT LIGHTING PACKAGES ACCEPTED WITH ENGINEER'S REVIEW OF SUBMITTAL. THE ELECTRICAL CONTRACTOR SHALL PROVIDE FIRE TESTING TO MAINTAIN FIRE RATINGS FOR ALL RECESSED FIXTURES LOCATED IN FIRE RATED ASSEMBLIES. BACKBOXES FOR RECESSED FIXTURES MUST HAVE 2" CLEARANCE BETWEEN FIXTURE HOUSING AND INSIDE SURFACES OF BACKBOXES. BACKBOXES FOR RECESSED FIXTURES MAY BE TIGHT TO FIXTURE HOUSING.

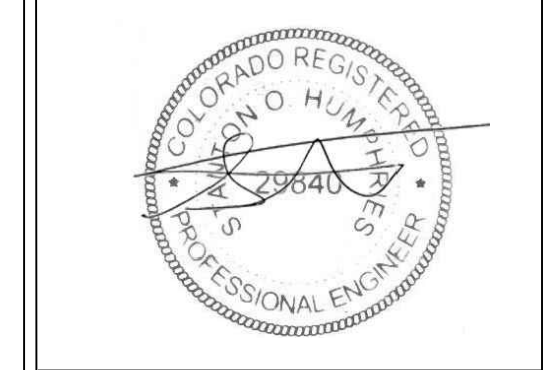
#	Name	Parameter	Min	Max	Average	Min/Average	Min/Max
1	Entire Site	Horizontal Illuminance	0.00 fc	7.89 fc	0.24 fc	0.00	0.00
2	Garage Entry	Horizontal Illuminance	0.029 fc	8.08 fc	2.84 fc	0.010	0.004
3	Front Walkway	Horizontal Illuminance	0.002 fc	4.25 fc	0.54 fc	0.004	0.001
4	Driveway Overhang	Horizontal Illuminance	0.23 fc	3.96 fc	1.92 fc	0.122	0.059
5	Back Stairway	Horizontal Illuminance	0.035 fc	6.61 fc	3.27 fc	0.011	0.005

SITE LIGHTING PLAN

SCALE: 1/8" = 1'-0"



aec
Architectural Engineering Consultants
 Mechanical, Electrical & Lighting Design Services
 An Office with LEED™ Accredited Professionals
 PO Box 8489, 40801 US Hwy 6 & 24, Ste 214, Avon, Colorado, 81620
 Telephone: 970-748-8520
 www.aec-vail.com



MOUNTAIN VILLAGE
LOT 30
TELLURIDE, CO

AEC PROJECT #: 21063

DATE:	ISSUE:
07-16-21	PROGRESS
07-21-21	PERMIT

Drawn By: CTL
 Checked By: SOH

SITE LIGHTING & PLAN
 SCALE 1/8" = 1'-0"

E2.0
 2 of 2
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FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.

CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs. Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment. Two combination 1/2"-3/4" and four 1/2" knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out). No. 12 AWG conductors, rated for 90°C.

Accommodates 12"-24" joist spacing.

Passive cooling thermal management for 25°C standard; high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.

Max ceiling thickness 1-1/2".

OPTICS — LEDs are binned to a 3-step SDCM; 80 CRI minimum. 90 CRI optional. LED light source concealed with diffusing optical lens. General illumination lighting with 1.0 S/MH and 55° cutoff to source and source image. Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.

ELECTRICAL — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box, 10% or 1% minimum dimming level available. 0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled. 70% lumen maintenance at 60,000 hours.

LISTINGS — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. ENERGY STAR® certified product.

BUY AMERICAN — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Catalog Number
Notes
Type



LDN4

**4" Open and WallWash LED
Non-IC
New Construction Downlight**



A+ Capable options indicated by this color background.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative. **Example:** LDN4 35/15 L04AR LSS MVOLT EZ1

LDN4 Series	Color temperature	Lumens ¹	Aperture/Trim Color	Finish	Voltage	
LDN4 4" round	27/ 2700K	05 500 lumens	L04 Downlight LW4 Wallwash	AR Clear WR ² White BR ² Black	LSS Semi-specular LD Matte diffuse LS Specular	
	30/ 3000K	20 2000 lumens				MVOLT Multi-volt
	35/ 3500K	07 750 lumens				120 120V
	40/ 4000K	10 1000 lumens				277 277V
	50/ 5000K	15 1500 lumens				347 ³ 347V

Driver	Options
GZ10 0-10V driver dims to 10%	SF ⁴ Single fuse
GZ1 0-10V driver dims to 1%	TRW ⁶ White painted flange
EZ10 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 10%	TRBL ⁶ Black painted flange
	EL ⁵ Emergency battery pack with integral test switch. 10W Constant Power, Not Certified in CA Title 20 MAEDBS
EZ1 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 1%	ELR ⁵ Emergency battery pack with remote test switch. 10W Constant Power, Not Certified in CA Title 20 MAEDBS
	ELSD ⁵ Emergency battery pack with self-diagnostics, 10W Constant Power, integral test switch. Not Certified in CA Title 20 MAEDBS
D10 Minimum dimming 10% driver for use with JOT	ELRSD ⁵ Emergency battery pack with self-diagnostics, 10W Constant Power, remote test switch. Not Certified in CA Title 20 MAEDBS
D1 Minimum dimming 1% driver for use with JOT	E10WCPR ⁵ Emergency battery pack, 10W Constant Power with integral test switch. Certified in CA Title 20 MAEDBS
EDAB eldoLED DALI SOLDRIIVE dim to dark	E10WCPR ⁵ Emergency battery pack, 10W Constant Power with remote test switch. Certified in CA Title 20 MAEDBS
	NPP16D ^{7,10} nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1).
	NPP16DER ^{7,10} nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1). ER controls fixtures on emergency circuit.
	N80 ⁸ nLight™ Lumen Compensation
	JOT ¹³ Wireless room control with "Just One Touch" pairing
	NPS80EZ ^{7,10} nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1).
	NPS80EZER ^{7,10} nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1). ER controls fixtures on emergency circuit.
	HAO ¹¹ High ambient option (40°C)
	CP ¹² Chicago Plenum
	RRL___ RELOC®-ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Refer to RRL for complete nomenclature. Available only in RRLA, RRLB, RRLAE, and RRLC12S.
	NLTAIR2 ^{8,9} nLight® Air enabled
	NLTAIRER2 ^{9,10} nLight® AIR Dimming Pack Wireless Controls. Controls fixtures on emergency circuit, not available with battery pack options
	NLTAIREM2 ^{9,10} nLight® AIR Dimming Pack Wireless Controls. UL924 Emergency Operation, via power interrupt detection. Available with battery pack options.
	BAA Buy America(n) Act Compliant
	90CRI High CRI (90+)

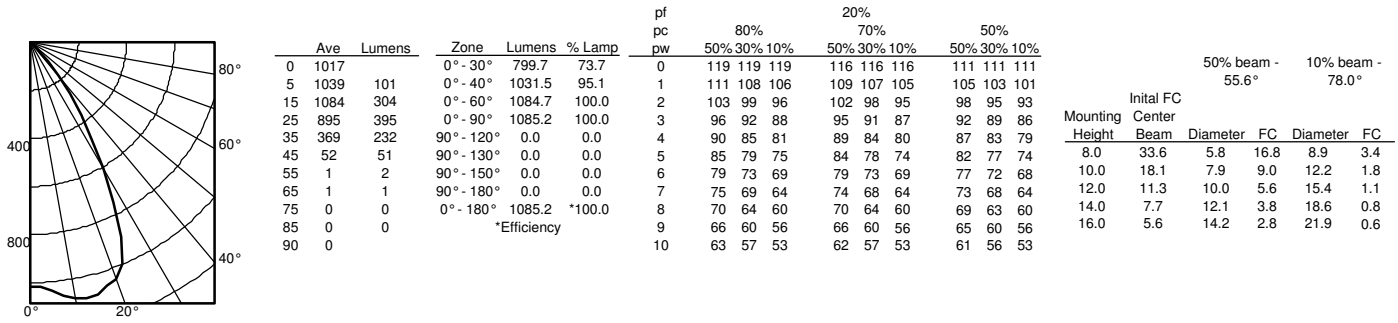
- Notes**
- Overall height varies based on lumen package; refer to dimensional chart on page 3.
 - Not available with finishes.
 - Not available with emergency options.
 - Must specify voltage 120V or 277V.
 - 12.5" of plenum depth or top access required for battery pack maintenance.
 - Available with clear (AR) reflector only.
 - Specify voltage. ER for use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
 - Fixture begins at 80% light level. Must be specified with NPS80EZ or NPS80EZ ER. Only available with EZ10 and EZ1 drivers.
 - Not available with CP, NPS80EZ, NPS80EZER, NPP16D, NPP16DER or N80 options.
 - NLTAIR2, NLTAIRER2 and NLTAIREM2 not recommended for metal ceiling installations.
 - Fixture height is 5-11/16" for all lumen packages with HAO.
 - Must specify voltage for 3000lm. Not available with emergency battery pack option.
 - Must specify D10 or D1 driver. Not available with nLight options. Not available with CP. Not recommended for metal ceiling installation. Not for use with emergency backup power systems other than battery packs.

LDN4

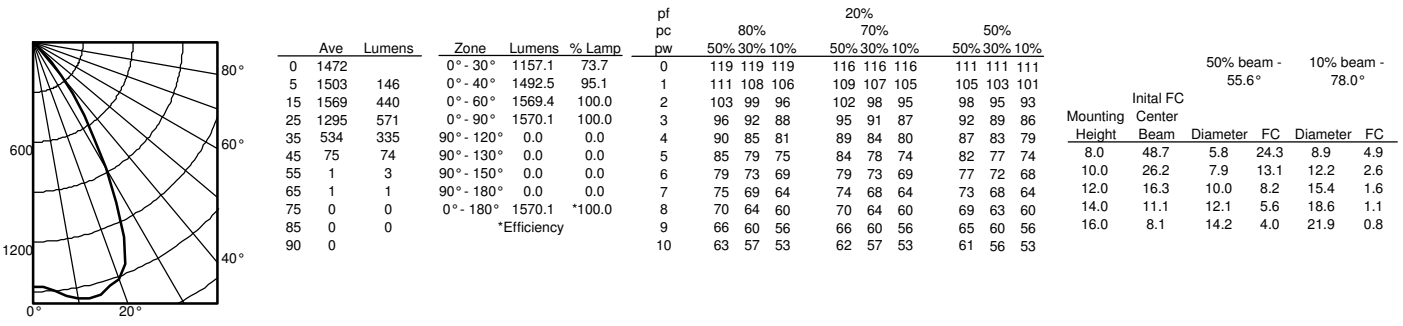
PHOTOMETRY

Distribution Curve	Distribution Data	Output Data	Coefficient of Utilization	Illuminance Data at 30" Above Floor for a Single Luminaire
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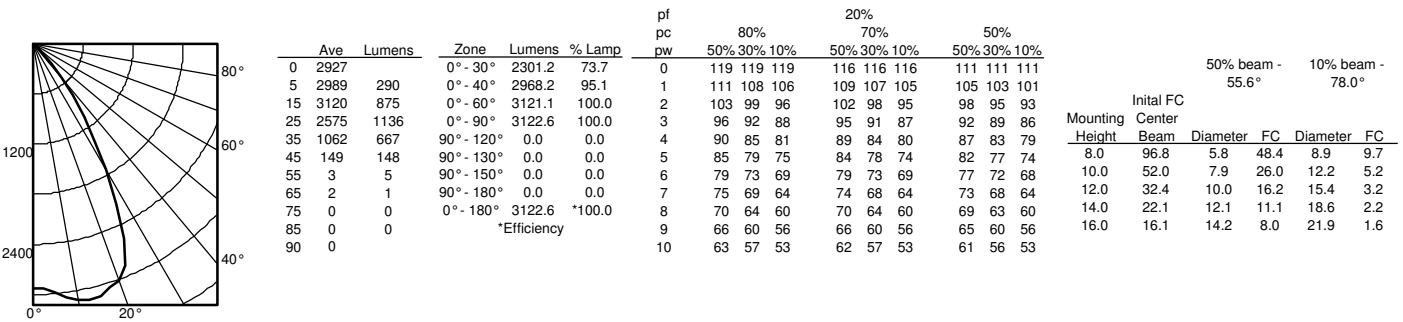
LDN4 35/10 L04AR, input watts: 10.58, delivered lumens: 1085.2, LM/W = 102.57, spacing criterion at 0= 1.04, test no. ISF 30712P229.



LDN4 35/15 L04AR, input watts: 17.5, delivered lumens: 1570.1, LM/W = 89.72, spacing criterion at 0= 1.04, test no. ISF 30712P234.



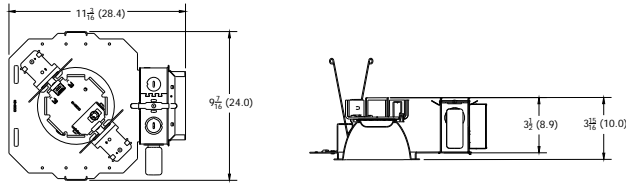
LDN4 35/30 L04AR, input watts: 32.1, delivered lumens: 3122.6, LM/W = 88.52, spacing criterion at 0= 1.04, test no. ISF 30712P249.



LDN4

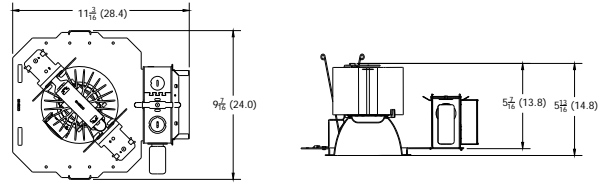
* All dimensions are inches (centimeters) unless otherwise noted.

LDN4 500 - 2000 LUMENS



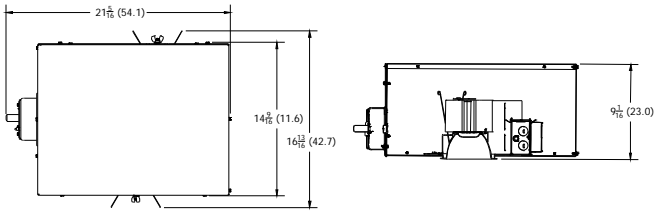
Aperture: 4-5/16" (11)
Ceiling Opening: 5-1/8" (13)
Overlap Trim: 5-7/16" (13.8)

LDN4 2500 - 4000 LUMENS



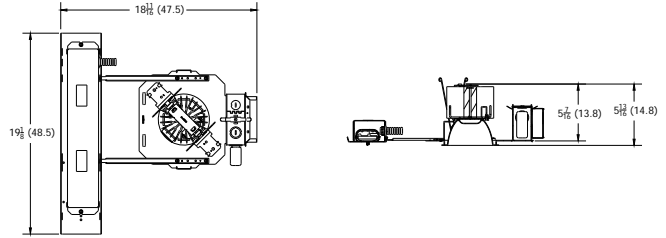
Aperture: 4-5/16" (11)
Ceiling Opening: 5-1/8" (13)
Overlap Trim: 5-7/16" (13.8)

LDN4 CP



Aperture: 4-5/16" (11)
Ceiling Opening: 5-1/8" (13)
Overlap Trim: 5-7/16" (13.8)

LDN4 EL



Aperture: 4-5/16" (11)
Ceiling Opening: 5-1/8" (13)
Overlap Trim: 5-7/16" (13.8)

LDN4			
Nominal	Lumens	Wattage	Lm/W
500	523.6	5.74	91.2
750	751.1	8.6	87.3
1000	1045	10.58	98.8
1500	1512	17.5	86.4
2000	2006	22.12	90.7
2500	2551	26.1	97.7
3000	3007	32.1	93.7
4000	4212	43	98.0

LUMEN OUTPUT MULTIPLIERS \times CCT					
	2700K	3000K	3500K	4000K	5000K
80CRI	0.950	0.966	1.000	1.025	1.101

HOW TO ESTIMATE DELIVERED LUMENS IN EMERGENCY MODE

Use the formula below to estimate the delivered lumens in emergency mode

$$\text{Delivered Lumens} = 1.25 \times P \times \text{LPW}$$

P = Output power of emergency driver. P = 10W for PS1055CP

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet.

The LPW rating is also available at Designlight Consortium.

LUMEN OUTPUT MULTIPLIERS \times FINISH			
	Clear (AR)	White (WR)	Black (BR)
Specular (LS)	1.0	N/A	N/A
Semi-specular (LSS)	0.950	N/A	N/A
Matte diffuse (LD)	0.85	N/A	N/A
Painted	N/A	0.87	0.73

Notes

- Tested in accordance with IESNA LM-79-08.
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 80 typical.

ADDITIONAL DATA

JOT

JUST ONE TOUCH

The Sensor Switch JOT enabled solution offers a wireless, app-free approach to single room lighting control. JOT enabled products use Bluetooth® Low Energy (BLE) technology to enable wireless dimming and switching.

Diagram



LDN4 Series



Sensor Switch
WSXA JOT

- 1. Power:** Install JOT enabled fixtures and controls as instructed.
- 2. Pair:** Insert the pairing tool into the pinhole on the wall switch; press and hold any button for 6 seconds.
- 3. Play:** Once paired, each fixture will individually dim down to 10% brightness. All products will be fully functional.

COMPATIBLE 0-10V WALL-MOUNT DIMMERS

MANUFACTURER	PART NO.	POWER BOOSTER AVAILABLE
Lutron®	Diva® DVTV	
	Diva® DVSCTV	
	Nova T® NTFTV	
	Nova® NFTV	
Leviton®	AWSMT-7DW	CN100
	AWSMG-7DW	PE300
	AMRMG-7DW	
	Leviton Centura Fluorescent Control System	
	IllumaTech® IP7 Series	
Synergy®	ISD BC	RDMFC
	SLD LPCS	
	Digital Equinox (DEQ BC)	
Douglas Lighting Controls	WPC-5721	
Entertainment Technology	Tap Glide TG600FAM120 (120V)	
	Tap Glide Heatsink TGH1500FAM120 (120V)	
	Oasis OA2000FAMU	
Honeywell	EL7315A1019	EL7305A1010 (optional)
	EL7315A1009	
HUNT Dimming	Preset slide: PS-010-IV and PS-010-WH	
	Preset slide: PS-010-3W-IV and PS-010-3W-WH	
	Preset slide, controls FD-010: PS-IFC-010-IV and PS-IFC-010-WH-120/277V	
	Preset slide, controls FD-010: PS-IFC-010-3W-IV and PS-IFC-010-3W-WH-120/277V	
	Remote mounted unit: FD-010	
Lehigh Electronic Products	Solitaire	PBX
PDM Electrical Products	WPC-5721	
Starfield Controls	TR61 with DALI interface port	RT03 DALInet Router
WattStopper®	LS-4 used with LCD-101 and LCD-103	

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks when ordered with drivers marked by a **shaded background***
- This luminaire is part of an A+ Certified solution for nLight control networks, providing advanced control functionality at the luminaire level, when selection includes driver and control options marked by a **shaded background***

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

LDN4

EXAMPLE

Group Fixture Control*

*Application diagram applies for fixtures with eldoLED drivers only.

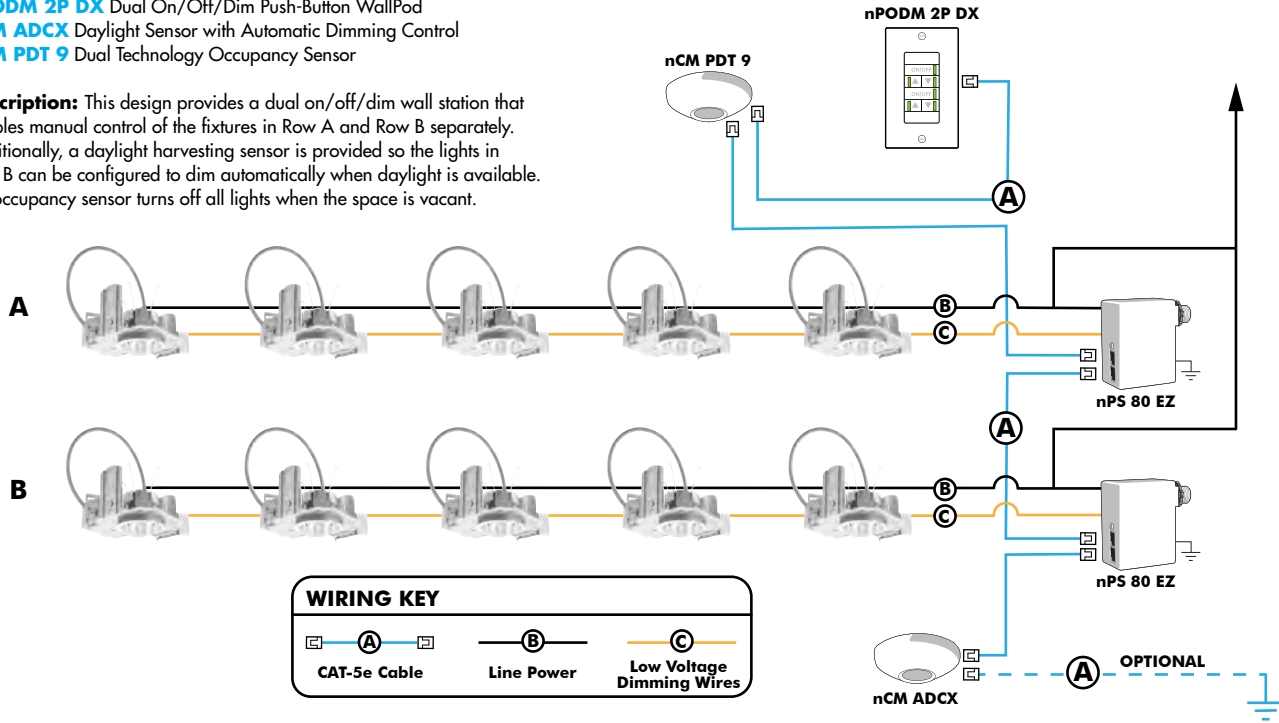
nPS 80 EZ Dimming/Control Pack (qty: 2 required)

nPODM 2P DX Dual On/Off/Dim Push-Button WallPod

nCM ADCX Daylight Sensor with Automatic Dimming Control

nCM PDT 9 Dual Technology Occupancy Sensor

Description: This design provides a dual on/off/dim wall station that enables manual control of the fixtures in Row A and Row B separately. Additionally, a daylight harvesting sensor is provided so the lights in Row B can be configured to dim automatically when daylight is available. An occupancy sensor turns off all lights when the space is vacant.



Choose Wall Controls

nLight offers multiple styles of wall controls - each with varying features and user experience.



Push-Button Wallpod

Traditional tactile buttons and LED user feedback



Graphic Wallpod

Full color touch screen provides a sophisticated look and feel

nLight® Wired Controls Accessories:

Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight for complete listing of nLight controls.

WallPod Stations	Model number	Occupancy sensors	Model Number
On/Off	nPODM (Color)	Small motion 360°, ceiling (PIR/dual Tech)	nCM 9 / nCM PDT 9
On/Off & Raise/Lower	nPOD DX (Color)	Large motion 360°, ceiling (PIR/dual tech)	nCM 10 / nCM PDT 10
Graphic Touchscreen	nPOD GFX (Color)	Wide View (PIR/dual tech)	nWV 16 / nWV PDT 16
Photocell controls	Model Number	Wall Switch w/ Raise/Lower (PIR/dual tech)	nWSX LV DX / nWSX PDT LV DX
Dimming	nCM ADCX	Cat-5 cables (plenum rated)	Model Number
		10', CAT5 10FT	CAT5 10FT J1
		15, CAT5 15FT	CAT5 15FT J1

nLight® AIR Control Accessories:

Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.

Wall switches

	Model number
On/Off single pole	rPODB [color]
On/Off two pole	rPODB 2P [color]
On/Off & raise/lower single pole	rPODB DX [color]
On/Off & raise/lower two pole	rPODB 2P DX [color]
On/Off & raise/lower single pole	rPODBZ DX WH ¹

Notes

1 Can only be ordered with the RES7Z zone control sensor version.

nLight AIR

nLight AIR is the ideal solution for retrofit or new construction spaces where adding communication is cost prohibitive. The integrated nLight AIR rPP20 Power Pack is part of each Lithonia LDN Luminaire. These individually addressable controls offer the ultimate in flexibility during initial setup and for space repurposing.



Simple as 1,2,3

1. Install the nLight AIR fixtures with embedded smart sensor
2. Install the wireless battery-powered wall switch
3. With CLAIRITY app, pair the fixtures with the wall switch and if desired, customize the sensor settings for the desired outcome



Model: WL-LED100

LEDme® Step Light

WAC LIGHTING

Responsible Lighting®



Fixture Type:

Catalog Number:

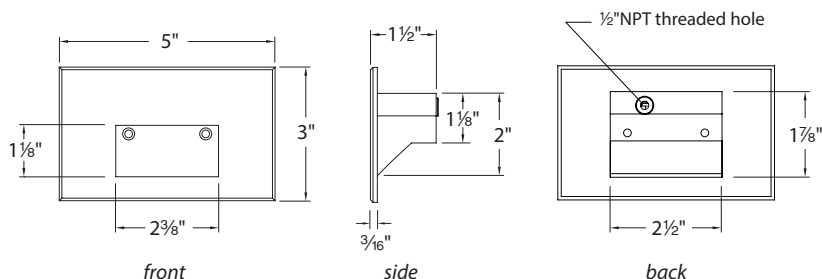
Project: _____

Location: _____

PRODUCT DESCRIPTION

Horizontal rectangle LEDme® Step Light. Designed for safety and style on stairways, patios, decks, balcony areas, walkways and building perimeters.

Features an architectural design. Energy efficient for long-lasting indoor and outdoor lighting solutions. Creates an attractive, romantic impression at night.



FEATURES

- Solid diecast brass, corrosion resistant aluminum alloy, or cast stainless steel construction
- Direct wiring, no driver needed
- Low profile, flush to wall aesthetics with no visible hardware
- 54,000 hour rated life
- Balanced lighting, free of shadows with minimum glare
- IP66 rated, Protected against high-pressure water jets
- Up to 200 fixtures can be connected in parallel
- 5 year WAC Lighting product warranty

SPECIFICATIONS

Construction: Die-cast aluminum or 316 marine grade cast stainless steel

Power: Direct wiring, no remote driver needed. Input voltage: 120V or 277VAC 50/60Hz

Light Source: 3000K CCT Samsung HV-AC High Power LED, CRI: 90
Optional color lenses. Total power consumption of 3.5W

Mounting: Fits into 2" x 4" J-Box with minimum inside dimensions of 3" L x 2" W x 2" H
Includes bracket for J-Box mount.

Dimming: Dim to 10% with electronic low voltage (ELV) dimmer
Approved dimmers: Lutron Nova-T NTELV-300 & NTELV-600, Lutron Vietri VTELV-600, Lutron Diva DVELV-300P, Lutron Skylark SELV-300P, Lutron Maestro MAELV-600

Standards: IP66, UL & cUL Listed for wet locations, Title 24 JA8-2016 Compliant.

ORDER NUMBER

Model #	Light Color	Finish
WL-LED100 120V	C White 3000K	BK Black on Aluminum
	AM Amber 610nm	BN* Brushed Nickel on Aluminum
	RD Red 640nm	BZ Bronze on Aluminum
	BL Blue 450nm	GH Graphite on Aluminum
WL-LED100F 277V	SS Stainless Steel	WT White on Aluminum
	BL Blue 450nm	
WL-LED100 120V	C White 3000K	BBR Bronze on brass
	AM Amber 610nm	

*Brushed Nickel Finish is for interior use only



Example: **WL-LED100F-BL-SS**

wacighting.com
Phone (800) 526.2588
Fax (800) 526.2585

Headquarters/Eastern Distribution Center
44 Harbor Park Drive
Port Washington, NY 11050

Central Distribution Center
1600 Distribution Ct
Lithia Springs, GA 30122

Western Distribution Center
1750 Archibald Avenue
Ontario, CA 91760

ORDINANCE NO. 2021-__

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A DENSITY TRANSFER AND REZONE AT LOT 30, 98 ASPEN RIDGE, TO INCREASE THE CONDOMINIUM DENSITY FROM NINE (9) CONDOMINIUM ZONING DESIGNATION UNITS AND TWO (2), EMPLOYEE CONDOMINIUM ZONING DESIGNATION UNITS TO SIXTEEN (16) CONDOMINIUM ZONING DESIGNATION UNITS AND FOUR (4) EMPLOYEE CONDOMINIUM ZONING DESIGNATION UNITS

RECITALS

- A. Adventura, LLC (“**Owner**”) is the owner of Lot 30 and the associated development rights and density allocated to Lot 30.
- B. Owner has submitted to the Town of Mountain Village (“**Town**”) a density transfer and rezone development application for Lot 30 to increase the condominium density from nine condominium units and two employee apartment units to sixteen condominium units and four employee condominiums (“**Application**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- C. The proposed rezoning and density transfer is to rezone existing employee apartment density and commercial density on Lot 30, converting these existing zoning designations to 4 employee condominium units pursuant to the requirements of the CDC.
- D. The proposed rezoning and density transfer also transfers condominium density onto Lot 30, increasing the condominium zoning designations to 16 condominium units pursuant to the requirements of the CDC.
- E. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

Lot	Acreeage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Zoned Density						
30	0.60	Multi-Family	Condominium	9	3	27
			Employee Apartment	2	3	6
			Commercial	1		
Total Zoned Density:				11		33

- F. At a duly noticed public hearing held on July 1, 2021, 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.
- G. At its regularly scheduled meeting held on July 15, 2021, the Town Council conducted a first reading of an Ordinance, pursuant to the Town Charter and after receiving testimony and public comment, approved on first reading the Ordinance.

- H. At its regularly scheduled meeting held on August 19, 2021, the Town Council conducted a public hearing and second reading of an Ordinance, pursuant to the Town Charter and after receiving testimony and public comment approved on second reading of an Ordinance the application with conditions.
- I. This Ordinance approves a density transfer and rezone creating 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:

Proposed Density	Condominium	16	3	48
	Employee Condominium	4	3	12
	Commercial	n/a	n/a	n/a
Total Density after Transfer and Rezone		19		60

- J. The meeting held on July 15, 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 four hundred feet of the Property, posting of a sign and posting on the respective agendas.
- K. The Town Council hereby finds and determines that the Application meets the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

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

- L. The Town Council finds that the Application meets the Rezoning Density Transfer Process criteria for decision contained in CDC Section 17.4.10(D)(2) as follows:

Density Transfer Findings

1. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application
2. The density transfer meets the density transfer and density bank policies.
3. The proposed density transfer meets all applicable Town regulations and standards.

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

Finding:

1. The Town Council finds that the proposed alternative parking requirements shall provide sufficient parking spaces to serve the proposed use and directs the DRB to waive the requirement for 1 additional required space under the current parking regulations, Table 5-2, Section 17.5.8 of the CDC.

Conditions:

1. The Ordinance shall indicate the change in commercial space and the size of the converted employee condominiums in square feet.
2. Prior to the issuance of a building permit, the Applicant shall submit proposed floorplans for Building 100 to the Town of Mountain Village Housing Authority for review and approval. The applicant shall simultaneously provide these plans to the Planning Division for the appropriate design review approval for the conversion of the existing commercial space into 2 additional residential units.
3. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.
4. The Lot list shall be updated to reflect one built employee condominium, 4 unbuilt employee condominiums, and 16 unbuilt condominiums assigned to the Lot.
5. Town of Mountain Village Deed Restrictions for each built unit shall be executed prior to the issuance of a Certificate of Occupancy per Section 17.3.9 consistent with the requirements found at CDC Section 17.3.9.
6. The Owner of Lot 30 shall enter into a development agreement with the Town of Mountain Village to specify that all unconstructed employee condominium density assigned to Lot 30 must be constructed and completed within 5 years of the issuance of a Certificate of Occupancy for 98 Aspen Ridge.
7. Prior to the issuance of a Certificate of Occupancy, the Owner of Lot 30 enter into a development agreement memorialize the underlying parking requirements per unit and designating that all parking at Lot 30 shall not be sold or otherwise conveyed away from the LCE or GCE of the development.
8. Town of Mountain Village 1997 Deed Restrictions for each built employee unit shall be executed and recorded prior to the issuance of a Certificate of Occupancy per Section 17.3.9 consistent with the requirements found at CDC Section 17.3.9.

9. The Owner of Lot 30 shall enter into a development agreement with the Town of Mountain Village to specify that all unconstructed employee condominium density assigned to Lot 30 must be constructed and completed within 5 years of the issuance of a Certificate of Occupancy for 98 Aspen Ridge.
10. Prior to the issuance of a Certificate of Occupancy Condominium Map and Declarations addressing Section 17.5.8 of the CDC shall be provided to the Town for review.

Section 1. Effect on Zoning Designations

A. This Ordinance does not change the zoning designations on the Properties it only reallocates density within Lot 30.

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 August 19, 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 19th of August 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 15th day of July 2021.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 19th day of August 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 _____, 2021, 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				
Harvey Mogenson				
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 _____, 2021 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				
Harvey Mogenson				
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)

John A. Miller

From: LES OMOTANI <lmo8337@gmail.com>
Sent: Friday, April 2, 2021 11:32 AM
To: Michelle Haynes; John A. Miller
Cc: Les M. Omotani
Subject: Fwd: Lot 30

April 2, 2021

Hello Michelle and John,

In reviewing the latest application for the development of Lot 30 we, as owners of Granita 304, continue to have similar concerns to those we shared with you in 2020.

Our preference is that Lot 30 be developed in a manner similar to the existing houses/buildings in the Aspen Ridge development.

We remain concerned that a large uninterrupted solid block of multi-unit homes impacts the south and west views of Granita owners and guests.

It is our hope that you will require the developer to clearly mark the MAXIMUM height lines for the roof tops along Mountain Village Blvd. = 53 Feet. The illustrations provided / available in the link to the application do not allow an interpretation of the issue of greatest concern to us as owners in the Granita building.

[Last year the marking of trees was done in such a minimal manner / method as to serve no functional purpose. The markings were made at an elevation less than the highest heights of the roof top ridges.]

The developer will continue to make the false case that owners in the Granita Building will not suffer any loss of existing views to the south and west. This is simply not a true statement or conclusion.

A frank assessment of the rationale for the planned height / elevations of the penthouse units for this development is to provide those housing units with a clear view of the mountain vistas that they will remove and block from owners and guests in the Granita building. As owners of Granita 304 our purchase of this unit pre-dates the changes to the planning and zoning changes made regarding Lot 30 and Parcel M.

In our opinion, the developer has not made a sound case for the increased density nor for the significantly solid mass of building to be constructed in opposition to the current characteristic and quality of Aspen Ridge homes.

1. **Building Height Limits (CDC 17.3.11 and 17.3.12)**

The CDC limits the maximum and maximum average building height on Multi-Family lots to 48 feet. However, the ridge of a gable, hip, gambrel, or similar pitched roof may extend the maximum building height up to five (5) feet above the specified maximum height limit.

- The proposed development is in compliance with both the maximum and average height limits for Multi-Family lots.

PLEASE NOTE: Several of the drawings and illustrations that are available via the link are not completely visible. Is it possible to receive a scanned PDF copy of the complete application documents?

Thank you for your time and consideration. We look forward to receiving additional information of the review process and timeline for this application.

take care,

Les and Barbara

GRANITA 304

Les Omotani, Ph. D., Barbara Omotani, Ph. D.
LMO8337@gmail.com

8337 N Lee Trevino Drive
Tucson, Arizona 85742

516 652 6278

From: Michelle Haynes <MHaynes@mtnvillage.org>
Subject: FW: Lot 30
Date: April 2, 2021 at 7:34:21 AM MST
To: LES OMOTANI <lmo8337@gmail.com>, Albert Roer <albertroer@gmail.com>

Good morning. Lot 30 files can be downloaded at the following [link](#) found under current planning.

Michelle Haynes

From: Michelle Haynes
Sent: Friday, April 2, 2021 7:47 AM
To: LES OMOTANI <lmo8337@gmail.com>; Albert Roer <albertroer@gmail.com>
Subject: Lot 30

Les and Albert:

Good morning. We have received a complete application for Lot 30. The 30 day public noticing will go out shortly. The application will be posted to the website by early next week. We scheduled the public hearings for May and June. Thank you!

[Michelle Haynes](#), MPA
Planning and Development Services Director
Housing Director
Town of Mountain Village
[455 Mountain Village Blvd. Suite A](#)
O :: [970.239.4061](tel:970.239.4061)
M :: [970.417.6976](tel:970.417.6976)

For information about The Town of Mountain Village's response to COVID-19 (Coronavirus), please visit townofmountainvillage.com/coronavirus/

Si Usted necesita comunicarse conmigo y necesita servicio de traducción al español, simplemente háganoslo saber y podemos proporcionar tal servicio.

John A. Miller

From: John A. Miller
Sent: Monday, May 3, 2021 4:17 PM
To: John A. Miller
Subject: FW: Lot 30. April 9 2021

From: LES OMOTANI <lmo8337@gmail.com>
Sent: Friday, April 9, 2021 1:45 PM
To: Michelle Haynes <MHaynes@mtnvillage.org>; John A. Miller <JohnMiller@mtnvillage.org>
Cc: Les M. Omotani <LMO8337@gmail.com>; Yvette Rauff <yvette.rauff@gmail.com>; Sandy Van Gilbert <svgnm@comcast.net>; Albert Roer <albertroer@gmail.com>
Subject: Re: Lot 30. April 9 2021

April 9 2021

Hello John and Michelle,

Is it possible to request that the developed be asked to clearly mark the MAXIMUM roof line heights for each section of the building(s) that run parallel to Mountain Village Blvd. Last time they used red paint. It would be best if the marks were WIDER and more visible AND/OR were done using a florescent surveyor like tape or marking material of 3-5 inch width.

Last year the marks were made at the height of the top FLOOR and not the top of the roof line. Obviously this does not help anyone to determine the views that are blocked to current owners in the Granita building. What we want to see is the elevation of the maximum roof line heights.

It would be very desirable to have these elevations marked on the existing trees well before the initial DRB hearing scheduled for May 6, 2021.

Thank you for your consideration and great communication.

Sincerely,

Les Omotani

Granita 304

John A. Miller

From: Sandra <svgnm@comcast.net>
Sent: Monday, April 12, 2021 2:22 PM
To: John A. Miller
Subject: Fwd: Views from Granita 303

John,
I sent this to an incorrect email address and they were kind enough to notify me of my error. Sorry for the lag time in getting this to you.

Sandra Gilbert / Granita 303
Sent from my iPhone

Begin forwarded message:

From: Sandra <svgnm@comcast.net>
Date: April 12, 2021 at 1:51:38 PM MDT
To: MHaynes@mtnvillage.org
Cc: albertroer@gmail.com, yvette.rauff@gmail.com, lmo8337@gmail.com,
JohnMiller@mountainvillage.com
Subject: **Views from Granita 303**

Michelle and John,
As a follow up to Les' email and photos I reiterate his remarks.

The position of the minuscule red ties on the trees makes it clear that the massive proposed developer building will present a solid wall from Aspen Ridge road to the north. All views will be obliterated for Unit 303 and 203 and severely impact Unit 304.

Additionally views will be obliterated for homeowners and visitors driving north on Mountain Village Blvd, severely disrupting the arrival experience and impacting the intrinsic essence of Mountain Village and the visual access of the stunning vistas that sets MV apart as a community that values the land and environment.

Following are photos taken from Unit 303 last week.

Van and Sandra Gilbert/ Granita 303











John A. Miller

From: LES OMOTANI <lmo8337@gmail.com>
Sent: Monday, April 12, 2021 11:52 AM
To: Michelle Haynes; John A. Miller
Cc: Yvette Rauff; Sandy Van Gilbert; Les M. Omotani; Albert Roer
Subject: PROPOSED LOT 30 DEVELOPMENT = DENSITY AND HEIGHT

APRIL 12 2021

Hello Michelle and John,

Last summer the case was made by some to imply that owners of homes in the Granita Building did NOT have views to the south and west. Therefore the proposed new development would have a minimal impact upon existing sight lines.

Last week, we asked a friend to take a few photos from two of our rooms that are located on the third floor of the Granita building. It is obvious that we do indeed enjoy some great views throughout the winter and spring [and even the summer and fall.]. We continue to ask that the developer be required to CLEARLY mark the highest roof heights for the proposed building that will run the entire length parallel to Mountain Village Blvd. Obviously if the proposed construction will negatively affect the views from our Granita 304 condo then the impact upon Granita 303 and the units on the first and second floors will be SEVERE.

thanks for your consideration.











take care,

Les

GRANITA 304

Les Omotani, Ph. D.

LMO8337@gmail.com

8337 N Lee Trevino Drive
Tucson, Arizona 85742

516 652 6278

516 652 6278

John A. Miller

From: Yorke Pharr <yorkepharr@gmail.com>
Sent: Monday, April 26, 2021 2:48 PM
To: cd
Subject: Lot 30 density change

I have been owner at Aspen Ridge unit 4 for nearly 20 years. I wish to strongly object to the new and nearly double density request for the lot 30 from 11 to 19 units and 33 to 57 person change. This is now totally out of character for Aspen Ridge and the across street development by same developer. I hope those in charge will value tradition and reason and reject this change. It will definitely do damage to what has been carefully developed in heart of Mt Village. Quality not quantity please!

J Yorke Pharr iii and family

Sent from my iPhone

John A. Miller

From: Greg Nichols <rgnichols@me.com>
Sent: Tuesday, April 27, 2021 11:39 AM
To: cd
Cc: Tim Durham; Bohdan Iwanetz; Mike &Debbie Rutledge; Phil Gruszka; Julie REZNICEK; Laura Norwitch; Steve R; Marcy (Telluride)
Subject: Lot 30 Development

Attn: MV Planning Development

Our family first started skiing in Telluride in the mid-nineties and purchased our family townhouse in 2020 in Aspen Ridge. For over 20 plus years we have spent 10-15 weeks a year in MV and consider this our families 2nd home.

We purchased in the AR community as our HOA which is comprised of all AR owners was doing a great job then and continues to do so helping the AR neighborhood community remain one of the best in MV.

Another consideration was the development that would eventually go up on the Lot 30. We understood when we purchased that it was a low density area and we assumed we would never have to worry about a large condo development.

We never believed that MV would even consider approving a development this size on our block much less one that appears massive from the email plans I received.

Who believes that we should increase the units by 8 and allow 24 plus more people than originally zoned. After all, we all know that there will not be 57 people but closer to 70-80 when the units are full and everyone's friends, family, or group of renters show-up.

Parking will be a problem and feel sure unless MV police dept. are geared up for and do hourly drive-bys this will be an issue.

Many of us have grandchildren and small kids that are out and about in the neighborhood. The increase in the additional traffic down AR blvd. will certainly add an additional hazard that we have not faced. And as many of the new occupants will undoubtedly be renters, I feel sure they will all be lost and miss the driveway and head up-down our street.

Our AR HOA has worked hard to maintain building standards to help keep the noise level down in our community as most of us have our windows open 24/7 weather permitting. We never have party noise issues nor large outside gatherings. THAT there is a community center planned along with a spa/pool is unacceptable. As we all know, the more the booze flows the longer the party goes and louder it gets. Who is going to be in charge of shutting this problem down as we know" posted hours" are not working for some owners and young renters.

I have other concerns about the development as to how it will impact this area we have lived and vacationed in for 20 plus years. It is certainly not my/ours/MV problem that the developer can not make this a viable financial project with the current density zoning. Maybe they need to rescale the project or sell off Lot 30 to a developer that has no issues building within the existing MV zoning codes.

Thanks R Greg Nichols

John A. Miller

From: tim durham <rtimdurham@gmail.com>
Sent: Tuesday, April 27, 2021 1:09 PM
To: cd
Cc: Tim Durham
Subject: Lot 30 Development Proposal

Dear MV Design Review Board,

We are 31 year Mountain Village property owners in the Aspen Ridge Condominium complex. We have loved being a part time MV resident and truly consider it our "Happy Place." To that end we are very concerned about the proposed condominium project being proposed for Lot 30, which is directly adjacent to our property and shares Aspen Ridge Blvd as common egress and ingress.

Given the size of Lot 30, the currently approved density plan for 11 units actually already seems excessively dense, and would need to be very carefully designed with vehicular access to most units from Mountain Village Boulevard to prevent excess traffic on Aspen Ridge Blvd, given the existing volume of pedestrian traffic from Aspen Ridge and the condo residents down the stairs from us. The people traffic associated with 11 additional residential units should not present a problem assuming use is limited to individual owners or renters.

The most recent proposed plan of an increase up to 19 units not only consumes virtually every available square foot of the lot, but expands the human density to that which is more in line with a hotel. It far exceeds that of Aspen Ridge or the Granita which have lots of green spaces surrounding them. Furthermore, adding a Community Center and outdoor spa/pool further adds potential noise and visual pollution to surrounding properties and would be unacceptable to most.

As proposed, the massive size of this proposed development would certainly not be a transitional unit between Aspen Ridge and the Village. It would be the insertion of a very large, view blocking structure that would create increased noise and activity through the spa and community center areas. This proposed structure is out of place with its surroundings, not only with Aspen Ridge and The Granita, but also with other buildings around Sunset Plaza.

Obviously we strongly object to this development as proposed.

We truly appreciate your serious consideration of the potential harm that this proposed development would have on our, and all the neighboring resident's, "Happy Place" and highly encourage you to reject this density increase proposal as designed.

Regards,

Tim Durham
Aspen Ridge #24 Owner
512-422-1237

John A. Miller

From: Riles, Thomas <Thomas.Riles@nyulangone.org>
Sent: Tuesday, April 27, 2021 9:20 AM
To: cd
Cc: Merideth Munn; rtimdurham@gmail.com; adriana riles
Subject: Proposed Development at Aspen Ridge lot 30

Dear Members of the Design Review Board,

As owners at Aspen Ridge for over 30 years, we are appalled at the most recent plan to expand the project at Lot 30 of Aspen Ridge to 19 units, as well as the plan to include a Community Center with the spa and pool as part of the development most adjacent to the Aspen Ridge homes.

Clearly Lot 30 is ideal for development. It is surprising that it had not been developed long ago. As we have watched Aspen Ridge and Mountain Village grow, it always seemed that an attractive structure between the Aspen Ridge homes and the Granita would complete a graceful transition between the Village and the residential properties.

Given the size of Lot 30, if new structures were to maintain the same density that currently exists in Aspen Ridge, we estimate the lot could host the equivalent of seven more AR units. The previous plan for 11 units on Lot 30 seemed excessively dense, but manageable if well designed and if vehicular access to most units were from Mountain Village Boulevard. Also, the human traffic associated with 11 residential units would be acceptable if use were limited to individual owners or renters.

The most recent plan of 19 units not only consumes virtually every available square foot of the lot but expands the human density to that which is more in line with a hotel. It far exceeds that of Aspen Ridge or the Granita which has spacious surroundings. Including a Community Center and Spa further adds to the traffic and undoubtedly brings a transient and potentially commercial aspect to an area that has been heretofore limited to residential use.

As proposed, this development would certainly not be a transitional unit between Aspen Ridge and the Village. It would be the insertion of huge, humanly dense structure that is designed to increase activity through the spa and community space. The proposed structure is out of place with its surroundings, not only with Aspen Ridge and The Granita, but also with other buildings around Sunset Plaza.

Equally concerning is the proposal to have the only vehicular access for the new development from Aspen Ridge Drive. ARD has always been a quiet lane that residents use to walk from their homes to Mountain Village. Placing access, even for a 11 unit complex on the Drive will be detrimental to the families and in particular children who now feel safe walking from their homes to the crosswalk to reach the Village. The impact to all who depend on the Drive to walk to the Plaza and Village will be significant, and potentially dangerous if vehicles and deliveries for 19 units (or even 11 units) are all funneled through the entrance to Aspen Ridge Drive.

As I stated at the beginning, we have enjoyed watching Mountain Village develop these past 30 years. For the most part (Peaks excepted) new buildings have been well designed with careful consideration to the impact on the Village proper, and with the focus of making Mountain Village and Telluride the most attractive resort

area in the United States. The fact that we and so many others return to Mountain Village year after year is the enduring natural beauty as well as the attractive and functional architecture of the developed areas. This proposal seems contrary to all that has previously been done to adhere to high standards that have guided development to date. Placing a structure that utilizes every available foot and pushes the limits of height will serve no purpose other than satisfying the greed of the developers.

We firmly oppose the plan being reviewed by the Design Review Board and urge to DRB to do the right thing - reject this proposal.

Respectfully,
Tom and Adriana Riles
Owners at Aspen Ridge unit 25

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To the Mountain Village Design Review Board concerning Lot 30:

I have been an owner in the AspenRidge 1 Development in unit 27 since 1997 and have served on its HOA board since it was organized in March 1999.

I have been traveling to Telluride and Mountain Village since 1988 to ski and vacation every year. My hope is to move to this area in retirement and make Colorado my home.

The proposed Lot 30 development next to my personal unit (physically the closes, 8 feet) and to the Aspen Ridge Drive neighborhood has me concerned "Personally" about specific problems affecting myself and multiple owners in Aspen Ridge 1, Aspen Ridge 2, and even Tramontana.

The Developer is asking to increase the density to 16 condominiums and 3 employee condominiums (17 in the new structure) for 57 Total Personal Equivalents and 34 parking spaces. All these personal vehicles, other servicing vehicles and pedestrians **can only enter and exit via the Tunnel driveway on Aspen Ridge Drive**. This in contrast to every other dwelling on that street where either 1 or 2 cars exit onto the street or Tramontana which has 5 or 6 condominiums exiting 1-2 cars each from an underground garage. This demonstrates the difference in existing density and the **Huge traffic problem** with people/cars on a **small dead end private street**. At night the car lights would especially affect our Duplex building #1-2 directly across from where the Tunnel driveway exits. If you assist on this density level **it should enter and exit off Mountain Village Boulevard** with construction of sidewalks to allow connection to paths already built along to the other large developments on that street such as Madeline , Peaks, etc.

The next serious concern I wish to bring up is the proposed Club House with outside decks and Pool/Hot tub area located on the west side property line of Avventura's current plans. This is directly below my kitchen/dining room windows and even level with my Master bedroom, there has been no effective attempt to shelter our development from the noise or activity caused by a **party room/pool for 57 people plus guests eight feet from my window..**

In contrast eight of the Aspen Ridge Hot tubs are **indoors**, 1 outdoor tub used by AR unit 1 is 50+ feet from Tramontana's garage. Aspen Ridge 2 has hot tubs located on their balconies or private enclosed decks. We have had **very few or no** problems with noise for over 20+ years

I am sure an **indoor pool** and even some balcony hot tubs would be a better **more neighborly solution**.

Larissa my wife and I are not against growth in the Mountain Village community but we wish to comment at your May 6th DRB Zoom meeting and any follow up meetings concerning this subject.

Sincerely,

Bo and Larissa Iwanetz Unit 27B Aspen Ridge 1 Cell: 708-275-4911 biwanetz@sbcglobal.net

John A. Miller

From: Cynthia Warner <cindy@cindywarner.com>
Sent: Wednesday, April 28, 2021 4:11 PM
To: cd
Subject: Proposed Development of Lot 30 at Aspen Ridge

April 28, 2021

Dear Members of the Design Review Board,

Thank you for reviewing input for the Aspen Ridge Lot 30 proposal and considering the concerns of the community and nearby neighbors.

As family member/owner at Aspen Ridge for over 30 years, we are very concerned about the most recent plan to expand the previously planned density for the project at Lot 30 of Aspen Ridge to 19 units.

The previous plan for 11 units on Lot 30 seemed excessively dense, but manageable if well designed and if vehicular access to most units were from Mountain Village Boulevard.

The most recent plan of 19 units is beyond a reasonable density proposal. It would consume nearly every available buildable square foot of the lot. The sheer volume of building and hardscape proposed leaves very little open space or nature and would not be in line with the Aspen Ridge or Mountain Village objectives and setting. It would also increase the vehicular use and traffic beyond a reasonable usage.

The proposal to have the only vehicular access for the new development from Aspen Ridge Drive is also concerning as the existing roadway is often used by residents to walk from their homes to Mountain Village. Placing access, even for a 11-unit complex, on the Drive will be an increased safety hazard.

In conclusion, we firmly oppose the plan being reviewed by the Design Review Board and urge to DRB to reject the increased density aspect of this proposal.

All the best,

Cynthia Warner

Cynthia Warner, 718 Olinda Road, Makawao, HI 96768, cindy@cindywarner.com

(Family member of Bill & Joan Warner, owner at Aspen Ridge Unit 25C)

Cynthia Warner
cindy@cindywarner.com

John A. Miller

From: Jennie <jandjdaley@aol.com>
Sent: Thursday, April 29, 2021 4:07 PM
To: cd
Cc: rtimdurham@gmail.com
Subject: Lot 30 objection

We are long time owners at Aspen Ridge and strongly object to any increase in density (currently 9+2...16+3 requested) by the developer. Further, by reason of location, we request that height be limited to 48 feet, inclusive.

We believe that the enjoyment of our property will be severely curtailed if the current Lot 30 proposal is approved. **We request that no waivers or variances be granted.**

Sincerely,
Jennie and Jim Daley

John A. Miller

From: jerrystrickert <jerrystrickert@verizon.net>
Sent: Thursday, April 29, 2021 4:21 PM
To: Jennie; cd; jerrystrickert@verizon.net
Cc: rtimdurham@gmail.com
Subject: RE: Lot 30 objection

As long time owners at Aspen Ridge, we agree with everything stated in following message from Jim and Jennie Daley and would like to register your objections to any waivers or variances.

Jerry and Donald Strickert

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jennie <jandjdaley@aol.com>
Date: 4/29/21 5:06 PM (GMT-06:00)
To: cd@mtnvillage.org
Cc: rtimdurham@gmail.com
Subject: Lot 30 objection

We are long time owners at Aspen Ridge and strongly object to any increase in density (currently 9+2...16+3 requested) by the developer. Further, by reason of location, we request that height be limited to 48 feet, inclusive.

We believe that the enjoyment of our property will be severely curtailed if the current Lot 30 proposal is approved. **We request that no waivers or variances be granted.**

Sincerely,
Jennie and Jim Daley



SOLOMON LAW FIRM, P.C.

227 WEST PACIFIC AVENUE, SUITE A (REQUIRED FOR FEDEX)

PO BOX 1748 (REQUIRED FOR ALL U.S. MAIL)

JOSEPH A. SOLOMON, ESQ. TELLURIDE, COLORADO 81435

ATTORNEY AT LAW

E-MAIL: JSOLOMON@MONTROSE.NET

TEL (970) 728-8655

CELL (970) 729-2225

FAX (775) 703-9582

April 29, 2021

Town of Mountain Village Design Review Board
c/o Michelle Haynes, MPA
Planning and Development Services Director
Housing Director
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, Colorado 81435

Re: Lot 30 Development Application / May 6, 2021 DRB Hearing

Dear Members of the DRB:

I represent Sandra and Van Gilbert, owners of Granita Unit 303. The purpose of this letter is to comment on the above matter.

Density

Lot 30 is currently has assigned density of nine (9) Condominium Units and two (2) Employee Apartments. The applicant is seeking to increase development density and develop a project that will contain sixteen (16) Condominium Units and three (3) Employee Condominium Units.

Mountain Village Comprehensive Plan

The Mountain Village Comprehensive Plan, as amended by the Resolution dated February 15, 2018, targets Lot 30 and adjacent open space (collectively referred to as "Parcel M") for a high density hotel.

The current Lot 30 owner is not applying to construct a hotel on Parcel M. Rather, the owner is merely seeking to construct nearly double the Condominium Units designated for Lot 30.

There is no justification for this increased density. This increased density results in walling out adjacent properties.

Town of Mountain Village Town Council
April 29, 2021
Page 2

Visuals

Enclosed are the following visuals:

1. Overhead view as provided by the Lot 30 owner/applicant. The single monolithic mass is not consistent with adjacent Aspen Ridge development.
2. Overhead view showing development according to current entitlements. The development should break up massing with buildings consistent with adjacent Aspen Ridge development.

October 15, 2020 Town Council Worksession

The applicant presented a very similar proposal at the October 15, 2020 Town Council Worksession. The Town Council responded that the project was too massive. However, again, the current application is substantially similar to the prior proposal.

Conclusion

Thank you for your consideration of these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph A. Solomon", written over a horizontal line.

Joseph A. Solomon, Esq.

Encs.
Two Visuals

cc: Sandra & Van Gilbert
Ken Alexander

1. Overhead view as proposed by the applicant

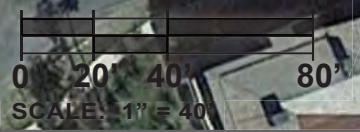


The single monolithic mass is not consistent with the adjacent Aspen Ridge development.

2. Overhead view
per current entitlements



Break up massing with buildings
consistent with adjacent Aspen
Ridge development



John A. Miller

From: Sandy Whitney <swhitney@taosnet.com>
Sent: Thursday, April 29, 2021 12:14 PM
To: cd
Subject: AR lot 30 Plan

Hi Mountain Village Planning Department,

We have recently caught wind about the proposed development of AR lot 30. We are partial owners of unit 25 AR, and bought in when they were first under construction, about 30 years ago. We have appreciated the skillful and articulate planning that has gone into the development of AR and Mountain Village over the last 30 years. Amazing! There is a sense of peace, calmness and order when visiting.

Reading about the proposed increase in zone density, and then about the building of a community center is quite disturbing. We have known that lot 30 would be developed, but anticipated development would be in line with the current state, which would be tolerable, and understandable. The increased zoning though, along with the development of a community center/pool/spa/lockers is out of line with what Aspen Ridge is all about. Looking at the architectural drawings, it looks more like a shopping center in the suburbs of Denver. The increase in people density, traffic, noise, parking would also make me think I was in a busy suburban setting.

Please, please, please consider how this proposed increased zoning density, and the Community Center will impact the current state of AR and Mountain Village. And please, reject this proposal based on basic principles. The beauty of the area will change forever if this goes through, all for the sake of MONEY in the pocket of a developer.

Sincerely,
Sandra & John Whitney

John A. Miller

From: Bill J Warner <billjwarner@gmail.com>
Sent: Thursday, April 29, 2021 11:02 AM
To: cd
Subject: Fwd: Proposed Development of Lot 30 Aspen Ridge

Subject: Proposed Development of Lot 30 Aspen Ridge

Mountain Village Planning Department:

A little history first. We bought into Unit 25 AR when the building was under construction in the 1980's. This was the first building constructed in Aspen Ridge and adjoins Lot 30. Another interesting fact is that we were the first occupants in Aspen Ridge.

We have enjoyed our 30 years at AR. But now we are quite dismayed to learn the owner of Lot 30 wants to increase the permitted 11 units to a proposed 19 units on .6 acre.

The density does not fit our AR community in any sense. Our AR is quite spacious. It is peaceful and quiet.

The proposal includes using AR Drive as access to the development. This is not good at all. At present AR occupants use this access as a quiet walking area to access the Village center and Sunset Plaza. This would become a hazardous excursion to the Village. The original 11 unit zoning would keep the safety aspect more in line with the current situation.

Mountain Village has developed mostly into a beautiful, well-planned resort area. The 19 proposed units will be a detraction from Mountain Village as it is now. And the negative part of this is the inclusion of a Community Center which includes a spa and pool. This is way too much for the AR community.

Please consider this proposal carefully. We urge you to reject this proposal of increasing the density to 19 units, and to reject the building of the Community Center.

Sincerely,

Bill & Joan Warner

John A. Miller

From: Peter Capobianco <petercapo@hotmail.com>
Sent: Friday, April 30, 2021 9:51 AM
To: cd
Subject: Lot 30 Application

Dear members of the Mountain Village Design Review Board

My wife and I have been residents of Aspen Ridge for 15 years . Having reviewed the current proposal for the Lot 30 development we are extremely disturbed by its potentially adverse consequences and would like you to consider our strong opposition to this submission .

In considering the dimensions , elevation, and location of Lot 30 as an abutter to Aspen Ridge we believe the density and high-rise nature of this proposal will have an extremely detrimental effect on the quality of life of the Aspen Ridge community. Aspen Ridge is a well laid out , low density development , not located within the central core of the Town. It should not be negatively impacted by a proposal better suited for that environment. The applicant's inaccurate description of this obtrusive Lot 30 project as a visual "gateway" is outrageous.

Additionally, we would like you to consider in your review that existing access is limited to a narrow singular road already frequented by the vehicular and pedestrian traffic of Aspen Ridge and Tramontana residents and its service providers. Having this access absorb the traffic impacts of the already approved density of 11 units will be challenging enough . To propose increasing this density by 73% is simply misguided. The traffic , noise , parking , required services and the like for a development of this scale will be overwhelming to the Aspen Ridge community . The imposition of an oversized development such as this will unjustifiably infringe on the quiet enjoyment rights of its residents.

Existing market conditions for housing demand in Mountain Village already assure the developer of a viable economic project under the current Lot 30 zoning approvals. The proposal being reviewed is simply an additional " density money grab " at the expense of the adverse consequences of its neighbors.

We respectfully request that the Board protect the interests of the longstanding residents of Aspen Ridge and deny this application in its present form .

Kind regards

Peter Capobianco
Aspen Ridge Unit 24

John A. Miller

From: Glynias, Joe <Joe.Glynias@huschblackwell.com>
Sent: Friday, April 30, 2021 12:41 PM
To: cd
Cc: whitneyglynias@hotmail.com; rtimdurham@gmail.com
Subject: Lot 30 Objection -- Aspen Ridge
Attachments: Presentation Development Lot 30 Mountain Village.pdf

Hello – we are owners on Aspen Ridge, and we wanted to reach out with our concern regarding the project proposed in the attached. In short, we are strongly opposed to this development.

My family and I have been coming out to Telluride since 2013, and always on Aspen Ridge. To say that we fell in love with Telluride and Aspen Ridge would be an injustice to what it has come to mean to us. The ease of access to MV, Meadows, the Gondola, and so many other activities are obvious, but the neighborhood feel is what made us want to be owners on the street. Last year, that became a reality and our six visits over twelve months became our pandemic refuge for my four young children. The comfort of knowing that they could simply walk into or back from the village while my wife and I relaxed at the house or listened to music in Heritage Plaza—without concern for traffic or their safety along the way—is something that makes Aspen Ridge uniquely a part of our life together. We relish having a house in a neighborhood, and we specifically did not want a unit amongst many others.

We understand that this plot has always been zoned for multi-dwelling use, and so some amount of increased population is to be expected, but the expanded application in this proposed development goes well beyond what we would like to see on our street. We are very concerned about the increased congestion on our small street, and the impact it will have on our neighborhood feel. Please consider this to be our formal objection to the proposed development, and we request that no waivers or variances be granted.

I do not believe I misunderstand the development being proposed, as I have studied carefully, but please feel free to contact me if you believe that is the case.

Thanks,
Joe and Whitney Glynias

Josef S. Glynias
Partner

HUSCH BLACKWELL LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105-3433
Direct: 314.345.6208
Fax: 314.480.1505
Joe.Glynias@huschblackwell.com
huschblackwell.com
[View Bio](#) | [View VCard](#)

Husch Blackwell Covid-19 Toolkit

Husch Blackwell has launched a COVID-19 response team providing insight to businesses as they address challenges related to the coronavirus outbreak. Content and programming to assist clients across multiple areas of operations can be found on our website via our [Coronavirus toolkit](#).

April 30, 2021

Town of Mountain Village Design Review Board
c/o Michelle Haynes, MPA
Planning and Development Services Director / Housing Director
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435

Re: Lot 30 Development Application

Dear Members of the DRB:

As parties directly impacted by the density increase proposed for Lot 30 and as two of the multitudes of people who are in awe of Mountain Village's spectacular setting, I respectfully submit these comments on the above matter.

Looking upwards from ground level to the red ties in the trees, the magnitude of the building mass is not readily apparent. From the balcony of our third-floor unit in the Granita Building the magnitude of the proposed building is apparent. The proposed structure(s) are not in keeping with the adjacent Aspen Ridge development.

Attached are two visuals illustrating how the higher density, 19-unit, condominium impacts its immediate surroundings.

Visual 1 is the mock-up of the condominium on the site using the developers photo taken with my permission from Granita 303's balcony. Taken during fire season the photo shows no views.

Visual 2 is a photo of the condominium site taken from Granita 303's balcony on a clear day, showing the view to the west and north. Using the bare trees and distinctive crooked tree limbs shown in Visual 1, I marked up the clear-day photo to mimic the building outline.

The **red outline** shows the condominium building rising above the distant horizon directly to the west and north, blocking every view.

The **green outline** marks the roof line of Aspen Ridge structures and shows how the proposed condominium building will loom over the long-standing Aspen Ridge development.

Is a developer entitled to drastically alter every visitors experience of the unique visual setting as one traverses Mountain Village Boulevard, diminish the sense of a pedestrian environment, and eliminate access to views and sunsets? The Lot 30 current density allows development of the site in keeping with the aesthetic values of the community and with respect for an appropriate building mass on Lot 30's limited size. With the Town Council's decision to authorize a review of the Comprehensive Plan for development decisions going forward, it seems prudent to place a moratorium on decisions until the review is completed.

Best regards,
Van and Sandra Gilbert





John A. Miller

From: Bohdan Iwanetz <biwanetz@sbcglobal.net>
Sent: Friday, April 30, 2021 1:14 PM
To: cd
Cc: Mike Rutledge; Dr, Tony Howard; Tim Durham; Phillip Gruszka; Bohdan A Iwanetz; Julie REZNICEK; Jack Ellis; Josie Howser; Rick Klopccic; Thomas West
Subject: Additional problem with Lot 30 proposal Discovered, water discharge hazard & possible damage!

Mountain Village Design Review Board

Addition to the prior objections by Bo & Larissa Iwanetz to the LOT 30 development.

This is the discovery concerning drainage of collected Water from the Car turn-around and driveway directly onto OS-1A-R3 (ski-out access for Aspen Ridge 1 HOA) east of unit 27 and through the West wall of the development via a 12 inch pipe

This is described on DRB Grading Plan sheet 2 of 3 prepared by Alpine Land Consulting, LLC in the Avventura Packet. (this is page 189 of the 238 page 1st meeting package) it is noted at North end of the Planter wall "12 inch flared end section or culvert outlet in wall"

This would discharge on a surface that would ice up in the winter, and erode the path as well as discharge possible against the foundation and crawlspace of the 4-plex specifically my unit 27.

I need a clear explanation why this is allowed and cannot be discharge to a different area that would be wider and not so dangerous and possible damaging to the communities ski out access and neighboring structures.

Bohdan A. Iwanetz owner of Aspe Ridge 1 unit #27.

Sunday, May 2, 2021

Via email: CD@mtnvillage.org

Mountain Village Planning and Development Services
455 Mountain Village Boulevard, Suite A
Mountain Village, Colorado 81435

Re: Lot 30 Development Comments

Dear Mountain Village Design Board:

As the owner of a property within 400 feet of the proposed development of lot 30, I am submitting my comments and concerns regarding the development. I am opposed to the change in density and the development as currently submitted.

My wife, Joanne, and I are the owners of condominium number 204 in the Granita Building. We do not rent out the condominium and occupy the unit periodically throughout the year. Our condominium is on the second level of the building with a southwest exposure – right toward lot 30

Our concerns are summarized with the following three points:

1. The zoning of lot 30 at the time of our purchase of the condominium was a salient factor in our purchase decision. We depended on the Village Comprehensive Plan, the Design review board, and the Town Council to help protect our interests (i.e., views, noise, density). Rezoning or “transferring” density flies in the face of the spirit of zoning and undermines our interests.
2. The density and the height of the development with no set back requirements will create a “canyon” effect similar to the area of Mountain Village Boulevard, north of the Madeline Hotel.
3. The proposed development of Lot 30 as submitted by Zehern and Associates will significantly decrease the property value of our condominium unit as well as the values of the other Granita condominiums.

We take no exception to the proposed Lot 30 limited commercial space or (2) employee units of density.

Zoning

We purchased our condominium 3 years ago. Working with our realtor, we confirmed at that time that Lot 30 was zoned for up to nine condominium units and two employee units. That seemed reasonable. Our expectation was that, if the lot had to be developed, that the

Page 2

Via email: CD@mtnvillage.org

Mountain Village Planning and Development Services

455 Mountain Village Boulevard, Suite A

Mountain Village, Colorado 81435

Re: Lot 30 Development Comments

May 2, 2021

condominium units would be similar in density and appearance to the adjacent Aspen Ridge units. The Aspen Ridge units have an acceptable height, density, and setback.

Our understanding of zoning is that it is to provide a comprehensive pattern of growth and development while protecting the values of the current property owners. Wikipedia states "*These (zoning) guidelines are set in order to guide urban growth and development.*" There is an implicit expectation of some permanency and reliability of the zoning process.

I am sure that Adventura, LLC was well aware of the zoning when they purchased the property. To change the parameters of the zoning to try and make their development financially sound is not the problem of the Mountain Village Development Board or the owners of the Granita Building.

In addition, the whole concept of "trading" density units contradicts the zoning principal. The "trade" allows higher density where the higher density was never planned (or, in this case, desired).

Our opinion is that the Village Development Board and Town council owes a responsibility to the Citizens of Mountain Village to respect the original intent of the current zoning.

Canyon Effect:

One can walk down the street or the sidewalk of Mountain Village Boulevard north of the Madeline Hotel at most times be walking in shadows. The area is lifeless with little activity. We have heard residents call it the "dead zone" as the adjacent buildings tower above, with little sunlight. There are virtually no building setbacks or activity in this area(except for the delivery trucks!). The sounds of the cars and trucks reverberate between the buildings with no dampening.

If the development of lot 30 proceeds as designed, the space between the Granita building and the Lot 30 development will likely have a similar feel (except our balconies and windows will open to the space). This configuration of high buildings with no or little setback is not desirable and decreases our property values and our quality of life.

Property Values:

This concern is certainly related to the first two concerns. If the development of lot 30 proceeds as Zehren and Associates have proposed, the values of the condominiums in Granita

Page 3

Via email: CD@mtnvillage.org

Mountain Village Planning and Development Services

455 Mountain Village Boulevard, Suite A

Mountain Village, Colorado 81435

Re: Lot 30 Development Comments

May 2, 2021

will certainly decrease. Several long-term owners sold their condominiums after the Lot 30 proposal was submitted.

If the Lot 30 development proceeds as submitted, then Zehren and Associates owes all of the Granita owners with west, and southwest exposures compensation for the decrease in their property values.

But, then again, isn't that what zoning is supposed to prevent?

A handwritten signature in black ink that reads "Sam Patton". The signature is written in a cursive, flowing style with a large initial "S" and "P".

Sam Patton, P.E.

The Granita Building

560 Mountain Village Boulevard, #204

Mountain Village, Colorado 81435

SPatton@ EnviroDesign.biz

512-633-5396

John A. Miller

From: Herman KLEMICK <hklemick@hotmail.com>
Sent: Sunday, May 2, 2021 6:59 AM
To: cd
Cc: John A. Miller; timl@zehren.com; lcalaiamd@gmail.com
Subject: Lot 30 Development

We are the owners of Aspen Ridge #23. We oppose the proposed increase in density and the development of lot 30. The increase in density will negatively impact the owners of Aspen Ridge and traffic on Mountain Village Blvd. Was there an independent traffic study on the impact of the development on Aspen Ridge and MV Blvd? If so please send it to us. The long construction will also negatively impact the owners of Aspen Ridge. Where is the proposed staging area for the construction? Where are the workers and construction vehicle supposed to park? Who will make the repairs to the Aspen Ridge road during and after construction? Please provide us with a rendering of the proposed project. I see absolutely no benefit to Aspen Ridge owners or the traffic on MVBlvd. Once again we strongly oppose the increase in density and the development. Herman and Diane Klemick

Sent from my iPad

John A. Miller

From: Michelle Haynes
Sent: Monday, May 3, 2021 9:38 AM
To: John A. Miller
Subject: FW: Lot 30 development objections - public comment

From: yvette rauff <yvette.rauff@gmail.com>
Sent: Monday, May 3, 2021 9:39 AM
To: Michelle Haynes <MHaynes@mtnvillage.org>
Subject: Lot 30 development objections

Hello Michelle,

I'm not sure if you are the correct person for me to send my objections to regarding the proposed Lot 30 development.....if not, please let me know where I should send this.

I reviewed the proposed development plans and have several objections to the magnitude of the mass of the building and what effect that will have on the quality of the "neighborhood" for current owners in the Granita Building and Aspen Ridge, as well as all of us who call Mountain Village home. Regarding the request for an increase to the density: I see no reason for approving such an increase. The addition of one additional employee housing unit does not justify the increase in my opinion.

In fact, when the developer brought his proposed plans to the owners of Granita units last fall, I, and others, strenuously objected to them then.

I believe that the review of the Comprehensive Plan for development that is in motion will reveal that the majority of the residents of Mountain Village are concerned with overdevelopment and the very real risk to subsequently diminishing of the qualities that make this place so special for residents and guests alike.

Sincerely,
Yvette Rauff
133 Lost Creek Lane #3
Mountain Village

John A. Miller

From: Howard Dixon <hrdixon@yahoo.com>
Sent: Tuesday, May 4, 2021 11:49 AM
To: cd
Subject: Lot 30 development project

Hello,

This is Howard and Donna Dixon. We are owners in Unit 1D of Aspen Ridge Townhouses. We are original owners in this portion of Aspen Ridge Townhouses, purchasing our unit in 1992, when the construction was complete. Our two unit (#1 & 2) attached buildings were in the second phase of the AR project, after the first phase of the project of four units to the north, closer to the ski hill by chair one.

My understanding is that there are four main aspects that are a concern to us in Unit 1 and adjacent Unit 2.

We agree with Tony Howard and our other owners that these are important issues.

1. The driveway into and out of Lot 30 should be redirected as to change the direction of the cars coming out of the complex so we don't have them heading directly toward our unit. This would be of most concern at night to reduce headlight exposure into our unit. We would sincerely request this change of exit direction.
2. Should place the dumpster shack in a position that it is not an eyesore to the neighborhood. Hopefully it can be landscaped to block its view from the street, and our units.
3. We would appreciate that the access to Run #1, along the property line to the west of Lot #30 lotline be kept open for the skiers that use that route to access Run #1. It might also be a route that your owners in Lot #30 might find a benefit to also access the route to Run #1.
4. Most importantly, we firmly object to the increase in density from the original 11 units to 19 units on this 0.6 acre parcel, that was originally approved.

Best regards,
Howard and Donna Dixon
AR Unit 1D

John A. Miller

From: Ken <ken@architectstelluride.com>
Sent: Tuesday, May 4, 2021 3:01 PM
To: Michelle Haynes
Cc: John A. Miller
Subject: Fwd: LOT 30

Michelle and John, please review the attached letter and I would like to speak at the meeting.

Thanks,
Ken Alexander
Founder Architects Collaborative
"Amazing Spaces. Magnificent Places."
ken@architectstelluride.com
970.708.1076
P.O. Box 3954 Telluride 81435

ARCHITECTE
COLL

Begin forwarded message:

From: Ken Alexander <ken@architectstelluride.com>
Subject: LOT 30
Date: May 4, 2021 at 11:17:20 AM MDT
To: Solomon & Solomon <solomon@montrose.net>
Cc: Sandra <svgnm@comcast.net>, <VGilbet@vharchitect.com>

Town of Mountain Village Design Review Board
c/o Michelle Haynes, MPA
Planning and Development Services Director
Housing Director
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, Colorado 81435

Re: Lot 30 Development Application

Dear Members of the DRB,

I have been asked by the owners of Granita to write this letter on their behalf.

As I'm sure you are aware the current CDC is under review by a private consultant. Certainly an important project such as this will be affected by the revisions. My interpretation as an Architect who has worked on numerous multifamily and hotel projects such as; the Inn at Lost Creek, See Forever and the Lorian Condominiums is that Hotel projects are problematic.

The occupancy numbers for a hotel in Telluride are difficult with the off season fluctuations. Finding a brand name operator is a problem for this reason. I have always said a hotel needs to have a developer/owner with deep pockets who will build it and then hire the hotel to manage it. A risky business and one that has caused numerous changes in ownership at the Peaks and Madeline for example. The latest Four Seasons hotel has 2 developers collaborating probably for much the same reason.

Most likely this project is not proposing a hotel because of that. So then what do we allow instead? Only the current density? The desire for more "Hot beds" is still good planning. But how do we achieve this and aid developers in designing a project that is successful? If I am not mistaken, that is the reason to allow a density increase.

Economics dictate a smaller more affordable unit is more likely to rent. Currently density is appropriated in a manner to allow more smaller units. Simply allowing a developer a density increase without addressing the short term rental "hot bed" issue is a mistake. What is the public benefit?

To address the massing of the building we have the "average maximum height". This is meant to reduce the scale to adjacent properties, street frontage and to maintain view corridors. I would ask the applicant to respect the neighbors input and ask the DRB to insure this is done properly. While not required, story poles have been used in the past to insure view corridors are preserved.

In conclusion I would ask the DRB and the Planning Board to review closely the increase in density to insure a public benefit. Hotels have operated on a sale of a number of units with some held in ownership to insure rental. Then offered HOA dues reductions for privately owned units who rent for example.

More importantly I would ask the DRB to assure that the maximum average height maintain my clients view corridors.

Thank you,

Ken Alexander
Founder Architects Collaborative
"Amazing Spaces. Magnificent Places."
ken@architectstelluride.com
970.708.1076
P.O. Box 3954 Telluride 81435

ARCHITECTS
COLLABORATIVE

May 1, 2021

To the PRB and City Council of Mountain Village:

This is a response to the request of Avventura, LLC detailed in the notice dated April 3, 2021 for plan approval for the new construction development of Lot 30, Mountain Village. These comments are made from review of the notice to surrounding property owners and available drawings and plans from September 24, 2020.

While we respect the rights of property owners to develop and build structures on their property, we as owners of the Aspen Ridge Condominium Buildings #1 and #2 have the following objections to the planned development:

1—The density requirements of Mountain Village exist in part to help protect existing property owners and users from the burden of overreaching reasonable limits of new adjacent developments. Because this planned development requires a special approval of an increase in housing unit density which will support up to 57 persons on a 0.6 acre lot, and more than 25 vehicles which would enter and exit on the small side road adjacent to it (Aspen Ridge Drive), we respectfully object to the request of the city administration to approve the increase in density. This density increase will impact noise, traffic, and pedestrian safety in this area in the area surrounding lot 30.

2—The plans noted above indicate that the only entrance and exit drive into this large structure will apparently be located at the current easement for a driveway entrance well west of Mountain Village Blvd onto Aspen Ridge Drive. This driveway, as noted on the plans, opens/empties in close proximity to the NE end of our building which contains Aspen Ridge units 1 and 2. We feel that this is an unwelcome and unnecessary inconvenience to us as existing property owners and will have a significant impact on the enjoyment and value of our property. Automobiles entering and leaving this sole vehicle access to the development will increase:

a- noise-- with automobiles starting and stopping directly across from our building to enter the gate and turn into and out of the building.

b-light—headlights at night will potentially shine directly onto our bedroom windows as they exit the building.

c-exhaust and vehicle odors which will enter open bedroom windows of each of our units on two floors facing the proposed driveway during the summer months.

d—these also have a likelihood of impacting the privacy and enjoyment of the outdoor hot tub east of Aspen Ridge #1.

3—The proposed 225 sq ft trash receptacle area, which is the only common trash receptacle indicated for the proposed development in the notice, is stated to be planned adjacent to the driveway. The noise and odors resulting from expected use of this receptacle have a potential impact on the enjoyable use of our property.

Regarding #'s 2 and 3 above, we would propose that an entry to the proposed development from Mountain Village Blvd. would be much more practical and have less impact on our condominium complex.

As current property owners, we very much appreciate your consideration of our objection to the increase in density and the development plan proposal as written. Thank you very much for taking the time to review our requests.

Sincerely,

Charles and Lisa Howard

Linda Maclachlan

Claire Polstein/Paul Rudnick

Jack Ellis

Howard and Donna Dixon

John A. Miller

From: John Tarbox <jtarbox@aol.com>
Sent: Thursday, May 6, 2021 8:51 AM
To: cd; John A. Miller
Cc: Thomas West
Subject: Objections to Proposed Development of Lot 30, Town of Mountain Village

I wish to speak at the Design Review Board hearing this morning at 10:00 am
My comments will address the following objections.

Thank you,
John Tarbox

Objections to Proposed Development
of
Lot 30, Town of Mountain Village

From John Tarbox, attorney for Thomas West, owner of several units in Aspen Ridge

We strenuously object to the proposed development and ask that the Design Review Board (DRB) deny the proposed development and in particular deny the requested density transfer, the requested rezoning and all requested variances.

The proposed development is far too dense, uses too much impervious cover, is too tall, is not compatible with the adjoining properties, and fails to use proper setbacks, graduated heights and other appropriate design features.

The applicant developed the Tramontana project so it is clear he knows how to build a nice project. Lot 30 should be developed similarly to its neighbors Aspen Ridge or Tramontana. Both properties meet the basic principles of urban planning mentioned above.

The existing density of 9 condominiums + 2 employee condominiums is the most that should be allowed on Lot 30. Even that figure is quite dense, but since it is currently approved, we are not objecting to it. That density permits adherence to the basic design principles.

Use of a zero lot line, with no building setbacks, is not appropriate for Lot 30. This property is not in the Village Center, and this feature is wildly inappropriate for the neighbors and the surrounding open space. The harsh impact of no building setbacks is made worse by the lack of graduated height maximums, and a 53 foot height, imposing what amounts to a giant wall right on top of the neighbors and the open space. None of this is compatible with the neighboring vegetative environment, wildlife, recreation or views of the open space, or the use, enjoyment and property values of the neighbors at Aspen Ridge and at other neighboring properties.

Instead, Lot 30 should be developed with appropriate setbacks, graduated height maximums, and overall height above grade no greater than the neighboring properties at Aspen Ridge and Tramontana.

The primary characteristics of Telluride and Mountain Village are the incredible beauty and views. This project destroys both and is inconsistent with the very nature of Mountain Village and the Mountain Village Comprehensive Plan. This project fails to meet several of the 8 key land-use values of the Comprehensive Plan:

- 1) it fails to preserve open space lands, “expansive views” and the “unparalleled visual experience”,
- 2) it imposes upon the “Recreational Backbone” of Mountain Village, lessening the recreational experience,
- 3) it fails in “Alpine Character Preservation“, opting instead for a dense urban feel, which is not appropriate in this location,
- 7) the “Gateways” value refers to “protecting public viewsheds“ and the natural corridor surrounding Mountain Village Boulevard. This project fails in this regard and destroys many existing view corridors, which should be preserved to the greatest extent possible,
- 8) The value for “Appropriateness and Fit of Land Uses” states that “uses should fit into the surrounding neighborhood to ensure appropriate scale and context to their surrounding natural and built environments”. This project badly fails to meet this value.

The proposal refers to its adjacency to the Village Center to justify its dense urban design. The fact is that the project is NOT in the Village Center and this design is not appropriate or compatible with the surrounding land uses.

Beyond the general design, several particular details are objectionable:

- a) The northwest corner of the project is way too far forward and destroys a significant portion of the views of Aspen Ridge Building 27.
- b) Locating the pool and amenities in the northwest corner puts significant noise and light pollution right on top of Aspen Ridge Building 27.
- c) The stormwater for the entire project dumps onto Aspen Ridge creating significant drainage, flooding, erosion and other problems. This must be addressed.
- d) No stormwater detention is provided. Both detention for flood and erosion control, and water quality, must be provided.
- e) The structural planter wall along the west property line amounts to an unsightly wall, right on top of existing residences and must be redesigned.
- f) The project has only 525 ft.² of formal landscaping, which is only 2% of the 0.6 acre project. It appears that the remaining 98% of the project is impervious cover, which is wildly inappropriate.
- g) The trash enclosure should be required to be far away from the Aspen Ridge property line.

Approving these proposals would not only be inappropriate, but would significantly harm property values, especially for Aspen Ridge Building 27, and would be a governmental action that amounts to a taking without compensation. We ask you to reject the proposed development and in particular deny the requested density transfer, rezoning and all variances and send the applicant back to the drawing board to design a more appropriate project.

Thank you for your time and consideration.

LAW OFFICES OF

JOHN E. TARBOX

ATTORNEYS AND COUNSELORS AT LAW

248 ADDIE ROY ROAD, SUITE A-201

AUSTIN, TEXAS 78746

512 / 913 - 9888 (TEL)

512 / 532 - 6305 (FAX)

John A. Miller

From: Thomas West <trinity.exp1@yahoo.com>
Sent: Thursday, May 6, 2021 9:08 AM
To: John A. Miller
Subject: Re: Zoom Call for Lot 30 Development

Here are the written comments that I will be discussing today before the board:

Good morning,

I appreciate the opportunity and the time to address the Design Review Board regarding the proposed Lot 30 development.

With the past month, my family invested in Aspen Ridge Unit 27, immediately adjacent to the proposed development. I just within the last week became aware of the proposed density increase. I know little about many of the issues regarding zoning within the township of Mountain Village though I am beginning to learn about many of terms including transfer of density and density banks and BuildingFootprint Lot.

I am here today to oppose the increased density as it will diminish the property value of my investment and I believe the investment of the other property owners in Aspen Ridge. The now beautiful Aspen Ridge drive will be overshadowed by a high wall of masonry and stone extending as much as 4 stories high near all property lines.

The concept of a TF lot or Building Footprint Lot with the approval of building of structures to the lot line may have application and look appropriate in certain situations, I do not believe, this is a situation where it is appropriate or beneficial to the neighboring properties or the township of Mountain Village. Though I understand that Lot 30 may be designated as part of the core, it is not in the core in practicality, and building to the lot lines with no green space allocated does not enhance the area nor adjacent properties. This is a 180 degree turn from the way the tasteful and beautiful Tramontana property was developed.

The shock I have felt from seeing the scope of the building density proposed, the lack of green space, the building heights proposed, the lack of building setbacks, and absence of green space cannot be overstated. With that being said, I have these questions:

1. What is the Connectivity with adjoining property owners designed into the project to enhance adjacent properties and blend into the existing development?

2. What alternative ingress and egress from the proposed development project have been considered? Possibly ingress and egress onto Mountain Village Boulevard?
3. The approval process of the new development should take into consideration a stepping down to similar heights as adjoining structures at Aspen Ridge? Or will it tower over existing buildings at Aspen Ridge casting its shadows and being a permanent eyesore for Aspen Ridge owners?
4. Landscaping plans between Aspen Ridge and the proposed development to soften and add beauty for the Aspen Ridge property owners seems grossly inadequate?
5. Has consideration been designed into the project for joint access to the ski slopes For Aspen Ridge property owners ? Does it consider and protect current access to the slopes for Aspen Ridge property owners?
6. Why does the pool need to be located at the corner of the property exposing the adjacent property owners to noise and light from the pool and activity at the pool? It is currently located in extremely close proximate to the balcony on Unit 27. Why not move the pool above the entrance to the project as was done at the Madeline away from adjacent property owners? Have the planners of the project done analysis of the sunlight on the pool per day on the current pool location? A quick check seemed to indicate that location would get as little as 30 minutes of sun a day which seems like a poor location for a swimming pool.
7. Will the entire portion of water and snow falling on the site be captured and dropped into dry wells and thus not be impacting adjacent property owners? I am not sure but I believe there is currently a storm drain that is pointed in the direction of Aspen Ridge development. I have not had time to confirm that but would be strongly opposed to that should it be the case.

This completes the questions and concerns I have at this time. I reiterate that I strongly believe that while the may this may make for a more profitable development and bring more beds to the core area, it does not enhance the existing street of Aspen Ridge Drive and will not be an improvement to the area property owners as proposed and will actually diminish our property values.

I strongly oppose the project as designed and ask that you send it back to come up with a plan that integrates and enhances the existing properties.

Thomas West

Sent from my iPad

On May 6, 2021, at 9:42 AM, John A. Miller <JohnMiller@mtnvillage.org> wrote:

Thank you Thomas for the heads up. When we get to the Lot 30 item, staff will present, then the applicant - and after that, the Chairman will open the floor for public comment.

Best,

J

John A Miller III
Senior Planner
Planning & Development Services
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435
O :: 970.369.8203
C :: 970.417.1789

For information about The Town of Mountain Village's response to COVID-19 (Coronavirus), please visit townofmountainvillage.com/coronavirus/

-----Original Message-----

From: Thomas West <trinity.exp1@yahoo.com>
Sent: Thursday, May 6, 2021 8:22 AM
To: cd <cd@mtnvillage.org>
Subject: Zoom Call for Lot 30 Development

Good morning, I would like to speak at the hearing at 10:00.
I am an owner in the adjacent property, Aspen Ridge condominiums.

Thomas West

Sent from my iPad

John A. Miller

From: Carie Corry <carie.corry@gmail.com>
Sent: Friday, May 7, 2021 6:39 AM
To: cd
Subject: Proposed development Lot 30

Please note that we vehemently oppose the proposed development of Lot 30. We have been telluride property owners for over 25 years and this plan is not acceptable, nor in line with the beauty of the Mountain Village. The footprint is too large and the density is much too high. Please oppose this project in the interest of all of us that are invested in Telluride as a beautiful mountain retreat. Thank you for your support in this matter.

Carie Warner Corry
Aspen Ridge

--

Carie Corry
678-262-8834

John A. Miller

From: Jack Ellis <jackellis803@comcast.net>
Sent: Thursday, May 6, 2021 2:13 PM
To: John A. Miller
Cc: Bo Iwanetz; Tim Durham; Tony Howard
Subject: Lot 30

Hello Mr. Miller,

I understand that I am too late to have the following comment entered as a part of the May 6 review. I have been out of town and for practical purposes unable to correspond with you until now. I hope my thoughts will be considered in any future decisions regarding the development of lot 30. I ask that you enter this message into the comments for this application. Any thing you can add to correct any of my assumptions will likewise be welcomed.

I am an owner of Unit #2 in Aspen Ridge I. I purchased this unit in 1992 with the verbal understanding from the developer, Mr. Huschke, that there was a 8 foot easement on the east side of the Aspen Ridge property adjoining Lot 30 that was to serve all the owners of Aspen Ridge I as a ski in-ski out access to the Meadows ski run. We have enjoyed this privilege for the past 30 years. Only recently have I discovered that apparently the 'TF' zoning designation for lot 30 meant 'total footprint,' meaning that building is permitted up to the lot line. (Additionally, it does not seem that construction to the lot line is appropriate adjacent to multi-family projects such as Aspen Ridge.) My concern is that due to slopes, contours and other natural, or newly man-made due to construction, effects this zoning designation may diminish or prevent the practical use of this 8 foot easement.

If you are a skier, you may appreciate that 8 feet, walled on both sides, is not a generously wide path in which to navigate. The path, or actual track, that has been historically used for those past 30 years is not a straight line and has some meanderings, or 'slaloms,' which in retrospect I infer are used to check one's speed or to avoid a natural obstacle. Without the ability to be on site and actually measure that 'natural path,' which has been rather constant over the years, I am quite confident that it exceeds 8 feet in width for a portion of its length, and I am sure that it encroaches slightly onto that 8 foot easement. I believe that the current zoning, will allow construction that will create a clear safety risk. To do so would seem to me to be irresponsible.

My concern is that construction may cause this easement to no longer be viable for the professed use as a "ski run." The "TF" designation may force the existing traditional path to be reoriented such that it encounters existing impediments, or that construction may cause new impediments, such as the drainage outflow correctly objected to by Mr. Iwanetz, will create dangerous icy sections of the path, or that slopes and contours may become too steep or narrow to allow safe transit even within the 8 foot width. Other construction effects, not yet envisioned may very well become "unintended consequences."

I request that the design be analyzed to determine if construction needs to extend to the lot line at this point of interface with Unit 27 of Aspen Ridge and a minimal setback be required. Alternatively and/or in addition, requirements be added to the building permit to assure that there be no impediments to the safe passage of skiers in the use of this easement.

Thank you for your consideration.

John R. (Jack) Ellis

Town of Mountain Village Design Review Board
c/o Michelle Haynes, MPA
Planning and Development Services Director
Housing Director Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, Colorado 81435

Re: Lot 30 Development Application

Dear Members of the Design Review Board:

I am commenting concerning the referenced application. My family owns multiple interests in Aspen Ridge Phase I.

We strongly oppose the increase in density for multiple reasons including the following:

- The application for increased density will result in a design that simply is too large for the 0.60-acre lot. The mass and zero lot line design will overwhelm the views, the beauty, and the overall aesthetics of Aspen Ridge and other adjacent properties. The application is proposing to increase density to a prorata density of 31.66 units per acre.
- The classic “footprint” lot seems to have been designed for the core and was thus surrounded by walking space that facilitates connectivity around the “footprint” lots that work together to create the core. We do not see any connectivity created by this building with such a large “closed-in” design. It seems rather that this zoning is better applied to lots surrounded by plaza space.
- Virtually 100% impervious cover is not without negative impact on the surrounding properties. Watershed and drainage issues, shadow casting, lack of room for greenspace and landscaping, lack of room for sidewalks are all extremely negative impacts for adjacent properties.
- Lack of connectivity with surrounding properties.

We have questions including the following that we would like answers to:

- Is this increased density and “footprint lot” designation make sense in this development application?
- Will a privacy wall be allowed to be put constructed on the property line to provide privacy and noise protection from loud gatherings of people in the club room and adjacent spaces? These spaces will be in very close proximity (14 feet) to the master bedroom and the balcony of Aspen Ridge #27.

We do not see that there is any merit to the increased density and designation as a footprint lot in Mountain Village. We believe that protection from this overbearing use of density transfers is in the best interests of all of Mountain Village property owners and visitors.

Currently, Aspen Ridge Drive including the Tramontana development is a beautiful and special location aesthetically, please do not change that by increasing the density of Lot 30 dramatically as requested.

In conclusion, thank you for your consideration of these comments.

Thomas and Ann West



SOLOMON LAW FIRM, P.C.

227 WEST PACIFIC AVENUE, SUITE A (REQUIRED FOR FEDEX)

PO BOX 1748 (REQUIRED FOR ALL U.S. MAIL)

JOSEPH A. SOLOMON, ESQ. TELLURIDE, COLORADO 81435

ATTORNEY AT LAW

E-MAIL: JSOLOMON@MONTROSE.NET

TEL (970) 728-8655

CELL (970) 729-2225

FAX (775) 703-9582

June 1, 2021

Town of Mountain Village Design Review Board
c/o Michelle Haynes, MPA
Planning and Development Services Director
Housing Director
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, Colorado 81435

Re: Lot 30 Development Application

Dear Members of the DRB:

I represent Sandra and Van Gilbert, owners of Granita Unit 303. The purpose of this letter is to comment on the above matter.

October 15, 2020 Town Council Worksession

At the May 6, 2021 DRB hearing, the results of the Town Council Worksession were misrepresented to the DRB. Town staff stated that, at this Worksession, "Council kind of gave it the green light." That was not an accurate statement. In addition, a DRB member stated it was that member's understanding that Council endorsed the proposal. Again, that was not accurate. Rather, as explained in the letter submitted on behalf of the Gilberts on April 28, 2021:

October 15, 2020 Town Council Worksession

The applicant presented a very similar proposal at the October 15, 2020 Town Council Worksession. The Town Council responded that the project was too massive. However, again, the current application is substantially similar to the prior proposal.

Importantly, see the enclosed Transcript of 10/15/20 Town Council Worksession, Town Councilmembers Concluding Remarks. This discussion began at 03:32:20 of the Zoom recording.

It appears the Town should consider addressing its general Worksession procedures, being, ensuring the minutes reflect Council direction.

Density

Again, Lot 30 is currently has assigned density of nine (9) Condominium Units and two (2) Employee Apartments. The applicant is seeking to increase development density and develop a project that will contain sixteen (16) Condominium Units and three (3) Employee Condominium Units.

Mountain Village Comprehensive Plan

The Mountain Village Comprehensive Plan, as amended by the Resolution dated February 15, 2018, targets Lot 30 and adjacent open space (collectively referred to as “Parcel M”) for a high density hotel.

The current Lot 30 owner is not applying to construct a hotel on Parcel M. Rather, the owner is merely seeking to construct nearly double the Condominium Units designated for Lot 30.

There is no justification for this increased density. This increased density results in walling out adjacent properties.

Visuals

Enclosed are the following visuals, similar to those presented to Town Council in October 2020 and the same as provided to DRB prior to the May 6, 2021 DRB hearing:

1. Overhead view as provided by the Lot 30 owner/applicant. The single monolithic mass is not consistent with adjacent Aspen Ridge development.
2. Overhead view showing development according to current entitlements. The development should break up massing with buildings consistent with adjacent Aspen Ridge development.

Town of Mountain Village Town Council
June 1, 2021
Page 3

Conclusion

Thank you for your consideration of these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph A. Solomon, Esq.", written over a horizontal line.

Joseph A. Solomon, Esq.

Encs.

Transcript of 10/15/20 Town Council Worksession / Council Concluding Remarks
Two Visuals

cc: Sandra & Van Gilbert
Ken Alexander

Transcript of Town Council Worksession

Continued Discussion Regarding a Development Proposal for Lot 30, to Develop
17 Condominium Density Units and 3 Employee Condominium Units

October 15, 2020

Town Councilmembers Concluding Remarks

Laila Benitez: I'm going to go ahead and close public comment and bring things back up to counsel. Is there any other feedback or any questions that you have to share with either Stephanie [Fanos] or the applicant.

Marty Prohaska: To make this productive what I seem to be hearing is that there are lingering concerns about the potential mass and scale of it specifically I would think from the perspective of Mountain Village Boulevard, and I agree if there were some changes to the design that would allow for a little bit more division of these large buildings, a little bit more space, that might be better received by neighbors.

Laila Benitez: Other feedback. I think I would echo Marty's comments. I am not in the design game, and I'm not going to try and propose anything specific, but I will say that a large mass if broken could have a completely different impact on how it's received in the neighborhood.

Patrick you are nodding your head.

Patrick Berry: I generally agree with what Marty just commented and your comments as well. There's some hesitation that I'm seeing on the sale the size and the public benefit, you know I appreciate the additions but does it fit the scope, I've got more research to do on that as well.

Laila Benitez: Let's just say I don't have an issue with height so much as just what Marty stated, the large expanse in one building.

If there's no other comments, I'm going to conclude this worksession.

1. Overhead view as proposed by the applicant

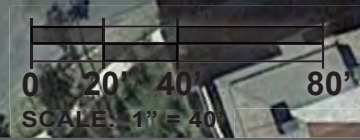


The single monolithic mass is not consistent with the adjacent Aspen Ridge development.

2. Overhead view
per current entitlements



Break up massing with buildings
consistent with adjacent Aspen
Ridge development



John A. Miller

From: JOHN TARBOX <jtarbox@aol.com>
Sent: Thursday, July 1, 2021 10:51 AM
To: John A. Miller; cd; Michelle Haynes
Cc: Thomas West
Subject: Re: Objections to Proposed Development of Lot 30, Town of Mountain Village

John and Michelle,

I understand the Design Review Board will be holding a hearing today regarding Lot 30 and I wish to offer the following comments and objections.

Thank you,

John Tarbox

Objections to Proposed Development

of

Lot 30, Town of Mountain Village

From John Tarbox, attorney for Thomas West, owner of several units in Aspen Ridge and two units in The Madeline.

As owner of units in the core and out of the core, we understand the stark difference between the two areas. Surely the developer of Lot 30 understands this stark difference as well, and the only reason we can think of to put a core design outside the core is simply to maximize revenue. That is not a sufficient reason to violate the aesthetics of Mountain Village. It is the duty of the DRB and the Town Council to preserve those aesthetics, and we ask you to do so by denying this application in its current form.

We strenuously object to the proposed development and ask that the Design Review Board (DRB) deny the proposed development and in particular deny the requested density transfer, the requested rezoning and all requested variances.

The proposed development is far too dense, uses too much impervious cover, is too tall, is not compatible with the adjoining properties, and fails to use proper setbacks, graduated heights and other appropriate design features.

The applicant developed the Tramontana project so it is clear he knows how to build a nice project. Lot 30 should be developed similarly to its neighbors Aspen Ridge or Tramontana. Both properties meet the basic principles of urban planning mentioned above.

The existing density of 9 condominiums + 2 employee condominiums is the most that should be allowed on Lot 30. At 18.33 units per acre, even that figure is quite dense, and significantly higher than Aspen Ridge next door, but since it is currently approved, we are not objecting to it. That density permits adherence to basic design principles. By comparison, the proposal is 31.66 units per acre which is far too dense and makes adherence to basic design principles impossible.

Use of a zero lot line, with no building setbacks, is not appropriate for Lot 30. This property is not in the Village Center, and this feature is wildly inappropriate for the neighbors and the surrounding open space. The harsh impact of no building setbacks is made worse by the lack of graduated height maximums, and a 53 foot height, imposing what amounts to a giant wall right on top of the neighbors and the open space. None of this is compatible with the neighboring vegetative environment, wildlife, recreation or views of the open space, or the use, enjoyment and property values of the neighbors at Aspen Ridge and at other neighboring properties.

Instead, Lot 30 should be developed with appropriate setbacks, graduated height maximums, and overall height above grade no greater than the neighboring properties at Aspen Ridge and Tramontana.

The primary characteristics of Telluride and Mountain Village are the incredible beauty and views. This project destroys both and is inconsistent with the very nature of Mountain Village and the Mountain Village Comprehensive Plan. This project fails to meet several of the 8 key land-use values of the Comprehensive Plan:

1) it fails to preserve open space lands, “expansive views” and the “unparalleled visual experience”,

2) it imposes upon the “Recreational Backbone” of Mountain Village, lessening the recreational experience,

3) it fails in “Alpine Character Preservation“, opting instead for a dense urban feel, which is not appropriate in this location,

7) the “Gateways” value refers to “protecting public viewsheds“ and the natural corridor surrounding Mountain Village Boulevard. This project fails in this regard and destroys many existing view corridors, which should be preserved to the greatest extent possible,

8) The value for “Appropriateness and Fit of Land Uses” states that “uses should fit into the surrounding neighborhood to ensure appropriate scale and context to their surrounding natural and built environments”. This project badly fails to meet this value.

The proposal refers to its adjacency to the Village Center to justify its dense urban design. The fact is that the project is NOT in the Village Center and this design is not appropriate or compatible with the surrounding land uses.

Beyond the general design, several particular details are objectionable:

- a. The northwest corner of the project is way too far forward and destroys a significant portion of the views of Aspen Ridge Building 27.
- b. The stormwater for the entire project dumps onto Aspen Ridge creating significant drainage, flooding, erosion and other problems. This must be addressed.
- d. No stormwater detention is provided. Both detention for flood and erosion control, and water quality, must be provided.
- e. The structural planter wall along the west property line amounts to an unsightly wall, right on top of existing residences and must be redesigned.
- f. The project has only 525 ft.² of formal landscaping, which is only 2% of the 0.6 acre project. It appears that the remaining 98% of the project is impervious cover, which is wildly inappropriate.

- g. The trash enclosure should be required to be far away from the Aspen Ridge property line.

Approving these proposals would not only be inappropriate, but would significantly harm property values, especially for Aspen Ridge Building 27, and would be a governmental action that amounts to a taking without compensation. We ask you to reject the proposed development and in particular deny the requested density transfer, rezoning and all variances and send the applicant back to the drawing board to design a less-dense, more appropriate project.

Thank you for your time and consideration.

John

LAW OFFICES OF
JOHN E. TARBOX
ATTORNEYS AND COUNSELORS AT LAW
248 ADDIE ROY ROAD, SUITE A-201
AUSTIN, TEXAS 78746

[512 / 913 - 9888](tel:5129139888) (TEL)
[512 / 532 - 6305](tel:5125326305) (FAX)

Sent from my phone, please excuse any typos or brevity.

On May 6, 2021, at 10:14 AM, John Tarbox <jtarbox@aol.com> wrote:

Thank you!

John

LAW OFFICES OF
JOHN E. TARBOX
ATTORNEYS AND COUNSELORS AT LAW
248 ADDIE ROY ROAD, SUITE A-201
AUSTIN, TEXAS 78746

512 / 913 - 9888 (TEL)
512 / 532 - 6305 (FAX)

From: John A. Miller [mailto:JohnMiller@mtnvillage.org]
Sent: Thursday, May 06, 2021 10:08 AM
To: John Tarbox; cd

Objections to Proposed Development
of
Lot 30, Town of Mountain Village

From John Tarbox, attorney for Thomas West, owner of several units in Aspen Ridge

We strenuously object to the proposed development and ask that the Design Review Board (DRB) deny the proposed development and in particular deny the requested density transfer, the requested rezoning and all requested variances.

The proposed development is far too dense, uses too much impervious cover, is too tall, is not compatible with the adjoining properties, and fails to use proper setbacks, graduated heights and other appropriate design features.

The applicant developed the Tramontana project so it is clear he knows how to build a nice project. Lot 30 should be developed similarly to its neighbors Aspen Ridge or Tramontana. Both properties meet the basic principles of urban planning mentioned above.

The existing density of 9 condominiums + 2 employee condominiums is the most that should be allowed on Lot 30. Even that figure is quite dense, but since it is currently approved, we are not objecting to it. That density permits adherence to the basic design principles.

Use of a zero lot line, with no building setbacks, is not appropriate for Lot 30. This property is not in the Village Center, and this feature is wildly inappropriate for the neighbors and the surrounding open space. The harsh impact of no building setbacks is made worse by the lack of graduated height maximums, and a 53 foot height, imposing what amounts to a giant wall right on top of the neighbors and the open space. None of this is compatible with the neighboring vegetative environment, wildlife, recreation or views of the open space, or the use, enjoyment and property values of the neighbors at Aspen Ridge and at other neighboring properties.

Instead, Lot 30 should be developed with appropriate setbacks, graduated height maximums, and overall height above grade no greater than the neighboring properties at Aspen Ridge and Tramontana.

The primary characteristics of Telluride and Mountain Village are the incredible beauty and views. This project destroys both and is inconsistent with the very nature of Mountain Village and the Mountain Village Comprehensive Plan. This project fails to meet several of the 8 key land-use values of the Comprehensive Plan:

- 1) it fails to preserve open space lands, “expansive views” and the “unparalleled visual experience”,
- 2) it imposes upon the “Recreational Backbone” of Mountain Village, lessening the recreational experience,
- 3) it fails in “Alpine Character Preservation“, opting instead for a dense urban feel, which is not appropriate in this location,
- 7) the “Gateways” value refers to “protecting public viewsheds“ and the natural corridor surrounding Mountain Village Boulevard. This project fails in this regard and destroys many existing view corridors, which should be preserved to the greatest extent possible,

8) The value for “Appropriateness and Fit of Land Uses” states that “uses should fit into the surrounding neighborhood to ensure appropriate scale and context to their surrounding natural and built environments”. This project badly fails to meet this value.

The proposal refers to its adjacency to the Village Center to justify its dense urban design. The fact is that the project is NOT in the Village Center and this design is not appropriate or compatible with the surrounding land uses.

Beyond the general design, several particular details are objectionable:

- a. The northwest corner of the project is way too far forward and destroys a significant portion of the views of Aspen Ridge Building 27.
- b. Locating the pool and amenities in the northwest corner puts significant noise and light pollution right on top of Aspen Ridge Building 27.
- c. The stormwater for the entire project dumps onto Aspen Ridge creating significant drainage, flooding, erosion and other problems. This must be addressed.
- d. No stormwater detention is provided. Both detention for flood and erosion control, and water quality, must be provided.
- e. The structural planter wall along the west property line amounts to an unsightly wall, right on top of existing residences and must be redesigned.
- f. The project has only 525 ft.² of formal landscaping, which is only 2% of the 0.6 acre project. It appears that the remaining 98% of the project is impervious cover, which is wildly inappropriate.
- g. The trash enclosure should be required to be far away from the Aspen Ridge property line.

Approving these proposals would not only be inappropriate, but would significantly harm property values, especially for Aspen Ridge Building 27, and would be a governmental action that amounts to a taking without compensation. We ask you to reject the proposed development and in particular deny the requested density transfer, rezoning and all variances and send the applicant back to the drawing board to design a more appropriate project.

Thank you for your time and consideration.

LAW OFFICES OF
JOHN E. TARBOX
ATTORNEYS AND COUNSELORS AT LAW
248 ADDIE ROY ROAD, SUITE A-201
AUSTIN, TEXAS 78746

512 / 913 - 9888 (TEL)
512 / 532 - 6305 (FAX)

July 14, 2021

To: Mountain Village Town Council

Re: Proposed rezoning and development of Lot 30, agenda item #15, July 15, 2021

Re: Potential impact of proposed development on Aspen Ridge unit #1

Dear Council Members:

There have been considerable numbers of comments opposing this development, including numerous letters from many Aspen Ridge (AR) owners. I would first like to reiterate objections from the owners of AR #1 included in the letter dated May 1, 2021. These emphasize that the location of the driveway entrance to the proposed development will likely cause significant light and noise pollution affecting our property and patio, including the only AR outdoor hot tub. The proposed drive location is directly across from the AR#1 patio and lights from exiting vehicles will likely shine directly onto the patio. In addition, if autos are allowed exit to the right, the lights and noise will likely negatively affect all the AR units on the cul-de-sac.

It continues to be our belief, along with many of the written comments to date, that the design and the scale of the proposed development of lot 30 is inconsistent with the existing development of Aspen Ridge Drive and should be denied.

Should the council decide to approve the density increase and driveway location as it has been presented, we respectfully request requirements be included which would require the developer to design and construct an aesthetic wall along our property line, at a minimum six feet in height, to shield and mitigate these effects of the light on the enjoyment of our patio. Also requiring no right turn out of the proposed development would seem to greatly help mitigate the negative impacts of those of us already here.

Sincerely,

Charles and Lisa Howard
Aspen Ridge #1

John A. Miller

From: Michelle Haynes
Sent: Friday, July 9, 2021 1:10 PM
To: John A. Miller
Subject: FW: Avventura design

John:

This person would like this included in the public record for Lot 30 and distributed to the DRB. Thank you,

Michelle

From: Tad Koter <konsult.korp77@gmail.com>
Sent: Friday, July 9, 2021 10:41 AM
To: Michelle Haynes <MHaynes@mtnvillage.org>
Subject: Avventura design

Dear Michelle

I am a condo buyer at Avventura in telluride , Colorado because I am very interested to rent the property once it's built. I am sure it's a great investment .

It's going to be a beautifully design and high end
Telluride needs that to bring a nice tourists .

Many thanks

Best regards

Pawel Grendys

John A. Miller

From: mvclerk
Sent: Thursday, July 15, 2021 12:25 PM
To: mvclerk
Cc: John A. Miller; Michelle Haynes; pwisor; Kim Montgomery
Subject: FW: No Public Benefit from Lot 30 Proposal

Please see the public comment below:

Susan Johnston
Town Clerk
Town of Mountain Village
O::970.369.6429
M::970-729-3440

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Email Signup](#)

From: Jennie <jandjdaley@aol.com>
Sent: Thursday, July 15, 2021 12:20 PM
To: mvclerk <mvclerk@mtnvillage.org>
Subject: No Public Benefit from Lot 30 Proposal

My name is Jennie Daley and our family has owned property at Aspen Ridge for more than 20 years. As previously submitted on page 336 in today's packet, we strongly object to the applicant's current proposal to develop Lot 30. Based upon all public documents submitted to date, we believe that **this project is NOT in the best interest of the community**. Further, we understand that the Council is obligated to vote NO and deny approval for density transfer and rezoning if there is no public benefit.

If approved, the proposed project will harm the community and create an unsightly, massive structure, devoid of nature, on an important parcel in Mountain Village. Any development on Lot 30 is intended to house "transitional" units, bridging high density Village Center units and less dense Multi-Family units.

The assertion offered in the final bullet of Appendix A, letter a...that "the project is an appropriately scaled transition between the higher density Village Center, less dense outlying areas, and the natural alpine settings"...is simply false.

While acknowledging that the applicant has the right to request a density transfer for this project, it must be pointed out that no development on Aspen Ridge Drive has ever built out to its fully authorized density. The most recent project, owned and developed by this applicant, followed this precedent set by Aspen Ridge three decades ago. The result is that Aspen Ridge Drive is a wonderful haven of thoughtfully designed units, built within trees. Approval of the massive design proposed on Lot 30 would destroy the community.

Specifically, no public benefit results from a project that strips all nature from Lot 30, creates disharmony among adjacent communities that have existed for decades, poses a dangerous pedestrian and vehicular environment on Aspen Ridge Drive, towers over the Aspen Ridge community and obstructs all views from Granita residents. The Council must conclude the obvious: this application is inappropriate for Lot 30 and a new "transitional" design should be submitted BEFORE considering issues of density transfer and rezoning.

Several more details should be highlighted:

How does one reconcile proposed 19 units to 17.5 units (pages 258 & 268)?

How does 57 person equivalents = 58 bedrooms (pages 258 & 268)?

How can 5 and 4 bedroom units (7 in total) be considered "transitional"?

How can noise and light pollution be ignored?

How can an acceptable design be "all structure" and "no nature"?

In conclusion, we encourage the Council to take more time to review the details of all documents again. Please do not rely upon staff findings and conclusions. We believe them to be lacking.

The proposed application defies logic and must be sent back for a new design, if it is to benefit the community and residents of Mountain Village.



SOLOMON LAW FIRM, P.C.

227 WEST PACIFIC AVENUE, SUITE A (REQUIRED FOR FEDEX)

PO BOX 1748 (REQUIRED FOR ALL U.S. MAIL)

JOSEPH A. SOLOMON, ESQ. TELLURIDE, COLORADO 81435

ATTORNEY AT LAW

E-MAIL: JSOLOMON@MONTROSE.NET

TEL (970) 728-8655

CELL (970) 729-2225

FAX (775) 703-9582

June 1, 2021

Town of Mountain Village Design Review Board
c/o Michelle Haynes, MPA
Planning and Development Services Director
Housing Director
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, Colorado 81435

Re: Lot 30 Development Application

Dear Members of the DRB:

I represent Sandra and Van Gilbert, owners of Granita Unit 303. The purpose of this letter is to comment on the above matter.

October 15, 2020 Town Council Worksession

At the May 6, 2021 DRB hearing, the results of the Town Council Worksession were misrepresented to the DRB. Town staff stated that, at this Worksession, "Council kind of gave it the green light." That was not an accurate statement. In addition, a DRB member stated it was that member's understanding that Council endorsed the proposal. Again, that was not accurate. Rather, as explained in the letter submitted on behalf of the Gilberts on April 28, 2021:

October 15, 2020 Town Council Worksession

The applicant presented a very similar proposal at the October 15, 2020 Town Council Worksession. The Town Council responded that the project was too massive. However, again, the current application is substantially similar to the prior proposal.

Importantly, see the enclosed Transcript of 10/15/20 Town Council Worksession, Town Councilmembers Concluding Remarks. This discussion began at 03:32:20 of the Zoom recording.

It appears the Town should consider addressing its general Worksession procedures, being, ensuring the minutes reflect Council direction.

Density

Again, Lot 30 is currently has assigned density of nine (9) Condominium Units and two (2) Employee Apartments. The applicant is seeking to increase development density and develop a project that will contain sixteen (16) Condominium Units and three (3) Employee Condominium Units.

Mountain Village Comprehensive Plan

The Mountain Village Comprehensive Plan, as amended by the Resolution dated February 15, 2018, targets Lot 30 and adjacent open space (collectively referred to as “Parcel M”) for a high density hotel.

The current Lot 30 owner is not applying to construct a hotel on Parcel M. Rather, the owner is merely seeking to construct nearly double the Condominium Units designated for Lot 30.

There is no justification for this increased density. This increased density results in walling out adjacent properties.

Visuals

Enclosed are the following visuals, similar to those presented to Town Council in October 2020 and the same as provided to DRB prior to the May 6, 2021 DRB hearing:

1. Overhead view as provided by the Lot 30 owner/applicant. The single monolithic mass is not consistent with adjacent Aspen Ridge development.
2. Overhead view showing development according to current entitlements. The development should break up massing with buildings consistent with adjacent Aspen Ridge development.

Town of Mountain Village Town Council
June 1, 2021
Page 3

Conclusion

Thank you for your consideration of these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph A. Solomon, Esq.", written over a horizontal line.

Joseph A. Solomon, Esq.

Encs.

Transcript of 10/15/20 Town Council Worksession / Council Concluding Remarks
Two Visuals

cc: Sandra & Van Gilbert
Ken Alexander

Transcript of Town Council Worksession

Continued Discussion Regarding a Development Proposal for Lot 30, to Develop
17 Condominium Density Units and 3 Employee Condominium Units

October 15, 2020

Town Councilmembers Concluding Remarks

Laila Benitez: I'm going to go ahead and close public comment and bring things back up to counsel. Is there any other feedback or any questions that you have to share with either Stephanie [Fanos] or the applicant.

Marty Prohaska: To make this productive what I seem to be hearing is that there are lingering concerns about the potential mass and scale of it specifically I would think from the perspective of Mountain Village Boulevard, and I agree if there were some changes to the design that would allow for a little bit more division of these large buildings, a little bit more space, that might be better received by neighbors.

Laila Benitez: Other feedback. I think I would echo Marty's comments. I am not in the design game, and I'm not going to try and propose anything specific, but I will say that a large mass if broken could have a completely different impact on how it's received in the neighborhood.

Patrick you are nodding your head.

Patrick Berry: I generally agree with what Marty just commented and your comments as well. There's some hesitation that I'm seeing on the sale the size and the public benefit, you know I appreciate the additions but does it fit the scope, I've got more research to do on that as well.

Laila Benitez: Let's just say I don't have an issue with height so much as just what Marty stated, the large expanse in one building.

If there's no other comments, I'm going to conclude this worksession.

1. Overhead view as proposed by the applicant

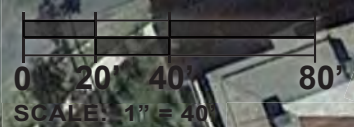


The single monolithic mass is not consistent with the adjacent Aspen Ridge development.

2. Overhead view
per current entitlements



Break up massing with buildings consistent with adjacent Aspen Ridge development





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ATTORNEY AT LAW

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TEL (970) 728-8655

CELL (970) 729-2225

FAX (775) 703-9582

July 8, 2021

Town of Mountain Village Town Council
c/o John A. Miller III, Senior Planner
Planning and Development Services
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, Colorado 81435

Re: Lot 30 Development Application

Dear Members of the Town Council:

I represent Sandra and Van Gilbert, owners of Granita Unit 303. The purpose of this letter is to comment on the above matter.

Preliminary Summary

The Gilberts' sole comment on this application remains that the increased density is inappropriate. Lot 30 should be developed as four or five structures, consistent with the neighboring Aspen Ridge project. It should not be developed as a single monolithic structure covering the entire Lot.

October 15, 2020 Town Council Worksession

Town Council had a Worksession on October 15, 2020. At that Worksession, Council clearly gave feedback that the project should be revised to buildings with space between. A copy of the transcript reflecting the key Councilmember remarks is enclosed. This discussion began at 03:32:20 of the Zoom recording.

May 6, 2021 DRB Hearing

Despite Council's comments, the applicant submitted a proposal virtually identical to that shown to Council at the Worksession.

At the May 6, 2021 DRB hearing, the results of the Town Council Worksession were misrepresented to the DRB. Town staff told the DRB that, at the Worksession, "*Council kind of gave it the green light.*" That was not an accurate statement. In addition, a DRB member stated

it was that member's understanding that Council endorsed the proposal. Again, that was not accurate.

DRB continued the hearing stating it wanted more information concerning what exactly Council directed at the Worksession.

July 1, 2021 DRB Hearing

The DRB reconvened on July 1, 2021. At this hearing, Town staff gave the DRB no information concerning what Council said at the October Worksession.

The Gilberts provided the DRB with the enclosed transcript.

The applicant stated that the transcript did not accurately reflect Council's position, and that in fact Council supported the application.

The DRB endorsed the application.

Visuals

Enclosed are the following visuals, similar to those presented to Town Council in October 2020 and provided to DRB prior to the May 6 and July 1, 2021 DRB hearings:

1. Overhead view as provided by the Lot 30 owner/applicant. The single monolithic mass is not consistent with adjacent Aspen Ridge development.
2. Overhead view showing development according to current entitlements. The development should break up massing with buildings consistent with adjacent Aspen Ridge development.

Town of Mountain Village Town Council
July 8, 2021
Page 3

Conclusion

Thank you for your consideration of these comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph A. Solomon, Esq.", written over a horizontal line.

Joseph A. Solomon, Esq.

Encs.

Transcript of 10/15/20 Town Council Worksession / Council Concluding Remarks
Two Visuals

cc: Sandra & Van Gilbert
Ken Alexander



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item # 13

TO: Mountain Village Town Council
FROM: Michelle Haynes, Planning and Development Services Director
FOR: August 19, 2021
DATE: August 6, 2021
RE: Worksession regarding Lot 27A, Belvedere Phase III Development, 112 Lost Creek Lane, Mountain Village

PROJECT GEOGRAPHY

Legal Description: Parcel Three-R, Belvedere Park Condominiums, A Common Interest Community, According To The Map Recorded June 15, 2006 In Plat Book 1 At Page 3674, And As Defined And Described In The Declaration Of Covenants, Conditions And Restrictions (Belvedere Park Condominiums, A Colorado Common Interest Ownership Community) Recorded June 29, 2004 Under Reception No. 367339, County Of San Miguel, State Of Colorado.

Address: TBD Lost Creek Lane
Applicant/Agent: Idarado Real Estate Co., & James Mahoney, attorney
Owner: TCH Belvedere Phase III LLC
Zoning: Village Center
Existing Use: Condominium Use
Proposed Use: Development of Phase III with 19 condominiums
Lot Acreage 1.58 acres in total (all three phases)

Adjacent Land Uses:

- **North:** multi-family, village center
- **South:** residential, vacant
- **East:** multi-family, village center
- **West:** multi-family

ATTACHMENTS

- A. Applicant's Submittal Materials
- B. Belvedere Condominium Map Site Plan
- C. Draft Planning Director Interpretation

ASSOCIATED FORMATIVE RECORD DOCUMENT

- [Bridge Construction and Maintenance Agreement 10.18.2000](#)
- [2004 Development Agreement 6.29.2004](#)
- [2004 Master Condominium Map](#)
- [2004 Master Declarations](#)
- [Prior approved Phase III Design Plans 2006 \(expired\)](#)

Figure 1. Vicinity Map



Lot 27A Phases I, II & III. Phase III is the vacant portion of the lot. Total lot area including buildings is 1.58 acres

PURPOSE OF WORKSESSION

The applicant has the property under contract with the intent to purchase and develop Belvedere Phase III, the last phase of development on the property. The applicant wishes to receive feedback regarding construction of 19 condominium units which is consistent with what is allowed by the Belvedere Park HOA documents.

SITE HISTORY

Belvedere Park Condominiums Master Development plan was approved in 2004, to be developed in three phases. The Land Use Ordinance (LUO) and now the Community Development Code that replaced the LUO, allowed for properties to be developed in a phased manner so long as a Master Development Plan was approved for the project. A Master Development Plan was approved in 2004. Pursuant to the approved Master Development Plan, Phase I was developed with three condominium units in 2005. Phase II was developed with 7 condominium units in 2006. Phase III had an approved development plan that included the construction of the then remaining density of 17 condominiums, 10 lodges and 2 efficiency lodges. The associated design review approval of Phase III expired in 2007.

HISTORY OF BELVEDERE PHASE III

Belvedere, inclusive of Phase III, had three prior rezones of unit designations

2004-Ordinance-2004-0511-04

Current Zoning		Rezone	
16	condominium	29	condominiums
31	lodge	0	lodge
71	efficiency lodge	0	efficiency lodge

2005-Resolution-2005-0712-13

Current Zoning		Rezone	
29	condominium	28	condominiums
0	Lodge	2	lodge

2006-Resolution-2006-0509-03

Current Zoning		Rezone	
28	condominium	27	condominiums
2	lodge	10	lodge
0	efficiency lodge	2	efficiency lodge

Resolution 2006-0509-03 was the last rezone and includes the ten condominium units already constructed in Phases I and II. Phase III was intended to be constructed in 2006-2007 but subsequently the design plans expired and the project was never realized. This was around the time of the Great Recession that technically began in 2007.

Proposed Rezone

Current Zoning		Rezone	
27	Condominium	29	condominiums
10	Lodge	0	lodge
2	efficiency lodge	0	efficiency lodge

*10 condominiums are already constructed, the rezone would need to increase the condominium density by two units, and reduce the lodge and efficiency lodge by placing the density in the density bank as unassigned density. (Please note we indicate 10 condominiums built for the purposes of this memo. We have a pending application to separate one unit back to two units that had recently been combined via rezone and density transfer and a building permit that intends to revert back.)

VILLAGE CENTER ZONING PURSUANT TO THE CDC

The applicant intends to construct pursuant to the underlying zoning. Zoning requirements are listed below.

Village Center Zoning	Limitation
Lot Coverage	No lot coverage limitation
Parking	Parking must be in a parking garage below grade in the Village Center
	1 parking space per condominium unit
	1-5 common HOA spaces for service vehicles and deliveries
Building Heights	60 feet maximum height
	48 feet maximum average height

REZONE/DENSITY TRANSFER AND MASTER DEVELOPMENT PLAN APPLICATIONS

The applicant would like to seek approval of the proposed rezone/density transfer first, with conceptual site plans. The applicant would be willing to consider a condition attached to any approval of the rezone/density transfer requiring a Master Plan Amendment and design review application be submitted and approved within 18 months of any approval of the rezone/density transfer application. If the rezone/density transfer application is approved, the applicant would then seek to amend the previously approved Master Development Plan with a concurrent design review application. The Master Development Plan amendment would occur concurrently with the two-step design review process.

ANTICIPATED PROCESS STEPS

The typical staff recommended process would be as follows:

- Rezone and Density Transfer Application. Class 4 application. Recommendation from the Design Review Board. Two readings of an ordinance by Town Council.

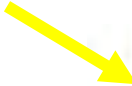
- Two-step design review process and concurrently amendment to the Master Development Plan. There would be an initial and final design review and concurrent amendment to the Master Development Plan.

The applicant and staff are looking for direction from Town Council on the applicants proposed process.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The 2011 Comprehensive Plan does not list any site-specific policies for Parcel N, Lot 27; however, Belvedere is labeled Parcel N, Lot 27 and listed in the Village Center Development Table 7. with the following site-specific requirements:

Parcel Designation	Target Maximum Building Height	Target Hotbed Mix	Target Condo Units	Target Dorm Units*	Target Restaurant/ Commercial Area	Total Target Units
--------------------	--------------------------------	-------------------	--------------------	--------------------	------------------------------------	--------------------



Parcel M Lot 30 [F]-	78.5	88	12	2	0	102
Parcel N Lot 27 [F]-	78.5	64	9	2	0	75
Parcel O TSG Clubhouse	57.5	51	7	1	0 (Private Club OK)	59

According to the Comprehensive Plan if a property is designated as a flagship hotel site, it must be developed pursuant to the PUD Zone District and consistent with general conformance with the Comprehensive Plan. The table would require 78.5 feet in height and a significantly larger amount of units with a mix of hotbeds, condominiums and employee dorms equaling generally around 75 units total.

The applicants requested a Planning Director Interpretation, consistent with CDC Section 17.1.8, a draft of which is provided as exhibit D, with respect to the applicability of the Village Center Development table to the proposed project in light of the previously approved Master Development Plan. In review of the Village Center Development Table, and all the development tables (Table 7, 8 & 9, Village Center, Town Hall and the Meadows respectively), the town did not include lots that either already had a site-specific development plan (like Rosewood (Lots 126R and 152) and 109R (The Mountain Village Hotel PUD), or a Master Development Plan (like Elkstone Lot 600A). As a result, inclusion of Lot 27 in the Village Center Development Table conflicts with the exclusion of other lots with site specific development plans or Master Development Plans. This conclusion is bolstered by the fact the Comprehensive Plan notes Parcel N Lot 27 has “no site-specific policies” associated with the property. In summary, inclusion of Parcel N, Lot 27 is ruled in error because it is governed by the Master Development Plan. The Planning Director interpretation is attached in a draft form for your review and I am happy to solicit input or questions before finalizing it.

Finally, although the Town does not enforce private covenants, the Master HOA at Belvedere has limited the development of Phase III to 19 condominium units. The implication is that the HOA would not otherwise consent to an application if it otherwise does not conform with their desired density and development. The applicants propose development in alignment with the HOA’s desires.

STAFF ANALYSIS AND RECOMMENDATION

Staff recommends reviewing the proposed density transfer and rezone to 19 condominium units and providing non-binding feedback to the applicant.

/mbh



To: Town of Mountain Village Town Council

From: Idarado Real Estate Co and James Mahoney P.C.

Re: Belvedere Park Parcel Three-R, Master Plan Amendment Work Session Application Narrative

Introduction: Idarado Real Estate Co. (“**Applicant**”) is currently under contract to purchase Parcel Three-R Belvedere Park Condominiums Mountain Village, Colorado (“**Parcel Three-R**”) which is a development parcel within Lot 27A zoned village center and currently has an unbuilt density of 29 total units comprised of 17 condominium units, 10 Lodge Units, and 2 Efficiency Lodge units (the “**Town Assigned Density**”). Lot 27A has been approved by the Town and developed as a phased master planned development of which “Phase One” has been constructed with three condominium units (since combined to two) and “Phase Two” constructed with seven condominium units. The Applicant has submitted this Work Session Application to the Town with the goal to receive feedback from the Town Council regarding the eventual submission of an application seeking to amend the Master Plan of Parcel 27A and bring the density in line with what is approved by the Belvedere Park Owners Association (the “**Master Association**”) which is 19 total condominium units for Parcel Three-R.

Background: On or around March 19, 2004, the original developer of Lot 27A submitted an application to allow for Lot 27A to be developed as a phased master plan development in five phases of 29 total condominium units (the “**Master Plan**”). A copy of the application is attached. The original developer sought to develop Phase One and Phase Two first with three and seven units respectively, and with the remaining 19 units to be developed at a later date as Phases Three, Four and Five. The Master Plan and design review for Phases One and Two were approved and Phase One and Two were ultimately constructed.

In 2006 the then owner submitted an application for approval of an amendment to the Master Plan which would allow for Phases Three, Four and Five to be combined as one final Phase Three-R (the “**First Master Plan Amendment**”). The First Master Plan Amendment included: an amendment to the Final Plat of Lot 27A which combined the Phase Three, Four and Five parcels into the Parcel Three-R (the “**Plat Amendment**”), a density transfer resulting in the existing density for Lot 27A of 27 Condo Units, 10 Lodge Units and 2 Efficiency Lodge Units (of which 17 Condo, 10 Lodge and 2 Efficiency Lodge Units remain unbuilt and allocated to Phase Three-R) (the “**Density Transfer Resolution**”) and the final design plans for the Phase Three-R development. The First Master Plan Amendment was approved at a May 9, 2006 meeting and the accompanying resolution was recorded June 26, 2006. For reasons we are not aware of Phase Three-R was not constructed and the design review approvals contained in the First Master Plan Amendment expired.

Around the same time as the First Master Plan Amendment was in its review and approval stage with the Town, the owner of Phases Three, Four and Five amended the Declarations of the Belvedere Park Owner’s Association (the “**Master Association**”) approving the combining of phases, the Plat Amendment and setting out the total number of units allowed for each phase with Phase One having 3 units, Phase Two having 7 units and Phase Three-R with 19 units (the “**First Amendment to Master Association Declaration**”). The 19 units corresponded to the number of units contemplated by the original Master Plan but did not take into account the First Master Plan Amendment’s Density Transfer Resolution which led to a discrepancy between density approved by the Town and the density allowed by the Master Association (the “**Density Discrepancy**”). Our understanding is that prior potential purchasers of Parcel Three-R approached the Master

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Association about allowing an increase in density beyond the 19 allowed by the Master Association without any success. Therefore, the only option will be to downzone the property through the Town's process.

CDC and Comp Plan Issues: On June 16, 2011, the Town approved the Mountain Village Comprehensive Plan (“**Comp Plan**”). The Comp Plan contains among other things, Subarea Plans including the Village Center Sub-Area which identified certain parcels where development scenarios were laid out in excessive detail along with the Mountain Village Center Development Table which identified target building heights, target unit mixes and target commercial area. Lot 27A was included in one such parcel, identified as Parcel N. The Comp Plan calls for a total target of 75 units and identified Parcel N, Lot 27 as a flagship hotel site. Conspicuously absent from the Comp Plan as it relates to Parcel N, Lot 27 are any site-specific policies. This is due to the fact that the density added to Parcel N, Lot 27 was included in the comp plan at the very last minute and was an area where density, contemplated to be constructed in the Boomerang and Comanche areas, was pulled from consideration at the very last minute, and instead transferred without any analysis of the existing land uses, existing master plans, or substantive analysis of Parcel N, Lot 27.

The Comp Plan's inclusion of Parcel N, Lot 27 has put a large roadblock to the development of Phase Three-R and the ability to clean up the Density Discrepancy. This was a major deviation from other similarly situated parcels considered by the Comp Plan. For instance, both Lot 109R (MV Hotel) and Lots 126 and 152 (Silverline) were parcels that the comp plan did not address because they both had existing approved plans for such lots similar to that of the Master Plan. In addition, Units 2 and 3 within Phase One were combined in 2019 and that combination required a density transfer of the excess density to the density bank which was approved even with one of the density transfer/rezone criteria requiring general conformance with the Comp Plan, which is discussed below.

The CDC's criteria for a density transfer/rezone further complicates this situation by requiring that any density transfer application is in general conformance with the Comp Plan, which creates a difficult situation for Phase Three-R due to the Density Discrepancy. Typically, a request to downzone the density on a parcel, which in this case would go from 29 total units (17 condo, 10 lodge and 2 efficiency lodge) to 19 condo units would be a very simple application; however, as set forth above the last-minute inclusion of Lot 27A in the Comp Plan presents a schism that we are seeking guidance from the Town Council on.

Request: The Applicant would like to file an application requesting an Amendment to the Master Plan and associated density transfer which would resolve the Density Discrepancy by rezoning Phase Three-R to 19 condo units (the “**Proposed Application**”). The Applicant has not developed any conceptual plans for the property as the Density Discrepancy would need to be resolved through the Proposed Application; however, the Applicant and the Town should feel comfortable that 19 units can easily fit on Parcel Three-R given that 27 total units were previously designed and approved for Parcel Three-R. The Applicant would be open to conditions of approval to address the requirement for review of the design once the Density Discrepancy has been resolved. The Proposed Application would be a class three application with review and recommendation by DRB followed by consideration by Town Council.

The Applicant is requesting feedback from the Town Council on the Proposed Application and process.



While the Applicant understand that the Town Council has kicked off a new Comp Plan initiative and that such initiative may ultimately resolve the issues outlined herein, the Applicant has a limited time for their due diligence related to Parcel Three-R and cannot wait on an unknown outcome of a lengthy process in major revisions to the Comp Plan.

We thank you for your consideration of this matter.

Enclosures:

1. Application
2. Owner Authorization for Work Session Letter
3. Master Plan Application
4. First Amendment to Master Plan
5. Density Transfer Resolution
6. First Amendment to Master Association Declaration
7. Survey/ILC for Lot 27A and Parcel Three-R


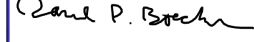
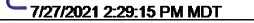
Owner Authorization for Work Session Application

TCH Belvedere Phase Three, LLC, the record owner of Parcel Three-r, Belvedere Park Condominiums, Mountain Village, Colorado (the “**Property**”) hereby authorizes Idarado Real Estate Co (the “**Buyer**”) to submit a work session application to the Town of Mountain Village in order for the Buyer to seek direction from the Town Council of the Town of Mountain Village regarding development of the Property.

This authorization is limited to a work session application and no further applications at this time and the Buyer shall be responsible for all costs association with such application.

Authorized this 27th day of July, 2021:

TCH Belvedere Phase Three, LLC

By: Daniel Boeckman, Manager

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MOUNTAIN VILLAGE,
MOUNTAIN VILLAGE, COLORADO
APPROVING LOT 27A DENSITY TRANSFER**

Resolution No. 2006-0509-03

Whereas, the TCH Belvedere Development, is the owner of record of real property described as Lot 27A, Town of Mountain Village; and

Whereas, these owners have requested approval of an Amendment to the Final Plat of Lot 27A; and

Whereas, the duly recorded plat of Lot 27A, designates the following:

Current Plat Status:

Zoning Designation	Number of Units	Density Per Unit	Total Density
Lot 27A Condominium	28	3	84
Lodge	2	.75	1.5

Whereas, in compliance with the provisions of Article 4 of the Land Use Ordinance and with due consideration of the matters set forth in the application filed, this application does hereby propose the following plat amendment:

Whereas, the applicants propose a Density Transfer as follows:

Proposed Plat Status:

Zoning Designation	Number of Units	Density Per Unit	Total Density
Lot 27A Condominium	27	3	81
Lodge	10	.75	7.50
Eff. Lodge	2	.50	1.0

Whereas, the Design Review Board (DRB) considered this application, along with evidence and testimony, at a public meeting held on April 27, 2006. Upon concluding their review, the DRB voted in favor of the Density Transfer and recommended approval to the Town Council subject to certain conditions.

Whereas, the Town Council considered this application, along with evidence and testimony, at a public meeting held on May 9, 2006.

Now, Therefore, Be It Resolved that the Town Council hereby approves the Density Transfer for Lot 27A and authorizes the Mayor to sign the Resolution subject to the following:

Zoning Designation	Number of Units	Density Per Unit	Total Density
Condominium	27	3	81
Lodge	10	.75	7.50
Eff. Lodge	2	.50	1.0

4-201 DENSITY TRANSFER

Density may be transferred from one Lot to another within the Town, provided that the zoning of both Lots allows for the increase or decrease of Density, and provided that the Density Transfer is approved by Town Council. Employee housing Density on a Multi-unit Density Lot must be built out on the property and cannot be transferred to the Density Bank or to another Lot, unless that Lot where Density is transferred can receive all development approvals and commence construction of the Employee housing Density simultaneously with transfer to it of Employee housing Density. Provided, however, Employee housing Density may transfer to the Town of Mountain Village Density Bank for the benefit of the Town of Mountain Village Housing Authority if the Housing Authority recommends and determines that the Density can be used to develop housing on other Lots. The transfer of Employee housing Density to the Housing Authority will only be approved upon the determination by Town Council that the transfer satisfies the Review Standards set forth in Section 4-5 herein and the Applicant has either (i) donated land to the Housing Authority or (ii) paid the Employee housing dedication fee to the Housing Authority. The Housing Authority shall adopt the fees for Employee housing Density on an annual basis in the Housing Authority Operating Guidelines. The transfer of any donated land to the Housing Authority or payment of the applicable employee housing dedication fee shall be made to the Housing Authority prior to the issuance of any Building Permits for the Lot from which the Employee housing Density has been transferred. All Employee housing dedication fees shall be placed in a segregated, interest bearing account and shall be used only for the purpose of planning for, subsidizing or developing Employee housing. The use of any donated land shall only be used for the development and construction of Employee housing. Employee housing density may not be rezoned to free market units.

Staff Comment:

The Applicant, to complete all Phase III of the Master Development Plan, is requesting a Density Transfer. This Density Transfer Application is requesting a transfer of one existing Condominium unit from the property to the Density Bank and to transfer 8 Lodge units and 2 Efficiency Lodge units from the Density Bank to the Lot.

At the April 27, 2006 meeting of the DRB, the DRB voted unanimously to recommend to Town Council the approval of the Density Transfer required to facilitate the construction of Phase III on Lot 27A, as follows:

- The DRB recommends to Town Council approval of the transfer of 3.0 Units of Condominium Density (1 Condominium Unit) from Lot 27A to the Density Bank to the benefit of the current Owner of Lot 27A.
- The DRB recommends to Town Council approval of the transfer of 6.0 Units of Lodge Density (8 Lodge Units) from the Density, currently held in the name of the Owner, to Lot 27A.
- The DRB recommends to Town Council approval of the transfer of 1.0 Units of Efficiency Lodge Density (2 Lodge Units) from the Density Bank to Lot 27A.

The DRB based their recommendation of approval of this Density Transfer Application request to Town Council on the following findings as stated in Section 4-202 of the Land Use Ordinance:

4-202 REVIEW STANDARDS

In addition to demonstrating compliance with the provisions of Article 4, the following standards and requirements shall be used to evaluate Density transfer requests. It shall be the burden of the Applicant to demonstrate that submittal material and the proposed Development substantially complies with the following standards and requirements or demonstrates that one or more of them are not applicable.

1. The Density transfer proposed is generally consistent with the underlying purposes and goals of the LUO and the Design Regulations that state the following:

- Provide a clear, consistent, predictable and efficient land Development Review Process;
- Promote public health, safety and welfare;
- Preserve Open Space and protect the environment;
- Enhance the natural beauty of the Town's surroundings;
- Foster a sense of community;
- Promote good civic design and Development;
- Create and preserve an attractive and functional community;
- Promote the economic vitality of the Town;
- Promote the resort nature and tourism trade of the Town;
- 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; and
- Protect property values within the Town.

As stated.

2. The proposed Density transfer is compatible with the surrounding environment, neighborhood and area relative to, but not limited to, scale, bulk, Building height, buffer zones, character, and orientation and shall not unreasonably affect existing land Uses and the future Development of the surrounding neighborhood and area.

As stated.

3. Adequate public facilities and services are available to serve the proposed Density transfer.

As stated.

4. The proposed Density transfer shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.

As stated.

5. In Applications that propose removing Density from a Village Center and Multi Unit Lot, the Applicant must prove the existence of a practical difficulty that prohibits the build out of the platted Density.

As stated.

DRB conditions of this recommendation of approval to Town Council are as follows:

1. The Applicant will receive approval of this Density Transfer from Town Council.

Town Council
Staff Review
May 9, 2006 Meeting
Lot 27A, Density Transfer

2. The Applicant will submit appropriate recordation fees, to Staff for recordation of the Town Council Resolution, with the San Miguel County Assessor's office.
3. All representations of the Applicant, either within the submittal or at the DRB hearing, are conditions of this approval.
4. Per Section 2-1307 of the Town of Mountain Village Design Regulations, this approval does not allow any violation to the LUO and/or Design Regulations or imply approval of any errors that may be contained in this application that violate the LUO and/or the Design Regulations.

STAFF RECOMMENDATIONS:

Staff recommends that Town Council approve this Density Transfer with the DRB conditions as outlined above.

**FIRST AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(BELVEDERE PARK CONDOMINIUMS, A COLORADO COMMON INTEREST OWNERSHIP
COMMUNITY)**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions For Belvedere Park Condominiums ("First Declaration Amendment"), is made effective as of JUNE 6th, 2006 ("**Effective Date**"), is executed, made and entered into by TCH Belvedere Development, LLC, a Delaware limited liability company ("**Declarant**").

A. TCH Belvedere Development, LLC, a Delaware limited liability company ("**Declarant**"), has established a certain land condominium regime on the Property entitled Belvedere Park Condominiums, a Colorado common interest ownership community ("**Community**") consisting of five parcels of land, namely Parcel One, Parcel Two, Parcel Three, Parcel Four and Parcel Five (each, a "**Parcel**") on the following described property:

Lot 27A, Town of Mountain Village, according to the plat filed in the office of the San Miguel County Clerk and Recorder ("**Official Records**") in Plat Book 1 at page 2281, and according to the Town of Mountain Village Official Lot List, recorded in Book 586 at page 548, County of San Miguel, State of Colorado ("**Property**").

B. The Community was be formed in accordance with the Condominium Declaration ("**Declaration**") recorded on June 29, 2004 in Reception No. 367339 and the Condominium Map ("**Map**") recorded on June 29, 2004 in Plat Book 1, Page 3318, Reception No. 367340, Town of Mountain Village, San Miguel County, Colorado, as amended by the First Amendment to the Map recorded on January 26, 2005 in Plat Book 1, page 3438, Reception No. 371991.

C. Declarant created, established and reserved certain rights ("**Reserved Declarant Rights**") in the Declaration at Article Eighteen. The Reserved Declarant Rights included the right to combine, merge and subdivide the Parcels.

D. Declarant has conveyed title to Parcel One, Belvedere Park Condominiums in accordance with the Declaration and the Map, to TCH Belvedere Phase One, LLC, a Delaware limited liability company.

E. Declarant has conveyed title to Parcel Two, Belvedere Park Condominiums in accordance with the Declaration and the Map, to TCH Belvedere Phase Two, LLC, a Delaware limited liability company.

F. Declarant continues to be the owner of Parcel Three, Parcel Four and Parcel Five.

G. Declarant intends to merge Parcel Three, Parcel Four and Parcel Five into one new parcel designated Parcel Three-R, Belvedere Park Condominiums and does hereby elect to modify the Map to establish the boundaries of Parcel Three-R, Belvedere Park Condominiums as indicated, depicted and described on that certain Second Amendment to the Condominium Map recorded on JUNE 15th, 2006 in Plat Book 1, page 3674, Reception No. 384818 ("**Second Map Amendment**").

NOW THEREFORE, Declarant does hereby publish the within First Declaration Amendment for the purpose of amending and modifying the Map and the Declaration, as follows:

1. **Merger of Parcel Three, Parcel Four and Parcel Five.**

1.1. Declarant, as the current, fee simple owner Parcel Three, Parcel Four and Parcel Five and all of the Reserved Declarant Rights associated with Parcel Three, Parcel Four and Parcel Five, hereby exercises the Reserved Declarant Rights to modify, merge and combine Parcel Three, Parcel Four and Parcel Five into one new parcel designated Parcel Three-R, Belvedere Park Condominiums as indicated on the First Map Amendment.

1.2. **Exhibit "B"** to the Declaration is amended, restated and replaced in its entirety with the attached **First Revision to Exhibit "B"**.

1.3. Declarant transfers and assigns any and all of the Reserved Declarant Rights associated with Parcel Three, Parcel Four and Parcel Five to Parcel Three-R, Belvedere Park Condominiums and does hereby reserve the right to exercise all of the Reserved Declarant Rights associated transferred to Parcel Three-R, Belvedere Park Condominiums.

2. **No Other Amendments.** Other than the amendments and modifications contained herein, nothing contained herein shall otherwise change, waive, terminate, modify, supplement or annul any other provisions of the Declaration, the Map and other governing documents for the Community.

3. **Effectiveness.** This Amendment shall become effective upon recordation in the Official Records.

IN WITNESS WHEREOF, Declarant has executed this First Declaration Amendment, making it effective as of Effective Date.

OWNER:

**TCH Belvedere Development, LLC,
a Delaware limited liability company**

By: TCH Belvedere Management, LLC,
a Delaware limited liability company
Its: Sole Member

By: TCH Belvedere Partners, LLC,
a Delaware limited liability company
Its: Sole Member

By: *Daniel D. Boeckman* Date: 6/8/06
Daniel D. Boeckman, Manager

STATE OF Texas)
COUNTY OF Dallas)

Subscribed and sworn to before me this Daniel D. Boeckman, Manager day of TCH Belvedere Partners,
LLC, on this 8 day of June, 2006.

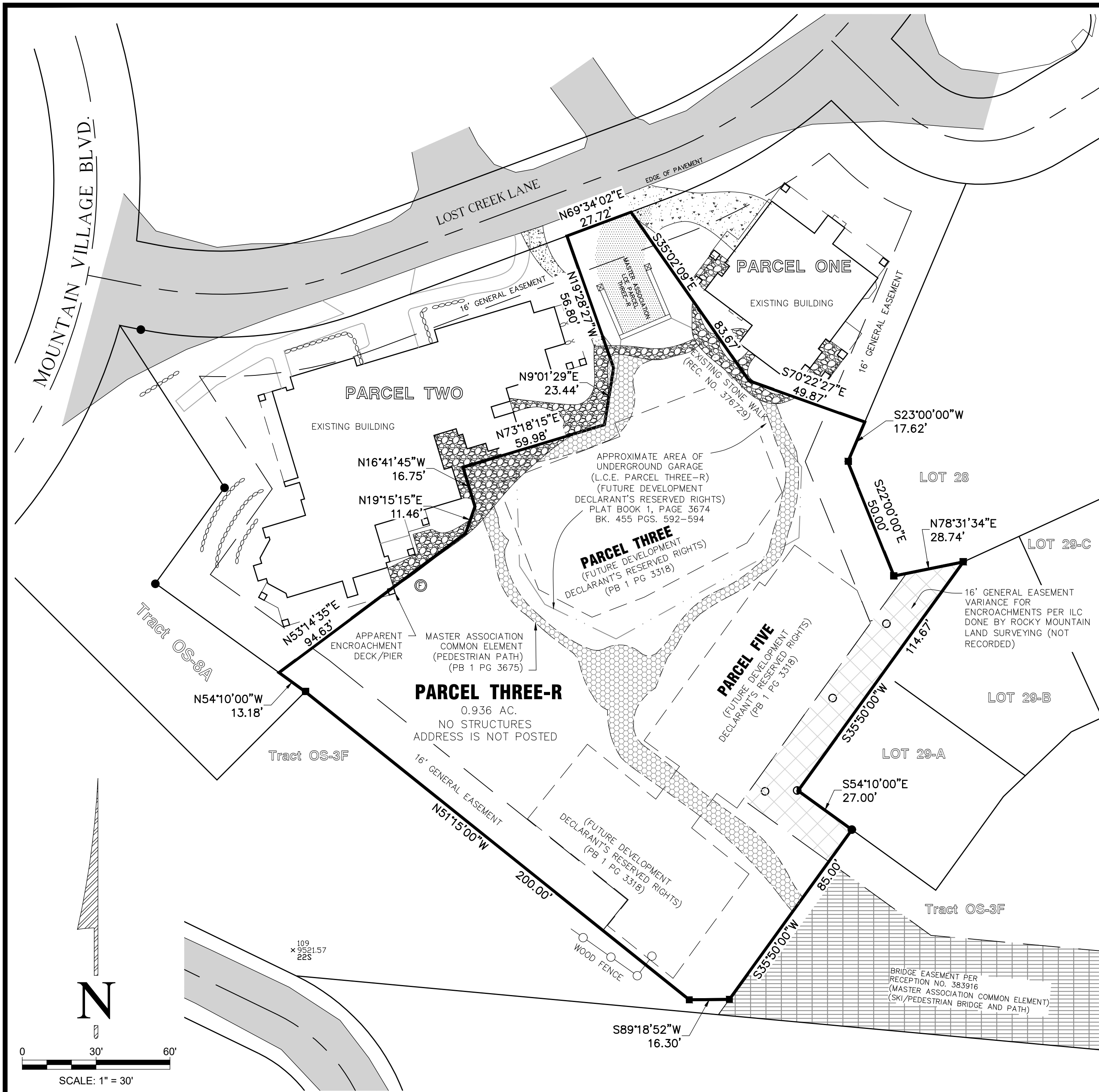
Witness my hand and official seal.

Traci Mia Kaindl My commission expires: 6/1/09
Notary Public



FIRST REVISION TO EXHIBIT "B"
(Allocated Interests)

Parcel Designation	Potential Number of Units to Be Constructed on this Parcel	Allocated Interest in the Master Association	Votes Allocated to the Parcel in the Master Association (Note: Vote to be Weighed in accordance with Allocated Interest in accordance with Section 1.16 of the Declaration)
Parcel One	3	10.35%	1
Parcel Two	7	24.13%	1
Parcel Three-R	19	65.52%	3
Totals:	29	100%	5



LEGEND

- FOUND REBAR & ALUMINUM CAP, LS 20632
- FOUND REBAR & ALUMINUM CAP, LS 24954
- FOUND REBAR & ALUMINUM CAP, LS 31155
- FOUND ALUMINUM CAP IN CONCRETE, CAP ILLEGIBLE
- ⊙ FIRE PROTECTION SPRINKLER
- ASPHALT PAVEMENT
- INDICATES MASTER ASSOCIATION COMMON ELEMENT PLAT BOOK 1, PAGE 3674
- ▨ INDICATES MASTER ASSOCIATION LIMITED COMMON ELEMENT FOR PARCEL THREE-R PLAT BOOK 1, PAGE 3674
- ▧ INDICATES MASTER ASSOCIATION COMMON ELEMENT FOR BRIDGE EASEMENT PLAT BOOK 1, PAGE 3674

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. According to Flood Insurance Rate Map 08113C0300 C dated September 30, 1988, this parcel lies within Flood Zone "X" (Areas determined to be outside the 500-year flood plain).
2. Easement research from Land Title Guarantee Company, Order No. ABS86008787, Effective Date 03/04/2019 at 5:00 P.M.
3. Lineal Units U.S. Survey Feet.
4. Improvements shown are from 4/2007 ILC, lot is completely snow covered. There is no evidence visible of any changes to the lot from the site inspection on 3/18/2019.
5. The use of this Improvement Location Certificate by any person or entity other than the person or entity certified to without the express permission of San Juan Surveying is prohibited.

PROPERTY DESCRIPTION:

Parcel Three-R, Belvedere Park Condominiums, A Common Interest Community, according to the Map recorded June 15, 2006 in Plat Book 1 at page 3674, and as defined and described in the Declaration of Covenants, Conditions, and Restrictions (Belvedere Park Condominiums, a Colorado Common Interest Ownership Community) recorded June 29, 2004 under Reception No. 367339.

County of San Miguel,
State of Colorado

IMPROVEMENT LOCATION CERTIFICATE

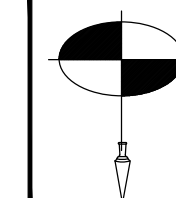
I hereby certify that this Improvement Location Certificate was prepared for Land Title Guarantee Company, Bariloche, LLC, and TCH Belvedere Phase Three, LLC, a Delaware Limited Liability Company, and that it is not a Land Survey Plat or Improvement Survey Plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines.

I further certify that the improvements on the above described parcel on this date, March 18, 2019, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated and, there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

Christopher R. Kennedy
Christopher R. Kennedy, P.L.S. 36577
03/27/2019



**IMPROVEMENT LOCATION CERTIFICATE
PARCEL THREE-R, BELVEDERE PARK CONDOMINIUMS**



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

DATE:	3/22/2019
JOB:	03110
DRAWN BY:	ESS
CHECKED BY:	CRK
REVISION DATES:	
SHEET:	1 OF 1

**TOWN OF MOUNTAIN VILLAGE COMMUNITY DEVELOPMENT CODE
INTERPRETATION**

TOPIC: Comprehensive Plan development table applicability to projects with approved development plans inclusive of Planned Unit Development approvals or Master Development Plans

QUESTION: we would like to request an official interpretation from you as is authorized by the CDC in regards to the applicability of the development table in the comp plan to Belvedere Phase Three-R in light of the Master Plan for Belvedere's existence.

INTERPRETATION:

_if additional background attached

In review of the 2011 Comprehensive Plan, build out analysis and the associated development tables, staff has analyzed and researched the parcels listed and also not listed in the three development tables found in the Comprehensive Plan (found on pages 52, 62, 66) as it pertains to existing approved development plans (like approved Planned Unit Developments) or approved master development plans. After careful analysis, I am providing this interpretation to create better development clarity as it relates the Tables' relevance to properties with approved development plans or approved master development plans. This interpretation applies specifically to Table 7. Mountain Village Center Development Table, Table 8. Town Hall Center Development Table and Table 9. Meadows Development Table.

Staff has discerned that properties that have existing approved development plans or approved master development plans were omitted from the tables. The rationale is that if there is an existing approved development plan or master development plan, the anticipated development is already perfected so to anticipate a different development would be in conflict with existing town approvals.

For example, Lots 152R & 126R (commonly called Rosewood) and Lot 109R (commonly called the Mountain Village Hotel PUD) had valid Planned Unit Developments and were therefore not included in the Table 7. nor were associated site specific principles, policies or actions noted in the Comprehensive Plan. The Elkstone property, Lot 600A, in the Town Hall Center, is similar in that it was subject to a Master Development Plan, contemplating phased development, and omitted from Table 8 for that reason.

In only one instance did staff find that there is a listed parcel/lot specifically in Table 7. called Parcel N, which is listed as Lot 27, technically called 27A, that is subject to a master development plan. Table 7. creates a direct conflict with the master development plan as it anticipates heights, densities and flagship hotel designations not previously anticipated or approved by the master development plan.

Staffs interpretation is that when there is an existing approved development plan (a site

specific development plan inclusive of a Planned Unit Development) or a master development plan) that Table 7., Table 8, or Table 9 as applicable, does not apply. Site specific policies, as applicable could apply through the density transfer and rezone process at council's discretion

For the purposes of amendment to such properties, Comprehensive Plan general conformance can be determined by the relevant sections of the Comprehensive Plan as a whole. Amendments to properties with existing development approvals would rely upon either the PUD criteria, as applicable, or the master development plan, as applicable. I view the inclusion of Lot 27A as an error in the table because it has an approved master development plan.

APPLICABLE CODE SECTIONS:

- See definition of Master Development Plan
- Definition of Site Specific Development Plan
- Tables 7,8 and 9 of the 2011 Comprehensive Plan
- See CDC Section 17.4.11.E(2) Master Development Plan
- See CDC Section 17.4.12.I.(6) Prior Approved PUD's
- CDC Section 17.4.12.N. Planned Unit Development Amendment Process

FILE OR CASE # REFERENCE (if any): _____

APPROVED BY: _____

Michelle Haynes,
Planning and Development Services Director

DATE: July 30, 2021



To: Mayor and Town Council

From: Jim Loebe

For: August 19th, 2021 Town Council Meeting

Date: August 12th, 2021

Re: Consideration of Adoption of the Trails Master Plan

The revised trails master plan, addressing several of council's concerns from the initial draft, was presented at the July 2021 regular meeting. Council found the revisions to be acceptable and recommended that the plan be brought up for formal adoption at the August meeting.

Proposed Motion:

I move to approve the plan as drafted.

OR

I move to approve the plan conditioned upon the following changes:

MOUNTAIN VILLAGE

TRAILS MASTER PLAN

MARCH 2020





ACKNOWLEDGMENTS

STAKEHOLDER COMMITTEE

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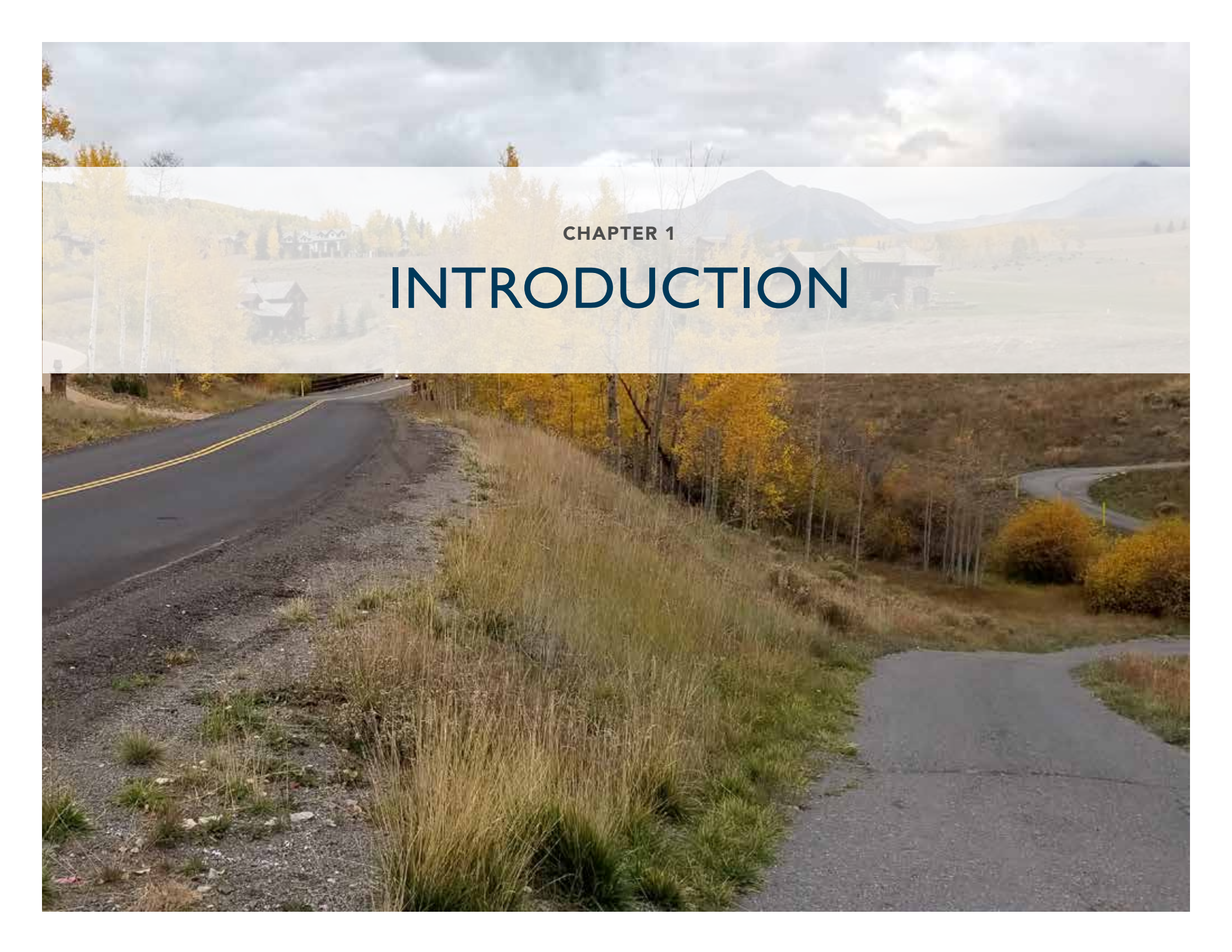
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The image is a composite of two photographs. The top photograph shows a wide, open landscape with rolling hills, scattered trees, and a few buildings in the distance. The sky is filled with heavy, grey clouds. The bottom photograph shows a close-up view of a paved road with a gravel shoulder, bordered by tall grasses and trees with yellow autumn foliage. A paved driveway or path branches off to the right.

CHAPTER 1

INTRODUCTION

INTRODUCTION COMPONENTS

PLAN CONTEXT

The Town of Mountain Village is located in southwest Colorado, in the heart of the San Juan mountains at 9,545 feet above sea level. Once ranch land, the area first became part of the Telluride Ski Resort in 1972. In the early 1980s, new owners established a European-style resort community as a Planned Unit Development (PUD) on 3.5 square miles of land that today comprise the town. Infrastructure, services, and amenities were provided by the Mountain Village Metropolitan District (MVMD), which also collected property taxes. Single-family estates were distributed around a commercial center (today known as Mountain Village Center), with a golf course and trail system, all interwoven through the natural landscape.

Over time, Mountain Village has evolved into a vibrant community where people come to live, work, and play in the beautiful San Juan mountains year-round. The town was incorporated in 1995 and the new government took over the role previously held by the MVMD, which was formally dissolved in 2007. Today Mountain Village is home to 1,500 full-time residents and sees over 300,000 visitors each year.



Mountain Village's location in the San Juan mountains offers its residents and visitors unparalleled access to outdoor recreation



PLAN CONTEXT – Introduces the Town of Mountain Village and the context for the plan.



COMPREHENSIVE PLAN – Briefly describes relevant aspects of the Mountain Village Comprehensive Plan.



PLAN PURPOSE – States the intent of the plan.

COMPREHENSIVE PLAN

Originally adopted in 2011 and amended in 2017, the Mountain Village Comprehensive Plan summarizes the visions and goals for the community and is intended to guide development for the next 30 years. The vision, goals, and objectives of the Trails Master Plan are aligned with, and in support of those outlined in Comprehensive Plan.

Comprehensive Plan goals that are relevant to active transportation and recreation include:

- Mountain Village is walkable and pedestrian-friendly;
- The transportation system effectively connects neighborhoods and destinations;
- Open space conservation and recreation enhances quality of life and contributes to the Mountain Village economy;
- Residents and visitors have access to a year-round, well-connected trail system;
- Recreation in Mountain Village is a complementary and non-competitive part of the regional recreation system;



A conceptual rendering from the Town Hall Subarea Plan envisions paved sidepaths along Mountain Village Blvd and a new community park (Image credit: AECOM)

- The Mountain Village transportation system is multi-modal, low-impact, environmentally-friendly, safe, and convenient.

The Mountain Village Comprehensive Plan includes subarea plans for its three activity centers. Relevant proposals from each subarea plan include:

Mountain Village Center

- A roundabout at Mountain Village Boulevard and Country Club Drive;
- A new pedestrian connection between Sunset Plaza and Heritage Plaza;
- Development of an improved wayfinding program, with a focus on directing visitors to key destinations.

Market Plaza

- A roundabout at Elk Pond;
- A community park at Elk Pond connected to Market Plaza by new pedestrian paths and a pedestrian tunnel under Mountain Village Boulevard;
- Eliminate the existing split roadway and reconstruct Mountain Village Boulevard as a two-way road.

Meadows

- Construct a paved shared use path connecting the Meadows to Mountain Village Center.
- Improve safety and efficiency of road intersections for all users.



New paved sidepaths on the south side of Mountain Village Blvd would connect users from the proposed park to the Town Hall (Image credit: OZ Architecture)

PLAN PURPOSE

Throughout Mountain Village’s development, trail integration, recreation, and open space preservation have been key guiding principles. Today, Mountain Village boasts more open space than the original PUD required; however, traveling between the residential areas and the community’s activity hubs, including Mountain Village Center, Market Plaza, and the Meadows, has become increasingly difficult for non-vehicle journeys due to increased traffic volumes and a lack of connected non-motorized facilities. Trail usage has also increased in recent years due to higher numbers of visitors in the greater region who recreate on the regional trail system. As the Town seeks to become a more established, year-round community—an overarching goal formalized in the Town’s Comprehensive Plan—addressing these challenges is key to its success. The purpose of the Trails Master Plan is to improve access and connectivity, for people walking and biking, both throughout the town and to the greater region.

By prioritizing the Trails Master Plan, Mountain Village is taking the first step needed to evaluate existing trail conditions and connections, and establish a prioritized plan to develop infrastructure that makes walking and bicycling feasible for both transportation and recreation. As the Plan is implemented, the expanded active transportation network will increase travel choice, and make Mountain Village a more attractive place to live, work and vacation. The Trails Master Plan has the potential to impact many important aspects of life in Mountain Village. Quality of life, tourism, transportation, recreation, and community health could all be improved by the continued development of a thoughtfully planned trail system. Specifically, these investments will also benefit the resident workforce population. Due to cost of living, resort communities are notoriously challenging to live in for the people needed to make them function. Walking and bicycling represent affordable transportation options, which could benefit the local workforce by reducing household expenses and freeing up parking and transportation capacity for visitors.

The Mountain Village Trails Master Plan consists of an existing trail system analysis and a robust public outreach process to determine the trail-related needs and desires of the community. This approach included an immersive, four-day “deep-dive” that combined focused participation by Town staff, the project team, and the public, and efficiently fostered a thorough understanding of trail planning issues in Mountain Village. In addition to the deep-dive public participation, the community was invited to participate via online engagement tools. This process resulted in recommendations that are tailored to the needs, goals, and objectives of the community. Recommendations include trail renovations, changes in trail management, policy proposals, and new trail construction. Ultimately, the Plan is a road map for implementation, providing the framework to build a world-class trail system in Mountain Village.



A paved shared use path leads to Heritage Plaza in the Mountain Village Center



CHAPTER 2

EXISTING TRAIL SYSTEM

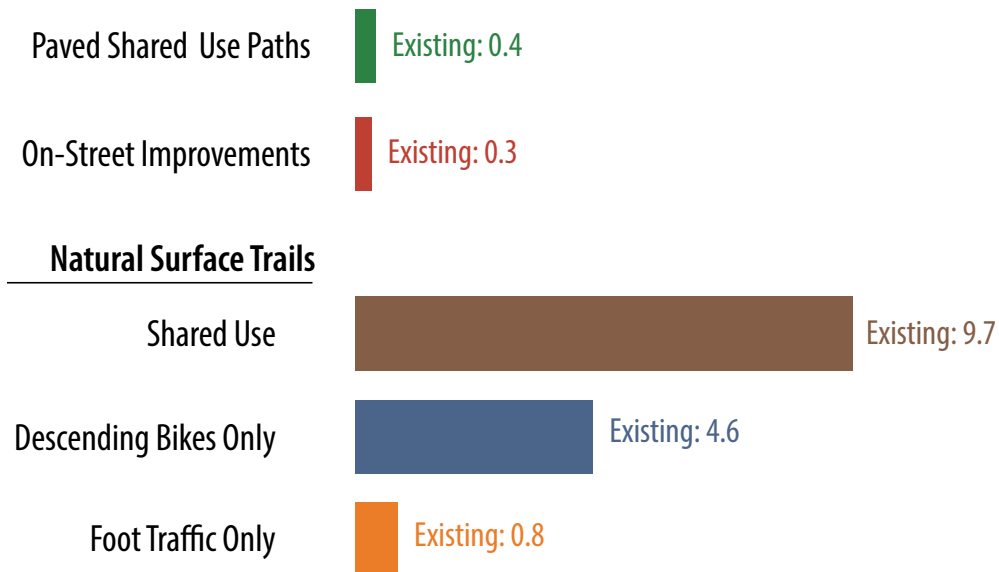


OVERALL EXISTING TRAIL SYSTEM

As of Summer 2018, the Town of Mountain Village existing trail system includes approximately 15.8 miles of formal trails within the municipal boundaries. Nearly half a mile are paved trails and 4.6 miles are part of the existing bike park, which is restricted to bikes traveling downhill. A 0.8 mile portion of the Ridge Trail is the only existing trail that is restricted to foot traffic only. The remaining 9.7 miles of trail are natural surface trails that are open to all non-motorized users.

Figure 2.1 illustrates the existing trail mileage by type. The overall existing trail system is displayed in Map 2.1 on page 2-6. This map and other maps in this plan display trails outside of the municipal boundaries that are not included in the trail mileages presented in Figure 2.1.

FIGURE 2.1. EXISTING TRAIL MILEAGE BY TYPE



EXISTING SYSTEM COMPONENTS



OVERALL SYSTEM – Describes the existing overall trail system.



TRAIL DESCRIPTIONS – Includes information for existing major trails.



WINTER ACCESS – Summarizes existing winter trail use and access.



WAYFINDING – Describes existing wayfinding infrastructure.



MAP 2.1 EXISTING TRAIL NETWORK*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village
- Shared Use Path
- On-Street Improvements
- NATURAL SURFACE TRAILS**
- Shared Use
- Descending Bikes Only
- Foot Traffic Only

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

TRAIL DESCRIPTIONS

Boulevard East Trail

The Boulevard East Trail is a paved sidepath that runs for approximately 0.4 miles adjacent to Mountain Village Boulevard between Market Plaza and Lost Creek Lane. There is one at-grade crossing of Mountain Village Boulevard with a striped crosswalk. Crossings of minor streets use the same striping pattern. Though there are a number of paved paths within Mountain Village Center, and portions of Mountain Village Boulevard east of Lost Creek Lane have sidewalks, there is no clear and consistent connection for users from the trail's eastern terminus to other destinations.



Boulevard East Trail

Boulevard West Trail

The Boulevard West Trail is a nearly 2 mile natural surface (gravel) trail that begins at the west entrance to Mountain Village and connects to the paved Boulevard East Trail at Market Plaza. The trail generally follows Mountain Village Boulevard, at times deviating into the trees so that it is not visible from the road. There are two at-grade crossings of Mountain Village Boulevard with striped crosswalks. Crossings of minor streets also have striped crosswalks. The Boulevard West Trail is open to all non-motorized users and is one of the few trails suitable for novice bicyclists. There are no connections to other trails from the trail's western terminus at State Highway 145.



Boulevard West Trail

Big Billie's Trail

Big Billie's Trail is a 3/4-mile natural surface (compacted soil and gravel) trail that connects Adams Ranch Road to Country Club Drive. The trail includes two legs that begin at Adams Ranch Road and connect at a ridge line. Big Billie's is a commuter route for employees who live in the Meadows and work in Mountain Village Center. It is open to all users, though hikers tend to use the eastern spur more frequently, which is narrower and has more switch backs. Much of the trail is exposed and some portions are highly eroded (see image below).

Meadows Trail

The Meadows Trail is a nearly mile-long natural surface (compacted soil) trail that runs along the ridge above Adams Ranch Road and Lawson Overlook. It terminates at Adams Ranch Road at the western end of the Meadows, approximately 450 feet shy of the Adams Ranch Road on-street improvements. Its western terminus is State Highway 145. Meadows Trail, a popular recreational trail, also serves as a commuter route for employees who live in Lawson Hill on the other side of SH 145. The majority of the trail is under forest cover and it is open to all users.



Big Billie's Trail

Adams Ranch Road On-Street Improvements

The quarter-mile portion of Adams Ranch Road that runs through the Meadows has on-street improvements in the form of sidewalks and some bike lanes. The sidewalks provide dedicated space for pedestrians from the western end of the Meadows to the Meadows parking lot and the Chondola station (which provides access to Mountain Village Center during the winter). Signage directs bicyclists to use the bike lanes, where they exist, or use the vehicle travel lane.



Meadows Trail



Adams Ranch Road On-Street Improvements

Jurassic Trail

The Jurassic Trail is a natural surface (compacted soil) trail that runs for 0.7 miles between Big Billie's Trail to the west and Boomerang Trail and Country Club Drive to the east. It is open to all users, but is particularly popular with mountain bikers. It is less exposed than Big Billie's Trail and for this reason is sometimes used by commuters as an alternative to Big Billie's.

Boomerang Trail

Boomerang Trail is an old mining road, now open to all non-motorized users, that connects Country Club Drive and Jurassic Trail to the Valley Floor. As of 2018, it is the only formal trail to the Valley Floor and Telluride that does not cross the highway. However, due to steep terrain and high erosion, it is a challenging route for bicyclists and hikers alike.

Village Trail

Village Trail is a natural surface (compacted soil) trail open to all users, approximately 1.5 miles of which is within the boundaries of Mountain Village. It begins at the ski bridge across Mountain Village Boulevard near Prospect Creek, continues southeast, and eventually beyond Mountain Village onto land owned by the US Forest Service.

Prospect Trail

Prospect Trail is a natural surface (compacted soil) trail open to all users, approximately 1.5 miles of which is within the boundaries of Mountain Village. It connects to the Boulevard Trail at Market Plaza and continues south where it extends beyond Mountain Village onto US Forest Service land.

Ridge Trail

The Ridge Trail is a foot traffic-only trail that originates near the Mountain Village Center gondola station and continues to the San Sophia gondola station. Approximately 0.8 miles of the trail is within the Mountain Village municipal boundaries; the remainder of the trail is on US Forest Service land.



Boomerang Trail



Village Trail

Bike Park Trails

Approximately 4.6 miles of bike park trails are within Mountain Village. These trails are maintained and operated by Telluride Ski and Golf (TSG) and are open only to descending bikes, or those traveling in the downhill direction. Many of these trails terminate at the Mountain Village Center gondola station. As of 2019, TSG is expanding the bike park trails and will require users to purchase a park pass to access the park trails.

Informal Trails (Social Trails/Desire Lines)

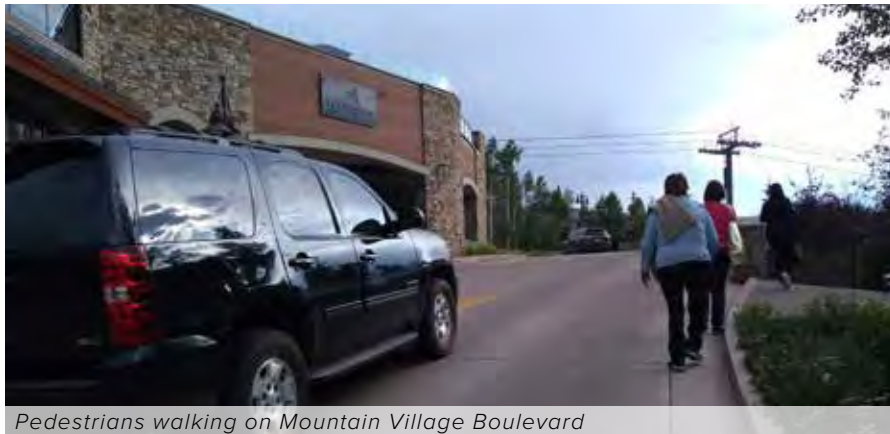
There are a number of informal trails throughout the Town of Mountain Village. Such trails typically form where people would like to walk or bicycle, but where no formal trail exists. Because informal trails are not designed or constructed using proper trail-constructing methods, they are often vulnerable to erosion and may traverse environmentally-sensitive areas. Building formalized trails that provide good connectivity to destinations can reduce the presence of and need for informal trails.

Roadways

The majority of the roads in Mountain Village lack dedicated space for pedestrians and bicyclists, yet there is a clear demand for walking and biking. Where no trail or on-street improvement exists (or where clear wayfinding to nearby trails is lacking), many people simply walk or bicycle on the road. This poses a safety issue, particularly on Mountain Village's curvilinear roads where visibility is often limited.



TSG Bike Park trail



Pedestrians walking on Mountain Village Boulevard



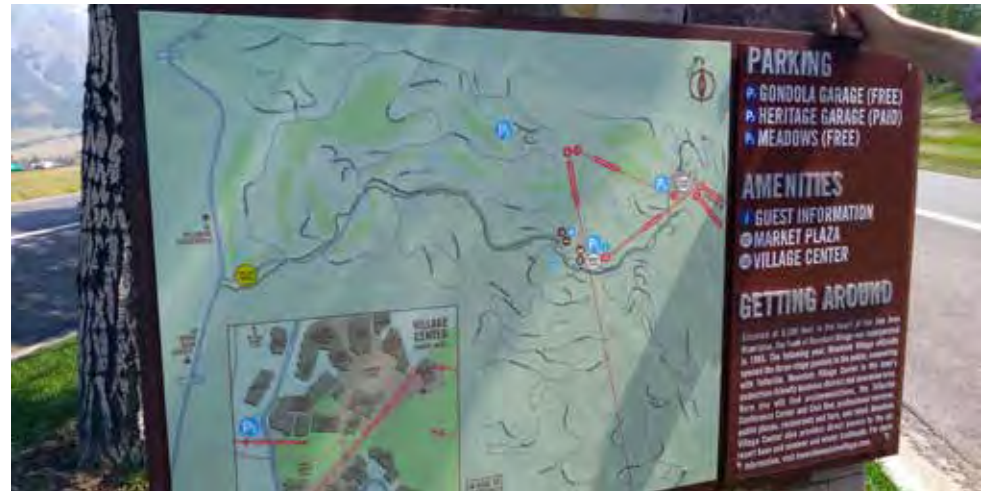
Gravel shoulders on San Joaquin Rd

WINTER ACCESS

As of 2019, some winter trail opportunities do exist in Mountain Village. The paved Boulevard East Trail is plowed from Market Plaza to Village Center and the natural surface Boulevard West Trail is groomed for nordic skiing. Several nordic trails are also groomed on the golf course during the winter.

WAYFINDING

The Town of Mountain Village has some trail wayfinding in the form of trail signage and trail map pamphlets, but discussions with the general public and stakeholders revealed that it is generally insufficient for visitors to effectively navigate the system. Signage is also inconsistent in style and type, which can be confusing for users. A major trails wayfinding update consistent with the Town's current design guidelines is currently underway and is scheduled to be completed in 2020.



A map kiosk at the entrance to Mountain Village



Wayfinding sign on Meadows Trail with destination distances



Wayfinding sign with trail etiquette rules on Boulevard West Trail



Wayfinding sign with trail map on Boulevard West Trail

The image is a landscape photograph. The top portion shows a dirt path leading through a field of tall, dry grass. In the background, there is a dense line of trees, including evergreens and deciduous trees, under a clear blue sky. The bottom portion of the image shows a similar scene with a dirt path winding through a field of tall grass and some green shrubs. The overall scene is a natural, outdoor setting.

CHAPTER 3

**PUBLIC OUTREACH,
OPPORTUNITIES,
AND CONSTRAINTS**

OUTREACH, OPPORTUNITIES, AND CONSTRAINTS COMPONENTS



IN-PERSON OUTREACH – Describes the various in-person engagement methods and summarizes the results.



ONLINE OUTREACH – Summarizes the results of the online input map.

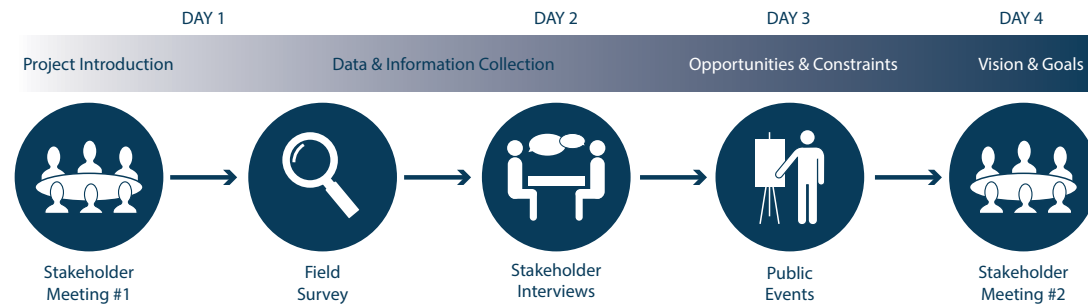


OPPORTUNITIES AND CONSTRAINTS – Identifies the opportunities and constraints that emerged from the public outreach process.

IN-PERSON OUTREACH

Acquiring a thorough understanding of the Mountain Village community’s needs and desires concerning trails is an integral component of the planning process. In-person engagement centered around an immersive four-day “deep dive” outreach session in which Alta staff surveyed the trails, met with stakeholders, and facilitated activities to gather public input. Figure 3.1 illustrates the structure of the deep dive and the purpose of each activity.

FIGURE 3.1 DEEP DIVE



Stakeholder Meeting #1

Alta met with the stakeholder group to introduce the project and planning process. The group was a broad coalition of representatives from organizations invested in Mountain Village trails. They provided initial information regarding context and trail issues in Mountain Village.

Field Survey

Alta surveyed Mountain Village trails with Town staff to obtain a detailed understanding of existing trail features, locations, usage, and conditions. This included walking and biking some of the trails and scouting potential alignments to gain a true impression of their characteristics.

Stakeholder Interviews

Alta conducted interviews with individuals from the stakeholder group to gain an in-depth understanding of their various perspectives on trails in Mountain Village. Questions focused on the definition of “trail” and what it means for the Mountain Village community, the desired impact of the Trails Master Plan, and the opportunities and constraints facing trail development in Mountain Village. Interviewees included representatives of:

- Telluride Ski & Golf
- Town of Mountain Village Homeowners’ Association
- Telluride Mountain Club
- San Miguel Authority for Regional Transportation (SMART)
- Town of Mountain Village Council
- US Forest Service
- San Miguel Bike Alliance
- Town of Mountain Village Planning Division
- Boot Doctors (Local Bike Rental Business/Outfitter)
- Telluride Sports (Local Bike Rental Business/Outfitter)

Public Events

Alta staffed an information booth with interactive activities at two public events on Wednesday, August 15, 2018: the Market on the Plaza and the Sunset Concert. Event attendees and passersby were invited to participate by adding notes to a large vinyl floor map of Mountain Village. Different colored post-it notes were used to denote trail, pedestrian, or bicycle-specific comments, and are recreated in Map 3.1 on page 3-16.

The booth also included boards with images of different trail types and trail amenities that allowed participants to “vote” for their preferred type using stickers. Alta staff were on hand to explain the activities, discuss the plan, and answer questions. They also distributed flyers with links to the project webpage, the online input map, and the online survey.



Field survey



Information booth at the Sunset Concert

Figures 3.2 and 3.3 display the types of trails and trail amenities that the public event participants preferred. For trail amenities, people indicated that they prefer maps and map kiosks, standard bike racks, and wayfinding signs. For trail types, they selected asphalt trails, crushed stone trails, bike lanes, sidewalks, and pedestrian lanes.

FIGURE 3.2 PREFERRED TRAIL AMENITIES

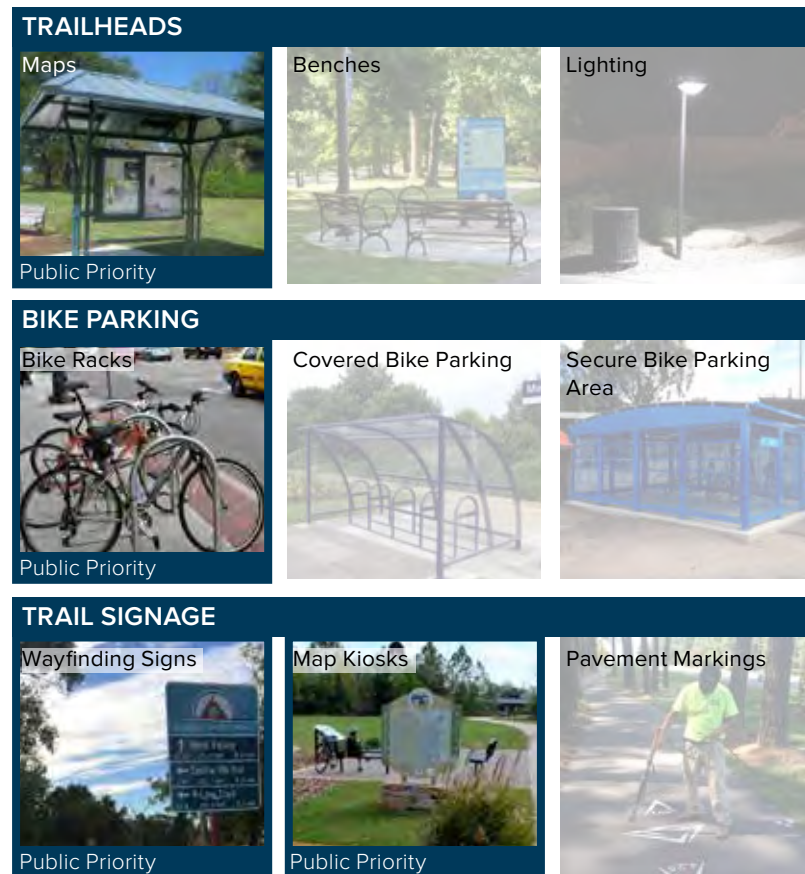
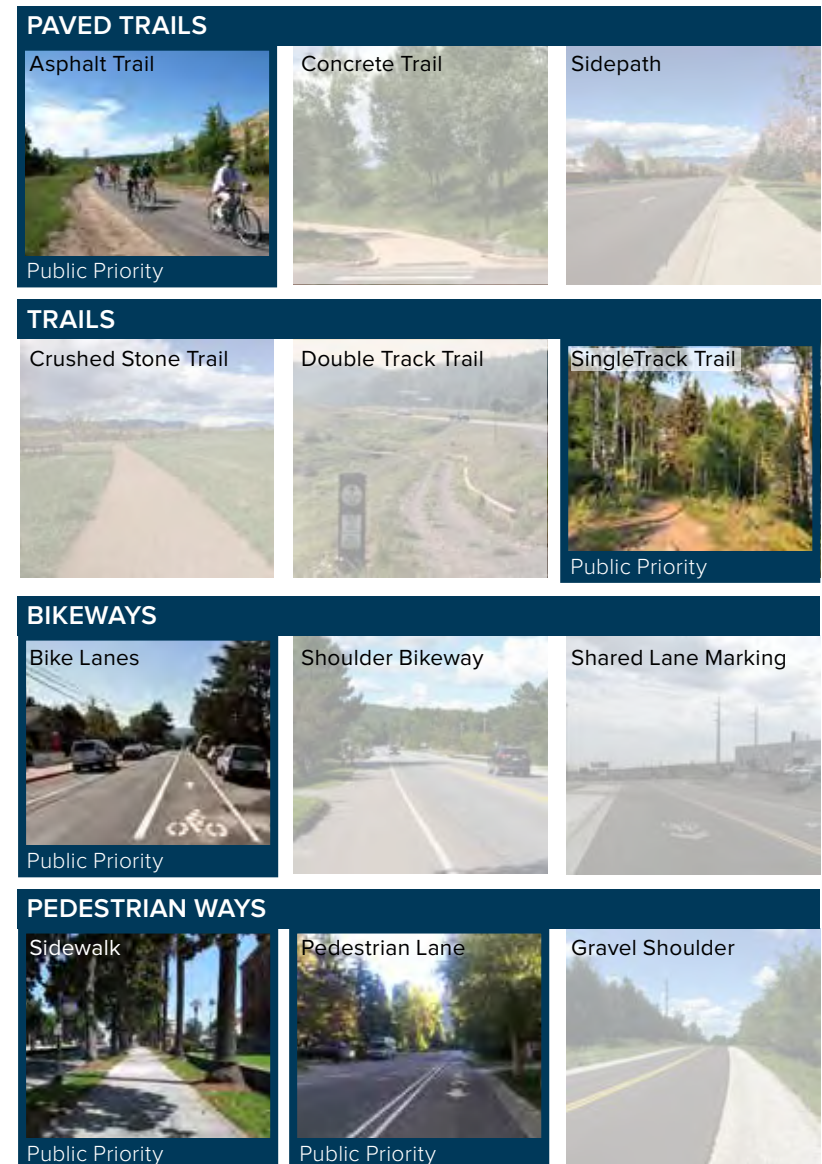


FIGURE 3.3 PREFERRED TRAIL TYPES



ONLINE ENGAGEMENT

Online engagement was an important component of the Trails Master Plan outreach approach, as it allowed people who did not attend the in-person events to provide their input. Two online engagement tools were developed for the plan: an online input map and an online survey.

Online Survey

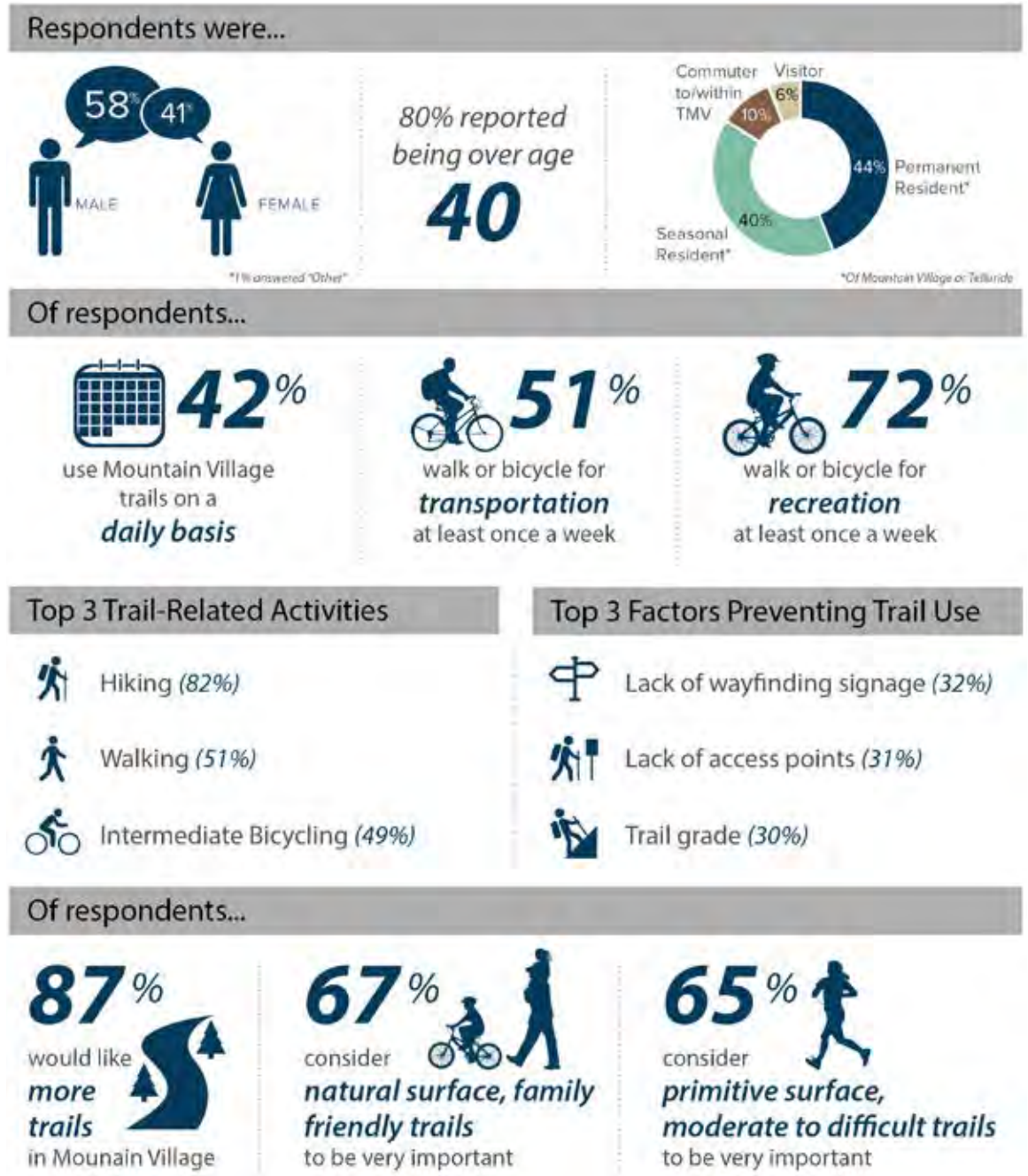
The online survey was available for approximately one month over August and September of 2018 and received 280 responses. The link to the survey was distributed at the public events and through email blasts and newsletters. Participants were asked a series of questions about how they use trails in Mountain Village, their opinions regarding trails, and the type of trail improvements they would like to see.

Figure 3.4 summarizes some of the survey results. Generally, survey respondents use Mountain Village trails frequently, especially for hiking. A large majority would like to see more trails in the community, particularly natural surface trails for all abilities.

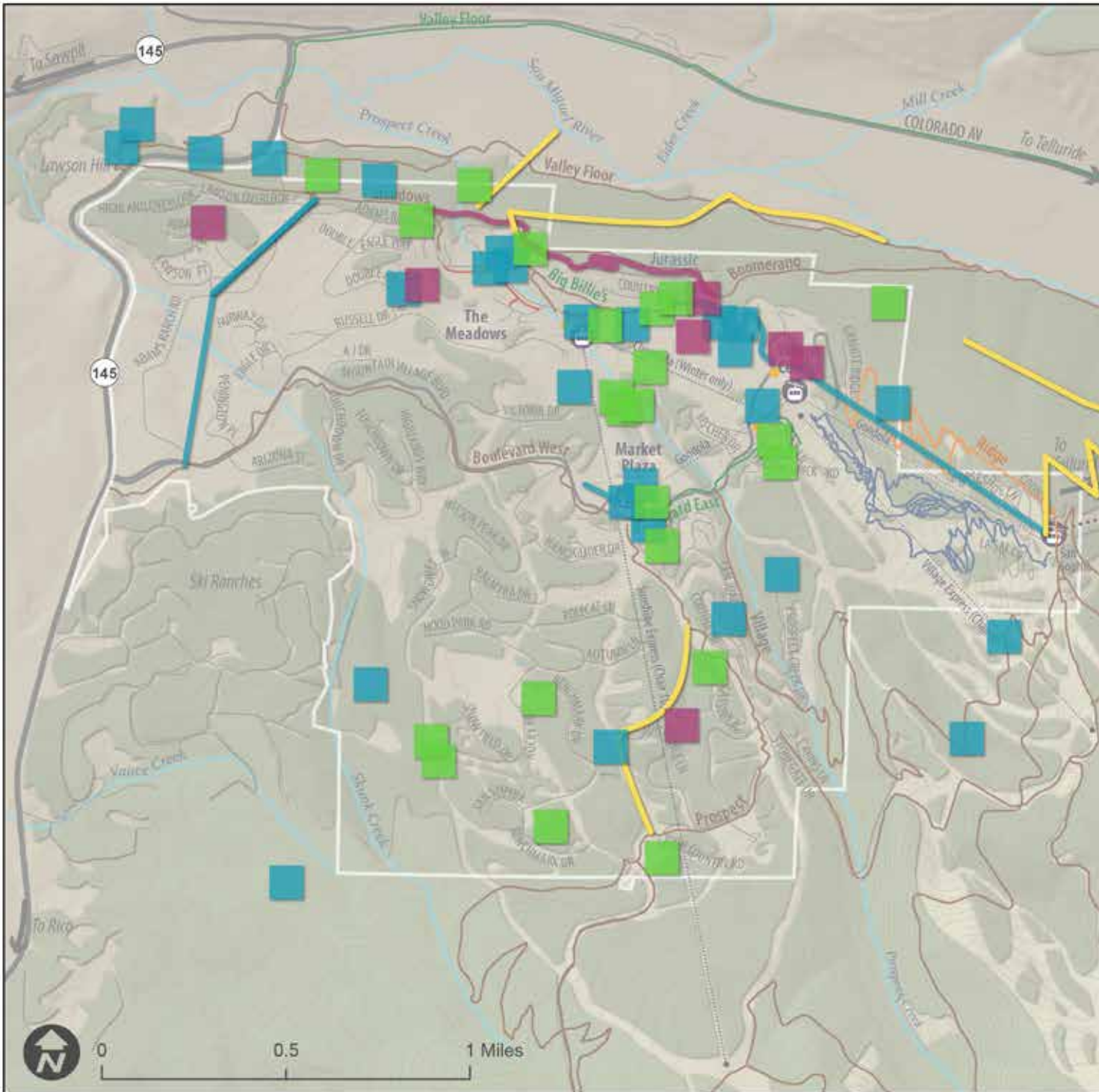
Online Input Map

The online input map was live concurrently with the survey and allowed users to draw lines and add comments relating to walking, bicycling, and trails on a map of Mountain Village. Comments were categorized depending on whether they pertained primarily to walking or bicycling issues. Users also had the ability to add comments with suggested improvements. The online input map comments are incorporated into Map 3.1 with the results of the in-person outreach events.

FIGURE 3.4 ONLINE SURVEY RESULTS SUMMARY*



*The survey allowed people to skip questions. Percentages refer to the percentage of people who answered that particular question rather than total survey participants.



MAP 3.1 PUBLIC INPUT*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

- Shared Use Path
- On-Street Improvements

NATURAL SURFACE TRAILS

- Shared Use
- Descending Bikes Only
- Foot Traffic Only

COMMENT TYPE

- Trail Improvement
- Pedestrian Improvement
- Bicycle Improvement

ONLINE INPUT COMMENTS

- Walking
- Bicycling
- General Suggestion

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

Stakeholder Meeting #2

Culminating the deep dive, Alta met with the stakeholder group for a second time to review the information that had been gathered over the preceding days. Alta presented the findings of the field survey, stakeholder interviews, and public outreach events, and what they perceived to be the opportunities and constraints facing Mountain Village trails. A revised set of opportunities and constraints are presented in the following section and in Map 3.2.

Alta also led a visioning and goals exercise with the stakeholder group. Stakeholders were asked to write down their desired results for Trails Master Plan. The proposed goals were then discussed and organized. The activity provided Alta with the information necessary to develop a vision, goals, and objectives for the Plan, which ultimately guided development of the recommendations. The Plan vision and goals are presented in Chapter 4.

OPPORTUNITIES AND CONSTRAINTS

Opportunities are the existing assets that can be leveraged to improve the Mountain Village trails system. Constraints are the barriers that need to be addressed to achieve this goal. While there are significantly more constraints than opportunities listed on Map 3.2, this is not necessarily unfavorable, as many constraints can become assets with dedication and proper planning. In addition, a significant opportunity that is not depicted in the map, but was made clear during the outreach activities, was that the Mountain Village community is overwhelmingly supportive of trails and the idea of building more. With this mindset, Mountain Village is well-positioned to address the constraints identified here.

OPPORTUNITIES

- 1 A historic railroad bench above CO 145 may provide sufficient space for a new trail.
- 2 The Boulevard Trail is the spine of the community trail system that provides connections to other trails and activity centers and is a comfortable route for novice bicyclists.
- 3 The Ski Ranches trail network offers potential connections.
- 4 The informal Stegosaurus trail represents a potential solution to eliminate conflicts between bicyclists and hikers on Jurassic Trail.
- 5 Non-TSG privately owned space may afford additional local and regional trail connections

CONSTRAINTS

- 1 Boulevard Trail ends at CO 145 with no connections other than the highway.
- 2 Bicyclists trying to reach the Valley Floor and Telluride often travel along CO 145, a high-speed, heavily trafficked highway with multiple blind spots and narrow shoulders, creating potentially hazardous situations.
- 3 Trail users wishing to access Lawson Hill must cross high-speed highway traffic at a blind curve.
- 4 Adams Ranch Rd is used frequently by pedestrians and bicyclists but has no dedicated space for non-motorized users.
- 5 There are frequent user conflicts on Jurassic Trail between downhill bicyclists and other trail users.
- 6 Country Club Road and Mountain Village Boulevard lack comfortable bicycle and pedestrian accommodations connecting Village Center to Jurassic Trail, Big Billies , and The Meadows.
- 7 The golf course is an obstacle to connectivity between the Meadows and the Village Center and Town Hall/Market Plaza.
- 8 Boomerang is one of the few trail connections to Telluride, but is uncomfortable even for experienced mountain bikers due to steep and rocky terrain.
- 9 High volumes of mountain bikers entering the Heritage Plaza create conflicts with pedestrians.
- 10 San Joaquin and Benchmark have moderate levels of bikers and walkers but lack dedicated facilities.
- 11 High speed mountain bikers on Village Trail often conflict with hikers or uphill users.
- 12 No intuitive connection between Mountain Village Center and Boomerang / Meadows / Big Billies



TRAILS

MASTER PLAN

MAP 3.2 OPPORTUNITIES AND CONSTRAINTS*



- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village
- Shared Use Path
- On-Street Improvements
- NATURAL SURFACE TRAILS**
- Shared Use
- Descending Bikes Only
- Foot Traffic Only
- Opportunity
- Constraint

CHAPTER 4

RECOMMENDATIONS



PLAN VISION AND GOALS

The Trails Master Plan vision and goals were developed with input from the general public and stakeholders collected during the deep dive, as described in Chapter 3. The Plan vision is an aspirational statement describing the future Mountain Village trails system. The Plan goals are steps that will help to achieve that vision. Each goal also includes objectives, that when implemented, will contribute to the goal. The vision and goals guided the development of the plan recommendations.

VISION: The Town of Mountain Village has a world-class trail system that is sustainable, safe, and accessible for all users. It is both a viable transportation system and an enjoyable recreational asset for those who live, work, and play in Mountain Village.

GOAL: Connectivity



Develop a thoroughly connected trail system that can be used for a variety of trips.

Objective 1.1

Connect the trail system to neighborhoods and major community nodes such as Market Plaza, Village Center, and the Meadows.

Objective 1.2

Integrate the trail system with the broader regional trail network.

Objective 1.3

Integrate the trail system with other transportation modes including local bus routes and the Gondola.

RECOMMENDATION COMPONENTS



VISION AND GOALS – Introduces the plan vision, as well as plan goals and objectives.



FACILITY TYPES – Describes and defines a variety of trail facility types that are included in the recommendations.



FACILITY RECOMMENDATIONS – Presents recommendations for new trail facilities and trail facility improvements.



POLICY RECOMMENDATIONS – Presents policy recommendations that will support the facility recommendations.



PUBLIC OUTREACH – Summarizes the public outreach for the proposed vision, goals, and recommendations.

GOAL: Safety



Ensure that trail users feel safe and protected when on Mountain Village Trails.

Objective 2.1

Manage and design trails to limit conflicts between non-motorized trail users.

Objective 2.2

Design trail and roadway intersections to maximize the safety of trail users.

GOAL: Navigation



Develop a system of trails and supporting infrastructure that promotes effortless navigation of the trail system.

Objective 4.1

Provide seamless connections to destinations with consistent and recognizable infrastructure.

Objective 4.2

Develop a comprehensive wayfinding signage system that guides bicyclists and pedestrians throughout Mountain Village.

GOAL: Recreation



Provide a variety of year-round trail experiences that server users of all ages and abilities.

Objective 3.1

Develop a system of trails that provides transportation and recreation opportunities for varying types of trail users (hikers, mountain bikers, Nordic skiers, etc.) and ability levels.

Objective 3.2

Develop a trail system that provides transportation and recreation opportunities through all seasons.

GOAL: Sustainability



Develop a sustainable trail system that respects and benefits Mountain Village's unique alpine environment.

Objective 5.1

Develop a trail system that encourages people to walk or bicycle for transportation instead of driving.

Objective 5.2

Construct and maintain trails according to sustainable trail planning and construction best practices to limit environmental impacts.

GOAL: Partnerships



Collaborate and maintain partnerships with neighboring jurisdictions, Telluride Ski and Golf, and federal agencies to realize shared interests regarding trails.

Objective 6.1

Pursue collaborative funding strategies to support implementation of the trail system.

Objective 6.2

Seek out collaborative solutions that protect the interests of all partners whenever possible.

Objective 6.3

Coordinate with partners to promote development of the regional trail network.

SHARED USE PATH/SIDEPATH



Boulevard Trail East is a shared use path that is also considered a sidepath because it is adjacent to Mountain Village Blvd.

NATURAL SURFACE TRAIL



Big Billie's Trail is a natural surface trail that is currently open to all non-motorized users.

FACILITY TYPES

Infrastructure improvements fall into one of two categories: linear facilities, which include paths, trails, and on-street improvements; and spot improvements, such as grade-separated crossings and crosswalks.

Linear Facilities

Shared Use Paths

Shared use paths are typically paved, eight- to twelve-foot wide facilities designed to accommodate people walking, bicycling, and using wheelchairs and other active transportation modes. Shared use paths are physically separated from roadways, in their own right-of-way. Shared use paths can serve both transportation and recreation purposes.

Sidepaths are shared use paths that run parallel to a road in shared right-of-way. Sidepaths are similar to shared use paths but present challenges at roadway intersections. The paved section of the Boulevard Trail is considered a sidepath due to its adjacency to Mountain Village Boulevard.

In areas where a shared use path is needed, but a concrete or asphalt surface is undesirable, crusher fine can be used instead of pavement.

Natural Surface Trails

Natural surface trails are pathways composed of compacted native soil or gravel. They can be designed and managed to service a wide variety of users or a select few. Different types of natural surface trails include:

Shared Use - Shared use natural surface trails are open to all non-motorized users, which typically includes mountain bikers and hikers or pedestrians.

Foot Traffic Only - “Foot traffic only” trails are open only to hikers or pedestrians. These trails can include characteristics not found on trails that allow bicyclists, such as narrow tread widths, stairs, and tight switchbacks.

Descending Bikes Only - Descending bike only trails are trails designated exclusively for bicyclists riding in the downhill direction. This management strategy may be employed to provide a better experience for bicyclists or to address safety concerns relating to differences in user speeds.

Uphill Bike/Multi-Directional Hike - These natural surface trails permit hikers to travel in either direction while bicyclists are only permitted to travel in the uphill direction. Due to the similar speeds of uphill bicyclists and hikers, this management strategy allows both users to occupy the same trail without compromising the experience or trail safety of the other.

On-Street Improvements

On-street improvements are facilities for bicyclists and pedestrians that are constructed as part of the roadway surface. For this plan, these improvements include wide shoulders and advisory shoulders.

Wide Shoulders - Wide shoulders provide usable space for pedestrians and bicyclists to travel on roads with a striped centerline. Shoulders can also be utilized by emergency and maintenance vehicles. The shoulder is designated by a solid white line. According to the *AASHTO Guide for the Development of Bicycle Facilities*, paved shoulders that are designed to accommodate bicyclists should be at least four feet wide. In many contexts, shoulders may also be utilized by pedestrians.

Advisory Shoulders - Advisory shoulders provide usable space for pedestrians and bicyclists to travel on two-way roads that lack a centerline and are otherwise too narrow to accommodate striped shoulders. Advisory shoulders are designated with dashed white lines to indicate the preferred travel space for non-motorized users. Motorists may move into the advisory shoulder when passing an on-coming vehicle, but only when no pedestrians or bicyclists are present.



OVERCROSSING



Overcrossings are grade-separated trail crossings over obstacles such as roads, other paths, streams, or wetlands.

UNDERCROSSING



Undercrossings are grade separated trail crossings under obstacles such as roads and other paths.

Spot Improvements

Grade-Separated Crossings

Overcrossing - An overcrossing is a crossing that passes over a roadway at an elevated grade, allowing for the uninterrupted movement of users in both directions.

Undercrossing - An undercrossing is a crossing that passes under a roadway at a submerged grade, allowing for the uninterrupted movement of users in both directions.

Crosswalk Improvements

Crosswalks are facilities that are designed to facilitate the crossing of pedestrians and bicyclists at-grade with existing roadways. Crosswalks typically include roadway striping and signage, but can be enhanced with traffic signals, flashing beacons, raised medians or refuge islands, and high-visibility pavement markings.

CROSSWALK



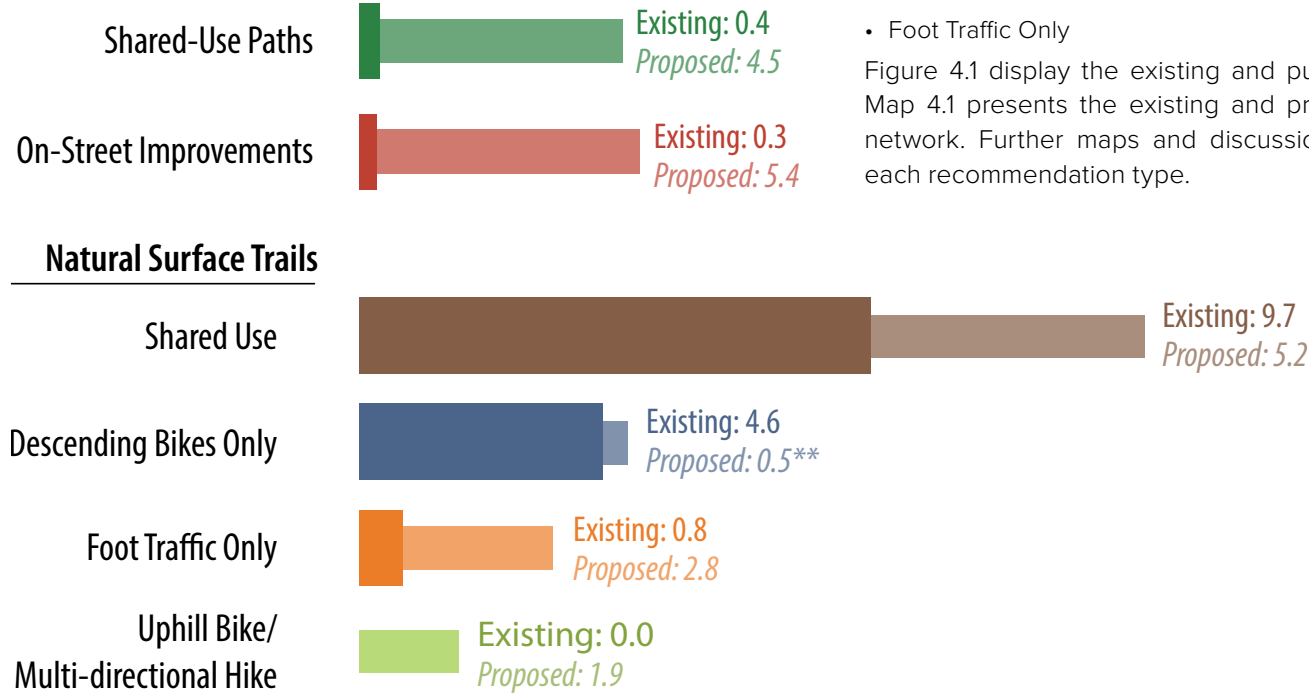
Crosswalk improvements can include pavement striping, curb ramps, striping, signage, and flashing beacons, among others.

FACILITY RECOMMENDATIONS

Overall Trail System

The plan proposes the addition or renovation of nearly 20 miles of trails in Mountain Village. The construction of new trails, in addition to improvements to existing trails and roadways, will enhance the comfort and safety of trail users.

FIGURE 4.1. EXISTING AND PROPOSED TRAIL MILEAGE BY TYPE*



Recommendations are separated into three categories: **Shared Use Paths (Paved)**, **On-Street Improvements**, and **Natural Surface Trails**. Natural Surface Trails are further categorized into the following sub-groups:

- Shared Use
- Open to Uphill Bike/Multi-Directional Hike
- Descending Bikes Only
- Foot Traffic Only

Figure 4.1 display the existing and purposed mileage by trail type. Map 4.1 presents the existing and proposed Mountain Village trail network. Further maps and discussion provide more detail about each recommendation type.

*Mileage is approximate and includes only trails or portions of trails within the Mountain Village municipal boundaries. Some proposed trails are modifications to existing trails either by routing or by type. Existing trails and proposed trails do not equal the trail system at full build-out.

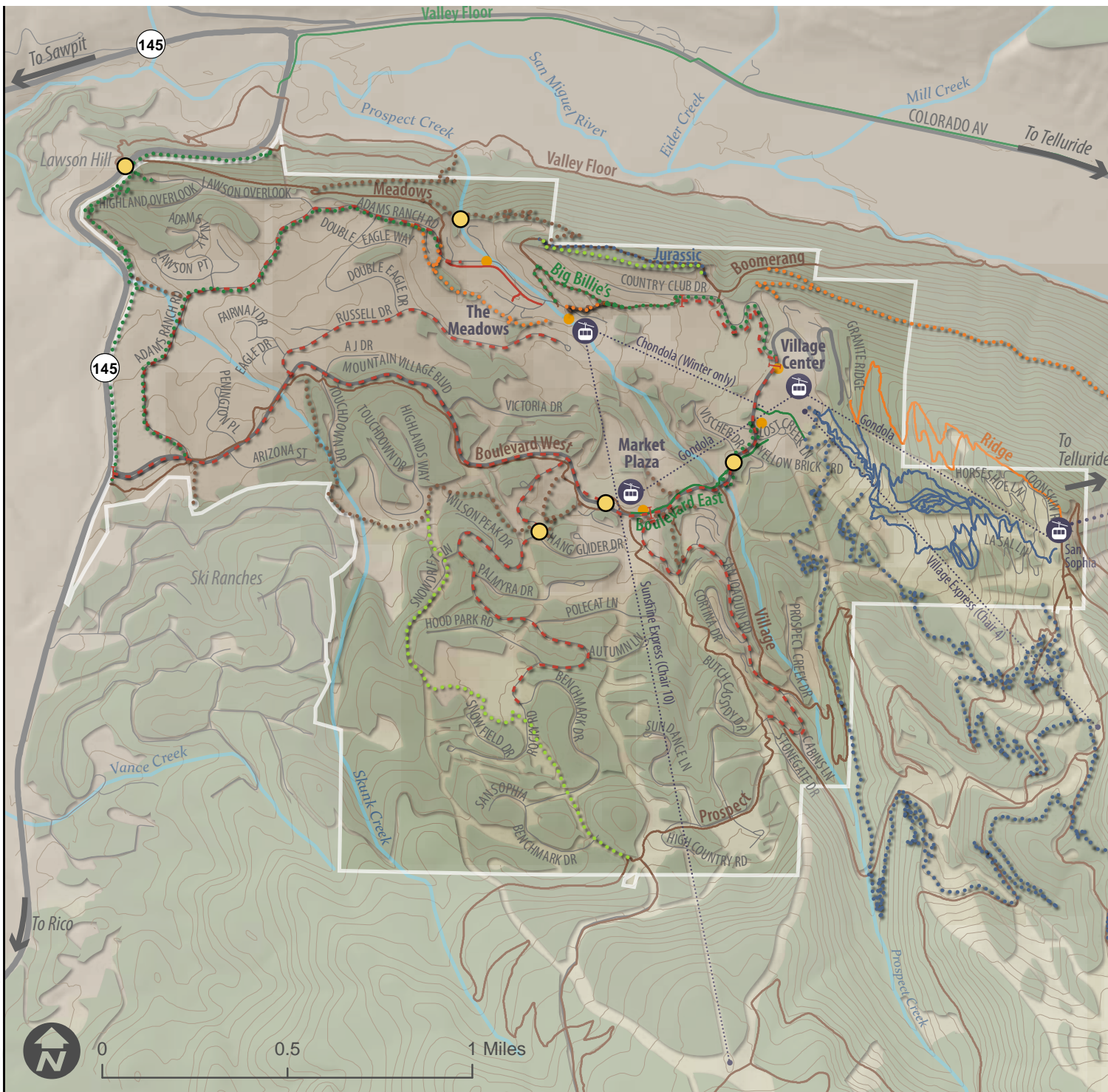
** Does not include Telluride Ski and Golf proposed trails that will be accessible only with the purchase of bike park pass.



TRAILS

MASTER PLAN

MAP 4.1 EXISTING AND PROPOSED TRAIL NETWORK*

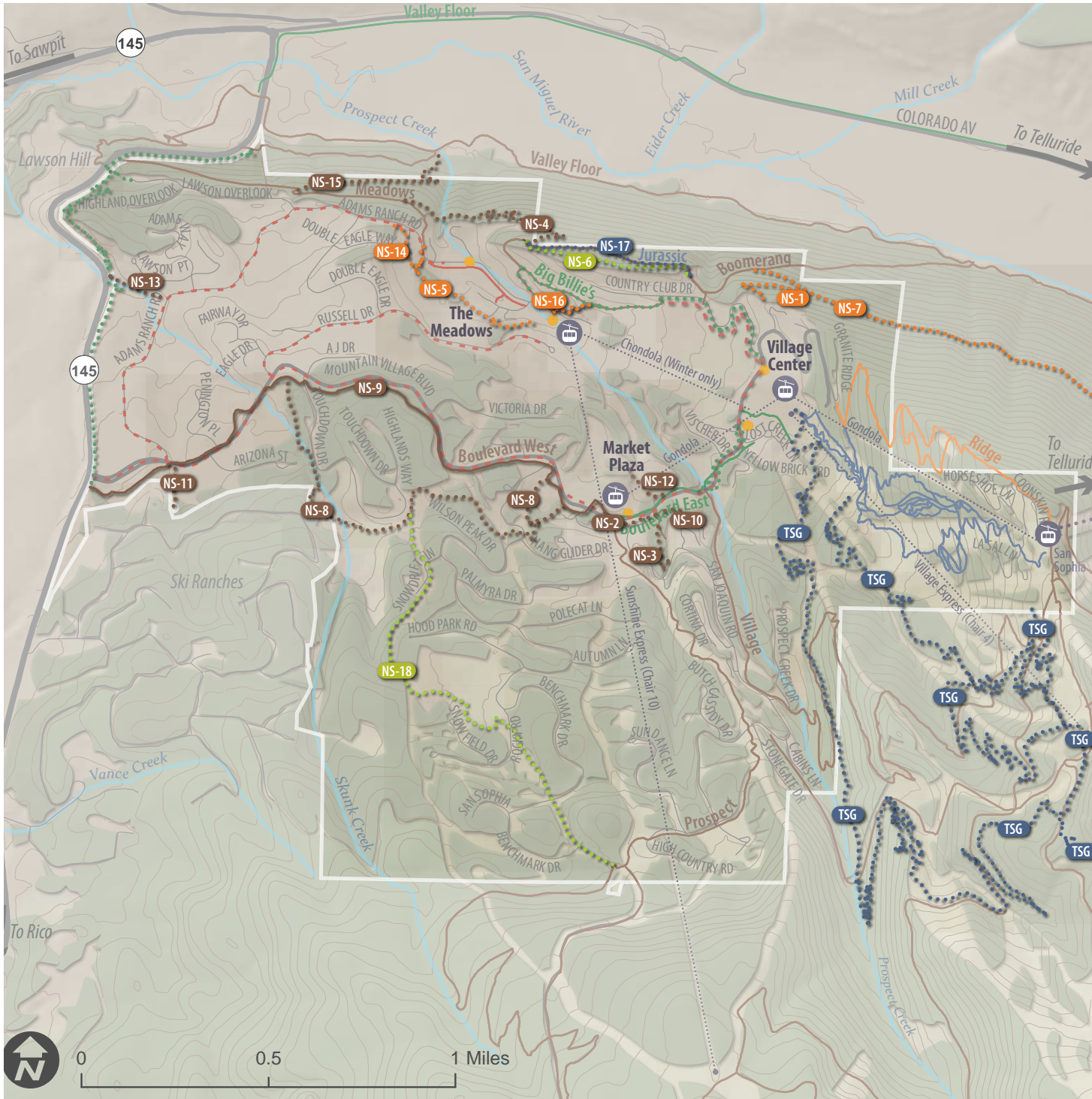


- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
 - Proposed
 - Shared-Use Path
 - On-Street Improvements
-
- ### NATURAL SURFACE TRAILS
- Shared Use
 - Uphill Bike/
Multi-Directional Hike
 - Descending Bikes Only
 - Foot Traffic Only
 - Proposed Spot Improvement

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.



MASTER PLAN

MAP 4.1 EXISTING AND PROPOSED TRAIL NETWORK*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
- Proposed
- Shared Use Path
- On-Street Improvements

NATURAL SURFACE TRAILS

- Shared Use
- Uphill Bike/ Multi-Directional Hike
- Descending Bikes Only
- Foot Traffic Only
- Proposed Spot Improvement

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

Natural Surface Trail Improvements

Natural surface trails comprise the majority of existing and proposed trail types in Mountain Village. These types of trails provide a naturalistic user experience and align with the town’s rural resort character. Currently, most natural surface trails in Mountain Village are open to all non-motorized users and are multi-directional.

The natural surface trail recommendations in this plan include the construction of several new natural surface trails, as well as improvements and changes in management to existing facilities. To minimize ongoing maintenance and to maximize user experience and sustainability, new natural surface trails should be designed and constructed by experienced trail builders. Suggested trail improvements include user and directional management strategies to reduce conflicts, improve safety, and provide connections to key

destinations in the area. Natural surface trail types include: Shared Use (open to all non-motorized users), Open to All Uphill Users/ Downhill Bikes Prohibited, Downhill Bikes Only, and Foot Traffic Only.

Table 4.1 includes each natural surface trail improvement with a description of the project, trail length, tread width, and potential stakeholders and partners. All natural surface trail improvements are also illustrated in Map 4.2 and labeled with their trail identification number. Proposed trails that are part of the Telluride Ski and Golf new bike park development are included in the map and are labeled “TSG”. Such trails will be open to descending bikes only with the purchase of a bike park pass and are included in the map for reference purposes only.

TABLE 4.1 NATURAL SURFACE TRAIL IMPROVEMENTS

Trail ID	Trail Name	Trail Type	Description	Tread Width	Length (miles)	Stakeholders/ Partners
NS-1	See Forever Hiking Trail Connector	Natural Surface- Foot Traffic Only	Natural surface trail connecting See Forever Plaza to future O’Reilly Trail.	30”	0.3	Private landowners
NS-2	Bear Creek to Market Plaza	Natural Surface - Shared Use	Natural surface trail connecting the existing Beark Creek Lodge trail along the south side of Mountain Village Boulevard to the existing crosswalk at Market Plaza.	40”	0.1	TSG, USFS, TMVOA
NS-3	Bear Creek Extension	Natural Surface - Shared Use	Natural surface trail connecting the existing Beark Creek Lodge trail up to San Joaquin Rd to serve as a potential bypass for bicyclists and pedestrians walking along San Joaquin. This would allow bicyclists and pedestrians to by-pass the constrained S-curves on lower San Joaquin.	40”	0.1	TMVOA
NS-4	Meadows Express	Natured Surface- Shared Use	Natural surface trail connecting Jurassic to the Meadows trail via a shared use natural surface trail that runs along the top of the mesa. A bridge would be required to cross Prospect Creek. Coordination and approval from the USFS would also be required.	40”	0.7	USFS
NS-5	Meadows Perimeter Hiking Trail	Natural Surface- Foot Traffic Only	Natural surface hiking trail connecting Meadows Trail to Chondola via a hike-only trail through TMVOA, TMV, and TSG property. Trail is intended to serve as a short hike-only experience to take demand off of Jurassic.	30”	0.5	TSG, TMVOA, Fairway Four HOA
NS-6	Stegosaurus	Natural Surface- Open to All Uphill Users/ Downhill Bikes Prohibited	Natural surface trail open to uphill (eastbound) bicyclists and hikers in either direction. Separating downhill bikes from other users would reduce conflicts between trail users and improve safety. Stegosaurus trail alignment should be situated slightly upslope from Jurassic however unnecessary elevation gain should be kept to a minimum.	40”	0.5	TSG

TABLE 4.1 NATURAL SURFACE TRAIL IMPROVEMENTS, CONTINUED

Trail ID	Trail Name	Trail Type	Description	Tread Width	Length (miles)	Stakeholders/ Partners
NS-7	O'Reilly Trail	Natural Surface - Foot Traffic Only	A foot traffic-only, natural surface trail connecting Mountain Village to the Town of Telluride. Trail could follow the old mine access via the historic O'Reilly Trail alignment. Coordination required with the USFS, TSG, and Town of Telluride.	40"	1.6	TSG, USFS, TOT
NS-8	Elk Pond Loop	Natural Surface-Shared Use	Natural surface trail connecting Elk Pond and the future community park to Russel Dr. Low angle trail provides a beginner-level hiking and mountain biking experience on a trail that cannot be shuttled via the gondola. Boardwalks may be required in some instances due to wetlands.	40"	1.5	TSG
NS-9	Boulevard Trail (renovation project)	Natural Surface-Shared Use	Improve the existing Boulevard Trail to a consistent 8'-0" tread width throughout the entirety of the natural surface section from SR-145 to Market Plaza.	8'-0"	1.9	TSG
NS-10	Tristant Trail	Natural Surface - Shared Use	Natural surface trail from the existing Bear Creek Lodge trail to the Tristant development. Trail would serve as a short-cut to Mountain Village Boulevard and an alternative to walking along San Joaquin.	40"	<0.1	TMVOA
NS-11	Ski Ranches Connector	Natural Surface-Shared Use	Construct a shared use natural surface trail from the Boulevard Trail to the cul-de-sac at the end of Meadow Dr. in the Ski Ranches. Coordinate with Ski Ranches to determine if connection is desired and feasible.	40"	0.1	Ski Ranches
NS-12	Boulevard to VCA	Natural Surface-Shared Use	Construct a shared use natural surface trail between the VCA and the Boulevard Trail across the Double Cabin ski run. Trail should avoid or construct boardwalk over any wetlands present. Existing social trail between VCA / Station Village parking garage and Mountain Lodge should be decommissioned.	40"	0.1	TSG
NS-13	Emergency Access Trail	Natural Surface-Shared Use	Construct a shared use natural surface trail along the proposed emergency access road connecting Adams Ranch Road to SR-145.	~10'	0.2	CDOT
NS-14	Meadows Hiking Trail- Connector	Natural Surface-Foot Traffic Only	Natural surface foot traffic only trail connecting Adams Ranch Road and Meadows Trail. Trail should be routed through the trees to limit visibility and exposure to golf course operations	30"	0.2	TSG, Adjacent apartments
NS-15	Banner Trail	Natural Surface-Shared Use	Natural surface shared use trail connecting Meadows Trail to the Upper Valley Floor trail. Trail would formalize and improve existing social trail that exists. This "rogue" trail is currently located on privately held open space.	40"	0.5	SMVC, USFS, TOT
NS-16	Big Billies-Hiking Connector (renovation)	Natural Surface-Foot Traffic Only	Improve and rehabilitate the existing steep section of Big Billies. Change the trail management to Foot Traffic only. Add stairs and crusher fines gravel to improve the commuting function of the trail.	30"	0.2	TSG
NS-17	Jurassic (renovation project)	Natural Surface-Descending Bikes Only	Change the management of Jurassic to support downhill bikes only. Hikers and uphill bicyclists (eastbound) will be accommodated via a new trail (Stegosaurus, NS-6) slightly upslope from Jurassic.	40"	0.5	TSG

TABLE 4.1 NATURAL SURFACE TRAIL IMPROVEMENTS, CONTINUED

Trail ID	Trail Name	Trail Type	Description	Tread Width	Length (miles)	Stakeholders/ Partners
NS-18	Elk Pond to Prospect Trail	Natural Surface-Uphill Bike/ Multi-Directional Hike	Natural surface trail connecting from the proposed Elk Pond Loop to Prospect Trail. Upper half mile before connecting to Prospect is constrained fall-line trail. Prohibition on downhill bikes is intended to mitigate erosion and maintenance.	40"	1.4	TSG

Shared Use Path Improvements

Currently, the only paved path in Mountain Village is the Boulevard East Trail. Paved shared use paths and sidepaths provide the highest level of accessibility and comfort for all users, including children, the elderly, and people using wheeled mobility devices. In areas with particularly high pedestrian and bicyclist traffic, paved shared use paths are the most suitable facilities to accommodate everyone.

The suggested improvements for shared use paths presented in this plan are focused on the primary activity areas, where there is significant existing pedestrian and bicyclist traffic, higher density, and demand for enhanced connections between destinations. Table 4.2 lists the shared use path improvements while Map 4.3 and Map 4.3.1 (inset) illustrates their locations within Mountain Village.

TABLE 4.2 SHARED USE PATH IMPROVEMENTS

Trail ID	Trail Name	Trail Type	Description	Tread Width	Length (miles)	Stakeholders/ Partners
SU-1	Upper Country Club Dr - Mountain Village Blvd to Big Billie's Trail	Sidepath / Sidewalk - foot traffic only (paved)	Develop a paved sidepath or sidewalk for foot traffic only that would extend along the west and south side of Country Club Dr. connecting to Big Billies. Note that this will separate bicycle and pedestrian traffic.	8'-0"	0.3	TSG/The Peaks
SU-2	Boulevard Trail Extension	Sidepath (paved)	Reroute the existing Boulevard Trail to travel underneath the existing Village Bypass ski bridge over Mountain Village Boulevard. Extend trail along the west side of Mountain Village Boulevard up to Aspen Ridge Dr.	8'-0"	0.3	TSG
SU-3	Boulevard Extension #2	Sidepath (paved)	Extend the end of the Boulevard Trail through the parking / bus stop area Village Center. Some impacts to the parking lot may be required.	8'-0"	0.1	TSG
SU-4	Boulevard Trail Re-route	Sidepath (paved)	Develop a new segment of Boulevard Trail that utilizes the existing ski bridge over Mountain Village Boulevard to cross the roadway rather than the existing crosswalk.	8'-0"	0.1	TSG
SU-5	Big Billie's	Shared Use Path (paved or crusher fines)	Harden and widen the existing Big Billie's Trail with asphalt or crusher fines from Country Club Road to Meadows Village to better support summertime commuting trips. Extend trail through planned affordable housing in Meadows Village. Plant additional trees on the fairway side of the trail to protect trail users and limit the visibility of the trail from golfers.	8'-0"	0.6	TSG
SU-6	Lawson Hill Connector	Shared Use Path (paved)	Develop a paved shared use path from the end of Lawson Overlook to SR-145. Work with CDOT to construct a grade-separated bicycle-pedestrian crossing across SR-145 (See SI-1). Connection would facilitate a low-stress bicycling connection into Telluride via the Boulevard Trail, streets in Lawson, and the bike path on the Valley Floor.	8'-0"	0.1	CDOT
SU-7	Adams Ranch Rd Sidepath	Sidepath (paved, alternative to OS-3)	Develop a sidepath along Adams Ranch Road from Mountain Village Boulevard to the Meadows. Project would impact landscaping and require grading within the 15' general easement. The proposed sidepath is intended as an alternative to shoulder improvements proposed in OS-3.	8'-0"	1.4	TSG, private landowners
SU-8	SR145- Meadows Trail to Valley Floor	Sidepath (paved)	Sidepath connecting the Meadows Trail to the Valley Floor. Trail alignment could follow historic railroad grade above SR-145.	8'-10'	0.6	TSG, CDOT, SMVC, private landowners
SU-9	SR145- Emergency Access Road to Meadow Trail	Shared Use Path (crusher fines)	Shared use path trail connecting the emergency access road to the Meadows Trail. Trail could be constructed potentially in CDOT ROW or TMV open space lands, however, minor encroachments onto adjacent property could improve the trail experience and facilitate easier construction.	8'-10'	0.6	TSG, SMVC, private landowners
SU-10	SR145- Meadow Village Blvd to Emergency Access Rd	Shared Use Path (crusher fines)	Shared use path running along the SR-145 ROW from the end of the Boulevard Trail to the emergency access road. Trail could be constructed in exclusively in CDOT ROW, however minor encroachments into adjacent TSG property could improve the trail experience and facilitate easier construction.	8'-10'	0.5	TSG, CDOT



TRAILS

MASTER PLAN

MAP 4.3 SHARED-USE PATH RECOMMENDATIONS*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
 - Proposed
 - Shared Use Path
 - On-Street Improvements
- NATURAL SURFACE TRAILS**
- Shared Use
 - Uphill Bike/ Multi-directional Hike
 - Descending Bikes Only
 - Foot Traffic Only

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.



MAP 4.3.1 SHARED-USE PATH INSET



On-Street Improvements

The majority of Mountain Village’s existing roadways lack sidewalks or dedicated space for pedestrians and bicyclists. Roads are often narrow with equally narrow paved or unpaved shoulders. Despite the lack of dedicated space, many residents and visitors walk and bicycle on roadways, either on narrow gravel shoulders, or within the vehicle travel lane. For the majority of roadways this works well when motor vehicle volumes and speeds are low. A local culture of roadway courtesy can also have a significant impact on perceptions of

safety and comfort. On some roads, particularly those with relatively heavy vehicle and non-motorized traffic and the presence of blind corners, this mixed traffic approach can pose a safety issue. This plan identifies key areas where the addition of on-street improvements, including wide shoulders and advisory shoulders will improve safety and comfort for all users.

On-street improvements are described in Table 4.3 and illustrated in Map 4.4.

TABLE 4.3 ON-STREET IMPROVEMENTS

Trail ID	Trail Name	Trail Type	Description	Length (miles)	Stakeholders/ Partners
OS-1	Mountain Village Boulevard - Lost Creek Lane to Market Plaza	Shoulder Improvements	Widen shoulders along Mountain Village Boulevard to accommodate a 4'-0" shoulder on downhill side / 6'-0" shoulder on uphill side. Upgrade to bike lanes if feasible.	0.4	Private landowners, TSG
OS-2	Russell Dr	Shoulders/Advisory Shoulders	Widen shoulders to 4'-0" on curves and areas requiring a solid centerline. In other locations, implement advisory shoulders and remove centerline striping.	0.9	Private landowners
OS-3	Adams Ranch Rd (alternative to project SU-7)	Shoulders/Advisory Shoulders	Widen shoulders to 4'-0" on curves and areas requiring a solid centerline. In other locations, implement advisory shoulders and remove centerline striping. Project is intended to serve as an alternative to a paved sidepath as proposed in SU-7.	1.5	Private landowners, TSG
OS-4	Mountain Village Blvd - Lost Creek Lane to Country Club Dr	Combination shoulder and sidewalk with ADA improvements	Construct shoulders from Blue Mesa to County Club Dr, fill in missing sidewalk sections for foot traffic only, and improve ADA accessibility on the east side of Mountain Village Boulevard through the Village Center.	0.2	Private landowners, TSG
OS-5	Benchmark Dr	Shoulders/Advisory Shoulders	See page 4-16 for options.	1.5	Private landowners, TSG
OS-6	San Joaquin Rd	Shoulders/Advisory Shoulders	See page 4-16 for options.	1.1	Private landowners, TSG
OS-7	Upper Country Club Dr - Mountain Village Boulevard to Big Billies	Shoulders/Advisory Shoulders	Pave 4' wide shoulders for bikes only on both sides of Country Club Dr. See page 4-16 for options. If not enough room for 4' shoulders on both sides of road, construct a shoulder on the south (uphill) of Country Club Dr for climbing bikes and paint sharrows in the lane for descending bikes.	0.5	Private landowners, TSG
OS-8	Mountain Village Boulevard - Market Plaza to Highway 145	Shoulder Improvements	Widen shoulders along Mountain Village Boulevard to accommodate a 4'-0" shoulder on downhill side / 6'-0" shoulder on uphill side. Upgrade to bike lanes if feasible.	1.8	TSG



TRAILS

MASTER PLAN

MAP 4.4 ON-STREET RECOMMENDATIONS*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

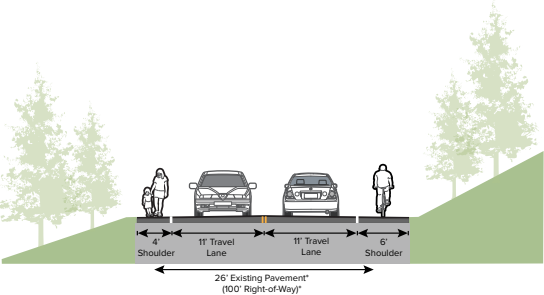
- Existing
- Proposed
- Shared Use Path
- On-Street Improvements

NATURAL SURFACE TRAILS

- Shared Use
- Uphill Bike/ Multi-directional Hike
- Descending Bikes Only
- Foot Traffic Only

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

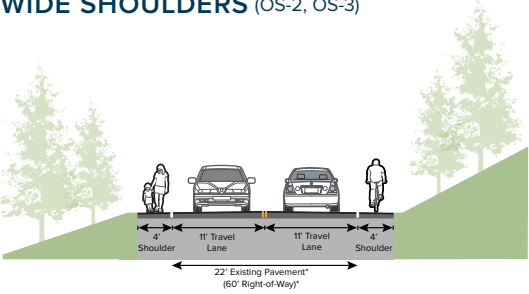
FIGURE 4.3 WIDE SHOULDERS (OS-1)



Advisory shoulders offer a cost-efficient and low-impact way to provide accommodations for bicyclists and pedestrians, and is achieved by striping that allows flexibility for two-way motor traffic while dedicating space for cyclists and pedestrians.

FIGURE 4.4 WIDE SHOULDERS (OS-2, OS-3)

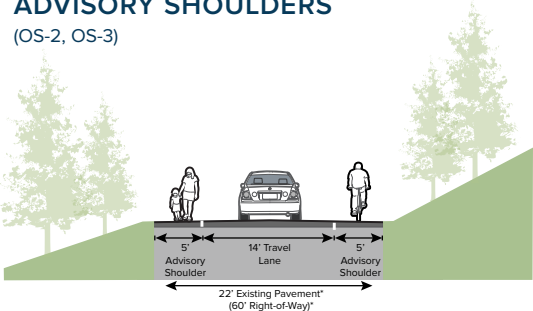
WIDE SHOULDERS (OS-2, OS-3)



In locations that are inappropriate for advisory shoulders, or in locations where there is higher demand for bicycle and pedestrian accommodations, wide paved shoulders offer safe, delineated space to bike and walk.

FIGURE 4.5 ADVISORY SHOULDERS (OS-2, OS-3, OS-4)

ADVISORY SHOULDERS (OS-2, OS-3)



Paved advisory shoulders on one-way streets offer a cost-efficient and low-impact way to provide accommodations for bicyclists and pedestrians, and is achieved by striping that allows flexibility for one-way motor traffic while dedicating space on both sides of the road for cyclists and pedestrians.

On-Street Improvements Continued

Benchmark Drive and San Joaquin Road are the two primary roadways that connect a large portion of Mountain Village residents to the main thoroughfare, Mountain Village Boulevard. These roads in particular present challenges in creating safe and convenient access for pedestrians and cyclists with their steep profiles, sharp curves that decrease visibility, and narrow shoulders that are unpaved. The suggested improvements for Benchmark Drive and San Joaquin

Road are focused on the three options described below, and should be implemented on a case-by-case basis, giving consideration to funding, visibility, physical constraints, and engineering judgement. Shoulder widening efforts should be completed in conjunction with roadway reconstruction or utility projects.

OPTION 1: ADVISORY SHOULDERS | \$\$\$\$\$

Advisory shoulders offer a cost-efficient and low-impact way to provide accommodations for bicyclists and pedestrians, and is achieved by striping that allows flexibility for two-way motor traffic while dedicating space for cyclists and pedestrians. Due to complications with topography and sight lines around sharp curves along these two corridors, there may be limited application for advisory shoulders along Benchmark Drive and San Joaquin road. Additional study should be conducted to assess the feasibility of advisory shoulders on various segments of Benchmark and San Joaquin.



Advisory shoulder

OPTION 2: SHOULDER WIDENING | \$\$\$\$\$

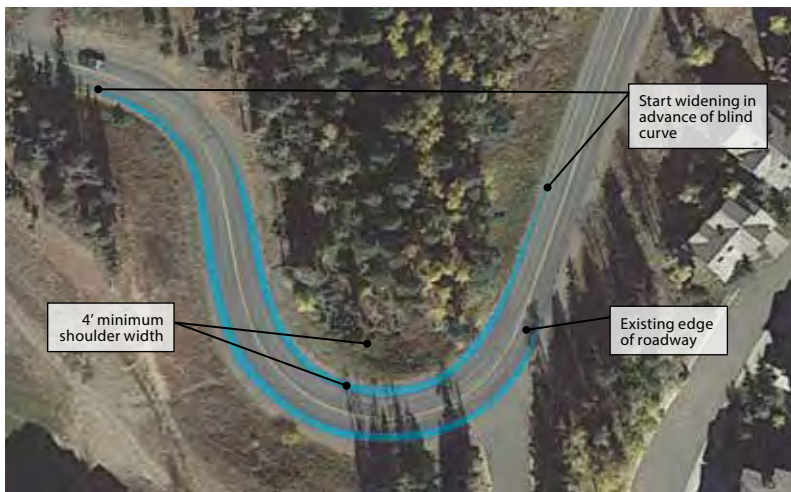
In locations that are inappropriate for advisory shoulders, or in locations where there is higher demand for bicycle and pedestrian accommodations, paved shoulders offer safe, delineated space to bike and walk. If corridor constraints limit the construction of paved shoulders on both sides of the street, shoulder widening should be consolidated to the side of the street on which users travel uphill to provide a more comfortable experience. In this scenario, downhill bicyclists are likely to “take the lane” as they will be traveling at higher speeds and the need for vehicles to pass will be less likely. Lower sections of San Joaquin that serve higher density housing developments and more potential users are a logical place to consider shoulder widening.



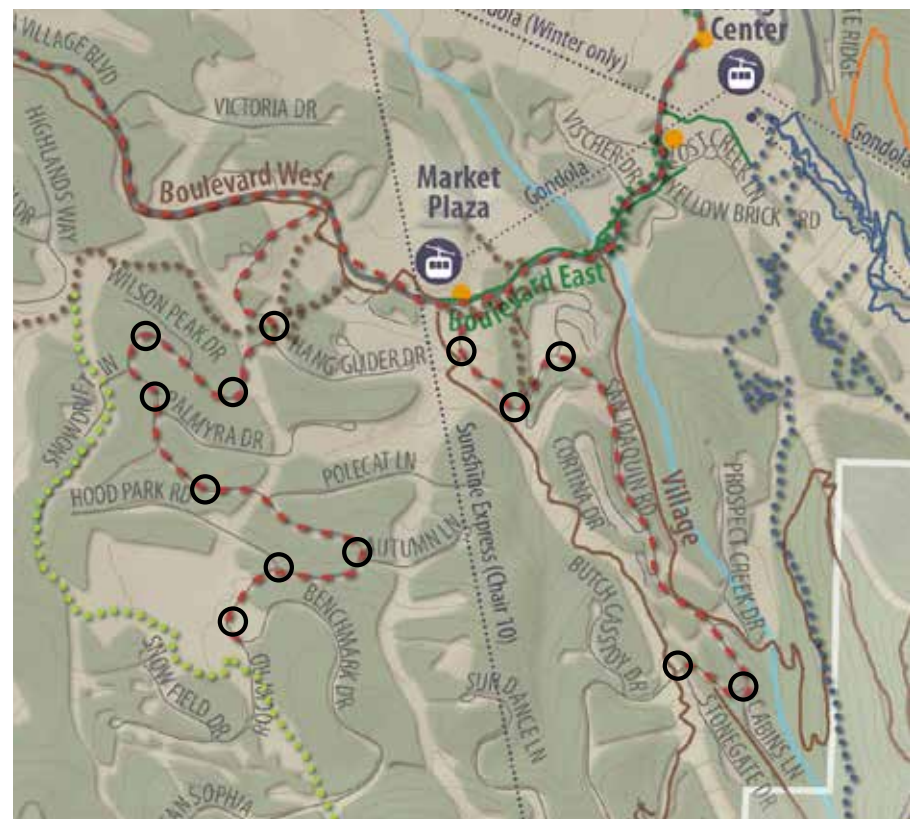
Shoulder widening

OPTION 2A: SELECTIVE SHOULDER WIDENING | \$\$\$\$

If implementation funds are limited, or if impacts from wholesale shoulder widening are deemed undesirable, selective widening may provide an option to improve bicycle and pedestrian comfort and safety at key locations. Priority locations for selective widening would be those that present challenges with regards to sight lines and visibility, particularly around sharp curves with blind corners. The image below highlights in blue selective widening of paved shoulders around a sharp curve along San Joaquin Road.



Selective shoulder widening along San Joaquin Road



○ Potential locations for selective widening along Benchmark and San Joaquin

Spot Improvements

Proposed spot improvements are largely focused on improving bicycle and pedestrian connectivity across roads or natural features. Spot improvements are listed in Table 4.4 and displayed on Map 4.5.

TABLE 4.4 SPOT IMPROVEMENTS

Trail ID	Improvement Name	Improvement Type	Description	Stakeholders/ Partners
SI-1	SR-145 Grade-separated trail crossing	Grade-separated trail crossing	Construct a grade-separated trail crossing (overcrossing or undercrossing) across SR-145 to connect Mountain Village to Lawson Hill. Coordinate and explore funding options with CDOT.	CDOT
SI-2	Eliminate at-grade crossing/use ski bridge	Eliminate at-grade crosswalk	Remove the existing at-grade crosswalk on Mountain Village Boulevard which is currently sited at a skew angle and on a curve. Proposed trails on both sides of Mountain Village Boulevard and the use of the existing ski bridge as a trail crossing will eliminate the need for the at-grade crosswalk.	
SI-3	Boulevard Trail undercrossing	Trail undercrossing	Construct a new trail undercrossing from the proposed park at Elk Pond to Town Hall consistent with the Town Hall small area plan.	
SI-4	Elk Pond Trail Undercrossing	Trail undercrossing	Construct a trail undercrossing below Benchmark to facilitate the proposed Elk Pond Trail.	
SI-5	Meadows Express Bridge	Trail bridge	Construct a trail bridge over Prospect Creek to facilitate construction of the proposed Meadows Express trail.	TSG



TRAILS MASTER PLAN

MAP 4.5 SPOT RECOMMENDATIONS*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
 - Proposed
 - Shared Use Path
 - On-Street Improvements
- ### NATURAL SURFACE TRAILS
- Shared Use
 - Uphill Bike/
Multi-Directional Hike
 - Descending Bikes Only
 - Foot Traffic Only

- Proposed Spot Improvement



*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

POLICY RECOMMENDATIONS

Implementing a world-class trail system takes more than simply building great trails; it requires policies be put in place to ensure efficient and effective system use and management. The following policy recommendations are intended to support the facility recommendations discussed in the previous section.



Create a dismount zone for bicyclists in Heritage Plaza

During peak season, there are high numbers of bicyclists exiting the mountain bike park at Heritage Plaza, which is often busy with pedestrians, including small children and the elderly. With the expansion of the Telluride Ski and Golf bike park and increasing numbers of visitors to Mountain Village, conflicts between pedestrians and mountain bikers in Heritage Plaza are expected to increase. Creating a dismount zone for bicyclists in Heritage Plaza is recommended to maintain a safe environment for everyone.

A dismount zone can be established with a municipal ordinance and promoted with signage. Enforcement of violators may be necessary, particularly during peak hours. To meet everyone's needs, delineating small zones where rental shops can allow customers to test ride bikes, should be considered as a potential component of the overall dismount zone.



A bicycle dismount zone would reduce conflicts between pedestrians and bicyclists.

For bicyclists wishing to avoid Heritage Plaza and connect to other trails, additional signage can direct them to the existing paved path that skirts the plaza to the south. This path will connect with the proposed Village Center to Big Billie's shared use path (SU-1), which will provide connections to other trails throughout the system.



Develop a comprehensive signage program for on-street, off-street, and natural surface trails

The Town of Mountain Village currently has some existing trail signage, but feedback from both stakeholders and the general public suggests that it is insufficient for most users to effectively navigate the system. Developing a comprehensive signage program for the entire trail system using current wayfinding best practices should be a priority for Mountain Village. A consistent and well-designed signage program will not only improve the user experience, it will provide an opportunity to promote the Mountain Village brand. Coordination with the Town of Telluride, the United States Forest Service, and Telluride Ski and Golf should be pursued, if possible, to facilitate connections to neighboring trail systems and destinations.



Develop a comprehensive and coordinated trail user etiquette campaign

With the large number of visitors coming to Mountain Village, and their varying levels of trail experience, conflicts between users on trails is not uncommon and poses a safety issue. Developing a comprehensive and coordinated trail user etiquette campaign across all trail-related organizations and businesses will help to ensure that people understand how to properly use the trail system. Such a campaign could include signage and educational materials to be distributed by the Town of Mountain Village, the Town of Telluride, Telluride Ski and Golf, and local bicycle shops.



Promote a trail system that is usable in all seasons

In recent years, winter bicycling has become increasingly popular in mountain resort communities, especially as weather patterns that ski destinations rely on become increasingly unpredictable. Winter bicycling presents an opportunity for such communities to provide outdoor recreation experiences year-round and to potentially attract new visitors.

Grooming trails after snowfalls is key to providing winter-time access. As the main trail corridor in Mountain Village, the Boulevard Trail should be prioritized for grooming. From a recreational perspective, grooming trails in open space and on the golf course presents an opportunity to provide additional fat biking opportunities, but will require coordination and approval from Telluride Ski and Golf. Trails maintained for fat biking should be kept separate from Nordic ski trails due to the differences in treads.



Improve trail-related amenities throughout the system

Trail-related amenities such as benches, lighting, map kiosks, and bicycle parking can improve user experience by increasing convenience and comfort. Benches provide opportunities to rest, lighting increases visibility and safety, and map kiosks help users orient themselves within the system.

People may ride more frequently if they know there are ample places to securely park their bikes. The Town of Mountain Village should assess bike parking needs at the Village Center, Town Hall/Market Plaza, and the Meadows and install bike racks in public locations as needed. Bike parking can be temporary in some locations to meet seasonal fluctuations in demand. Reference the Association of Pedestrian and Bicycle Professionals (APBP)'s *Essentials of Bike Parking: Selecting and Install Bike Parking That Works* (2015) for further information on bicycle parking best practices. Mountain Village should also consider accommodating charging infrastructure for e-bikes as they continue to increase in popularity.



Develop a shared mobility device ordinance

With a bike share program planned for launch by 2020, the Town of Mountain Village should take proactive steps to establish permitting and operational policies for other shared mobility providers. Since 2017, cities and towns have seen the rise of new direct-to-consumer business models for providing a range of shared mobility options, specifically dockless bike share, dockless e-bike share, and dockless e-scooter share. While these modes can, in some cases, coexist with established docked and hybrid systems and with other competing providers, municipalities have identified the value of closely managing the use of the public right-of-way and setting clear standards for entry to the local market and performance measures that align with city goals. This protects existing city investments and prioritizes the intended outcomes established by the city.

For examples of polices established in cities with existing public bike share programs, see: [Denver, Colorado](#); [Austin, Texas](#); and [Charlotte, North Carolina](#).



Covered short-term bicycle parking provides weather protection.

PUBLIC OUTREACH

On Friday, September 28, 2018, the project team held a second public engagement session aimed at gathering feedback on the Mountain Village Trails Master Plan draft plan vision, goals, and recommendations. Six stations were assembled to present different information to event attendees. The stations included: 1) Vision and Goals, 2) Overall Trail System, 3) Natural Surface Recommendations, 4) Shared-Use Path Recommendations, 5) On-Street Recommendations, and 6) Spot Improvements. Each station included informational posters and/or maps and participants received forms to fill out with their feedback. Overall, the feedback was positive. A summary of general feedback is listed below. Location-specific comments are illustrated in Map 4.6.

- There is a general preference for multi-use trails, but there is also broad support for the separation of descending bikes and hikers
- There is broad support for hike-only trails
- People have concerns about the speeds of descending bikes
- Someone advocated that road shoulders be widened to 6 feet
- There is a general need for trail etiquette awareness and signage
- Providing wide, paved paths to better accommodate e-bikes would benefit more types of users
- There is interest in better accommodating e-bikes, both by increasing the amount of wide, paved paths, and by allowing e-bikes to access shared-use trails
- Someone expressed safety concerns about removing centerlines on roads, especially when the area experiencing increases in vehicular traffic
- Some people would like to preserve technical trail features in appropriate locations
- There is a desire to protect public access to trails on TSG property

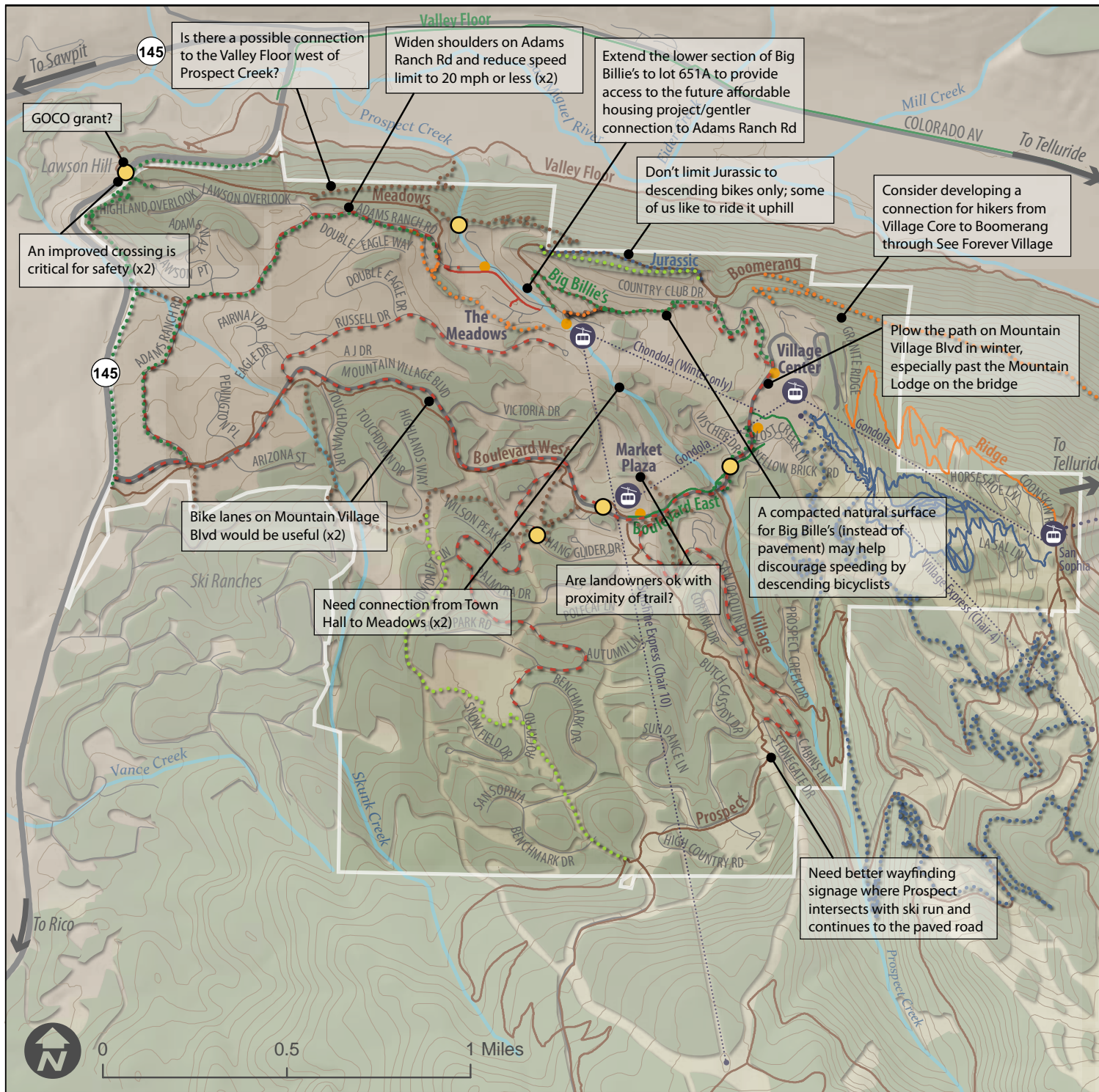
Participants were also asked to list the proposed projects they would most like to see implemented. The O'Reilly Trail (NS-7), the Stegosaurus Trail (NS-6) and the SH 145 Crossing (SI-1) were the most popular projects among meeting attendees.



Attendees of the September event review the recommendations.



An advertisement for the public event held in September.



MAP 4.6 PUBLIC INPUT ON RECOMMENDATIONS*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing Shared Use Path
- Proposed Shared Use Path
- On-Street Improvements

NATURAL SURFACE TRAILS

- Shared Use
- Uphill Bike/ Multi-Directional Hike
- Descending Bikes Only
- Foot Traffic Only
- Proposed Spot Improvement

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.



CHAPTER 5

IMPLEMENTATION



DESIGN GUIDELINES

Trails are one of the primary ways in which people experience the Town of Mountain Village. Natural surface trails that are carefully planned and sustainably constructed within Mountain Village will promote an enjoyable user experience and minimize future maintenance requirements. These design guidelines specify how trails and supporting facilities should be designed and constructed within the Town of Mountain Village. The following standards and guidelines are referred to in this guide:

- The Federal Highway Administration's (FHWA) ***Manual on Uniform Traffic Control Devices (MUTCD)*** defines the standards to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public traffic.
- ***FHWA's Small Town and Rural Multimodal Networks (2016)*** document is a design resource and idea book to help small towns and rural communities support safe, accessible, comfortable, and active travel for people of all ages and abilities.
- US Forest Service Standard Trail Plans and Specifications
- IMBA Trail Solutions: IMBA's Guide to Building Sweet Singletrack
- Minnesota DNR Trail Planning, Design, and Development Guidelines

IMPLEMENTATION COMPONENTS



DESIGN GUIDELINES – Includes recommended design specifications for each facility type.



MAINTENANCE – Describes typical maintenance tasks for each trail type with some planning-level costs.



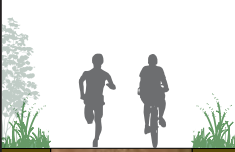
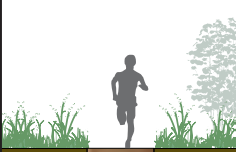

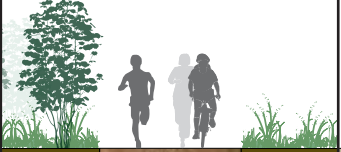
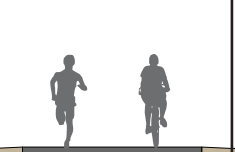


PRIORITIZATION/PHASING – Categorizes projects into three phases for implementation



PRIORITY PROJECTS – Highlights projects to be implemented first

Mountain Village Trail Types

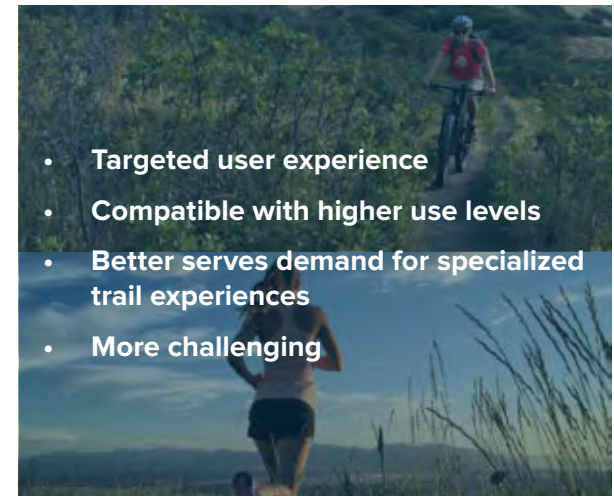
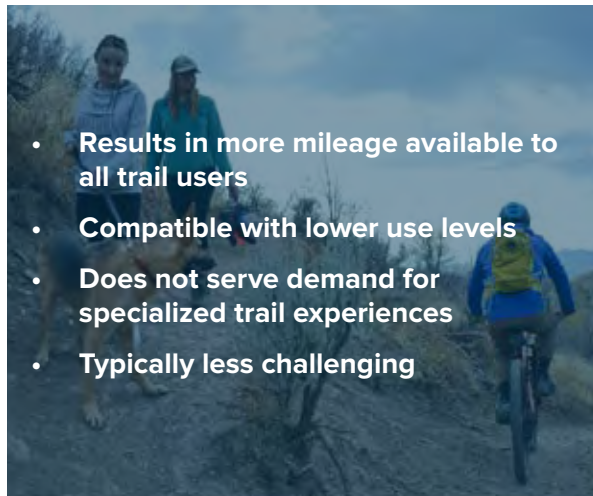
Natural surface trails can be designed to accommodate a broad or narrow range of users depending on the experience desired. Trails may also be required to serve other utilitarian access functions depending on the underlying property ownership or access agreement.

	NATURAL SURFACE				PAVED SURFACE		
	 SHARED USE TRAILS	 HIKE ONLY TRAILS	 DESCENDING BICYCLES ONLY	 UPHILL BIKE / MULTI-DIRECTIONAL HIKE	 SHARED USE PATH	 SHOULDER WIDENING	 ADVISORY SHOULDERS
Description	Shared use trails accommodate all types of non-motorized trail users (most commonly hikers, bicyclists, and equestrians)	Hiking-only trails are constructed to facilitate access to hikers and trail runners	Descending bicycle-only trails are constructed to enhance the experience and efficiency of riding a bicycle downhill	Shared use trail used to facilitate multi-directional access to hikers and trail runners, in addition to providing adequate space and limited interference for bicyclists to ride uphill	Paved shared use trails accommodate all types of non-motorized trail users (most commonly pedestrians and bicyclists)	Paved shoulders along the edge of roadways serve as a functional space for bicyclists and pedestrians to travel	Advisory shoulders accommodate two-way vehicular traffic and prioritize space for bicyclists with little widening of the roadway surface
Typical Width	36"-72"	18"-60"	36"-72"	36"-72"	8' min. - 14'	4' min. - 8'	4' min. - 6' (preferred)
Running Slope	Overall running slope of 10% or less (up to 15% for short segments)	Can be routed with steeper running slopes up to 15% (depending on local soil conditions)	Overall running slope of 6-8% or less to limit braking/skidding damage (up to 15% for short segments)	Overall running slope of 10% or less (up to 15% for short segments)	Running slope of 5% (any distance); 8.3% (max 200'); if path is within the road ROW it can match the road's running slope	Match existing roadway	Match existing roadway
Cross Slope	5% max	8% max	5% max	5% max	2% max	2% max	2% max, or match existing
Appropriate Characteristics	Small berms, rollers, slow-speed technical features, clear sightlines on faster segments of trail	Narrow tread, steps (where needed), tight switchbacks	Larger berms and/or high speed features, jumps, drops, elevated structures, and other technical features suited to bicyclists	Small berms, rollers, slow-speed technical features, clear sightlines on faster segments of trail	Maintain during winter with plowing and sweeping	Implement on rural roads that may lack dedicated bicycle facilities	Implement on low-volume, low speed roads lacking dedicated bicycle and pedestrian facilities
Inappropriate characteristics	Large berms, jumps, drops, high-speed features	Large berms, jumps, drops, high-speed features	Mandatory advanced features without "ride-arounds"	Large berms, jumps, drops, high-speed features	Any characteristics that compromise the accessible requirements noted above	Inadequate width along highly trafficked roadway with high speeds	Roadway segments with poor visibility; roads with speeds in excess of 35 mph and 3000 ADT
Management Considerations	Managed as shared use	Managed as single use; requires clear and repeated notices specifying use type; hike only trails may be used in conjunction with descending bicycle trails to provide equal access for all trail users	Managed as single use; requires clear and repeated notices specifying use type; descending bike trails may be used to provide a specific trail experience or to separate trail users for safety reasons	Managed as shared use; requires clear and repeated notices disallowing downhill bicycle travel; Uphill bike/ multi-directional hike trails can be used to allow trail users operating at similar speeds to share the same trail while prohibiting higher speed descending bicyclists	Managed as shared use; consider allowing e-bikes on paved shared use paths throughout Mountain Village	Direction of travel is commonly specified; may also be preferred-use or single use; clear shoulders of snow in winter	Launch an educational campaign with implementation to teach people how to drive, walk, and bike on roads with advisory shoulders

Natural Surface Trails

Trail Management Considerations

Natural surface trails can be managed and designed as shared use (allowing all types of non-motorized trail users) or single use (allowing a single type of trail user).

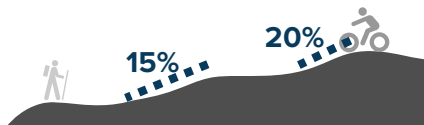
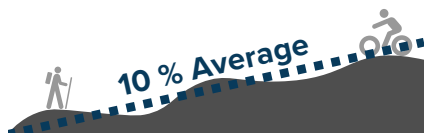
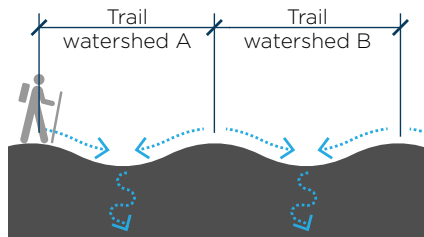
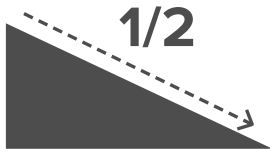


SHARED USE DESIGNATION CONSIDERATIONS

- Shared use trails accommodate the broadest range of users and provide the most mileage available to all user groups.
- Promotes shared stewardship of the trails.
- Cost- and resource-efficient, taking advantage of available space and trail mileage. This results in fewer miles than would be necessary to accommodate trails for individual user groups.
- Support the most visitors. Trails that lead to specific major destinations, such as historic features and scenic vistas, should be considered for shared use, since most visitors will be drawn to the point of interest regardless of the mode they'll use to get there.

SINGLE USE DESIGNATION CONSIDERATIONS

- Single use trails can alleviate congestion and conflicts among user groups when used in conjunction with shared use trails.
- Single use trails can be more technical or rugged, or provide higher quality trail experiences catered to a single trail user group.
- Single use trails can accommodate narrower tread widths without compromising the safety or enjoyment of other trail users.
- Single use trails can also help to mitigate site-specific constraints such as poor sightlines, steep terrain (by allowing construction of stairs), or sensitive environmental areas.



IDENTIFY CONTROL POINTS

Positive control points are places that people want to go. These points might include scenic overlooks, trail access points, interesting landforms, water, or historic sites. Negative control points are places that the trail system should avoid. These could include places like private property, sensitive environmental resources, or safety hazards. By routing trail users to places they instinctively want to go and avoiding potential liabilities, trail planners can mitigate the potential for unauthorized social trails while limiting trail user exposure to unsafe or undesirable places.

ADHERE TO THE HALF RULE

Trails whose running slope generally exceeds more than half the grade of the sideslope it's crossing are considered "fall line" trails. Drainage crossing a fall-line trail will follow the trail rather than crossing it creating a high probability for erosion.

ROLLING CONTOUR TRAILS

Rolling contour trails gently undulate while traversing side slopes to divide trails into distinct trail watersheds. Trail watersheds limit the amount of drainage flowing across a trail by combining an out-sloped trail tread with frequent high and low points (grade reversals) along the trail profile.

10% MAX. AVERAGE GRADE

An overall trail grade of less than or equal to 10% provides a general framework for a sustainable trail profile. An overall trail grade of 5-7% allows for some undulation and for short sections approaching 10%. Overall trail grades below 10% are also suitable for most soil types and minimizes erosion.

MAXIMUM SUSTAINABLE TRAIL GRADES

Maximum sustainable trail grades relate to short segments (10' or more) that may exceed the recommended overall average grade of 10%. Typically maximum sustainable trail grades vary between 15% and 20% depending on soil type, rock, annual rainfall, direction of travel or many other factors.

CREATE LOOPS

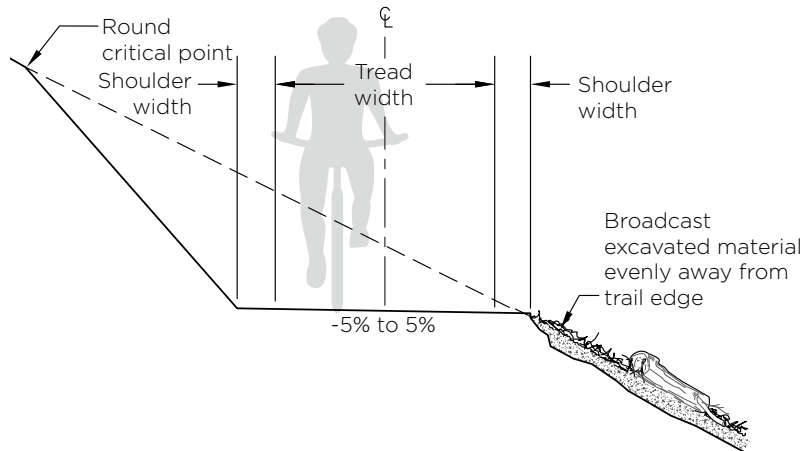
Routing trails as loops where feasible provides a more interesting trail experience. "Out and back", or dead-end trails sometimes promote the development of social trails when trail users are tempted to create their own loops.

* Application of trail alignment principles may not be possible on existing trails but should always be applied on new trails.

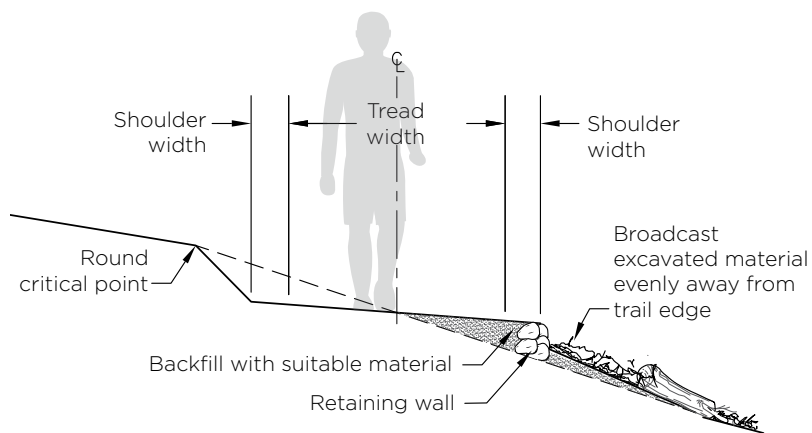
Trail Construction

Natural surface trails meet the recreational demands of hikers, mountain bikers, and other non-motorized recreational trail users. Proper trail construction is important to reduce ongoing maintenance costs as well as to ensure that the trail is both usable and enjoyable for intended user groups.

FULL BENCH CONSTRUCTION TRAILS



PARTIAL BENCH CONSTRUCTION TRAILS



DESIGN STANDARDS

- **Tread:** Trail surface should be compacted native material soil.
- **Trail Benching:** Full bench trails provide the most durable trail construction however partial bench trails can provide an adequate trail surface where full bench trails are not possible or "singletrack" is desired without waiting for vegetation to re-naturalize adjacent to the trail. Partial bench trails are only allowed with retaining walls on the downhill side.
- **Trail Texture:** Trail texture should vary based on intended user skill level, with smoother trails for less-skilled users and rugged trails for more-skilled users
- **Tread Width:** Varies by anticipated use levels, skill levels, and types of users (24" - 8'-0").
- **Horizontal Clearance:** A 1 ft. shoulder maintained with minimum vegetation should be provided free of obstacles.
- **Vertical Clearance:** 8 ft. min., 10' where equestrian use is anticipated
- **Cross Slope** May vary from -5% to 5%, but always sloped counter to user forces.
- **Running Slope:** Varies by intended trail type, see guidelines on p. 42.
- **Drainage:** Provide regular grade reversals (approximately every 25') and exits for trail drainage.
- **Erosion Control:** Spread approved native seed mix throughout disturbed soil areas along all new trails.
- **Additional Resources:** US Forest Service Standard Trail Plans and Specifications, IMBA Trail Solutions: IMBA's Guide to Building Sweet Singletrack (2004)

Construction Methods

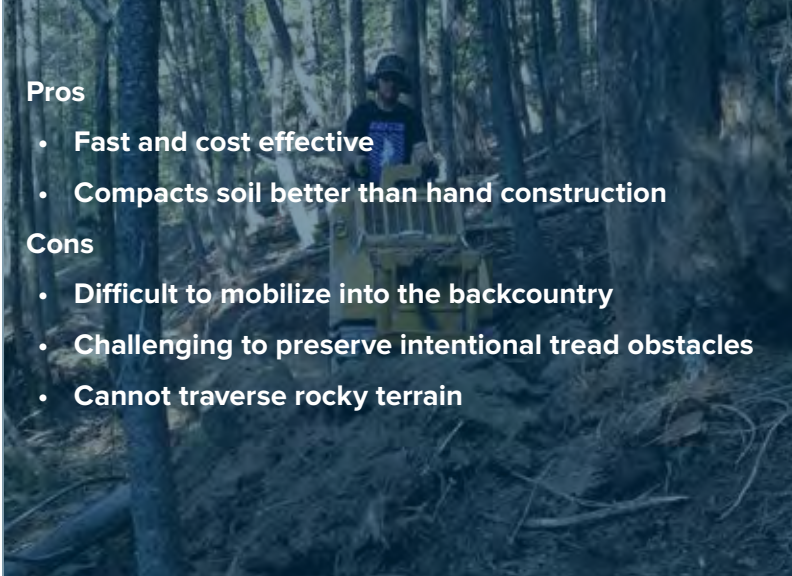
The manner by which a trail is constructed (mechanized or by hand) influences the finished product. However, the two methods should not be conflated with a desired end result. Rather than rely on an implementation method, a proposed trail should be described using the following performance/design standards:

- Impacts (visual, soil and plant disturbance)
- Tread width
- Tread texture
- Tread shaping (in/out-slope, berms, lips/landings)
- Clearing limits
- Sinuosity/meander
- Drainage features (spacing and amplitude of grade reversals)
- Angle of repose of the back-slope
- Maximum height of tread obstacles

It is then up to the contractor to select the most cost-effective method to build the trail in conformance with the performance standards. For example, a narrow, rugged trail in the backcountry will likely be built by hand whereas a 48"-wide, smooth trail in the front-country will likely be built using mechanized equipment. Even with performance standards it is good practice to mandate maximum equipment size so that unqualified contractors don't bid on a project expecting to use equipment that is better suited for road building than trail construction.

Other factors besides access and physical characteristics may influence the chosen trail construction method. Schedule and availability of volunteers may also impact trail construction methods.

MECHANIZED TOOLS



Pros


- **Fast and cost effective**
- **Compacts soil better than hand construction**

Cons

- **Difficult to mobilize into the backcountry**
- **Challenging to preserve intentional tread obstacles**
- **Cannot traverse rocky terrain**

(Photo Credit: Sagebrush Construction)

HAND TOOLS



Pros

- **Minimal footprint**
- **Mobile**
- **Builds a culture of trail stewardship**

Cons

- **Highly variable rate of production**
- **Limited soil compaction**
- **Limited availability of skilled crews**
- **Potentially more expensive for longer trail segments**

(Photo Credit: Bingham Cyclery)

Shared Use Path

A shared use path provides a travel area separate from motorized traffic for bicyclists, pedestrians, skaters, wheelchair users, joggers, and other users. Shared use paths are desirable for bicyclists of all skill levels preferring separation from traffic. Shared use paths should generally provide directional travel opportunities not provided by existing roadways. Most shared use paths are designed for two-way travel. Shared use paths along roadways are called “sidepaths”.



Shared use paths provide trail users with the most comfortable and scenic experience as there is limited points of conflict with cars and access to local natural features.

Typical Application

- Shared use paths are typically located in independent rights of way, separate from roadways.
- In utility corridors, such as powerline and sewer corridors.
- In waterway corridors such as along ditches, drains, streams, and rivers.

Design Features

- Recommended minimum 10' width to accommodate moderate usage (14' preferred for heavy use). Minimum 8' width for low volume situations only.
- A 2 ft or greater shoulder on both sides of the path should be provided free of obstacles. An additional foot of lateral clearance, for a total of 3 ft, is required by the MUTCD for the installation of signage or other furnishings.
- Standard clearance to overhead obstructions should be 10 ft.

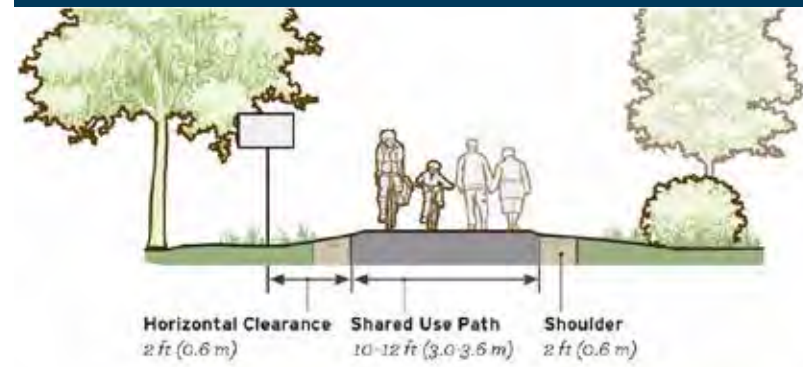
Further Considerations

- Under most conditions, centerline markings are not necessary. Centerline markings should only be used for clarifying user positioning or preferred operating procedure:
Solid line = No Passing

Further Considerations (cont.)

- Where there is a sharp blind curve, painting a solid yellow line with directional arrows reduces the risk of head-on collisions.
- Short sections of centerline are recommended upon the approach to street crossings to channelize path users.
- Small scale signs should be used in path environments (MUTCD 9B.02).
- Terminate the path where it is easily accessible to and from the street system, preferably at a trailhead, controlled intersection or at the beginning of a dead-end street.
- Use of bollards should be avoided as standard practice and only used if a history of motorized access violations is present. If bollards are used at intersections and access points, they should be colored brightly and/or supplemented with reflective materials to be visible at night.

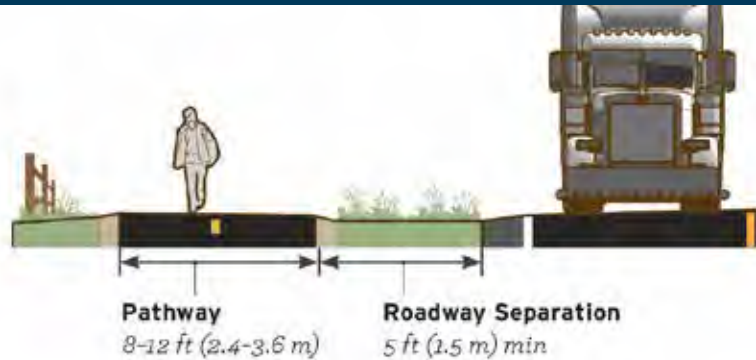
SHARED USE PATH DIMENSIONS



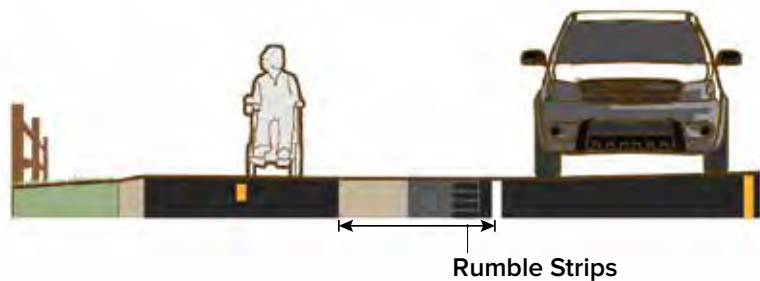
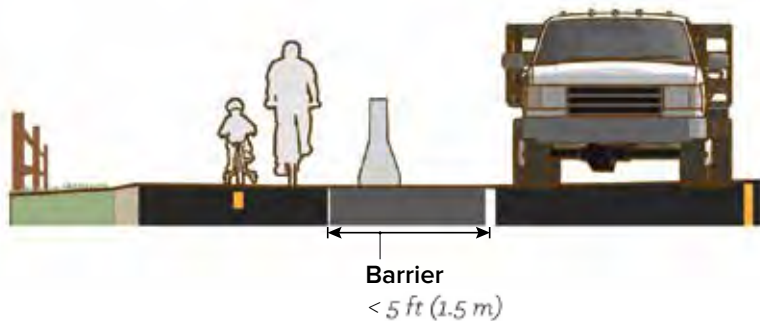
SHARED USE PATH ROADWAY INTERSECTION



SIDEPATH DIMENSIONS



ROADWAY SEPARATION



Sidepath Design Standards

- The preferred minimum roadway separation width is 6.5 - 16.5 ft. Minimum separation width is 5 ft.
- Separation narrower than 5 ft is not recommended, though it may be accommodated in constrained circumstances with the use of a physical barrier between the sidepath and the roadway. Barriers should prevent path users from moving into the roadway. Refer to the AASHTO Roadside Design Guide (2011) for additional guidance.
- In extremely constrained situations, rumble strips may be used as separation for short distances.
- It is important to keep approaches to intersections and major driveways clear of obstructions due to parked vehicles, shrubs, and signs on public or private property.
- Maximum cross slope of 2%. Design for a 1.5% cross slope to account for tolerance in construction.
- Running slopes should be below 5%. However, because sidepaths are located within a roadway right of way, the running slope may match the general grade established for the adjacent roadway.

References

- AASHTO. Guide for the Development of Bicycle Facilities. Chapter 5. 2012.
- FHWA. Manual on Uniform Traffic Control Devices. Chapter 9. 2009.

Sidepath Crossings

Sidepaths provide a high degree of comfort on long uninterrupted roadway segments, but have operational and safety concerns at driveways and intersections with secondary streets. Crossings should be designed to promote awareness, lower speeds, and facilitate proper yielding of motorists to bicyclists and pedestrians.

Typical Application

- At controlled and uncontrolled sidepath crossings of driveways or minor streets.
- Used to provide for visibility and awareness of the crossing by motorist in advance of the crossing.
- Increases the predictability of sidepath and road user behavior through clear, unambiguous right of way priority.

Design Features

- The sidepath should be given the same priority as the parallel roadway at all crossings.
- Provide clear sight triangles for all approaches of the crossing.
- Maintain physical separation to the crossing of 6.5 to 20 ft. As speeds on the parallel roadway increase, so does the preference for wider separation distance. Set back crossings of at least 15 feet allow for a vehicle to cross the path in a separate decision process from the merging maneuver with vehicle traffic.
- Use high visibility crosswalk markings to indicate the through area of the crosswalk.

Further Considerations

- Sidepaths running for long distances with many driveways or street crossings can create operational concerns. Attempt to limit or consolidate driveways along sidepaths.
- Along roadways, these facilities create a situation where a portion of the bicycle traffic rides against the normal flow of motor vehicle traffic and can result in wrong-way riding where bicyclists enter or leave the path.

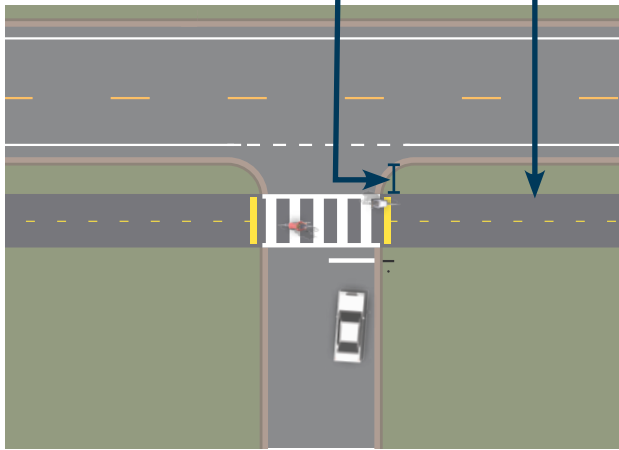
References

- AASHTO. Guide for the Development of Bicycle Facilities. 2012.
- FHWA. Incorporating On-road Bicycle Networks into Resurfacing Projects. 2015.
- FHWA. Separated Bike Lane Planning and Design Guide. 2015.

ADJACENT SIDEPATH CROSSING

6.5 ft minimum separation from roadway

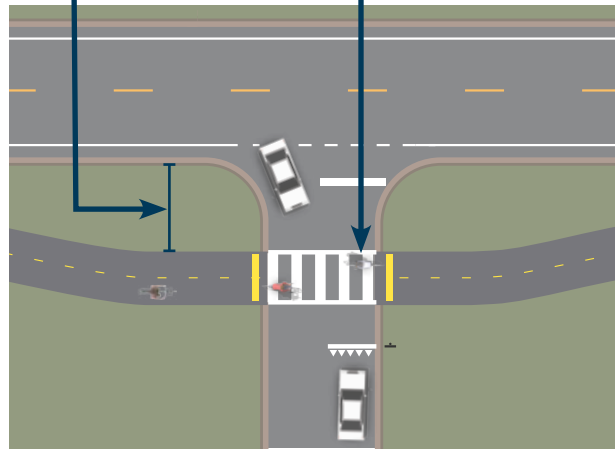
Bikeway is level along crossing



SEPARATED SIDEPATH CROSSING

15-20 ft preferred separation from roadway

Bikeway is level along crossing

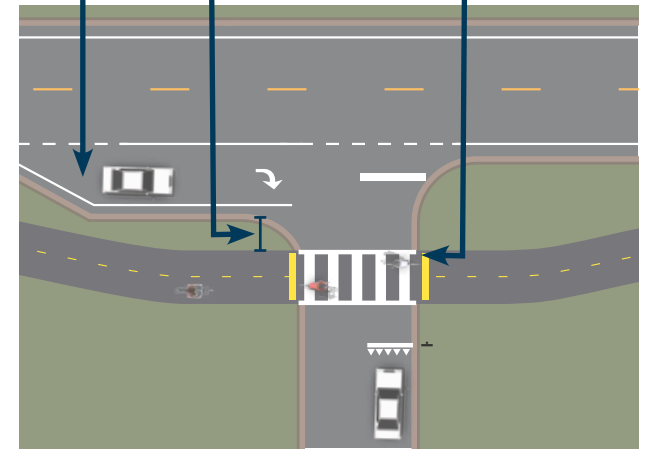


WITH DECELERATION LANE

Right turn deceleration lane.

6.5 ft preferred separation from roadway

Bikeway is level along crossing



Where space is constrained or sight distance is limited, an adjacent crossing can promote visibility of path users.

Where space is available, a separated crossing provides room for most motorists to yield to path users outside of the flow of through traffic.

On high-speed roadways, a deceleration lane is recommended to allow motorists to slow down as needed to yield to path users.

On-Street Improvements

Shoulder Widening

Where separated facilities for non-motorized users do not exist, paved shoulders can be widened and enhanced to become a functional space for bicyclists and pedestrians.



Wide paved shoulders provide pedestrians and bicyclists with usable space outside of the vehicle travel lane.

Typical Application

- Located in more rural environments where there are no curbs or gutters.
- Suitable for roadways with moderate to high speeds.

Design Features

- Any amount of paved shoulder can be beneficial for pedestrians and bicyclists, but a minimum 4 ft minimum rideable surface (exclusive of any buffer or rumble strip), is necessary to be fully functional.
- Provide additional width when possible to increase user comfort and safety. Higher vehicle speeds and volumes should correspond with greater shoulder widths. (See FHWA's *Small Town and Rural Multimodal Networks* for more information).
- The shoulder edge should be clearly delineated using a solid white line. A striped buffer space provides additional separation.
- Rumble strips can improve bicyclist safety as long as they do not infringe on the minimum rideable surface. If used, locate rumble strips on the edge line or within a buffer area. 12 foot gaps every 40-60 feet should be provided to allow access as needed. For further information on rumble strips, consult FHWA Technical Advisory 5040.39 and the FHWA Rumble Strips and Rumble Stripes Website.
- Shoulders that are intended for pedestrian use are required to meet accessibility standards.

At Intersections and Added Right Turn Lanes

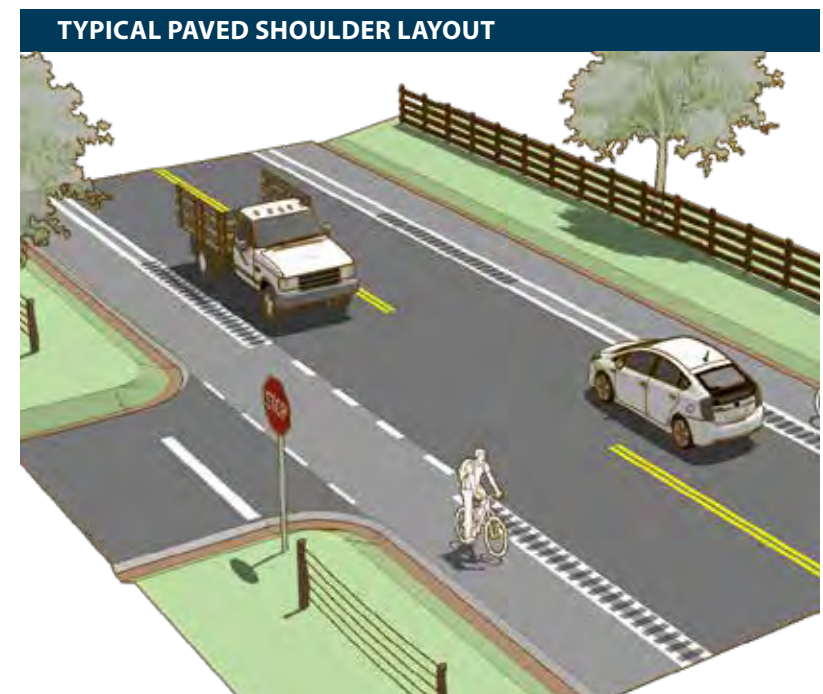
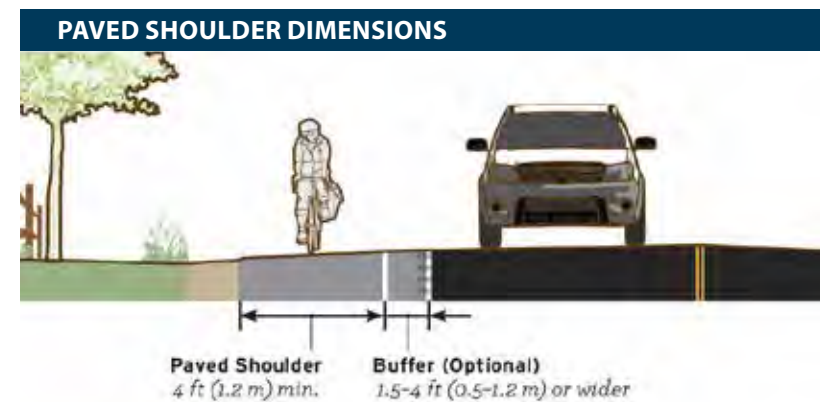
- Discontinue solid shoulder edge lines at intersections and major driveways. The shoulder area can be defined through the intersection using a dotted white line. A second dotted white line can be added to the outside edge of the shoulder to provide further definition.
- Paved shoulders typically stay to the right of right turn lanes. This may lead to right-hook conflicts between through-bicyclists and turning vehicles.
- To mitigate conflicts with right turn lanes, bike lanes may be added at intersections to serve through-bicyclists. In this scenario, the right turn lane is introduced to the right of the bicycle lane, and drivers must yield to through-bicyclists before moving into the right-turn lane.

Further Considerations

- Use signage to indicate that motorists should yield to bicyclists and pedestrians through conflict areas.
- Contrasting or colored pavement in the shoulder area can provide greater differentiation between it and vehicle travel lanes.
- MUTCD D11-1 “Bike Route” wayfinding signage is not required but may be used to identify the road as a bicycle route and enhance motorist awareness of the presence of bicyclists.

References

- AASHTO. Guide for the Development of Bicycle Facilities. Chapter 5.2.2. 2012.
- FHWA. Manual on Uniform Traffic Control Devices. Chapter 9. 2009.
- FHWA. Small Town and Rural Multimodal Networks. Chapter 3. 2016.



On-Street Improvements

Advisory Shoulders

Roads with advisory shoulders accommodate low to moderate volumes of two-way motor vehicle traffic and provide a prioritized space for bicyclists and pedestrians with little or no widening of the paved roadway surface.



Advisory shoulders prioritize shoulder space for pedestrians and bicyclists on narrow roads. Image credit: Michael David.

Typical Application

- Most appropriate on streets where motor vehicle traffic volumes are low-moderate (3,000-4,500 ADT), and where there is insufficient room for conventional bicycle lanes.
- Advisory shoulders are a type of shared roadway that clarify operating positions for bicyclists, occasional pedestrians, and motorists to minimize conflicts and increase comfort. Similar in appearance to bike lanes, advisory shoulders are distinct in that they are temporarily shared with motor vehicles during turning, approaching and passing.
- Advisory shoulders are delineated by dotted white lines, separated from a narrow two-way automobile travel area. The automobile zone should be configured narrowly enough so that two cars cannot pass each other in both directions without crossing the advisory lane line. Motorists may only enter the bicycle zone when no bicycles are present. Motorists must overtake bicyclists with caution due to potential oncoming traffic.

Design Features

- Advisory shoulder width of 5 ft (minimum)-6 ft (preferred).
- The automobile zone should be configured narrowly enough so that two cars cannot pass each other in both directions without crossing the advisory lane line. Minimum 2-way motor vehicle travel lane width of 16 ft.
- No centerline on roadway.
- Signage should be used to increase the conspicuity and intent of the treatment.

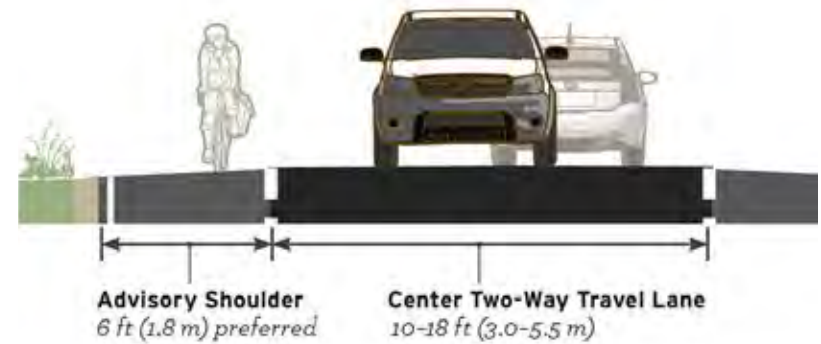
Further Considerations

- This treatment is under experimentation with FHWA, called “dashed bicycle lanes” (FHWA 2016). On federally funded projects, new designs, devices, or applications not covered in or not in compliance with the MUTCD should seek approval for experimentation and study. Section 1A.10 of the MUTCD describes the process of submitting a Request to Experiment. This involves approval by FHWA and follow-up evaluation and communication as to a treatment’s effectiveness.
- Consider the use of colored pavement within the advisory lane area to discourage unnecessary encroachment by motorists or parked vehicles.
- It is important to consider the needs of various road users when implementing an advisory shoulder. Required passing widths for truck or emergency vehicles should be considered on routes where such vehicles are anticipated.

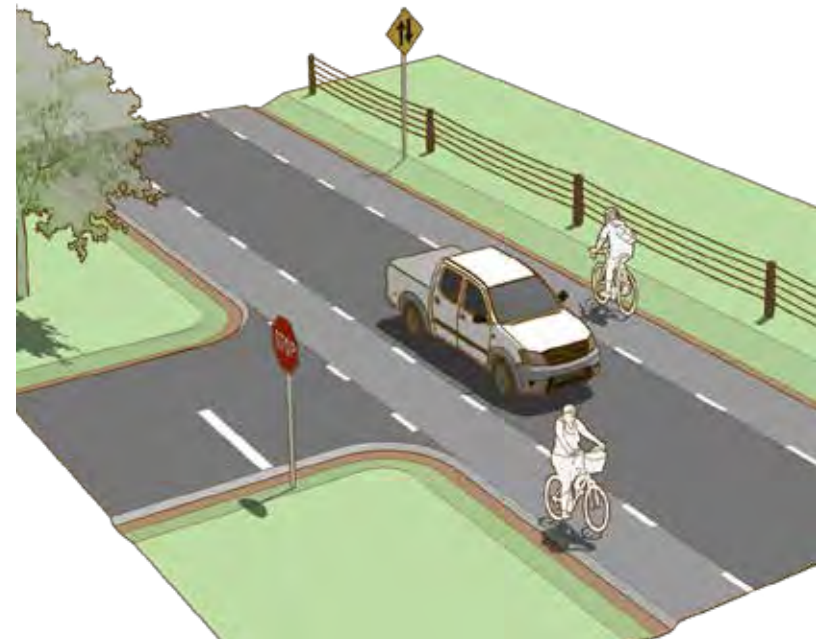
References

- FHWA. Small Town and Rural Multimodal Networks. Chapter 2. 2016.
- American Association of State Highway and Transportation Officials. Guide for the Planning, Design, and Operation of Pedestrian Facilities. 2004.
- Federal Highway Administration. Manual on Uniform Traffic Control Devices. 2009.

ADVISORY SHOULDER DIMENSIONS



TYPICAL ADVISORY SHOULDER LAYOUT



Grade-Separated Crossings

Overcrossings

Bicycle/pedestrian overcrossings provide critical non-motorized system links by joining areas separated by barriers such as roads, waterways, and ski runs. In most cases, these structures are built in response to user demand for safe crossings where they did not previously exist.



Overcrossings provide connections over barriers where at-grade crossings are infeasible or undesired.

Typical Application

- Where shared use paths cross high-speed and high-volume roadways where an at-grade signalized crossing is not feasible or desired, or where crossing waterways, ski runs, or other barriers.
- Depending on the type of facility or desired user group, overcrossings may be considered in many types of projects.
- Overcrossings work best when existing topography allows for smooth transitions.
- Specific design and construction specifications will vary for each overcrossing and can be determined only after all site-specific criteria are known.

Design Features

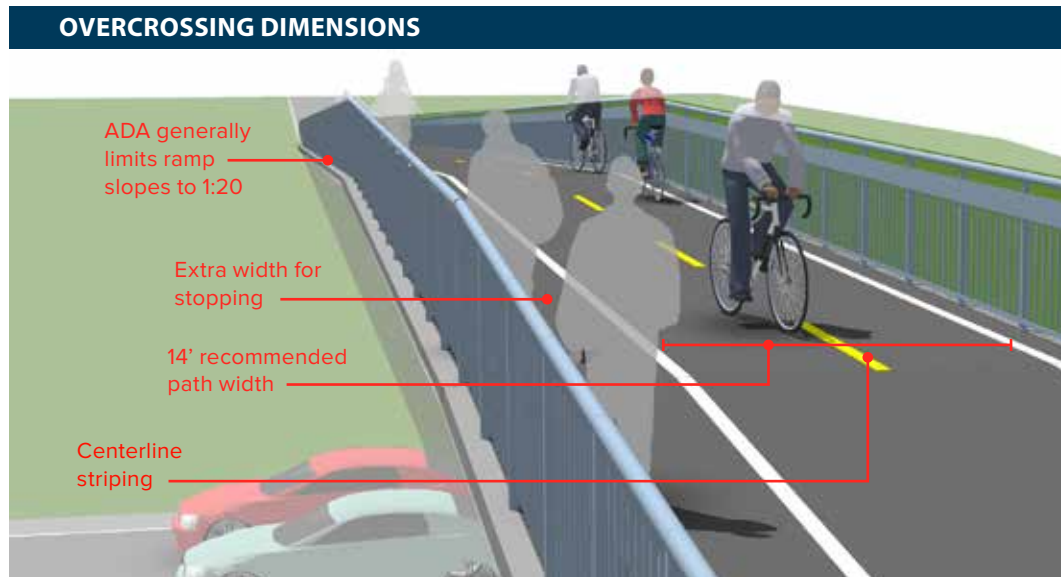
- The preferred path width is 14 feet. If the overcrossing has scenic vistas, provide additional width to allow for stopping.
- Provide a minimum 10-foot clearance for headroom on the overcrossing. Vertical clearance below the overcrossing depends on the feature being crossed. A roadway needs at least a 17-foot clearance.
- The overcrossing should have a centerline striping regardless of whether the rest of the path has one.

Further Considerations

- Always consult a structural engineer before completing overcrossing design plans before making alterations or additions to an existing overcrossing, and prior to installing a new overcrossing.
- The United States Access Board's ADA Accessibility Guidelines (ADAAG) strictly limits ramp slopes to 5% (1:20) with landings at 400 foot intervals, or 8.33% (1:12) with landings every 30 ft.
- Handrails must be of uniform height, no less than 34 in. and no more than 38 in. high from the finish surface of the ramp slope. Refer to local or state jurisdiction for guardrail specifications.

References

- AASHTO. Guide for the Development of Bicycle Facilities. Chapter 5. 2012.
- United States Access Board. Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way. 2011



Grade-Separated Crossings

Undercrossings

Bicycle/pedestrian undercrossings provide critical non-motorized system links by joining areas separated by barriers such as roads, waterways, and ski runs. Undercrossings are potential alternatives when overcrossings are not desired or feasible.



Undercrossings provide connections over barriers where at-grade crossings are infeasible or undesired.

Typical Application

- Locations where shared use paths or natural surface trails cross high-speed and high-volume roadways where an at-grade signalized crossing is not feasible or desired, or where crossing waterways, ski runs, or other barriers.
- Depending on the type of facility or desired user group, undercrossings may be considered in many types of projects.
- Undercrossings work best when existing topography allows for smooth transitions.

Design Features

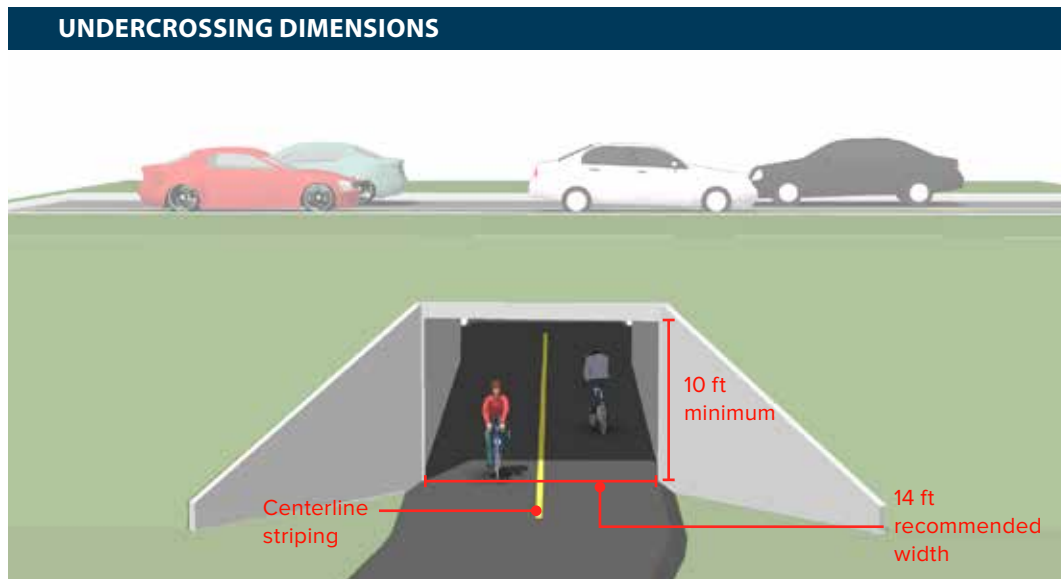
- The preferred width is 14 feet
- Undercrossings should provide a minimum of 10 feet of vertical clearance.
- To mitigate safety concerns, an undercrossing should be designed to be spacious, well-lit, and completely visible for its entire length from each end.

Further Considerations

- Compared to overcrossings, undercrossings of roadways typically have a smaller elevation differential, which requires shorter ramps for bicycles and pedestrians to navigate.

References

- AASHTO. Guide for the Development of Bicycle Facilities. Chapter 5. 2012.
- United States Access Board. Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way. 2011



MAINTENANCE

Regular maintenance is a critical component of a high-quality trail system. Without proper and timely maintenance, trails are at risk of erosion, overgrowth, and general degradation, which can pose risks to user safety and can have a negative impact on the user experience. People are more likely to walk or bicycle for transportation and recreation when they have access to well-maintained trails.

Trail maintenance is also crucial for minimizing impact on the natural environment, and wildlife; it also preserves the aesthetic beauty of the landscape. Ultimately, maintenance protects the investments made in building trails, and ensures that trails will continue to be assets to their community long into the future.

During the winter months, regular plowing and/or grooming of certain trails and paths is necessary to provide access, protect user safety, and reduce liability. Trail grooming can also increase opportunities for wintertime use such as cross-country skiing and fat biking.

The following recommendations provide a menu of options that address the three primary trail improvements proposed in this plan: **shared use paths, natural surface trails, and on-street improvements.**

Types Of Maintenance

This section provides a brief overview of typical trail maintenance tasks. It includes some general best practices.

Tree and Brush Trimming

Tree branches should be trimmed in a manner that leaves a one- to five-foot minimum horizontal clearance from the shoulder of the path and an eight- to twelve-foot vertical clearance. Any branches that appear to be dying, broken, or loose should be removed. Larger trees can be trimmed beyond the recommended clearance and trimmed less often. Trees should not be trimmed or pruned in a manner that thins out the branch cover and eliminates the shade it produces. Because natural surface trails are often less accessible than other types of trails and on-street facilities, a popular strategy is to trim trees

and brush beyond the minimum clearances to reduce maintenance frequency.

Mowing and Landscaping

Maintaining vegetation on path shoulders (in open space) and in sidepath buffers is important for preserving the integrity of the soil, preventing encroachment, and enhancing the character of the trails. The frequency of mowing and other landscaping activities will depend on the time of year and weather conditions. Grass or vegetation patches that wither or die should be replaced by seeding the patches, placing mulch, and watering them. If erosion occurs in the patch before the new grass is grown, grading the area may be necessary.

Weed Abatement

In the case of landscaped buffers adjacent to sidepaths or other planted areas near trails, weeds should be removed regularly to preserve the setting's aesthetic features. Native vegetation along trails in open space and wooded areas can typically be left untended (with the exception of trimming), and will contribute to the natural aesthetic. However, invasive plant species should be removed.

Debris Removal

Debris on paved paths can range from natural tree and plant droppings, such as leaves and twigs, to human-produced garbage and litter. Debris should be swept or blown off of the path to prevent tripping hazards and to preserve the paths' aesthetic features. Debris removal may be required more frequently at different times of year.

Snow Removal

For trails where snow removal is desirable, removal should occur immediately following winter weather events. On-street pedestrian and bicycle facilities can be plowed and/or de-iced concurrently with travel lanes. Paved paths can be cleared of snow using plows, shovels, snow blowers, or mechanical snowbrushes.

Gravel Replacement

Paths laid with gravel, crusher fines, or any other surface treatment other than pavement need to be inspected regularly for deterioration. Any deficiencies found in the trail, such as ruts, upheavals, potholes, or erosion, should be mitigated through grading and the reapplication of the surface material. Always compact the surface after reapplication to avoid additional deterioration. Wet spots can accelerate the degradation of gravel and crusher fine trails, and proper drainage strategies should be employed to ensure the mitigation of wet soil conditions.

Sign Repair and Replacement

Trail signage is not only critical for navigation and orientation, but also serves as a “brand” for the trail system. Keeping signage in good condition is therefore vital for maintaining a usable and appealing trail system. Trail signage should be inspected annually and replaced or repaired if damaged or defaced.

Regrading

Occasionally, portions of trails will need to be regraded to maintain a sufficiently even surface for users and to efficiently manage drainage. Natural surface trails will typically need spot regrading every couple of years to “deberm” the trail and promote drainage.

Restriping

Striping on paved paths should be inspected annually. Spring is typically the best time to inspect and restripe paths, as salt and winter weather can remove it. Restripe any areas where the striping has faded or been removed. Restriping on-street facilities such as shoulder lines or advisory shoulders should be done annually given Mountain Village’s climate and snowplowing frequency.

Crack Sealing and Repair

Sealing cracks in asphalt pavement is a cost-effective technique for extending the life of the asphalt surface. Crack sealing uses a flexible material that adheres to the crack edges but moves with the asphalt

as it contracts and expands with changes in temperature. Identifying and sealing cracks as soon as possible can reduce the rate at which potholes form. Seal cracks that are 1/8 of an inch or greater to prevent further deterioration.¹

Sealcoating

Exposure to water, sunshine, and other elements degrades the binder that holds the aggregate in asphalt together over time. Sealcoat is a material that provides protection from this type of damage. Regular sealcoating will extend the life of asphalt, and will also replenish the color and appearance of the pavement.

Pavement Overlay

An overlay consists of adding new asphalt material over the existing surface assuming the base services is still sound enough. Overlay is distinct from total replacement, less expensive and extends the life of the pathway. Asphalt overlays are required around 20 - 30 years after the initial installation if sealcoating is done periodically.



Crack sealing operations help to extend that lifespan of asphalt trails.

Natural Surface Trail Maintenance Resources

- » USFS Trail Construction and Maintenance Notebook
- » IMBA Trail Solutions: Chapter 7 Maintenance
- » Minnesota DNR Trail Planning, Design, and Development Guidelines

Natural Surface Trails

Natural surface trail maintenance varies widely based upon the original trail design and routing, soils, surrounding environment, drainage, user types, user volumes, and a number of other features. The following general maintenance activities should be conducted on trails that the Town of Mountain Village will maintain.

Inspections

Inspections on natural surface trails should be conducted at least twice yearly in spring and fall. A trail assessment form should be completed by Town of Mountain Village staff that identifies and locates all trail maintenance issues in need of attention. IMBA and the USFS have sample forms that could be used for this purpose.

Drainage and Tread Repair

Periodically, due to user traffic or drainage, trail treads will require maintenance. Trail tread should be restored to its original design condition. Restoration of the tread should include removal of slough or organic material, loose rocks, stumps, or roots that exceed the original specifications of the trail. Drainage repairs can vary widely from construction of drainage dips and knicks to culverts.

Pruning and Vegetation Removal

Pruning of vegetation and trees is a critical maintenance activity. Trails should typically be cleared four feet on the uphill side and a minimum of eight-feet overhead. Trees and shrubs should be cut as close to the ground as possible to prevent protruding stumps.

Sign Repair or Replacement

Proper maintenance and replacement of signs helps provide a good user experience and can prevent unauthorized social trails. Signs should be checked for fading or vandalism twice yearly, or as part of monthly visual inspections.



Structure Maintenance

Structures such as trail bridges, culverts, and retaining walls should be checked yearly for failure or risk of failure. If any structures pose a safety risk to trail users, the trail should be closed and repaired as soon as possible. If closure is anticipated for more than a couple of days, an alternate route should be provided as a bypass. Trail bridges should be checked to make sure abutments and support members are structurally sound. Culverts should be checked for blockages. Retaining walls should be checked for proper batter and loose stones.

Trail Decommissioning

Decommissioning, or removal, of undesirable social trails is an important component of a comprehensive natural surface maintenance strategy. Social trails can confuse users, increase the trail system's impact on the landscape. Decommissioning of unwanted social trails can vary widely from simple closure signage to complete obliteration and naturalization of the trail. Mountain Village should coordinate with the USFS on specific decommissioning strategies and treatments for trails on USFS lands.

Winter Grooming

Winter maintenance for Mountain Village natural surface trails includes grooming of the Boulevard West Trail (from Town Hall to SR 145) and grooming of the Boomerang Trail. These trails provide a pleasant Nordic skiing, snowshoeing, or fatbiking option for Mountain Village residents and a viable downhill connection into Telluride. The Town of Mountain Village should also consider grooming single track fatbike trails in conjunction with Nordic trails on the golf course. These wintertime activities provide year-round value to the trail system and can generate tourism opportunities for visitors who don't ski or are in search of a variety of activities.

Typical Planning Level Trail Maintenance Costs

Trail maintenance costs can vary widely on natural surface trails due to a number of variables such as use levels, exposure, soils, and sustainability of the initial trail construction. As a rule of thumb, land managers should budget approximately 5% of the initial construction cost of a natural surface trail for annual maintenance activities, such as those described above. This estimated maintenance cost should only be applied to sustainably constructed trails. Social trails, fall-line trails, or other trails not constructed to sustainable trail standards may require significantly more maintenance depending on local conditions.



Shared Use Paths And Sidepaths

Like natural surface trails, shared use paths and sidepaths require regular routine and capital maintenance to provide a quality experience to users. Maintenance activities will vary depending on the surface material (asphalt, concrete, or crusher fines).

Routine Maintenance

Maintenance needs will vary depending on the unique context and needs of each path. However, general routine maintenance includes sweeping, snow removal or grooming, landscaping and vegetation control, and repairs to the path surface. Table 5.1 lists typical shared use path and sidepath routine maintenance tasks, including frequency and estimated annual costs. Overall, routine maintenance for paved paths can range between \$500 and \$1,500 a year.

Winter Maintenance

Winter maintenance of shared use paths in Mountain Village is an important consideration for both winter tourists and residents. Winter maintenance consists of two primary activities: snow removal or grooming. This planning

document recommends snow removal on the Boulevard Trail between Town Hall and the Village Core to support winter walking and biking to these important community destinations. Recommended rerouting of the Boulevard Trail would remove the trail from active ski runs and allow winter snow removal to be considered.

Grooming of shared use paths is recommended on other shared use paths not identified for snow removal. This would include trails such as the proposed Big Billies Trail, Adams Ranch Road sidepath, and SR 145 trail. Grooming of these trails would support recreation and transportation uses during winter months.

Capital Maintenance

Major or capital maintenance activities typically involve more intensive maintenance repairs such as pavement seal coating, pavement overlays, pavement reconstruction, or other structural rehabilitations. Needs can vary widely based upon environmental factors, such as soil conditions, drainage and the quality of initial construction. Any paved path surface will deteriorate over time with asphalt surfaces dropping in quality rapidly after 10 years. Preservation efforts such as

TABLE 5.1 SHARED USE PATH AND SIDEPATH ROUTINE MAINTENANCE

Maintenance Activity	Function	Frequency	Est. Annual Cost (per mi.)
Path sweeping	Keep paved surfaces debris free	Twice annually (once in spring and once in fall)	\$140 (x2)
Litter and trash removal	Keep path clean and maintain consistent quality of experience for users	Annually, or as needed	\$70
Mowing path shoulders (native opens space areas)	Increases the effective width of the path corridor and helps prevent encroachment	Twice annually, in late spring and mid-to late-spring	\$100 (x2)
Tree and brush trimming	Eliminate encroachments into path corridor and open up sight lines	Annually, or less frequently as needed	\$100
Weed abatement	Manage existence and/or spread of noxious weeds, if present	Twice annually, in late spring and mid to late summer	\$140 (x2)
Safety Inspections	Inspect path tread, slope stability, and bridges or other structures	Annually	\$20
Snow removal/grooming	Limited to sections of the path where year-round access is desired	As needed (assume 20 events)	\$480
Sign and other amenity inspection/replacement	Identify and replace damaged infrastructure	Annually (assume 2 sign replacements)	\$100
Crack sealing and repair	Seal cracks in asphalt to reduce long term damage	Annually	\$250

seal coating extend the life of asphalt efficiently and at a lower cost than waiting for the surface to require reconstruction. Overlays may be needed after multiple seal coats or at approximately 30 years of service. A full reconstruction is typically needed after 50 years if the seal coat and overlay have been provided. Table 5.2 describes a typical 10-year capital maintenance scenario for paved paths.

Concrete paths will require significantly less capital maintenance than asphalt paths. Although they may require isolated jacking or replacement, limited capital maintenance expenditures can generally be expected for upwards of 50 years.

Shared use paths constructed out of crusher fines provide a stable ADA compliant surface. Like asphalt or concrete paths, these trails require periodic maintenance to provide a high quality experience. Minor re-grading should be done every two years to eliminate any ruts and add gravel to low spots. Table 6.5 illustrates typical costs associated with surface maintenance of crusher fines paths.

Financial planning for major or capital maintenance can be challenging. Typically asphalt shared use paths require greater capital maintenance activities with age and ultimately require full reconstruction at some point. Some jurisdictions stay focused on eventual reconstruction and treat this as a maintenance item to be budgeted for, whereas some treat this as a separate capital project to be considered at a later date.

TABLE 5.2 PAVED SHARED USE PATH AND SIDEPATH CAPITAL MAINTENANCE

Maintenance Activity	Time	Long Term Capital Costs		
Sealcoat	Year 10	\$0.19/SF	\$1.90/LF	\$10,000/mi
Sealcoat	Year 20	\$0.19/SF	\$1.90/LF	\$10,000/mi
Overlay	Year 30	\$2.00/SF	\$20.00/LF	\$105,000/mi
Sealcoat	Year 40	\$0.19/SF	\$1.90/LF	\$10,000/mi
Reconstruction	Year 50	\$6.50/SF	\$65.00/LF	\$343,000/mi

TABLE 6.5 UNPAVED SHARED USE PATH CAPITAL MAINTENANCE

Maintenance Activity	Time	Long Term Capital Costs		
Regrade	Every other year	\$0.05/SF	\$0.40/LF	\$2,112/mi

Capital Maintenance Guidance

- » Seal cracks as soon as possible to stop pot holes from forming.
- » Sealcoat the asphalt path surfaces on a regular basis to provide protection from the elements and extend the pavement’s usable life.
- » When minor to modest damage is present, overlays can sufficiently repair the surface without having to complete a total reconstruction.



A bobcat with a plow can be used to plow shared use paths and sidepaths.

Sweeping Guidance

- » Establish a seasonal sweeping schedule that prioritizes roadways with on-street bicycle and pedestrian facilities.
- » Sweep on-street facilities whenever there is an accumulation of debris.
- » Perform additional sweeping in the spring and fall
In curbed sections, sweepers should pick up debris; on open shoulders, debris can be swept onto gravel shoulders.
- » Pave gravel driveway approaches to minimize loose gravel on paved roadway shoulders.

Pavement Surface Guidance

- » Ensure that on new roadway construction, the finished surface on shoulders does not vary more than ¼ inch.
- » Maintain pavement so ridge buildup does not occur at the gutter-to-pavement transition.
- » Inspect the pavement 2 to 4 months after trenching construction activities are completed to ensure that excessive settlement has not occurred.
- » During chip seal maintenance projects, if the pavement condition of the shoulder is satisfactory, it may be appropriate to chip seal the travel lanes only. However, use caution when doing this so as not to create an unacceptable ridge between the shoulder and travel lane.
- » Maintain a smooth pothole-free surface.

On-Street Facilities

On-street pedestrian and bicycle facilities, including shoulders and advisory shoulders, are typically maintained as part of standard roadway maintenance programs, and extra emphasis should be put on keeping roadway shoulders clear of debris and snow, as well as keeping vegetation overgrowth from blocking visibility or creeping into the roadway. Maintenance activities could be driven by a regular schedule or by maintenance requests from the public. Typical maintenance costs for on-street facilities are shown in Table 5.3 on the following page.

Sweeping

When an on-street bicycle or pedestrian facility becomes filled with debris, users are forced into the motor vehicle lane. Poor facility maintenance can contribute to crashes and deter potential bicyclists and walkers.

Periodic checks should be made of the on-street bicycle and pedestrian network with the majority of work being confined to spot fixes and damage response. Street sweeping of on-street facilities will need to be coordinated with the management agency's roadway maintenance program to ensure that the roadway is cleared curb to curb.

Pavement Surface

Bicyclists are more sensitive to pavement quality than motorists because of reduced speeds, narrower tire widths, and, typically, lack of suspension or dampening systems. A chip size of ¼ inch or ⅜ inch is recommended to provide comfortable riding surfaces for bicyclists. A seal coat, which is applied after the chip, also contributes to a smooth roadway surface.

Compaction, which occurs after trenches and other construction holes in roadways are filled, is another important pavement surface issue to consider. Uneven settlement after trenching can affect the roadway surface nearest the edge or curb where bicycles and pedestrians travel. Sometimes compaction is not achieved to a satisfactory level, and an uneven pavement surface can result due to settling over the course of days or weeks.

Pavement Overlay

Pavement overlays represent good opportunities to improve conditions for on-street bicycle and pedestrian facilities if done carefully. A ridge should not be left in the area where users travel (this occurs where an overlay extends part-way into a shoulder). Overlay projects also offer opportunities to widen shoulders or to re-stripe a roadway with advisory shoulders.

Winter Maintenance

Winter maintenance of bicycle and pedestrian facilities is an important consideration for a town like Mountain Village that receives significant amounts of snowfall. The Town should expect bicyclists and pedestrians to use the road and trail network year-round, even in inclement conditions, and providing safe conditions for trail users should be a top priority. Facilities that connect key destinations such as Mountain Village Center, Town Hall, and the Meadows should be prioritized for snow removal. Some communities plow streets with bicycle and pedestrian facilities by 7:00 am (starting at 4:00 am), Monday through Friday, to facilitate users' commute to school and work. On-street facilities should be plowed at the same time as the rest of the street and should not require additional cost or effort. Figure 5.1 displays recommended trail grooming and plowing for Mountain Village.

TABLE 5.3 ON-STREET FACILITIES MAINTENANCE

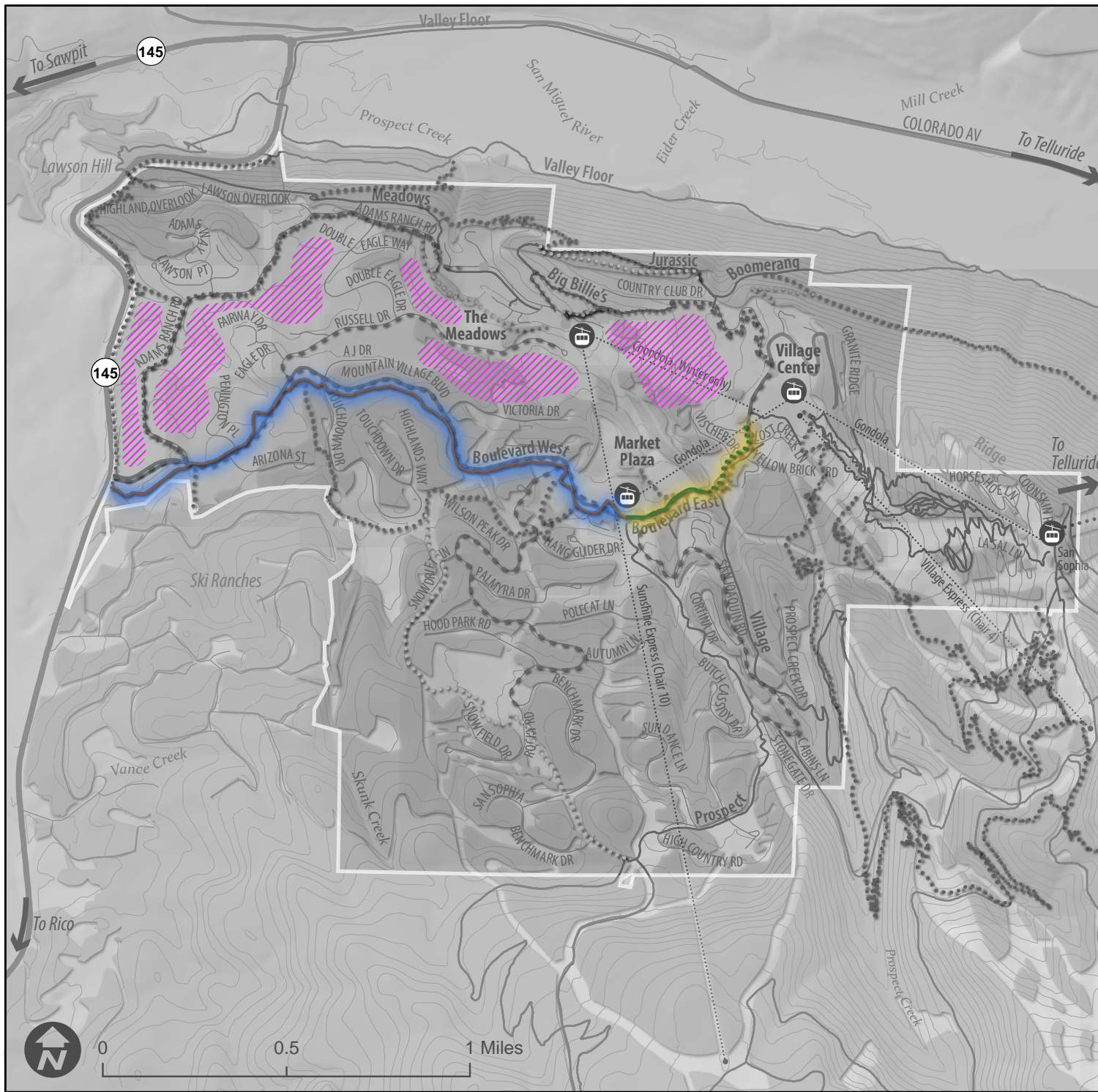
Maintenance Activity	Material	Frequency	Estimated Cost
Pavement sweeping	All	Weekly or monthly as needed	Part of regular street sweeping activities and costs
Snow removal	All	Simultaneous with regular roadway snow removal; otherwise, as needed	Depends on conditions; approx \$150/mile
Tree and shrub trimming	All	5 months to 1 year	Part of regular street sweeping activities and costs
Sign repair and replacement	Signs and poles	Every 10 years	\$300/sign
Shoulder striping	Paint	Yearly	\$1,230/mile

Pavement Overlay Guidance

- » Extend the overlay over the entire roadway surface to avoid leaving an abrupt edge.
- » If the shoulder pavement is of good quality, it may be appropriate to end the overlay at the shoulder provided no abrupt ridge remains.
- » Ensure that inlet grates, and manhole and valve covers are within ¼ inch of the finished pavement surface and are made or treated with slip-resistant materials.
- » Pave gravel driveways to property lines to prevent gravel from being tracked onto shoulders.

Snow Removal Guidance

- » Mountain Village should employ a proactive or anti-icing strategy, and have a plan for the removal of de-icing surface material debris that accumulates in and around on-street bicycle and pedestrian facilities.
- » A prioritization schedule for snow removal is necessary and should focus on primary routes and destinations that impact the highest volume of bicyclists and pedestrians immediately following snow events.
- » Plow all the way to the curb or road edge to clear shoulders.



TRAILS

MASTER PLAN

MAP 5.1 WINTER MAINTENANCE*

- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
- Proposed
- Shared-Use Path
- Natural Surface Shared Use

WINTER MAINTENANCE

- Plow
- Groom
- Nordic Skiing & Fat Biking Grooming

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

PRIORITIZATION / PHASING

Implementation of the proposed Mountain Village trail system will require a phased approach that accounts for both capital construction and ongoing maintenance. The following pages specify a general phasing framework for the implementation of the Mountain Village Trail system. Each proposed project in the plan was scored on its ability to advance this plan's goals, as identified in Chapter 4. Projects were then distributed into three phases: Phase I- Near term, Phase II- Medium term, and Phase III- Long Term. A recommended approach for project selection would be for Mountain Village's council to select projects during the annual budgeting process using the proposed phasing plan as a general guide.

Although this plan recommends phasing for specific projects, flexible and opportunistic implementation is encouraged. Deviation from the proposed implementation schedule may be warranted if opportunities exist to construct projects more economically, partner with other agencies, partner with other planned projects (such as utility work), respond to specific grant funding, or address a pressing public need.

PLANNING-LEVEL COSTS

Table 5.4 includes planning-level cost estimates per unit for the different types of facility and spot improvements that are recommended in this plan. Estimates are based on typical unit costs with similar projects. Detailed estimates from engineers and contractors should be obtained prior to construction.

Tables 5.5 to 5.7 list the improvements recommended for three distinct phases. Planning-level cost estimates are provided for each project based on the per unit cost in Table 5.4 and the length of the project.

TABLE 5.4 PLANNING-LEVEL COST ESTIMATES BY IMPROVEMENT TYPE

Facility Types	Unit	Unit Cost	Notes
Advisory Shoulders	LF	\$0.70	x2
4" skipped white stripe - paint	LF	\$0.25	
Symbol - paint	EACH	\$30.00	spaced every 300'
Sign	EACH	\$300.00	spaced every 600'
Natural Surface Trail			
12' path, 1' shoulders, native soil	LF	\$8.00	
Shared-Use Path, Sidepath			
12' path, 1' shoulders - asphalt	LF	\$200.00	
12' path, 1' shoulders - crusher fine	LF	\$100.00	
Shoulder Widening (approx. 4')	LF	\$215.00	x2
Standard Bike Lane	LF	\$0.85	x2
4" white stripe - paint	LF	\$0.25	
Bike Lane Symbol - paint	EACH	\$30.00	spaced every 300'
Bike Lane sign	EACH	\$300.00	spaced every 600'
Trail Overcrossing/Bridge	LF	\$3,500.00	
Trail Undercrossing	n/a	Varies	

*Planning Level Costs do not account for permitting, land acquisition, or design. Site-specific issues or constraints may result in higher costs.

PRIORITIZATION PROCESS

The following project prioritization methodology should serve as a general guide for prioritizing investment in the trail system; however, flexibility in implementation is highly encouraged when opportunities arise to share resources, achieve costs savings, or partner with other agencies. For each project identified as part of the proposed system, scoring was established based on the following criteria:

Goal	Criteria	Scoring Methodology
Safety	Improves or supports user safety	0- Project does not contribute to improved user safety
		1- Project provides moderate improvements to user safety
		2- Project provides substantial improvements to user safety
Connectivity	Connects to key community destinations	0- Project does not connect to any key destinations
		1- Project connects to one or more secondary community destinations
		2- Project connects to one or more primary community destinations
Recreation	Broadens or improves recreation opportunities for Mountain Village residents or visitors	0- Project does not broaden or improve recreation opportunities
		1- Project provides moderate improvements to recreation opportunities
		2- Project provides significant improvements to recreation opportunities
Sustainability	Improves the ability to walk or bike for transportation in Mountain Village	0- Project is not likely to be used for transportation or commuting purposes
		1- Project provides moderate improvements for commuters walking and biking in and around Mountain Village
		2- Project provides significant improvements for commuters walking and biking in and around Mountain Village
Partnerships	Project supports the interests of multiple stakeholders such as the Town of Mountain Village, Town of Telluride, Telluride Ski & Golf, or the USFS	0- Project has limited to no potential to form or leverage partnerships
		1- Project offers moderate potential to develop or leverage partnerships
		2- Project offers significant potential to form robust partnerships

PHASE I

The projects identified for Phase I are those which are considered to be most critical to meet immediate needs. Ideally, Phase I will be completed in one to three years.

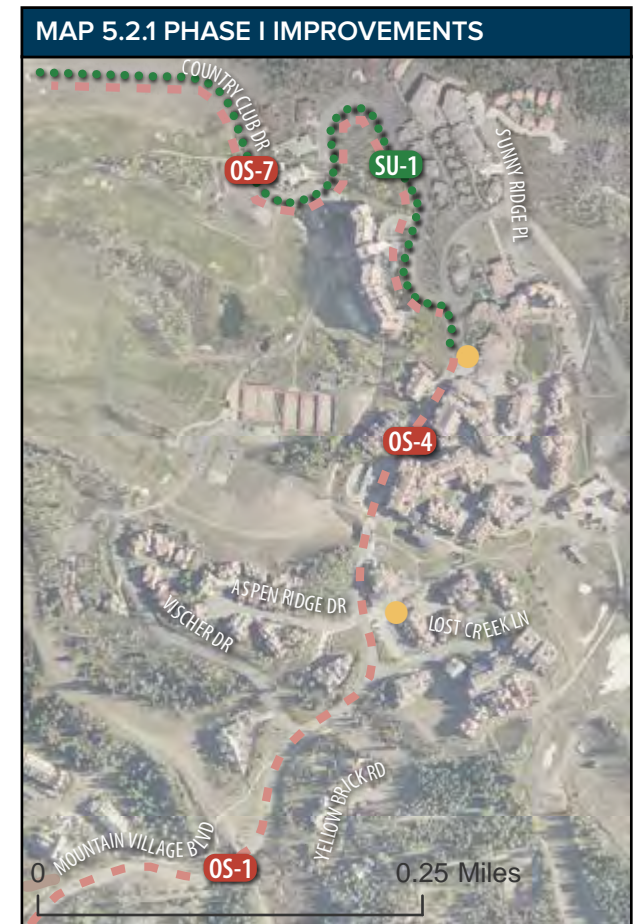
TABLE 5.5 PHASE I IMPROVEMENTS

Trail ID	Trail Name	Improvement Type	Length (miles)	Planning-Level Cost
SI-1	SR-145 Grade- separated trail crossing	Grade-separated trail crossing	n/a	\$2,000,000
S1-5	Meadows Express Bridge	Trail Bridge	130'	\$455,000
NS-6	Stegosaurus	Natural Surface- Open to All Uphill Users/Downhill Bikes Prohibited	0.5	\$21,120
NS-17	Jurassic (renovation project)	Natural Surface- Descending Bikes Only	0.5	\$0**
SU-1	Upper Country Club Dr - Mountain Village Blvd to Big Billie's Trail	Sidewalk/Sidewalk - foot traffic only (paved)	0.3	\$300,000
OS-4	Mountain Village Blvd - Lost Creek Lane to Country Club Dr	Combination shoulder and sidewalk with ADA improvements	0.2	\$340,000
NS-4	Meadows Express	Natural Surface - Shared Use	0.7	\$29,568
NS-7	O'Reilly Trail	Natural Surface- Foot Traffic Only	1.6	\$67,584
SU-6	Lawson Hill Connector	Shared Use Path (paved)	0.1	\$105,600
NS-9	Boulevard Trail (renovation project)	Natural Surface-Shared Use	1.9	\$40,128
OS-6	San Joaquin Rd	Shoulders/Advisory Shoulders†	1.1	\$460,000
OS-1	Mountain Village Boulevard - Lost Creek Lane to Market Plaza	Shoulder Widening	0.4	\$454,080
OS-7	Upper Country Club Dr - Mountain Village Blvd. to Big Billies	Shoulders	0.5	\$400,000
Phase I Total				\$4,673,080

*Reconstruction assumed to be \$4.00/LF

**Management change only

†One-third of project assumed to require shoulder widening





TRAILS

MASTER PLAN

MAP 5.2 PHASE I IMPROVEMENTS*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
- Proposed
- Shared-Use Path
- On-Street Improvements

NATURAL SURFACE TRAILS

- Shared Use
- Uphill Bike/
Multi-Directional Hike
- Descending Bikes Only
- Foot Traffic Only
- Proposed Spot Improvement

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

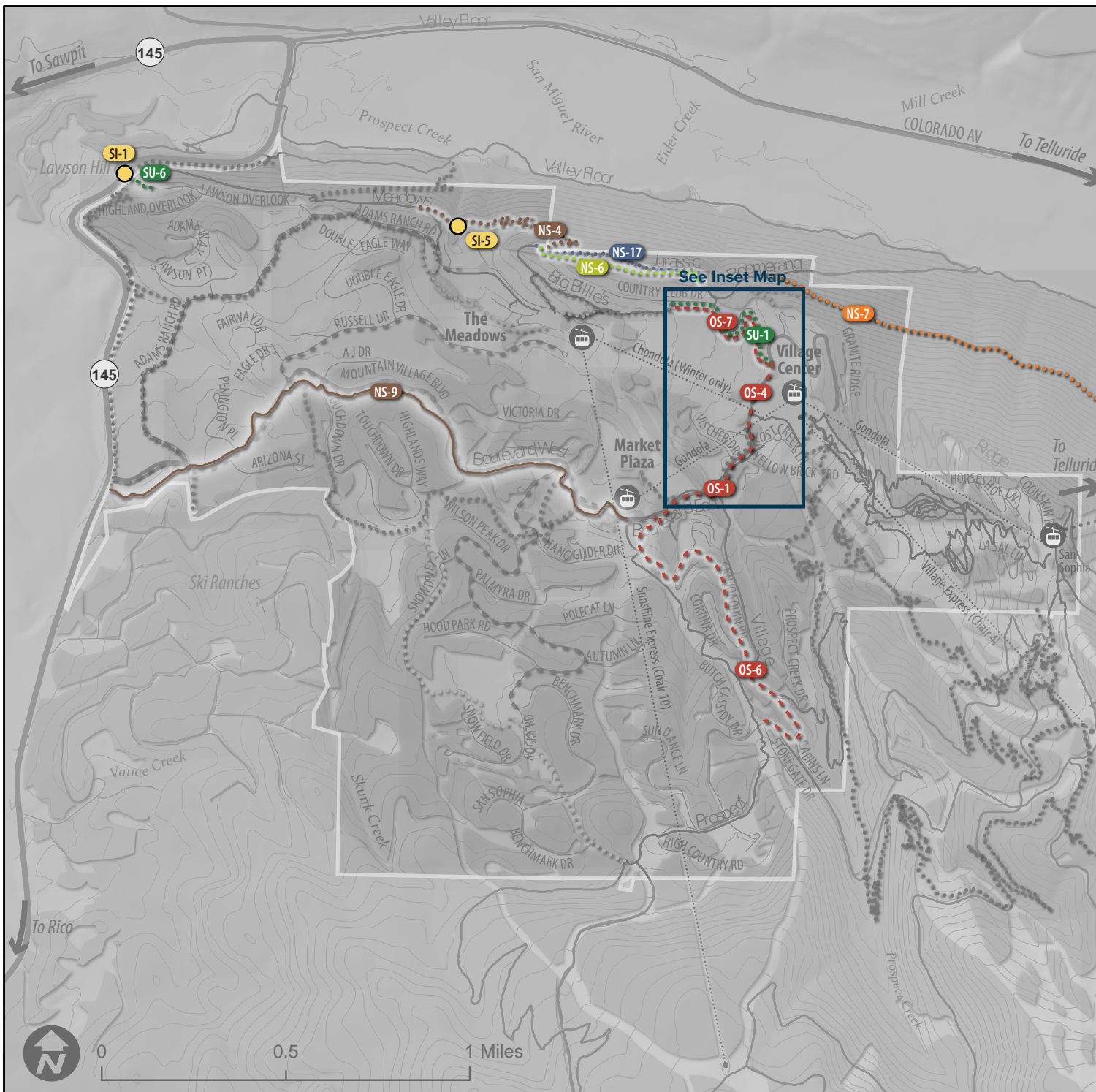


TABLE 5.5.1 PHASE I SCORING

Trail Name		Safety		Connectivity		Recreation		Sustainability		Partnerships		Total
SI-1	SR 145 Grade-Separated Trail Crossing	2	Solves serious safety issue at SR-145	2	Vital connection to the valley floor and Lawson Hill	2	Supports the Meadows Trail	2	Important commuting opportunity for Lawson Hill	0	Opportunity to partner with SMART and CDOT	10
SI-5	Meadows Express Bridge	1	Eliminates the need for on-street connection from Jurassic Trail to Meadows Trail	2	Assists in linking Lawson Hill to Village Center via Meadows Trail and Jurassic	2	Improves trail experience on Jurassic and Meadows Trails	2	Supports important commuting route	2	Possible partnerships with TSG or USFS	9
NS-6	Stegosaurus	2	Alleviates bike-hike conflicts	2	Important connection between Lawson Hill and Village Center	2	Improves recreation function of Jurassic	2	Improves commuting function of Jurassic	0	None	8
NS-17	Jurassic (renovation project)	2	Alleviates bike-hike conflicts	2	Important connection between Lawson Hill and Village Center	2	Improved recreation functionality in conjunction with Stegosaurus trail	2	Improved commuting functionality in conjunction with Stegosaurus trail	0	None	8
SU-1	Village Center to Big Billie's	2	Important connection to get bicyclists off of Country Club	2	Assists in connecting Meadows Village to Village Center	2	Provides connectivity from Village Center to Jurassic / Boomerang	2	Offers good commuting route from Village Center to Lawson Hill or Telluride via Banner Trail	0	Connectivity to USFS Land or Town of Telluride	8
OS-7	Upper Country Club Dr - Mountain Village Blvd. to Big Billies	2	Important connection to create safe area for bicyclists on Country Club Dr	2	Assists in connecting Meadows Village to Village Center	2	Provides connectivity from Village Center to Jurassic / Boomerang	2	Offers good commuting route from Village Center to Lawson Hill or Telluride via Banner Trail	0	Connectivity to USFS Land or Town of Telluride	8
OS-4	Mountain Village Blvd to Country Club Dr	2	Important, highly used connection with no sidewalks or bicycle facilities	2	Important connection for pedestrians and bicyclists to Jurassic / Boomerang	1	Supports connection to highly used recreational trails from Village Center	2	Links residences and businesses along this segment of Mountain Village Blvd.	1	Potential partnership with TSG	8

TABLE 5.5.1 PHASE I SCORING (CONTINUED)

Trail Name		Safety		Connectivity		Recreation		Sustainability		Partnerships		Total
NS-4	Meadows Express	1	Removes need to make on-street connection through Meadows	2	Part of important connection linking Village Center to Lawson Hill	2	Creates off-street connection between Jurassic and Meadows Trails	2	Improves commuting functions of Jurassic and Meadows Trails	0	None	7
NS-7	O'Reilly Trail	0	Limited safety value ²	2	Major regional connection	2	Important and sizable new recreational trail	1	Some potential for commuting	2	Opportunity to partner with Town of Telluride / TSG / USFS	7
SU-6	Lawson Hill Connector	2	In conjunction with SI-1, provides safe on-street bicycle connection to Lawson Hill and potentially Valley Floor	1	Connects to Lawson Hill	0	Limited recreational value	2	Important potential commuting route to Lawson Hill and Valley Floor	2	Possible partnerships in conjunction with SI-1 (grade separated crossing of SR-145)	7
NS-9	Boulevard Trail (renovation project)	1	Should lessen conflicts on Boulevard Trail	1	Connects to Market Plaza	1	Improves all-season recreation and capacity on Boulevard Trail	2	Improves commuting functions for winter and summer	1	Opportunity to partner with TSG	6
OS-6	San Joaquin Rd	2	Provides improved accommodation for bicyclists and pedestrians along San Joaquin Rd	2	Connects Market Plaza and numerous developments along San Joaquin Rd	0	Limited recreational value	2	Good commuting opportunity, particularly for higher-density developments on lower San Joaquin Rd	0	No partnerships	6
OS-1	Mountain Village Boulevard	1	Some value to improving shoulders, though Boulevard Trail provides good alternative	2	Connects SR-145 to Market Plaza and Village Center	0	Limited recreational value	1	Some commuting value. Boulevard Trail provides good alternative.	0	No partnerships	4

PHASE II

Phase II projects are mid-term projects to be completed in potentially three to six years. These projects are less critical than Phase I projects, but are still important to improve non-motorized access and connectivity in Mountain Village.

TABLE 5.6 PHASE II IMPROVEMENTS

Trail ID	Trail Name	Improvement Type	Length (miles)	Planning-Level Cost
SU-8	SR145 - Meadows Trail to Valley Floor	Sidepath (paved)	0.6	\$1,000,000
SU-10	SR145- Mountain Village Blvd to Emergency Access Road	Shared Use Path (crusher fines)	0.5	\$264,000
SU-5	Big Billie's	Shared Use Path (paved)**	0.6	\$633,600
NS-8	Elk Pond Loop	Natural Surface - Shared Use	1.5	\$63,360
SI-3	Boulevard Trail Undercrossing	Construct a new trail undercrossing from the proposed park at Elk Pond to Town Hall consistent with the Town Hall small area plan.	n/a	\$2,000,000
NS-15	Banner Trail	Natural Surface- Shared Use	0.5	\$21,120
OS-5	Benchmark Dr	Shoulder Widening/Advisory Shoulders*	1.5	\$571,296
NS-1	See Forever Hiking Trail Connector	Natural Surface-Foot Traffic Only	0.3	\$12,672
NS-2	Bear Creek to Market Plaza	Natural Surface - Shared Use	0.1	\$4,224
NS-3	Bear Creek Extension	Natural Surface - Shared Use	0.1	\$4,224
NS-10	Tristant Trail	Natural Surface - Shared Use	<0.1	\$4,224
SI-4	Elk Pond Trail Undercrossing	Construct a trail undercrossing below Benchmark to facilitate the proposed Elk Pond Trail.	n/a	\$800,000
Phase II Total:				\$5,378,720

*Renovation assumed to be \$8.00/LF

**Crusher fines would be approximately 50% the cost of paving



TRAILS

MASTER PLAN

MAP 5.3 PHASE II IMPROVEMENTS*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
- Proposed
- Shared-Use Path
- On-Street Improvements

NATURAL SURFACE TRAILS

- Shared Use
- Uphill Bike/ Multi-Directional Hike
- Descending Bikes Only
- Foot Traffic Only
- Proposed Spot Improvement

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

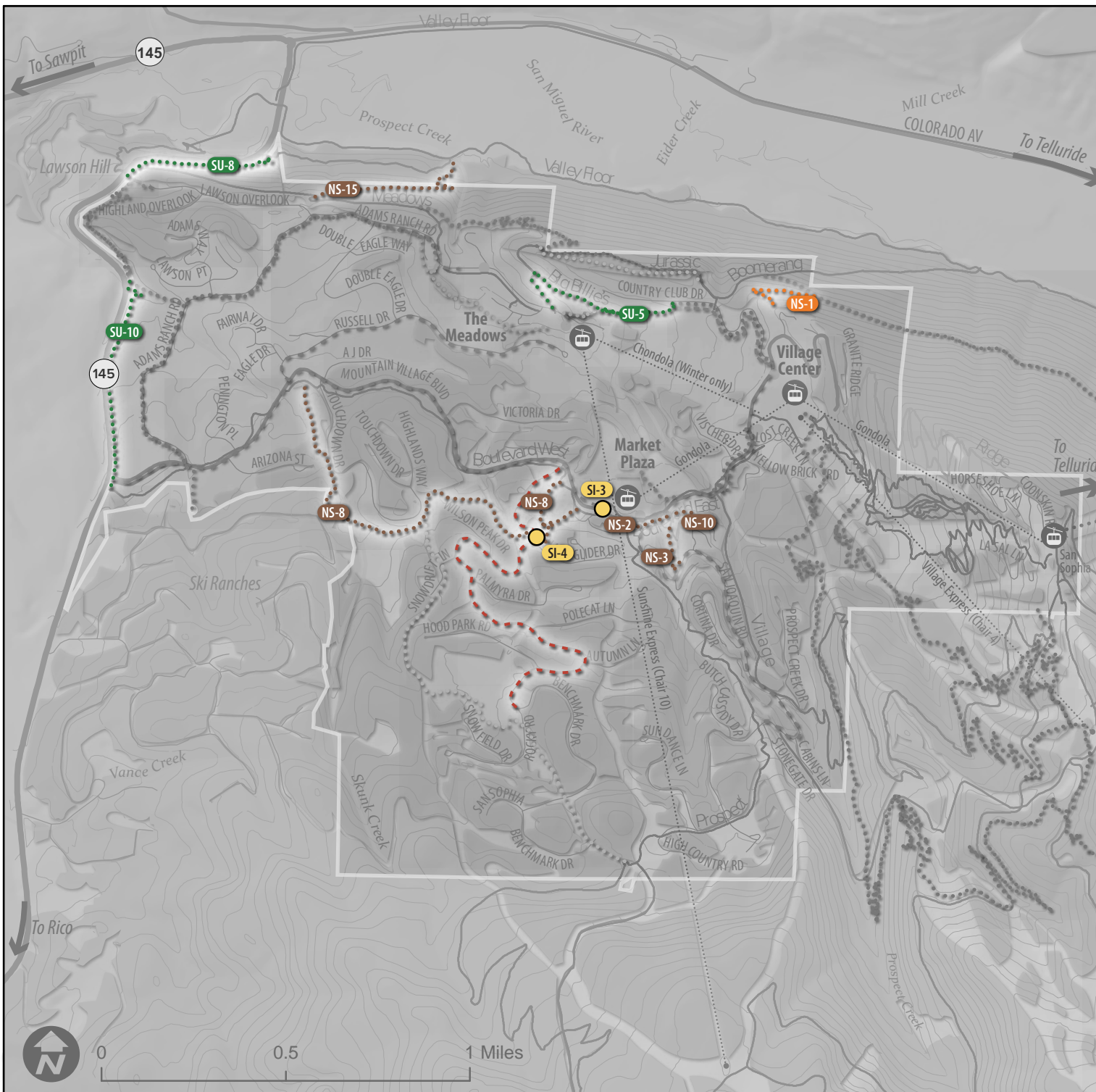


TABLE 5.6.1 PHASE II SCORING

Trail Name		Safety		Connectivity		Recreation		Sustainability		Partnerships		Total
SU-8	SR-145 Meadow Trail to Valley Floor	2	High quality alternative to SR-145	2	Connection to valley floor	1	Connects Meadows Trail to valley floor trails	1	Some commuting potential for valley to Valley Floor and Lawson Hill	2	Potential partnerships with CDOT	8
SU-10	Mountain Village Blvd to emergency access road	2	High quality alternative to SR-145	1	-	0	Limited recreational value	2	Limited commuting value	2	Possible partnerships with CDOT	7
SU-5	Big Billie's	2	Improves Big Billie's connection	2	Assists in connecting Meadows Village to Village Center	0	Limited recreational value	2	Offers good commuting potential from the Meadows to the Village Center	0	No partnerships	6
NS-8	Elk Pond Loop	0	Limited safety value	1	Provides connection to Market Plaza	2	New low-elevation trail opportunity	1	Some opportunity to commute to Market Plaza	1	Ability to partner with TSG	5
SI-3	Boulevard Trail undercrossing	2	Offers safe connection between future Elk Pond Park improvements and Market Plaza	1	Connects to Market Plaza	1	Some recreational value from proposed Elk Pond trails to Market Plaza	1	Some commuting value linking Benchmark Drive residents to Market Plaza	0	No partnerships	5
NS-15	Banner Trail	1	Provides connection to valley floor without crossing SR-145	1	Connection to valley floor	1	New connection to valley floor trails	0	Not a likely commuting route	1	Partnerships with the Town of Telluride / USFS	4
OS-5	Benchmark Dr	2	Provides improved accommodation for bicyclists and pedestrians along Benchmark Dr	1	-	0	-	1	Some commuting opportunity, particularly for developments on lower San Joaquin	0	-	4
NS-1	See Forever Hiking Trail Connector	0	-	1	Provides connection to Town of Telluride via O'Reilly Trail	1	Some recreation potential to link to Town of Telluride trails	1	Some commuting potential to Town of Telluride	0	No partnerships	3

TABLE 5.6.1 PHASE II SCORING (CONTINUED)

Trail Name		Safety		Connectivity		Recreation		Sustainability		Partnerships		Total
NS-2	Bear Creek to Market Plaza	1	Provides safe access to Market Plaza for lower San Joaquin residents	1	Assists in providing connectivity to Market Plaza	0	Short trail, limited recreation potential	1	Offers some commuting potential	0	No partnerships	3
NS-3	Bear Creek Extension	1	Provides safe access to Market Plaza for lower San Joaquin residents	1	Assists in providing connectivity to Market Plaza	0	Short trail, limited recreation potential	1	Offers some commuting potential	0	No partnerships	3
NS-10	Tristant Trail	1	Provides safe access to Market Plaza for lower San Joaquin residents	1	Assists in providing connectivity to Market Plaza	0	Short trail, limited recreation potential	1	Offers some commuting potential	0	No partnerships	3
SI-4	Elk Pond Trail undercrossing	1	Undercrossing improves safety issues related to the proposed Elk Pond Trail crossing Benchmark	0	Limited connectivity improvement	1	Supports Elk Pond Trail development	1	Some commuting opportunity to connect Benchmark residents to planned Elk Pond Park and Market Plaza	0	No partnerships	3

PHASE III

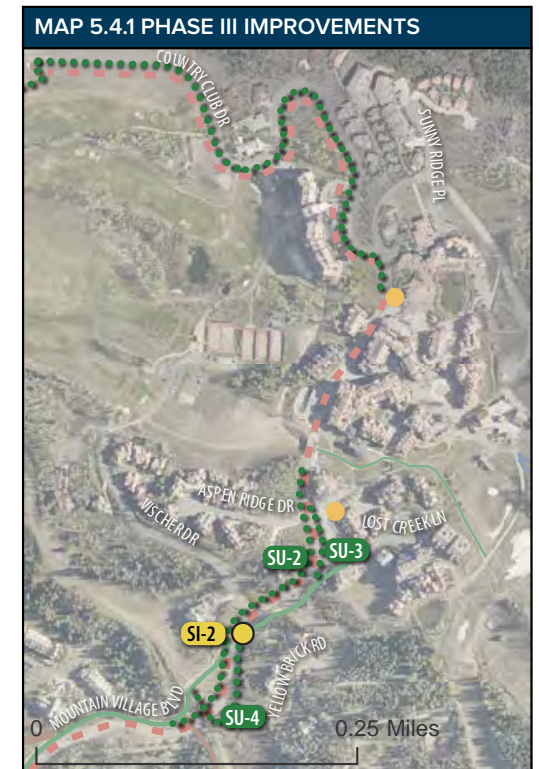
Phase III represents long-term projects that should be implemented after Phase I and II are complete. They will further improve the trail user experience and will help to meet future trail demand. Prior to implementation, Phase III projects should be reevaluated to determine whether they are still relevant to the conditions or if they need to be adjusted.

TABLE 5.7 PHASE III IMPROVEMENTS

Trail ID	Trail Name	Improvement Type	Length (miles)	Planning-Level Cost
SU-9	SR145- Emergency Access Road to Meadow Trail	Shared Use Path (crusher fines)	0.6	\$316,800
SU-2	Boulevard Trail Extension	Sidepath (paved)	0.3	\$316,800
SU-4	Boulevard Trail Re-Route	Sidepath (paved)	0.1	\$105,600
SU-7	Adams Ranch Rd Sidepath	Sidepath	1.4	\$1,478,400
NS-18	Elk Pond to Prospect Trail	Natural Surface - Uphill Bike/Multi-Directional Hike	1.4	\$59,136
SU-3	Boulevard Extension #2	Sidepath (paved)	0.1	\$105,600
OS-2	Russell Dr	Shoulder Widening/Advisory Shoulders*	0.9	\$685,555
OS-3	Adams Ranch Rd (alternative to project SU-7)	Shoulder Widening/Advisory Shoulders*	1.5	\$571,296**
NS-5	Meadows Perimeter Hiking Trail	Natural Surface - Foot Traffic Only	0.5	\$21,120
NS-11	Ski Ranches Connector	Natural Surface - Shared Use	0.1	\$4,224
NS-12	Boulevard to VCA	Natural Surface - Shared Use	0.1	\$4,224
NS-14	Meadows Hiking Trail - Connector	Natural Surface - Foot Traffic Only	0.2	\$8,448
NS-16	Big Billies - Hiking Connector (renovation)	Natural Surface - Foot Traffic Only	0.2	\$8,448
SI-2	Eliminate at-grade crossing/use ski bridge	Eliminate at-grade crosswalk	n/a	\$1,500
NS-13	Emergency Access Trail	Natural Surface - Shared Use	0.2	\$8,448
OS-8	Mountain Village Blvd. - Market Plaza to Highway 145	Shoulder Improvements	1.7	\$1,929,840
Phase III Total:				\$5,054,143

*One-third of project assumed to require shoulder widening; additional study needed to determine precise limits of advisory shoulders and areas requiring shoulder widening

**Not included in Phase III total





TRAILS

MASTER PLAN

MAP 5.4 PHASE III IMPROVEMENTS*

- Bus Stop
- Gondola Station
- Contour Line (100 feet)
- Forest Cover
- Town of Mountain Village

RECOMMENDATIONS

- Existing
- Proposed
- Shared-Use Path
- On-Street Improvements

NATURAL SURFACE TRAILS

- Shared Use
- Uphill Bike/ Multi-Directional Hike
- Descending Bikes Only
- Foot Traffic Only
- Proposed Spot Improvement

*Trails depicted in this map that are outside of the Mountain Village municipal boundary are not included in trail mileage mentioned elsewhere in this plan.

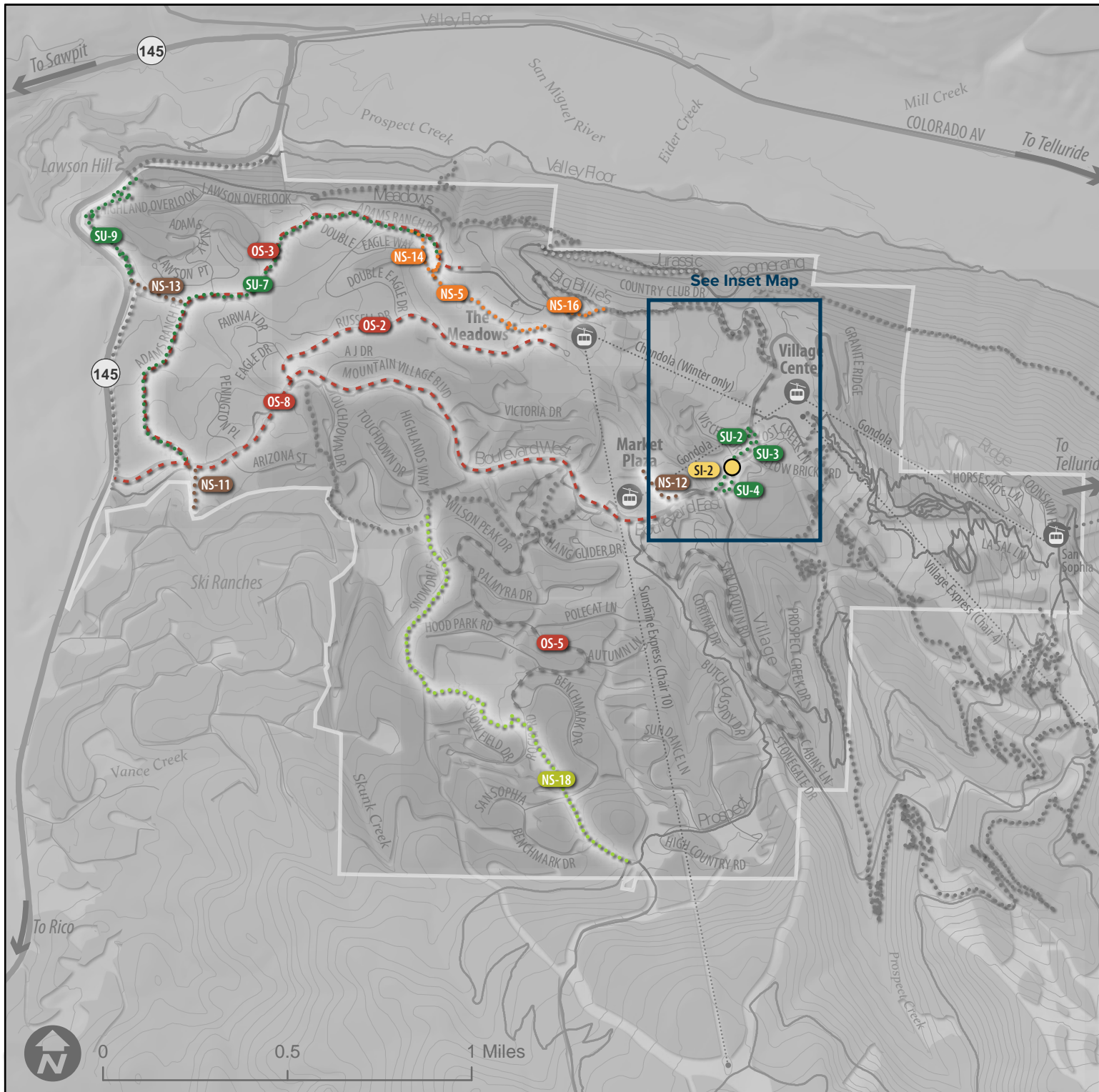


TABLE 5.7.1 PHASE III SCORING

Trail Name		Safety		Connectivity		Recreation		Sustainability		Partnerships		Total
OS-8	Mountain Village Blvd. - Market Plaza to Highway 145	2	Important, highly used connection with no existing bicycle or pedestrian facilities	2	Important connectino for bicyclists and pedestrians to SR-145	1	Supports connection to highly used recreational trails	2	Links residences and businesses along Mountain Village Blvd.	1	Potential partnership with TSG	8
SU-9	SR-145 - Emergency Access Road to Meadow Trail	2	High quality alternative to SR-145	1	-	0	Limited recreational value	0	Limited commuting value	2	Potential partnerships with CDOT	5
SU-2	Boulevard Trail Extension	1	Eliminates at-grade crossing at a dangerous location on Mountain Village Boulevard	2	Offers connectivity from Market Plaza to Village Center	0	Limited recreational value	1	Offers some commuting potential to Village Center	0	No partnerships	4
SU-4	Boulevard Trail Re-Route	2	Eliminates at-grade crossing at a dangerous location on Mountain Village Boulevard	1	Assists in connecting Market Plaza to Village Center	0	Limited recreational value	1	Offers some commuting potential to Village Center	0	No partnerships	4
SU-7	Adams Ranch Road Sidepath	2	Could provide safer, off-street option for bicyclists and pedestrians along Adams Ranch Road	1	Connects to the Meadows and the Boulevard Trail	1	Could offer nice off-street path options around Mountain Village in conjunction with Big Billie's and Boulevard Trails	0	Limited commuting value	0	No partnerships	4
NS-18	Elk Pond to Prospect Trail	0	Limited safety value	1	Provides connection to desirable Prospect Trail	2	Provides good cross-country trail alternative for Mountain Village residents	0	Limited commuting potential	0	No partnerships	3
SU-3	Boulevard Extension #2	1	Provides improved connection to Sunset Plaza and transit stop	1	Assists in connecting Market Plaza to Village Center	0	Limited recreational value	1	Offers some commuting value for Yellow Brick Road Place and lower San Joaquin developments	0	No partnerships	3

TABLE 5.7.1 PHASE III SCORING (CONTINUED)

Trail Name		Safety		Connectivity		Recreation		Sustainability		Partnerships		Total
OS-2	Russell Dr	1	Provides better accommodation for bicyclists and pedestrians along Russell Dr	1	Provides connectivity to the Meadows	0	Limited recreational value	1	Some commuting potential via Big Billie's and proposed Country Club sidepath	0	No partnerships	3
OS-3	Adams Ranch Road (alternative to project SU-7)	1	Provides for improved accommodation for bicyclists and pedestrians along Adams Ranch Rd	1	Connects to the Meadows and the Boulevard Trail	1	Could offer nice biking and walking loop options around Mountain Village in conjunction with Big Billie's and the Boulevard Trail.	0	Limited commuting value	0	No partnerships	3
NS-5	Meadows Perimeter Hiking Trail	0	Limited safety value	1	Provides connection to the Chondola	1	Good hike only, 20-minute option for Meadows residents	0	Limited commuting potential	0	No partnerships	2
NS-11	Ski Ranches Connector	0	Limited safety value	1	Connectivity to Ski Ranches	0	Short trail, limited recreation potential	0	Limited commuting potential	1	Partnerships with Ski Ranches	2
NS-12	Boulevard to VCA	0	Limited safety value	1	Provides connection from VCA towards Village Center	0	Limited recreational value	1	Moderate commuting value	0	No partnerships	2
NS-14	Meadows Hiking Trail- Connector	0	Limited safety value	1	Provides connection to the Chondola in conjunction with Meadows Perimeter Hiking Trail	1	Good hike-only, 20-minute option for Meadows residents	0	Limited commuting potential	0	No partnerships	2
NS-16	Big Billie's- Hiking Connector (renovation)	0	Limited safety value	1	Provides connectivity to the Meadows	0	Limited recreational value	1	Moderate commuting value	0	No partnerships	2
SI-1	Eliminate at-grade crossing/use ski bridge	1	Removes a challenging at-grade crossing of Mountain Village Boulevard	0	Offers same access as existing	0	Limited recreational value	0	Limited commuting value	1	Partner with TSG	2

PRIORITY PROJECT- JURASSIC RENOVATION / STEGOSAURUS CONSTRUCTION

Trail user conflicts on Jurassic were one of the most commonly cited issues identified through the public outreach process. In particular, conflicts between high-speed descending bicyclists and other trail users including hikers, dog-walkers, and uphill bicyclists was routinely brought up. Jurassic serves as an important recreational amenity for Meadows Village residents and as an important commuter corridor in warmer months by linking the Village Plaza to the Meadows Trail and destinations beyond such as Lawson Hill and the Valley Floor.

Given the high volume of users, descending nature of the trail corridor, and constrained topography, the Planning Team determined that trail user conflicts likely could not be mitigated entirely by simply redesigning or widening the trail. A trail management strategy of separating trail users was proposed to address the speed differential, and associated safety concerns, between descending bicyclists and all other trail users.

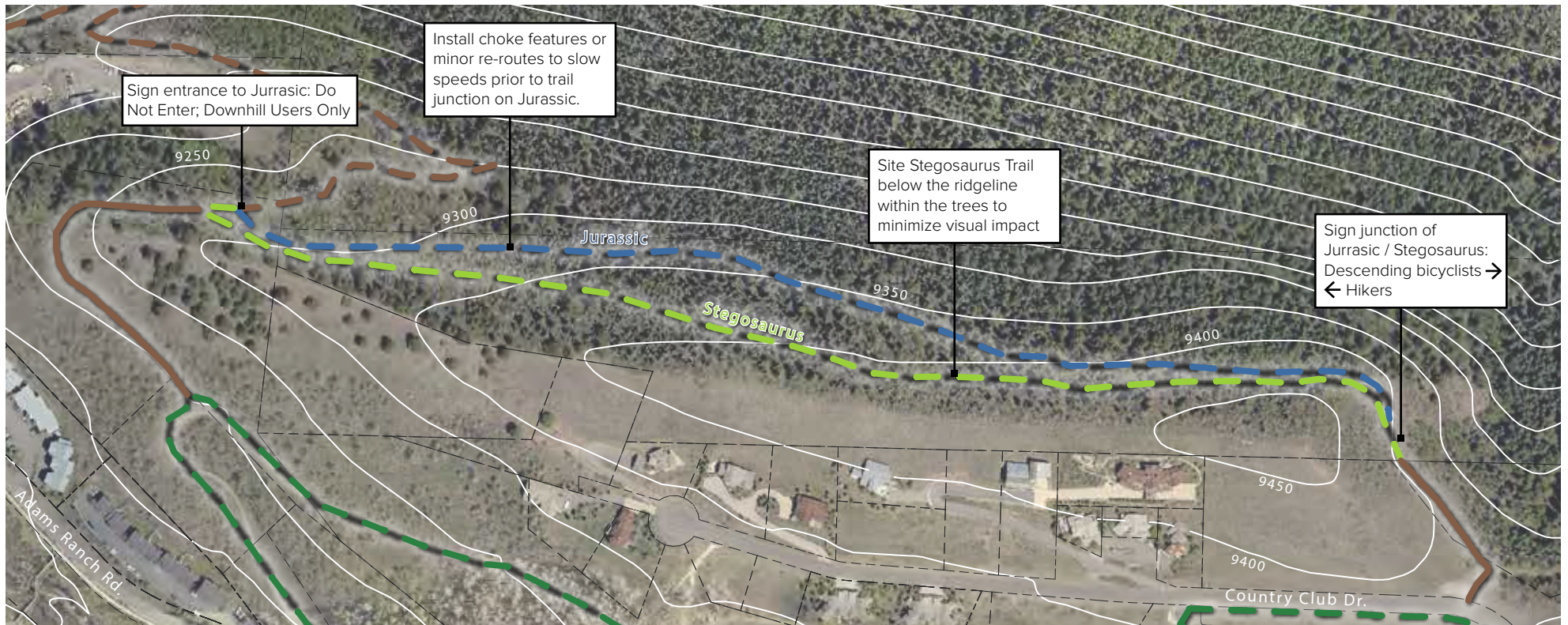
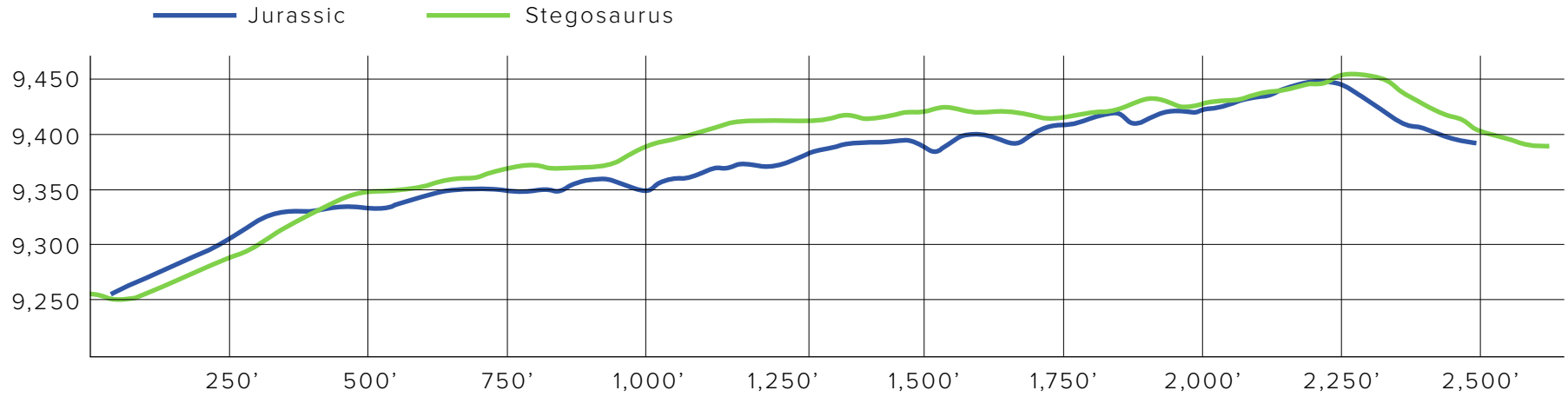
In the proposed configuration, Jurassic should serve as a one-way (westbound) descending bicycle-only trail. Hikers and up-hill bicyclists would be routed on a newly constructed trail (Stegosaurus) that would run roughly parallel and slightly uphill from Jurassic. S

Jurassic Trail Renovation Specifications

- Trail Management: Descending bicyclists only
- Tread widening to 30" - 36"
- Vertical clearance: 8' min.
- Minor reroutes to maintain momentum but keep speeds under control
- Addition of knicks or rolling grade dips where needed to improve drainage
- Mitigate blind corners through earthwork and vegetation removal
- Include small berms in corners to maintain momentum but do not encourage excessive speeds
- Trail Narrative: Provide a bicycle-optimized descending trail connecting Country Club Drive to the proposed Meadows Connector. Trail should allow bicyclists to maintain momentum but not encourage excessive speeding. Trail tread should be widened and blind corners should be rerouted or modified to improve visibility.

Stegosaurus Trail Construction Specifications

- Trail Management: Open to uphill bicyclists and multi-directional hiking traffic
- Tread width 42"
- Provide regular grade reversals to encourage positive drainage.
- Vertical clearance: 8' min.
- Trail Narrative: Provide a mellow, sustainable hiking and climbing bicycle trail to separate conflicting trail users from Jurassic. Seek to create an equally appealing trail experience so that hikers or climbing bicyclists would choose to use Stegosaurus over Jurassic. Trail should be situated below the ridge in the trees to minimize the visual impact. A separation of at least 20' should be maintained from Jurassic to discourage unauthorized access by descending bicyclists. In addition, design trail turns and features to be ridden at low speeds and discourage downhill bicycle use.



SCALE: 1" = 300'



AGENDA ITEM 15
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Housing Authority

FROM: Paul Wisor, Town Attorney

FOR: Town of Mountain Village Housing Authority Meeting, August 19, 2021

DATE: August 12, 2021

RE: Resolution Approving the Sale of Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project)

OVERVIEW

The proposed resolution would authorize the refunding of the Housing Authority's Series 2014A Loan (the "2014 Loan"), which is currently outstanding in the principal amount of \$11,056,955.00. The proposed resolution also delegates to the Housing Authority Chair and Vice Chair the authority to execute all documents necessary to effectuate the refunding.

PROPOSED REFUNDING

The debt structure associated with the 2014 Loan requires the Authority to make debt service payments of roughly \$788,000 in 2021, 2022 and 2023 at an interest rate of 3.17%. The Authority's currently financial position makes such debt service payments more than manageable. However, in 2024 the Authority is required to make a balloon payment of \$10,029,188. Under no circumstances will the Authority be able to make this mandatory balloon payment in 2024.

When it entered into the 2014 Loan, the Authority intended to refund the 2014 Loan prior to making the balloon payment. Given historically low interests rates, but with the impending threat of inflation, now is a particularly good time for the Authority to undertake the previously planned refunding.

The Authority, through its Placement Agent, Piper Sandler, solicited bids from banks to facilitate the refunding. The Authority received three bids, and the Finance Committee, in consultation with Piper Sandler, selected Truist to provide the Authority's 2021 Loan.

The 2021 Loan has a term of fifteen years. The debt service on the 2021 Loan ranges from approximately \$610,000 in 2022 to \$725,000 in 2035. The 2021 Loan carries a fixed interest rate of 2.500%.

The balloon payment the Authority is required to make is reduced from \$10,029,188 to \$6,064,312. Depending on economic conditions, the Authority may be able to deposit monies into a debt service reserve account that will allow the Authority to reduce this balloon payment to a point where the Authority could pay off the debt in 2036 rather than finding itself in the position to once again refinance the outstanding debt. The sooner the

Authority is able to get out of the cycle of refunding debt to avoid balloon payments, the sooner the Authority can focus its financial resources on creating more community housing.

ATTACHMENTS

Exhibit A – Proposed Resolution

Exhibit B – Pricing

Exhibit C – Sale Certificate

Exhibit D – Bond Purchase Agreement

Exhibit E – Paying Agent Agreement.

STATE OF COLORADO)
)
COUNTY OF SAN MIGUEL) SS.
)
TOWN OF MOUNTAIN VILLAGE)
HOUSING AUTHORITY)

The Board of Commissioners (the “Board”) of the Town of Mountain Village Housing Authority, San Miguel County, Colorado (the “Authority”), met in regular session, in full conformity with law and the rules of the Authority, at 455 Mountain Village Boulevard, Suite A in the Town of Mountain Village, being the regular meeting place of the Board, on Thursday, August 19, 2021, at the hour of 8:30 a.m. Upon roll call, the following were found to be present, in person or by telephone, constituting a quorum:

Present:

Chair:	Laila Benitez
Vice Chair:	Dan Caton
Commission Members	Patrick Berry Peter Duprey Jack Gilbride Marti Prohaska

Absent:

There were also present:

Town Manager:	Kim Montgomery
Town Attorney:	Paul Wisor, Esq.

constituting all the members of the Board.

Thereupon, the following proceedings, among others, were had and taken:

Commissioner _____ introduced in typewritten form a resolution, which resolution was thereupon read by title, copies thereof having been distributed to all members of the Board and to those members of the public in attendance, and which resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY REVENUE REFUNDING BONDS (VILLAGE COURT APARTMENTS PROJECT), SERIES 2021, PAYABLE FROM CERTAIN NET PLEDGED REVENUES FROM THE HOUSING PROJECT AND OTHER AVAILABLE MONEYS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS, INCLUDING, WITHOUT LIMITATION, COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Mountain Village Housing Authority, a public body corporate and politic of the State of Colorado (the “Authority”), is authorized and empowered by the provisions of the Housing Authorities Law, being Part 2 of Article 4 of Title 29, Colorado Revised Statutes (the “Act”), as from time to time supplemented and amended, to issue revenue bonds for the purpose of providing residential housing that substantially benefits persons and families of low income; and

WHEREAS, the members of the Town Council (the “Town Council”) of the Town of Mountain Village, Colorado (the “Town”), duly organized and existing as a home rule town under Article XX of the State Constitution and under its home rule charter, have been duly elected or appointed and qualified; and

WHEREAS, the Town Council has provided that in accordance with the Act, the members of the Town Council shall ex officio be appointed the Commissioners of the Board of Commissioners of the Authority (the “Board”); and

WHEREAS, the Authority previously entered into that certain Town of Mountain Village Housing Authority Tax-Exempt Refunding Loan (Village Court Apartments Project), Series 2014A (the “2014A Loan”) for the purpose of refunding the Authority’s Housing Facilities Revenue Bonds (Village Court Apartments Project), Series 2000, as reissued and remarketed on September 1, 2010, the proceeds of which funded a portion of the project known as the Village Court Apartments (the “Village Court Apartments Project”); and

WHEREAS, in connection with the 2014A Loan, the Authority delivered its 2014A Tax-Exempt Promissory Note in the principal amount of \$12,340,000 pursuant to a Loan Agreement dated September 30, 2014 (the “2014A Loan Agreement”) between the Authority and NBH Bank Capital Finance, a Division of NBH Bank, N.A. (the “Prior Lender”); and

WHEREAS, the 2014A Loan was secured by a certain Deed of Trust to Public Trustee, Security Agreement, Assignment of Leases, Rents and Revenues, Financing Statement, and Fixture Filing dated September 30, 2014 (the “Prior Deed of Trust”) executed by the Authority for the benefit of the Prior Lender; and

WHEREAS, the 2014A Loan is outstanding in the principal amount of \$11,056,955, bears interest at a per annum interest rate equal to 3.17%, and matures on December 1, 2024; and

WHEREAS, the 2014A Loan is prepayable prior to maturity, at a prepayment price equal to the principal amount thereof, plus accrued interest thereon to the prepayment date, plus a prepayment fee calculated in accordance with the 2014A Loan Agreement; and

WHEREAS, the Board desires to refund, pay and discharge in whole the outstanding 2014A Loan (the "Refunding Project") to the extent set forth in the Sale Certificate (as hereinafter defined); and

WHEREAS, to finance the Refunding Project, the Authority desires to issue its Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 (the "Bonds") and to sell and deliver the Bonds to Truist Bank, a North Carolina Banking Corporation, as initial purchaser of the Bonds (the "Initial Purchaser"); and

WHEREAS, upon the refunding, payment and discharge in whole of the outstanding 2014A Loan, the 2014A Loan Agreement will be terminated and the Prior Deed of Trust will be satisfied and released; and

WHEREAS, the Bonds shall be special, limited obligations of the Authority payable solely from the Net Pledged Revenues (as defined herein) and certain other available revenues, including without limitation, certain revenues available under the Deed of Trust (as defined herein); and

WHEREAS, the full faith and credit of the Authority shall not be pledged to the payment of the Bonds, and the Bonds shall not constitute a debt or indebtedness of the Town; and

WHEREAS, except for the 2014A Loan, the Authority has not pledged nor in any way hypothecated revenues derived and to be derived directly or indirectly from the Village Court Apartments Project to the payment of any securities or for any other purpose and with the result that the Net Pledged Revenues may now be pledged lawfully and irrevocably for the payment of the Bonds, and the Bonds may be made payable from the Net Pledged Revenues; and

WHEREAS, the Authority will execute and deliver a Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Revenues (the "Deed of Trust") to the Initial Purchaser to secure the payment of the debt service requirements on the Bonds; and

WHEREAS, there is on file with the Board the following documents: (i) the form of the Deed of Trust; (ii) the form of the Bond Purchase Agreement between the Authority and the Initial Purchaser (the "Bond Purchase Agreement"); and (iii) the form of Registrar and Paying Agent Agreement between the Authority and U.S. Bank National Association, as registrar and paying agent (the "Paying Agent Agreement"); and

WHEREAS, the Board has determined and does hereby declare:

- A. It is necessary and in the best interest of the Authority to effectuate the Refunding Project;
- B. The Bonds shall be issued to finance the cost of the Refunding Project;
- C. The Bonds shall be sold to the Initial Purchaser in accordance with the Bond Purchase Agreement and the terms and provisions set forth in the Sale Certificate, and such sale is to the best advantage of the Authority; and
- D. All action preliminary to the authorization of the issuance of the Bonds has been taken.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY, AS FOLLOWS:

ARTICLE I

DEFINITIONS, INTERPRETATION, AND RATIFICATION

Section 101. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Resolution and of any resolution amendatory hereof or supplemental hereto, or relating hereto, and of any other resolution or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

“2014A Loan” means the 2014A Tax-Exempt loan in the original principal amount of \$12,340,000 from NBH Bank Capital Finance, a Division of NBH Bank, N.A. to the Authority, that is being refunded in whole with the proceeds of the Bonds.

“Act” means the Housing Authorities Law, being Part 2, Article 4, Title 29, Colorado Revised Statutes, as amended and supplemented from time to time.

“Authority” means the Town of Mountain Village Housing Authority, a public body corporate and politic of the State.

“Authorized Denominations” means denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof.

“Authorized Representative” means the Chair, the Vice Chair, and any other person or persons authorized to act on behalf of the Authority, by a written certificate signed by the Chair of the Board and filed with the Paying Agent and the Initial Purchaser.

“Board” means the Board of Commissioners of the Authority.

“Bonds” means the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021.”

“Bond Counsel” means Sherman & Howard L.L.C., or another attorney or firm of attorneys, designated by the Authority, of nationally recognized standing in matters pertaining to the tax status of interest on Bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Bond Fund” means the special fund held by the Authority designated as the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 Bond Fund” created pursuant to Section 605 hereof.

“Bond Purchase Agreement” means the Bond Purchase Agreement by and between the Authority and the Initial Purchaser related to the issuance of the Bonds.

“Business Day” means a day which is not (i) a Saturday, Sunday or legal holiday on which banking institutions in the State of Colorado, the State of New York, or the state in which the principal office of the Paying Agent is located are authorized by law to close, (ii) a day on which the New York Stock Exchange is closed, or (iii) a day on which the Federal Reserve is closed.

“Chair” means the Chair of the Board of Commissioners of the Authority.

“Closing Date” means the date of the initial issuance of the Bonds and the delivery thereof to the Initial Purchaser.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of \$75,000,000 or more, and which is located within the United States of America.

“Commissioners” means the members of the Board of Commissioners of the Authority.

“Costs of Issuance” means all financial, legal, and accounting fees, the fees and expenses of the Initial Purchaser and of counsel to the Initial Purchaser, and similar costs incurred in connection with the issuance of the Bonds.

“Costs of Issuance Fund” means the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 Costs of Issuance Fund” established with the Paying Agent pursuant to the Paying Agent Agreement.

“Debt Service Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds and other securities payable from the Net Pledged Revenues and hereafter issued, if any, or such part of such securities as may be designated; provided that the determination of the Debt Service Requirements of any securities shall assume the redemption and payment of such securities on any applicable mandatory redemption date.

When computing the Debt Service Requirements for any issue of Variable Rate Bonds, it shall be assumed that any such securities Outstanding at the time of the computation will bear interest during any period at the highest of (a) the actual rate on the date of calculation, or if the securities are not yet outstanding, the initial rate (if established and binding), (b) if the securities have been outstanding for at least twelve (12) months, the average rate over the twelve (12) months immediately preceding the date of calculation, and (c) (i) if interest on the securities is excludable from gross income under the applicable provisions of the Tax Code, the average of the SIFMA Index during the preceding twelve (12) months plus one hundred (100) basis points, or (ii) if interest is not so excludable, the interest rate on direct Federal Securities with comparable maturities plus fifty (50) basis points. It is to be further assumed that any such Variable Rate Bonds that may be tendered prior to maturity for purchase at the option of the owner thereof will mature on their stated maturity dates or mandatory redemption dates.

“Deed of Trust” means that certain Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Revenues, to be executed by the Authority and delivered to the Initial Purchaser with respect to the Pledged Property contemporaneously with the issuance of the Bonds, as from time to time amended or supplemented, which secures the payment when due of the principal of and interest on the Bonds.

“Events of Default” means the events stated in Section 1003 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the calendar year or any other 12 month period hereafter selected by the Authority as its fiscal year.

“Gross Revenues” means all receipts, revenues, income, rent, and other money received by or on behalf of the Authority from or in connection with the Pledged Property, including but not limited to rentals paid by occupants, any commercial receipts derived from commercial operations of the Pledged Property, and all rights to receive the same whether in the form of accounts receivable, contract rights, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by or on behalf of the Authority. To that extent that a building that is part of the Village Court Apartments Project is not part of the Pledged Property subject to the Deed of Trust, any receipts, revenues, income, rent and other money received by or on behalf of the Authority from or in connection with such building shall not constitute Gross Revenues hereunder.

“Income Fund” means the special fund held by the Authority and designated as the “Town of Mountain Village Housing Village Court Apartments Project Income Fund” created in Section 602 hereof.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State: (a) who is, in fact, independent and not under the domination of the Authority; (b) who does not have any substantial interest, direct or indirect, with the Authority; and (c) who is not connected with the Authority as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the Authority.

“Initial Purchaser” means Truist Bank, a North Carolina Banking Corporation, and its successors, as the initial purchaser of the Bonds. All references to Initial Purchaser hereunder shall be applicable for so long as, and only to the extent that, the Initial Purchaser is the sole Owner of the Bonds. All references herein to Initial Purchaser shall be of no force and effect in the event that the Initial Purchaser is not the sole Owner of all of the outstanding Bonds.

“Maximum Annual Debt Service Requirements” means the maximum aggregate amount of Debt Service Requirements (excluding redemption premiums, if any) due on the securities for which such computation is being made in any Fiscal Year beginning with the Fiscal Year in which Debt Service Requirements of such securities are first payable after the computation date and ending with the Fiscal Year in which the last of the Debt Service Requirements are payable.

“Net Pledged Revenues” means the Gross Revenues less the Operation and Maintenance Expenses and payments to the United States pursuant to Sections 607 or 918 hereof, which remaining revenues are pledged hereunder to the payment of principal of and interest on the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining and repairing the Village Court Apartments Project or any component division or other part thereof, or any other designated facilities in connection with which such term is used including, without limitation, all salaries, labor, materials and repairs necessary in connection with the Village Court Apartments Project; and the term includes, at the option of the Authority, acting by and through the Board, except as limited by law, without limitation:

(a) Engineering, auditing, reporting, legal and other overhead expenses of the Authority directly related and reasonably allocable to the administration, operation and maintenance of the Village Court Apartments Project;

(b) Fidelity bond premiums and property and liability insurance premiums pertaining to the Village Court Apartments Project, or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the Village Court Apartments Project;

(c) Payments to pension, retirement, health and hospitalization funds, other insurance, and to any self-insurance fund;

(d) Any general (ad valorem) taxes, assessments, excise taxes or other charges which may be lawfully imposed on the Village Court Apartments Project or revenues therefrom, or the Authority's income from or operations of any properties under its control and pertaining to the Village Court Apartments Project, or any privilege in connection with the Village Court Apartments Project or its operation (but no payments made in lieu of taxes);

(e) The reasonable charges of the Paying Agent, any alternate Paying Agent, any paying agents or escrow agent for any securities payable from the Net Pledged Revenues which have been or will be refunded, and any other depository bank pertaining to the Bonds and any other securities payable from the Net Pledged Revenues or otherwise pertaining to the Village Court Apartments Project;

(f) Contractual services, professional services, salaries, other administrative expenses and costs of materials, supplies, repairs and labor pertaining to the Village Court Apartments Project or any other securities relating to the Village Court Apartments Project, including, without limitation, the expenses and compensation of any trustee, receiver or other fiduciary;

(g) The costs incurred by the Authority in the collection and any refunds of all or any part of the Gross Revenues;

(h) Any costs of utility services furnished to the Village Court Apartments Project; and

(i) All other administrative, general and commercial expenses pertaining to the Village Court Apartments Project and all other current expenses pertaining to the Village Court Apartments Project which are properly classified as operation and maintenance expenses under generally accepted accounting principles; but

(i) Excluding any allowance for depreciation;

(ii) Excluding any reserves for major capital replacements (other than normal repairs);

(iii) Excluding any reserves for operation, maintenance or repair of the Village Court Apartments Project; and

(iv) Excluding any allowance for the redemption of the Bonds or other security evidencing a loan or other obligation, or the payment of any interest thereon, or any prior redemption premium due in connection therewith, or any reserve therefor.

“Outstanding” when used with reference to the Bonds, Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Pledged

Property, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(a) Except the Bonds or other security canceled by the Authority, by any paying agent, or otherwise on the Authority's behalf, at or before such date;

(b) Except the Bonds or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the resolution authorizing the issuance of such other security;

(c) Except the Bonds or other security in lieu of or in substitution for which another Bonds or other security shall have been executed and delivered pursuant to Sections 306 or 307 or any similar provisions of the resolution authorizing the issuance of such other security.

“Owner” means the registered owner of any designated Bonds or other designated security.

“Parity Bonds” means any bonds, warrants, notes, securities, leases, contracts or other financial obligations hereafter issued or executed by the Authority and payable in whole or in part from and having an irrevocable lien upon the Net Pledged Revenues equally or on a parity with the Bonds.

“Parity Bond Resolutions” means any agreements or other instruments hereafter entered into by the Authority with respect to Parity Bonds and, without duplication, any resolutions hereafter adopted by the Authority authorizing the issuance of Parity Bonds.

“Paying Agent” initially shall mean U.S. Bank National Association, Denver, Colorado, or its successors, acting as paying agent for the Bonds, and any successor thereto appointed pursuant to the provisions of the Paying Agent Agreement.

“Paying Agent Agreement” means the Registrar and Paying Agent Agreement, between the Authority and the Paying Agent.

“Permitted Investments” means any securities or other obligations permitted as investments of moneys of the Authority under the laws of the State.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the Authority), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Pledged Property” means the Real Property located in the Village Court Apartments Project that is subject to the Deed of Trust, as such Real Property may be added or released from time to time in accordance with Section 807 hereof and the Deed of Trust, together with the buildings, structures and improvements now or hereafter located thereon. At the time of

the initial execution and delivery of the Deed of Trust, all of the apartment buildings in the Village Court Apartments Project are included as Pledged Property.

“Prior Deed of Trust” means the Deed of Trust to Public Trustee, Security Agreement, Assignment of Leases, Rents and Revenues, Financing Statement, and Fixture Filing dated September 30, 2014 (the “Prior Deed of Trust”) executed by the Authority for the benefit of the Prior Lender, which secured the repayment of the 2014A Loan.

“Purchaser’s Letter” means a letter delivered and executed by the Initial Purchaser on the Closing Date and by any subsequent Owner(s) of the Bonds at the time of the sale of the Bonds in substantially the form attached to the Bond Purchase Agreement.

“Real Property” means the real property more particularly describe in Exhibit A to the Deed of Trust, as such Real Property may be amended from time to time in accordance with this Resolution and the Deed of Trust.

“Rebate Fund” means the special account designated as the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 Rebate Fund” created pursuant to Section 607 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to the maturity date of the Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the Authority.

“Refunding Project” means the refunding, payment and discharge of the outstanding 2014A Loan, and the payment of the costs of issuance of the Bonds.

“Registrar” initially shall mean U.S. Bank National Association, Denver, Colorado, or its successors, acting as registrar for the Bonds, and any successor thereto appointed pursuant to the provisions of the Paying Agent Agreement.

“Reserve Fund” means the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 Reserve Fund,” which is created in Section 611 hereof.

“Reserve Requirement” means the dollar amount set forth in the Sale Certificate, which shall not exceed the least of: (i) 10% of the proceeds (as determined pursuant to the Tax Code) of the Bonds; (ii) one hundred percent (100%) of the Maximum Annual Debt Service Requirements on the Bonds (determined on a Bond Year basis and taking any mandatory sinking fund redemptions described in the Sale Certificate into account); or (iii) one hundred twenty-five percent (125%) of average annual debt service on the Bonds (determined on a Bond Year basis and taking any mandatory sinking fund redemptions described in the Sale Certificate into account).

“Resolution” means this resolution which authorizes the issuance of the Bonds.

“Sale Certificate” means the sale certificate of the Authority relating to the Bonds executed and delivered pursuant to the Supplemental Act and described in Section 211 hereof.

“SIFMA Index” means the Securities Industry and Financial Markets Association Municipal Swap Index, produced by Municipal Market Data, or if such index is not published, then such other index selected by the Chair which reflects the yield of tax-exempt seven-day variable rate demand bonds.

“Special Record Date” means a special date fixed by the Paying Agent to determine the name and address of the Owner of the Bonds for the purpose of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 302C hereof.

“State” means the State of Colorado.

“Subordinate Securities” means any bonds, warrants, notes, securities, leases, contracts or other financial obligations payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

“Supplemental Act” means the Supplemental Act, being Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended and supplemented from time to time.

“Tax Code” means the Internal Revenue Code of 1986, as amended.

“Tax Compliance Certificate” means the Federal Tax Exemption Certificate of the Authority dated as of the Closing Date.

“Town” means the Town of Mountain Village, Colorado.

“Town Council” means the Town Council of the Town, and any successor governing body of the Town.

“Town Manager” means the Town Manager of the Town.

“Trust Bank” means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Variable Rate Bonds” means any securities payable from Net Pledged Revenues issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue.

“Vice Chair” means the Vice Chair of the Board of Commissioners of the Authority.

“Village Court Apartments Project” means the housing project refinanced in part with the proceeds of the 2014A Loan and known as the Village Court Apartments Project. The

Village Court Apartments Project is located in the Town and consists of the real property and improvements thereon legally described in Exhibit A of the Deed of Trust.

B. Authority-Held Securities. Any securities payable from any Net Pledged Revenues held by the Authority shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

Section 102. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the Authority, the Board, the Paying Agent, the Owner of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Board, the Paying Agent, the Owner of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 103. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and otherwise taken by the Authority in connection with or directed toward the Refunding Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 104. Repealer. All bylaws, orders, and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, or resolution, or part thereof, heretofore repealed.

Section 105. Severability. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 106. Resolution Irrepealable. After the Bonds are issued, this Resolution shall constitute an irrevocable contract between the Authority and the Owner of the Bonds and this Resolution shall be and shall remain irrepealable until the Bonds, as to all Debt Service Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

ARTICLE II

DETERMINATION OF AUTHORITY; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL ACT TO THE BONDS

Section 201. Authority. This Resolution is adopted and the Bonds shall initially be issued in Authorized Denominations via physical delivery pursuant to this Resolution, the Act and the Supplemental Act. The Authority agrees to be bound by the terms, provisions, representations, warranties and covenants contained in this Resolution and the Sale Certificate.

Section 202. The Bonds and Parity Bonds Equally Secured. The covenants and agreements herein set forth to be performed by the Authority shall be for the equal benefit, protection and security of the Owners of the Outstanding Bonds and any Outstanding Parity Bonds hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Resolution.

Section 203. Special Obligations. All of the Debt Service Requirements of the Bonds shall be payable and collectible solely out of (a) the Net Pledged Revenues, which revenues are hereby so pledged, on a parity with any Parity Bonds hereafter issued, (b) from moneys on deposit in the Bond Fund and the Reserve Fund, to the extent provided herein, which moneys are hereby pledged, and (c) from moneys received pursuant to the Deed of Trust, pursuant to the terms and conditions of the Deed of Trust, which moneys are hereby pledged. Amounts on deposit in the Bond Fund, the Reserve Fund and moneys received pursuant to the Deed of Trust, shall not secure the payment of any Parity Bonds hereafter issued.

The Owner of the Bonds may not look to any general or other fund for the payment of such Debt Service Requirements, except the herein designated Net Pledged Revenues and special funds pledged therefor. The full faith and credit of the Authority is not pledged to the payment of the Bonds. No statutory or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the Authority to comply with the provisions of this Resolution or to pay the Debt Service Requirements of the Bonds as herein provided.

The Bonds shall not be a debt of the State or the Town and neither the State nor the Town shall be liable thereon, nor in any event shall the Bonds be payable out of any funds other than those of the Authority, as further provided herein.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the Authority except the Net Pledged Revenues and special funds pledged therefor, and the full faith and credit of the Authority is not pledged to the payment of the Bonds.

Section 205. Net Pledged Revenues and Deed of Trust. The payment of the Bonds is secured by an encumbrance, mortgage and pledge of the Net Pledged Revenues, by moneys on deposit in the Bond Fund, the Reserve Fund and by the Deed of Trust. No other property of the Authority shall be liable to be forfeited or taken in payment of the Bonds.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Debt Service Requirements of the Bonds or for any claim based thereon or otherwise upon this Resolution or any other resolution pertaining hereto, against any individual member of the Board, the Authority or any officer, employee or other agent of the Authority, past, present or future, either directly or indirectly through the Board, the Authority, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the

acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Refunding Project. The Board has determined and hereby determines to implement the Refunding Project to refinance the Village Court Apartments Project, which is hereby authorized, and the net proceeds of the Bonds shall be used therefor.

Section 208. Sale of the Bonds; Bond Purchase Agreement. The Board hereby finds and determines that the Bonds shall be sold to the Initial Purchaser substantially in accordance with the provisions of the Bond Purchase Agreement filed with the Board, provided that the Bond Purchase Agreement may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution. Pursuant to the Supplemental Act, the Board hereby delegates to each of the Chair and the Vice Chair the independent authority to accept the Bond Purchase Agreement from the Initial Purchaser, subject to the parameters set forth herein and the other terms and provisions set forth in this Resolution. Certain terms of the Bonds that are not set forth in this Resolution shall be set forth in the Sale Certificate as hereinafter provided.

Section 209. Paying Agent Agreement and Deed of Trust. The Board hereby approves the Paying Agent Agreement and the Deed of Trust in substantially the forms filed with the Board, provided that such documents may be completed corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution and to comply with the terms of the Sale Certificate.

Section 210. Execution of Documents; Taking of Necessary Action. The Chair, the Vice Chair, and each of the Commissioners and any deputy thereof, the Attorney to the Authority, and other officers and employees of the Authority are hereby independently authorized and directed to take all action necessary or appropriate to effectuate the Refunding Project, issue the Bonds and otherwise effect the provisions of this Resolution, including without limitation, executing, attesting, authenticating and delivering for and on behalf of the Authority, the Bonds, the Paying Agent Agreement, the Deed of Trust, a placement agent agreement with the placement agent for the Bonds, and such other agreements, instruments, certificates and opinions as may be required to implement the transactions contemplated hereby, as well as amendments or modifications of such agreements, instruments and certificates from time to time consistent with the purposes of this Resolution, or as may otherwise be reasonably required by the Authority's Bond Counsel. The execution of any document or instrument by the appropriate officers of the Authority herein authorized shall be conclusive evidence of the approval by the Authority of such document or instrument in accordance with the terms hereof.

Section 211. Election to Apply Supplemental Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Act, a public entity, including the Authority, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the provisions of the Supplemental Act to the Bonds, except Section 11-57-207(1)(a) and Section 11-57-211 of the Supplemental Act. The Bonds are issued under the authority of the Supplemental Act and shall so recite.

Pursuant to such election to apply Section 11-57-205 of the Supplemental Act to the Bonds, the Board hereby delegates to the Chair and the Vice Chair the authority to independently make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act, to accept and sign the Bond Purchase Agreement, to make determinations in relation to the Bonds and to execute a Sale Certificate setting forth such determinations, including, without limitation the existence and amount of any reserve fund, without any requirement that the Board approve such determinations, subject to the following parameters and restrictions:

- A. The regular (non-default and non-taxable) per annum interest rate to be borne by the Bonds shall not exceed 3.00%.
- B. The principal amount of the Bonds shall not exceed \$13,000,000.
- C. The Bonds shall mature no later than December 31, 2037.
- D. The purchase price of the Bonds shall not be less than 100% of the original principal amount of the Bonds.

The delegation set forth in this Section 211 shall be effective for one year following the date of adoption of this Resolution.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF THE BONDS

Section 301. Authorization of the Bonds. For the purposes of effectuating the Refunding Project, there shall be and there is hereby authorized to be issued by the Authority pursuant to this Resolution, the Act and the Supplemental Act the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021” and the Authority hereby pledges irrevocably, but not necessarily exclusively, the Net Pledged Revenues to the payment of the Debt Service Requirements of the Bonds. The Board hereby finds and determines that the issuance of the Bonds in the form and manner provided herein is advantageous to the Authority.

Section 302. Bond Details.

A. Basic Provisions. The Bonds shall be issued in the original principal amount set forth in the Sale Certificate, in fully registered form (*i.e.*, registered as to payment of both principal and interest), and shall initially be registered in the name of the Initial Purchaser, and shall not be registered in the name of a securities depository. The Bonds shall be numbered in the manner determined by the Paying Agent.

The Bonds shall be dated as of the Closing Date and shall bear interest at the rate or rates set forth in the Sale Certificate from their date until maturity or prior redemption, with interest payable on each of the dates set forth in the Sale Certificate, beginning on the date set forth in the Sale Certificate. The Bonds shall bear interest at the taxable rate, if any, as set forth

and under the circumstances set forth in the Sale Certificate in connection with any action or omission of any action by the Authority or any misrepresentation or inaccuracy in any of the representations, warranties or covenants of the Authority in connection with the issuance or sale of the Bonds, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the registered owner thereof under Section 103 of the Tax Code. Interest shall be computed on the basis of a 360-day year consisting of 12 months of 30 days each. The Bonds shall mature on the dates set forth in the Sale Certificate and shall be subject to prior redemption as set forth in the Sale Certificate.

B. Payment of the Bonds. The principal of and final interest payment due on the Bonds shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owner of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bonds. Payment of interest on the Bonds shall be made to the Owner thereof by check or draft mailed by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at his or her address as it appears on the registration records kept by the Paying Agent on the Record Date or by wire transfer to such bank or other depository as the Owner shall designate in writing to the Paying Agent; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owner not less than ten days prior to the Special Record Date by first-class mail to the Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on the Bonds by such alternative means as may be mutually agreed to between the Owner of the Bonds and the Paying Agent. If the Bonds are not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

So long as the Initial Purchaser is the Owner of all of the Bonds, the Initial Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive payment in connection with a mandatory sinking fund redemption. Except in the case of a transfer of the Bonds, the Initial Purchaser shall be required to surrender the Bonds to the Paying Agent only on the final maturity date of the Bonds or upon prior optional redemption of the Bonds. On each mandatory sinking fund redemption date, the Bonds shall be partially redeemed by payment to the Owner of the Bonds of the amount set forth in the mandatory sinking fund schedule in the Bonds and the Sale Certificate, and such redemption shall be noted by the Owner of the Bonds on the prepayment panel attached to the Bonds. By acceptance of the Bonds, the Owner of the Bonds shall be deemed to have agreed to make a notation on the Bonds on the prepayment panel attached thereto upon the receipt of all mandatory sinking fund payments.

Section 303. Execution of the Bonds. The Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chair, shall be sealed with the corporate

seal of the Authority or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the Vice Chair. The Bonds may be signed (manually or by facsimile), sealed or attested on behalf of the Authority by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Chair and the Vice Chair may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on the Bonds; provided, however, that before the execution of the Bonds via facsimile signature, the Chair and the Vice Chair shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

Section 304. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds attached to this Resolution as **Exhibit A**. The Bonds shall not be secured hereby or entitled to the benefit hereof, nor shall the Bonds be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon the Bonds shall be conclusive evidence that such Bonds have been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 305. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Authority. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, the Bonds as herein provided. Except as otherwise provided herein, the Person in whose name the Bonds shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Debt Service Requirements thereof and for all other purposes; and payment of or on account of the Debt Service Requirements of the Bonds shall be made only to the Owner thereof or his or her legal representative, but such registration may be changed upon transfer of such Bonds in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bonds to the extent of the sum or sums so paid.

Section 306. Transfer and Exchange. The Bonds may be transferred upon the records required to be kept pursuant to the provisions of Section 305 hereof by the Person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bonds for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever the Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bonds for a like principal amount and of the same maturity and bearing interest at the same interest rate.

The Bonds may only be transferred in whole, and not in part. In the event that the Bonds are issued in one or more series or subseries or as more than one term Bond or serial Bonds, all outstanding Bonds may be transferred only in whole to the same transferee.

The Paying Agent shall not be required to transfer or exchange (a) the Bonds subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of the Bonds and ending at the close of business on the day such notice is mailed, or (b) after the mailing of notice calling such Bonds or any portion thereof for prior redemption except the unredeemed portion of the Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing each new Bonds upon each exchange or transfer and any other expenses of the Authority or the Paying Agent incurred in connection therewith.

Notwithstanding the foregoing or any other provisions to the contrary, the transfer of the Bonds is limited to (a) an affiliate of Truist Bank, (b) a trust or other custodial arrangement established by Truist Bank or one of its affiliates, the owners of any beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (c) a qualified institutional buyer, provided that as a condition precedent to any such transfer, such buyer shall deliver to the Authority and the Paying Agent a sophisticated investor letter in substantially the form delivered by the Initial Purchaser on the Closing Date. In addition, any transfer of the Bonds must be in compliance with the securities laws of the United States of America; provided, however, that the Paying Agent and Registrar shall have no duty to determine whether any requested transfer is in compliance with any such applicable securities laws.

Section 307. Bond Replacement. Upon receipt by the Authority and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of the Bonds and, in the case of a lost, stolen or destroyed Bonds, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the Authority shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the Authority may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the Authority and of the Paying Agent in connection with the issuance of such Bond. The Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 308. Bond Cancellation. Whenever the Bonds shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bonds shall be promptly canceled and destroyed by the Paying Agent, and a certificate of such cancellation and destruction shall be furnished by the Paying Agent to the Authority.

Section 309. Negotiability. Subject to the registration and payment provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the

Uniform Commercial Code -- Investment Securities, and each Owner shall possess all rights enjoyed by owners of negotiable instruments under the Uniform Commercial Code -- Investment Securities.

Section 310. Incontestable Recital in Bonds. The Bonds shall recite that they are issued under the authority of this Resolution, the Act and the Supplemental Act. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and regularity of the issuance of the Bonds after their delivery for value.

Section 311. Bond Form. Subject to the provisions of this Resolution, the Bonds shall be in substantially the form attached hereto as **Exhibit A**, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Resolution or the Sale Certificate, be consistent with this Resolution and the Sale Certificate or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto. The terms and provisions of **Exhibit A** are hereby incorporated by this reference.

ARTICLE IV

REDEMPTION

Section 401. Optional Redemption. The Bonds shall be subject to redemption at the option of the Authority as set forth in the Sale Certificate.

Section 402. Mandatory Sinking Fund Redemption. The Bonds shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate. Except as hereinafter provided, on or before the thirtieth day prior to each such mandatory sinking fund payment date, the Paying Agent shall proceed to call the Bonds for redemption from the sinking fund on the next mandatory sinking fund payment date, and give notice of such call without further instruction or notice from the Authority. Notwithstanding the foregoing, to the extent that the Initial Purchaser is the sole owner of the Bonds, the Paying Agent shall not be required to give the Initial Purchaser notice of mandatory sinking fund redemption.

On each mandatory sinking fund redemption date, the Bonds shall be partially redeemed by payment to the Owner of the amount set forth in the mandatory sinking fund schedule. To the extent that the Initial Purchaser is the sole owner of the Bonds, the Initial Purchaser shall not be required to present the Bonds for mandatory sinking fund redemption.

Section 403. Partial Optional Redemption. In the event that a portion of the Bonds is optionally redeemed, the Paying Agent shall, without charge to the owner of the Bonds, authenticate and issue a replacement Bonds for the unredeemed portion thereof. Any partial optional redemption shall be applied in inverse order of mandatory sinking fund payments, or as otherwise set forth in the Sale Certificate. Upon any such partial optional redemption, the Authority shall provide the Paying Agent and the Initial Purchaser with a revised mandatory sinking fund schedule.

Section 404. Notice of Prior Redemption. Unless otherwise waived by the Paying Agent, the Authority shall give written instructions concerning any optional prior redemption of the Bonds to the Paying Agent at least 35 days prior to such Redemption Date. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the Authority by sending a copy of such notice by first-class, postage prepaid mail, not more than sixty nor less than 30 days prior to the Redemption Date to the Owner at his address as it last appears on the registration books kept by the Paying Agent. Such notice shall identify the amount of the Bonds to be so redeemed and the Redemption Date, and shall further state that on such Redemption Date there will become due and payable upon the Bonds so to be redeemed, at the Paying Agent, the principal amount thereof to be redeemed, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue on the amount to be redeemed. Notice having been given in the manner hereinabove provided, the principal amount of the Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the Paying Agent, the Paying Agent will pay such principal amount of the Bonds so called for redemption. No further interest shall accrue on the principal of the Bonds called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date. Notwithstanding the foregoing, the Paying Agent may provide notice of redemption by such alternative means as may be mutually agreed to between the Owner of the Bonds and the Paying Agent.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owner of the Bonds called for redemption in the same manner as the original redemption notice was given, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

ARTICLE V

USE OF BOND PROCEEDS

Section 501. Disposition of Bond Proceeds. The net proceeds derived from the sale of the Bonds on the Closing Date, upon the receipt thereof, shall be applied as follows:

- A. To the refunding, payment and discharging of the outstanding 2014A Loan, in the amount set forth in the Sale Certificate.
- B. To the Reserve Fund, in an amount equal to the Reserve Requirement.
- C. To the Costs of Issuance Fund which is created pursuant to the Paying Agent Agreement and held by the Paying Agent, in the amount set forth in the Sale Certificate.

Section 502. Costs of Issuance Fund. Amounts on deposit in the Costs of Issuance Fund shall be disbursed in accordance with the provisions set forth in the Paying Agent Agreement.

Section 503. Initial Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Initial Purchaser and any subsequent Owner of the Bonds is not responsible for the application or disposal by the Authority or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE VI

ADMINISTRATION OF AND ACCOUNTING FOR NET PLEDGED REVENUES

Section 601. Pledge Securing Bonds. The Net Pledged Revenues are hereby pledged to secure the payment of the Debt Service Requirements of the Outstanding Bonds and any Parity Bonds hereafter issued. The pledge of the Net Pledged Revenues to secure the payment of the Debt Service Requirements of the Outstanding Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of, any Parity Bonds hereafter issued in compliance with the provisions of Article VIII hereof. In addition, moneys on deposit in the Bond Fund and the Reserve Fund are hereby pledged to secure the payment of the Debt Service Requirements of the Outstanding Bonds. Moneys on deposit in the Bond Fund and the Reserve Fund are not pledged to the payment of any Parity Bonds hereafter issued. The Bonds shall also be secured by the Deed of Trust.

The pledge of the Net Pledged Revenues and of the moneys on deposit in the Bond Fund and the Reserve Fund shall be valid and binding from and after the date of the delivery of the Bonds. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Resolution. The revenues pledged for the payment of the Bonds, as received by or otherwise credited to the Authority shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Bonds and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the Authority (except as herein otherwise expressly provided), and the lien of such pledge shall be valid, binding, and enforceable as against all persons or entities having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons or entities have notice of such liens.

Section 602. Income Fund Deposits. So long as the Bonds shall be Outstanding, as to any Debt Service Requirements related to the Bonds, the entire Gross Revenues from the Pledged Property, upon their receipt from time to time by the Authority, shall be set aside and credited immediately to the special and separate account to be known as the "Town of Mountain Village Housing Authority Village Court Project Income Fund" which is hereby created and to be held by the Authority.

To the extent that the Authority receives revenue from property that is located in the Village Court Apartments Project but that is not part of the Pledged Property hereunder, such revenue shall not constitute Gross Revenues hereunder and the Authority shall not be required to deposit such revenue to the Income Fund. However, the Authority may, in its discretion, deposit additional available revenues to the Income Fund, including, without limitation, any available money received from rents, fees and charges from property that is included in the Village Court Apartments Project but that is not Pledged Property, and any money received by the Town and directed to be deposited in the Income Fund.

Section 603. Administration of Income Fund. So long as the Bonds shall be Outstanding, as to any Debt Service Requirements related to the Bonds, the following payments shall be made each month from the Income Fund, as provided in Sections 604 through 610 hereof.

Section 604. Operation and Maintenance Expenses. Firstly, as a first charge on the Income Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid.

So long as the Authority is in compliance with the Rent Covenant set forth in Section 912 hereof, the Authority may pay Operation and Maintenance Expenses from moneys on deposit in the Income Fund for properties that are located in the Village Court Apartments Project even if such properties are not included as Pledged Property hereunder and even if revenues generated by such properties are not deposited in the Income Fund.

Section 605. Bond Fund Payments. Secondly, from the remaining Net Pledged Revenues, there shall be credited monthly, concurrently with amounts required to meet the Debt Service Requirements for any Outstanding Parity Bonds hereafter issued, to the account hereby created to be known as the Bond Fund the following amounts:

A. Interest Payments. Monthly to the Bond Fund, commencing on the first day of the month immediately succeeding the delivery of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein, including any moneys on deposit in a capitalized interest account of the Bond Fund, and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly to the Bond Fund, commencing on the first day of the month immediately succeeding the delivery of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment

of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 605 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Debt Service Requirements of the Bonds then Outstanding, as such Debt Service Requirements become due, except that amounts on deposit in the Bond Fund may be applied to the optional redemption of the Bonds, and to the defeasance of the Bonds as provided in Section 1201 hereof.

Moneys on deposit in the Bond Fund shall be transferred or deposited with the Paying Agent for the Bonds in accordance with the terms and provisions of the Paying Agent Agreement.

Section 606. Termination of Deposits. No payment need be made into the Bond Fund if the amount in the Bond Fund is at least sufficient so that the Outstanding Bonds are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Permitted Investments from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Debt Service Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof and any other moneys derived from the Net Pledged Revenues may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the Board.

Section 607. Rebate Fund. Thirdly, with respect to the Bonds only in the event that the interest rate on the Bonds converts to a Tax-Exempt Rate in accordance with Sections 312 and 313 hereof, concurrently with any payments required to be made pursuant to any Parity Bond Resolutions with respect to any rebate funds established thereby, there shall be deposited monthly into the special and separate fund hereby created and to be held by the Authority and to be known as the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 Rebate Fund” (the “Rebate Fund”) moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the Authority to comply with Section 918 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Resolution and shall not secure the payment of the Bonds. The Authority shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury at the times and in the amounts set forth in the Tax Compliance Certificate.

Upon receipt by the Authority of an opinion of the Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Income Fund.

Section 608. Reserve Funds for the Bonds and Parity Bonds. Fourthly, there shall be deposited to the Reserve Fund, the amounts required by Section 611 hereof entitled “Reserve Fund,” and to the credit of any reserve funds established in connection with any Parity Bonds, monthly, on the same dates as (but subsequent to) the deposits to the Bond Fund described in

Section 605 above, Net Pledged Revenues in an amount sufficient to restore the total amount on deposit in any such reserve funds to the applicable reserve fund requirements.

Section 609. Payment of Subordinate Securities. Fifthly, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 605, 607 and 608 hereof, any moneys remaining in the Income Fund may be used each month by the Authority for the payment of Debt Service Requirements of Subordinate Securities, including reasonable reserves for such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 610. Use of Remaining Net Pledged Revenues. After the payments hereinabove required to be made by Sections 602 through 609 hereof are made or provided for in each month, any remaining Net Pledged Revenues in the Income Fund in such month may be used for any one or any combination of necessary purposes relating to the operation, improvement or debt management of the Village Court Apartments Project and for any one or any combination of lawful purposes as the Authority may from time to time determine.

Section 611. Reserve Fund. There is hereby created an account known as the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 Reserve Fund” to be held by the Authority. The Reserve Fund shall be funded in the amount of the Reserve Requirement and shall thereafter be accumulated and maintained as a continuing reserve to be used only to prevent deficiencies in the payment of the principal of and interest on the Bonds resulting from any failure to credit to the Bond Fund sufficient funds to pay said principal and interest as the same become due. No later than the fifth Business Day preceding each interest payment date for the Bonds, the Authority shall transfer from the Reserve Fund to the Bond Fund, an amount sufficient, together with amounts then on deposit in the Bond Fund, to make the next principal and/or interest payment then due on the Bonds. In the event the amounts transferred from the Reserve Fund, when credited with the amounts then on deposit in the Bond Fund, are insufficient to pay in full the next principal and/or interest payment then due on the Bonds, the Authority shall nevertheless transfer all amounts available from the Reserve Fund to the Bond Fund to be transferred or deposited with the Paying Agent for the Bonds in accordance with the terms and provisions of the Paying Agent Agreement.

Following any draw on the Reserve Fund, any drawn amounts shall be replenished in accordance with Section 608 hereof. The Authority may also apply the funds on deposit in the Reserve Fund to any defeasance or payment in full of the Bonds.

ARTICLE VII

GENERAL ADMINISTRATION

Section 701. Administration of Accounts. The special funds and accounts designated in Articles V and VI hereof that are to be maintained by the Authority shall be administered as provided in this Article (but not any account under Section 1201 hereof). The Costs of Issuance Fund shall be maintained and applied in accordance with the Paying Agent Agreement.

Section 702. Places and Times of Deposits. Except as hereinafter provided, each of such special accounts that are to be maintained by the Authority shall be maintained as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day.

Section 703. Investment of Moneys. Any moneys in the Income Fund, Bond Fund, Rebate Fund and Reserve Fund and not needed for immediate use shall be invested or reinvested by the Chair in Permitted Investments. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Chair at the time of such investment or reinvestment; provided that collateral securities of any Permitted Investments may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Permitted Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 704. Accounting for Investments. The Permitted Investments so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Income Fund, the Bond Fund, the Rebate Fund and the Reserve Fund shall be credited to such Fund, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Income Fund, the Bond Fund, the Rebate Fund and the Reserve Fund shall be charged or debited to such Fund. No loss or profit in any account on any investments or reinvestments in Permitted Investments shall be deemed to take place as a result of market fluctuations of the Permitted Investments prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Permitted Investments shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the Authority until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 705. Redemption or Sale of Permitted Investments. The Chair shall present for redemption or sale on the prevailing market at the best price obtainable any Permitted Investments so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Chair nor any other officer or employee of the Authority shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Resolution.

Section 706. Character of Funds. The moneys in any account designated in Articles V and VI hereof shall consist either of lawful money of the United States or Permitted Investments, or both such money and such Permitted Investments. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 707. Payment of Debt Service Requirements. The moneys credited to any fund or account designated in Article VI hereof for the payment of the Debt Service Requirements of the Bonds shall be used without requisition, voucher, warrant, further order or authority (other than is contained herein), or any other preliminaries, to pay promptly the Debt Service Requirements of the Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VIII

SECURITIES LIENS; ADDITIONAL SECURITIES; DEED OF TRUST

Section 801. First Lien Bonds. The Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues. The Bonds also constitute an irrevocable and first lien upon the moneys on deposit in the Bond Fund and the Reserve Fund.

Section 802. Equality of the Bonds and Parity Bonds. The Bonds and any Parity Bonds hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Board that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Bond Fund and the Reserve Fund shall secure only the Bonds, and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds whether or not a reserve fund is established for such Parity Bonds.

Section 803. Issuance of Parity Bonds. The Authority may issue additional Parity Bonds payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds are authorized or actually issued the following conditions shall be satisfied:

A. Consent of Initial Purchaser. So long as the Initial Purchaser is the sole Owner of the Bonds, the Authority shall have received the written consent of the Initial Purchaser prior to the Authority's issuance of additional Parity Bonds.

B. Absence of Payment Default. At the time of the adoption of the resolution or other instrument authorizing the issuance of the additional Parity Bonds, the Authority shall not be in default in making any payments required by Article VI hereof.

C. Historic Earnings Test. Except as hereinafter provided in the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then Outstanding, (a) the Net Pledged Revenues derived in the most recent consecutive twelve month period for which information is available shall be not less than the sum of (i) 110% of the Maximum Annual Debt Service Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and the Parity Bonds proposed to be issued, plus (ii) 110% of the Maximum Annual Debt Service Requirements of any Outstanding Subordinate Securities, plus (iii) 100% of any policy costs then due and owing, if any. In the case of additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Bonds then Outstanding, compliance with this Section 803C shall not be required so long as the Debt Service Requirements payable on the Bonds and all other Parity Bonds Outstanding after the issuance of such additional Parity Bonds in each Bond Year does not exceed the Debt Service Requirements payable on the Bonds and all other Parity Bonds Outstanding prior to the issuance of such additional Parity Bonds in such Bond Year.

Notwithstanding the foregoing, to the extent that the Initial Purchaser is the sole owner of the Bonds, additional Parity Bonds may be issued by the Authority without complying with this Section 803C with the prior written consent of the Initial Purchaser.

Section 804. Certification of Net Pledged Revenues. Where certifications of revenues are required by this Resolution, the specified and required written certifications of an Independent Accountant or the Chair that revenues are sufficient to pay the required amounts shall be conclusively presumed to be accurate in determining the right of the Authority to authorize, issue, sell and deliver additional Parity Bonds.

Section 805. Subordinate Securities Permitted. So long as no Event of Default has occurred and is continuing hereunder, the Authority may issue additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds without the prior written consent of the Initial Purchaser.

Section 806. Superior Securities Prohibited. The Authority shall not issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 807. Deed of Trust; Release of Pledged Property. The Authority shall have the right to add, remove or substitute other property for any portion of the Real Property, and the buildings and improvements located thereon, that are subject to the Deed of Trust, and that constitutes Pledged Property hereunder, upon delivery to the Initial Purchaser of a certificate executed by the Chair of the Authority certifying that, following such addition, removal or substitution, (i) the fair market value of all of the Real Property, and the buildings and improvements located thereon that are subject to the Deed of Trust, determined as of the date of such addition, removal or substitution, will be at least equal to 100% of the principal amount of the Outstanding Bonds as of the date of such addition, removal or substitution; (ii) the Real Property and the buildings and improvements located thereon that will be subject to the Deed of Trust are located within the Village Court Apartments Project; and (iii) the Pledged Property that remains subject to the Deed of Trust, after such addition, removal or substitution, will generate sufficient fees, rents and charges so that the Net Pledged Revenues shall be adequate to meet the

requirements of Section 912 hereof. The fair market value of the Real Property, and the buildings and improvements located thereon, shall be determined by an M.A.I. appraisal report prepared by an independent real estate appraiser and submitted by the Authority to the Initial Purchaser. Upon delivery of such certificate to the Initial Purchaser, the Authority may execute and deliver any documents or instruments necessary to add, remove or substitute such property as Real Property under the Deed of Trust.

ARTICLE IX

PROTECTIVE COVENANTS

Section 901. General. The Authority hereby covenants and agrees with the Owner of the Bonds and makes provisions which shall be a part of its contract with such Owner to the effect and with the purpose set forth in the following Sections of this Article.

Section 902. Performance of Duties. The Authority shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Net Pledged Revenues required by the Constitution and laws of the State and various ordinances of the Town, including, without limitation, the making and collection of reasonable and sufficient fees, rents and other charges for housing furnished by or the use of the Pledged Property, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Net Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 903. Contractual Obligations. The Authority shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Net Pledged Revenues, the Village Court Apartments Project, or any combination thereof, with any other Persons. The Authority shall use the Net Proceeds of the Bonds to finance the Refunding Project.

Section 904. Further Assurances. At any and all times the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Net Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended so to be, or which the Authority may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution and to comply with any instrument of the Authority amendatory thereof, or supplemental thereto. The Authority, acting by and through the Board, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of the Bonds hereunder against all claims and demands of all Persons whomsoever.

Section 905. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Act, the Supplemental Act, and this Resolution to exist, to have happened and to have been performed

precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the Authority, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 906. Payment of Governmental Charges. The Authority shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Village Court Apartments Project, or upon any part thereof, or upon any portion of the Net Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Village Court Apartments Project or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Authority shall not create or suffer to be created any lien upon the Pledged Property, or any part thereof, or upon the Net Pledged Revenues, except the pledge and lien created by this Resolution for the payment of the Debt Service Requirements of the Bonds, the lien created by the Deed of Trust, and except as herein otherwise permitted. The Authority shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Pledged Property, or any part thereof, or the Net Pledged Revenues; but nothing herein requires the Authority to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 907. Protection of Security. The Authority, the officers, agents and employees of the Authority, and the Board shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Debt Service Requirements of the Bonds and any other securities payable from the Net Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of the Owner of the Bonds or other security payable from Net Pledged Revenues might be prejudicially and materially impaired or diminished.

Section 908. Prompt Payment of the Bonds. The Authority shall promptly pay the Debt Service Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 909. Other Liens. Other than as provided or permitted herein, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Property, or any part thereof, or on or against the Net Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 910. Corporate Existence. The Authority shall maintain its corporate identity and existence so long as the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the Authority and is obligated by law to operate and maintain the Pledged Property and to fix and collect the Net Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of the Outstanding Bonds.

Section 911. Budgets. The Board and officials of the Authority shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Village Court Apartments Project. So long as the Initial Purchaser is the owner of the Bonds, and upon request by the Initial Purchaser, the Authority shall cause a copy of such budget to be submitted to the Initial Purchaser.

Section 912. Rent Covenant. Subject to the requirements of the Act, there shall be charged against tenants and other users of the Pledged Property such fees, rents and charges so that the Net Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Subject to the requirements of the Act, such fees, rents and charges pertaining to the Pledged Property shall be at least sufficient so that the Gross Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the estimated annual Operation and Maintenance Expenses for such Fiscal Year;

B. Debt Service Requirements. An amount equal to 115% of the Debt Service Requirements on the Bonds and any Parity Bonds then Outstanding payable from the Net Pledged Revenues in that Fiscal Year (excluding the reserves therefor) in each case computed as of the beginning of such Fiscal Year, plus 100% of the Debt Service Requirements on any Subordinate Securities then Outstanding payable from the Net Pledged Revenues in that Fiscal Year (excluding the reserves therefor) in each case computed as of the beginning of such Fiscal Year;

C. Deficiencies. Any amounts required to pay all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Net Pledged Revenues or any securities payable therefrom.

In calculating the fees, rents and charges in accordance with this Section, the Authority may take into account any moneys received by the Authority from any source and deposited into the Income Fund.

In the event that Net Pledged Revenues collected during a Fiscal Year are not sufficient to meet the requirements of the rent covenant set forth above in this Section, the Authority shall, within 90 days of the end of such Fiscal Year, prepare or cause to be prepared a rate study for the purpose of recommending a schedule of fees, rents and charges for the provision or furnishing of housing in connection with the Pledged Property, which is expected to be sufficient to provide Net Pledged Revenues to be collected in the next succeeding Fiscal Year which will provide compliance with said rent covenant. Subject to the requirements of the Act, the Authority shall, within six months of the preparation of such study, adopt fees, rents and charges based upon the recommendations contained in such study, which provide compliance with said rent covenant.

Section 913. Collection of Charges, Rents and Fees. The Authority shall cause all fees, rents, and charges pertaining to the Pledged Property to be collected as soon as is reasonable, shall prescribe and enforce rules and regulations or impose contractual obligations for the payment of such moneys, and for provision or furnishing of housing and other use of the

Pledged Property, and shall provide methods of collection and penalties, to the end that the Net Pledged Revenues shall be adequate to meet the requirements of this Resolution and any other resolution supplemental thereto.

Section 914. Maintenance of Records. So long as the Bonds and any other Parity Bonds remain Outstanding, proper books of record and account shall be kept by the Authority, separate and apart from all other records and accounts. So long as the Initial Purchaser is the owner of the Bonds, the Initial Purchaser shall have the right to inspect such records during regular business hours upon reasonable notice to the Authority. Any costs incurred by the Initial Purchaser in connection with any such inspection shall be paid by the Initial Purchaser.

Section 915. Town Audits. So long as the Initial Purchaser is the owner of the Bonds, and to the extent available, the Authority shall provide the Initial Purchaser with the audited annual financial statements for the Town (prepared by an Independent Accountant), which shall include detailed information for the Authority, on the earlier of two weeks following completion of the Town's audit or 270 days after the end of the Fiscal Year.

Section 916. Provision of Budgets and Financial Statements to Initial Purchaser. So long as the Initial Purchaser is the owner of the Bonds, the Authority shall cause to be submitted to the Initial Purchaser the following: (i) the Town's annual budget and the Authority's annual budget within 30 days of the prior Fiscal Year end, (ii) annual profit and loss statements relating to the Pledged Property within 90 days of the prior Fiscal Year end, and (iii) other reasonable financial information upon request by the Initial Purchaser.

Section 917. Insurance; Maintenance and Repair of Pledged Property.

(a) The Authority agrees to insure the Pledged Property or cause the Pledged Property to be insured in such amounts, for such occurrences and with such carriers as are required under the Deed of Trust.

(b) The Authority shall, at its own expense, place, keep and maintain the Pledged Property, or cause the Pledged Property to be placed, kept and maintained, in good condition, repair and working order (ordinary wear and tear excepted), making, or causing to be made, all repairs and replacements thereto (whether ordinary or extraordinary, structural or nonstructural, or foreseen or unforeseen), and operate the Pledged Property, or cause the Pledged Property to be operated, in a sound and economic manner.

(c) The net proceeds of any insurance or condemnation awards resulting from the damage, destruction or condemnation of the Pledged Property or any portion thereof shall be applied as provided in the Deed of Trust. If the Authority elects to repair, restore, relocate, modify or improve the Pledged Property or any portion thereof, and if the net proceeds are insufficient to pay in full the cost of such repair, restoration, relocation, modification or improvement, the Authority will nonetheless complete the work or cause the work to be completed and the Authority will pay or cause to be paid any cost in excess of the amount of the net proceeds.

Section 918. Tax Covenant. The Authority hereby covenants for the benefit of the Owner of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Authority or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (a) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (b) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, or (c) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the Authority agrees to comply with the procedures set forth in the Tax Compliance Certificate. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Tax Code and Colorado law have been met.

Section 919. No Rating, CUSIP Number, Offering Document or Securities Depository. The Bonds have not and are not expected to be, rated by a nationally recognized organization which regularly rates such obligations, assigned a CUSIP number, marketed pursuant to any official statement, offering memorandum or any other disclosure documents, or registered with or made eligible for registration with any securities depository, including but not limited to The Depository Trust Company, New York, New York.

Section 920. Patriot Act Notice. The Authority is aware that pursuant to the requirements of the Patriot Act, the Initial Purchaser is required to obtain, verify and record information that identifies the Authority, including the name and address of the Authority and other information that will allow the Initial Purchaser to identify the Authority in accordance with the Patriot Act. The Authority hereby covenants that it shall promptly provide such information upon written request by the Initial Purchaser.

ARTICLE X

PRIVILEGES, RIGHTS AND REMEDIES

Section 1001. Owners' Remedies. The Owner of the Bonds shall be entitled to all of the privileges, rights and remedies provided or permitted in this Resolution, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Net Pledged Revenues and the proceeds of the Bonds.

Section 1002. Right to Enforce Payment. Nothing in this Article affects or impairs the right of the Owner of the Bonds to enforce the payment of the Debt Service Requirements due in connection with his or her Bonds or the obligation of the Authority to pay the Debt Service Requirements of the Bonds to the Owner thereof at the time and the place expressed in the Bonds.

Section 1003. Events of Default. Each of the following events is hereby declared an "Event of Default:"

A. Nonpayment of Principal. Payment of the principal of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise.

B. Nonpayment of Interest. Payment of any installment of interest on the Bonds is not made when the same becomes due and payable.

C. Cross Defaults. The occurrence and continuation of an “event of default,” as defined in any Parity Bond Resolution or the occurrence and continuation of an “event of default” under the Deed of Trust, subject to any cure periods or grace periods, as applicable.

D. Bankruptcy. The Authority shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or a court of competent jurisdiction shall approve a petition, filed with or without the consent of the Authority, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority, or of the whole or any substantial portion of its property.

E. Failure to Reconstruct. The Authority unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Pledged Property which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Pledged Property.

F. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the Authority appointing a receiver or receivers for the Pledged Property or for the Net Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the Authority is not vacated or discharged or stayed on appeal within 60 days after entry.

G. Default of Any Other Provision. The Authority defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Resolution on its part to be performed, and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to the Authority, as the case may be, specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and shall be given by the Paying Agent at the written request of the Owner of the Bonds then Outstanding.

Section 1004. Remedies for Defaults. Upon the happening and continuance of any Event of Default, the Owner of the Bonds, including, without limitation, a trustee or trustees therefor, may proceed against the Authority and its agents, officers and employees to protect and to enforce the rights of the Owner of the Bonds under this Resolution by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction,

either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of the Owner of the Bonds, or to require the Authority to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of the Owner of the Bonds and any other Parity Bonds.

Except as otherwise expressly provided in the Deed of Trust, acceleration of the Bonds shall not be an available remedy hereunder.

Upon the happening and continuance of an Event of Default hereunder, the Owner shall also have the right to pursue the remedies available under the Deed of Trust, subject to the terms and provisions thereof.

Section 1005. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owner hereunder, the consent to any such appointment being hereby expressly granted by the Authority, may enter and may take possession of the Pledged Property, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Net Pledged Revenues arising after the appointment of such receiver in the same manner as the Authority itself might do.

Section 1006. Rights and Privileges Cumulative. The failure of any Owner of the Outstanding Bonds to proceed in any manner herein provided shall not relieve the Authority or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 1007. Duties upon Defaults. Upon the happening of any Event of Default, the Authority shall do and perform all proper acts on behalf of and for the Owner of the Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Debt Service Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Net Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for other Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. If the Authority fails or refuses to proceed as in this Section provided, the Owner of the Bonds, after demand in writing, may proceed to protect and to enforce the rights of the Owner of the Bonds as hereinabove provided, and to that end any such Owner of the Outstanding Bonds shall be subrogated to all rights of the Authority under any agreement, lease or other contract involving the Pledged Property or the Net Pledged Revenues entered into prior to the effective date of this Resolution or thereafter while the Bonds are Outstanding.

ARTICLE XI

AMENDMENT OF RESOLUTION

Section 1101. Amendment of Resolution.

A. Amendment of Resolution Not Requiring Consent of the Bond Owner.

The Authority may, without the consent of the Owner of the Bonds, but with written notice to the Initial Purchaser (so long as the Initial Purchaser is the Owner of the Bonds), adopt such resolutions supplemental hereto (which amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

- (1) To cure or correct any formal defect, ambiguity or inconsistent provision contained in this Resolution;
- (2) To appoint successors to the Paying Agent or Registrar;
- (3) To add to the covenants and agreements of the Authority or the limitations and restrictions on the Authority set forth herein;
- (4) To subject to the covenants and agreements of the Authority in this Resolution additional revenues for the purpose of providing additional security for the Bonds and any Parity Bonds;
- (5) To cause this Resolution to comply with the Trust Indenture Act of 1939, as amended from time to time; or
- (6) To effect any such other changes hereto which do not materially adversely affect the interests of the Owner of the Bonds.

B. Amendment of Resolution Requiring Consent of the Bond Owner.

Exclusive of the amendatory resolutions covered by Section 1101A hereof, this Resolution may be amended or modified by resolutions or other instruments duly adopted by the Authority, without receipt by it or any additional consideration, but only with the written consent of the Owner of the Bonds then Outstanding at the time of the adoption of such amendatory resolution.

Whenever the Board proposes to amend or modify this Resolution under the provisions of this Section 1101B, it shall cause notice of the proposed amendment to be mailed or otherwise delivered to the Owner of the Bonds at its address as the same last appears on the registration records maintained by the Paying Agent. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file with the Board for public inspection.

Section 1102. Time for Amendment. If the resolution is required to be consented to by the Owner of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed in the office of the Board an instrument or instruments executed by the Owner of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory resolution described in such notice and shall specifically consent to and

approve the adoption of such resolution, the Board may adopt such amendatory resolution and such resolution shall become effective. If the resolution is not required to be consented to by the Owner of the Bonds, the amendatory resolution may be adopted by the Board at any time.

Section 1103. Binding Consent to Amendment. If the Owner of the Bonds Outstanding at the time of the adoption of such amendatory resolution requiring consent of the Owner of the Bonds, or the predecessors in title of such Owner, shall have consented to and approved the adoption thereof as herein provided, no future Owner of the Bonds shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Authority from taking any action pursuant to the provisions thereof.

Section 1104. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the Bonds during such period. If the amendatory resolution has not been adopted during such 6 month period, such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the Chair.

Section 1105. Notation on Bonds. If the Bonds are transferred after the effective date of any action taken as in this Article provided, such Bonds may bear a notation by endorsement or otherwise in form approved by the Board as to such action; and after the approval of such notation, then upon demand of the Owner of the Bonds Outstanding and upon presentation of his or her Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Board so determines, a new Bond, so modified as in the opinion of the Board conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of the Bonds then Outstanding, shall be exchanged without cost to such Owner for a Bond then Outstanding upon surrender of such Bond.

Section 1106. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of his or her holding the same may be proved as provided by Section 1203 hereof.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with its terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Resolution and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. Also if the Outstanding Bonds shall have been purchased by the Authority and delivered to the Paying Agent for cancellation, and all other sums payable hereunder have been paid, or provision shall have been made for the payment of the same, then this Resolution and all

rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of the Outstanding Bonds shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case the Bonds are to be redeemed in whole on any date prior to its maturity, the Authority shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 404 hereof notice of redemption of the Bonds on said Redemption Date, such notice to be given in accordance with the provisions of Section 404 hereof, and (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Debt Service Requirements due and to become due on the Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Debt Service Requirements of the Bonds; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Debt Service Requirements to become due on the Bonds on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of the Bonds has been provided for as aforesaid, the Bonds shall no longer be secured by or entitled to the benefits of this Resolution, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

In the event that the Bonds are deemed to have been paid and defeased in accordance with (b) of the preceding paragraph, then in connection therewith, the Authority shall cause to be delivered to the Owner of the Bonds a verification report of an independent nationally recognized certified public accountant.

The release of the obligations of the Authority under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to the Bonds then Outstanding, this Resolution may be discharged in accordance with the provisions of this Section but the liability of the Authority in respect of the Bonds shall continue; provided that the Owner thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers and employees of the Authority be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution and the Refunding Project, including, without limitation:

A. The execution and delivery of such documents, instruments and certificates as may be reasonably required by the Authority's Bond Counsel or the Initial Purchaser.

B. The execution and delivery of the Bonds, the Sale Certificate, the Paying Agent Agreement, the Deed of Trust, the Bond Purchase Agreement, a placement agent agreement, and the Tax Compliance Certificate.

C. The execution of such additional documents, instruments or certificates necessary in connection with effectuating the Refunding Project.

Section 1203. Evidence of the Bond Owner. Any request, consent or other instrument which this Resolution may require or may permit to be signed and to be executed by the Owner of the Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by the Owner in person or by his or her attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Resolution (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by the Owner of the Bonds or his or her attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Chair or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of the Bonds held by any Person and the numbers, date and other identification thereof, together with the date of his or her holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Notices. Except as otherwise may be provided in this Resolution, all notices, certificates, requests or other communications pursuant to this Resolution shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the Authority at: Town of Mountain Village Housing Authority
c/o Town of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435
Attention: Town Manager

If to the Paying Agent at: U.S. Bank National Association
Attention: Global Corporate Trust Services
950 17th Street, 12th Floor
Denver, CO 80202

If to the Initial Purchaser at: Truist Bank
Attention: William B. DaSilva
5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217

The Authority, the Paying Agent and the Initial Purchaser may, by written notice, designate any further means of communication – such as electronic mail – and further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1205. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest shall accrue for the period after such nominal date.

Section 1206. Electronic Signatures; Electronic Transactions. In the event the Chair, the Vice Chair, or other employee or official of the Authority that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Resolution (collectively, the “Authorized Documents”) is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1207. Interpretation. This Resolution shall be so interpreted and construed as to effectuate its general purpose.

Section 1208. Governing Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 1209. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval, in accordance with law.

(Signature page follows)

PASSED, ADOPTED AND APPROVED this 19th day of August, 2021.

TOWN OF MOUNTAIN VILLAGE
HOUSING AUTHORITY

(SEAL)

Chair of the Board of Commissioners

ATTEST:

Vice Chair of the Board of Commissioners

EXHIBIT A
(FORM OF THE BONDS)

THIS BOND MAY ONLY BE TRANSFERRED BY THE REGISTERED OWNER HEREOF SOLELY TO (A) AN AFFILIATE OF TRUIST BANK, (B) A TRUST OR OTHER CUSTODIAL ARRANGEMENT ESTABLISHED BY TRUIST BANK OR ONE OF ITS AFFILIATES, THE OWNERS OF ANY BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (C) A QUALIFIED INSTITUTIONAL BUYER WHICH HAS EXECUTED A LETTER CONTAINING REPRESENTATIONS AND WARRANTIES AS TO IT BEING A SOPHISTICATED INVESTOR. IN ADDITION, ANY TRANSFER OF THIS BOND MUST BE IN COMPLIANCE WITH THE SECURITIES LAWS OF THE UNITED STATES OF AMERICA; PROVIDED, HOWEVER, THAT THE PAYING AGENT AND REGISTRAR SHALL HAVE NO DUTY TO DETERMINE WHETHER ANY REQUESTED TRANSFER IS IN COMPLIANCE WITH ANY SUCH APPLICABLE SECURITIES LAWS.

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF SAN MIGUEL

TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY
REVENUE REFUNDING BOND
(VILLAGE COURT APARTMENTS PROJECT)
SERIES 2021

No. R-__ \$ _____

INTEREST RATE

MATURITY DATE

ISSUE DATE

_____%

December 1, 20__

REGISTERED OWNER: TRUIST BANK

PRINCIPAL AMOUNT: _____ DOLLARS

The Town of Mountain Village Housing Authority (the “Authority”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this Bond or as otherwise provided in the Resolution (hereinafter defined), solely from the special funds provided therefor, the principal amount specified above, together with interest thereon at the interest rate set forth above (except as otherwise provided in this Bond following a Determination of Taxability, as defined below) and in accordance with the Resolution adopted by the Board of Commissioners of the Authority on August 19, 2021 (the “Resolution”) and the Sale Certificate executed in accordance therewith (the “Sale Certificate”), but only from the sources and in the manner provided in the Resolution. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

Interest on this Bond shall be payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2021 until the principal hereof is paid or duly provided for upon redemption or maturity.

From and after the date on which the interest on this Bond is first includable in gross income of the registered owner thereof (the "Taxable Date"), under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of this Bond (the "Tax Code"), as a result of any action or omission of any action by the Authority or any misrepresentation or inaccuracy in any of the representations, warranties or covenants of the Authority in connection with the issuance or sale of this Bond, which has the effect of causing interest paid or payable on this Bond to become includable, in whole or in part, in the gross income of the registered owner thereof under the Tax Code, as determined by a Determination of Taxability, this Bond shall bear interest at the rate of ____% per annum ("Taxable Rate"). For the purposes of this paragraph, "Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following: (a) the receipt by the Authority or a registered owner of this Bond of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that interest on this Bond is includable in the gross income of the registered owner thereof under the Tax Code; (b) the issuance of any public or private ruling of the Internal Revenue Service to the Authority that interest on this Bond is includable in the gross income of the registered owner thereof under the Tax Code; or (c) receipt by the Authority or registered owner of this Bond of a written opinion of bond counsel to the Authority that the interest on this Bond is or has become includable in the gross income of the registered owner thereof under the Tax Code. Upon a Determination of Taxability, the Authority will pay the registered owner of this Bond (including any former registered owner) on demand of such registered owner (a) an amount equal to the difference between the interest on this Bond that would have been paid to such registered owner during the period for which the interest on this Bond is determined to be includable in the gross income of such registered owner (the "Taxable Period") if this Bond had borne interest at the Taxable Rate, and the amount of interest actually paid to the registered owner during such Taxable Period, and (b) an amount equal to any interest, penalties or charges owed by such registered owner as a result of interest on this Bond becoming includable in the gross income of such registered owner under the Tax Code.

This Bond is issued pursuant to the terms and provisions of the Resolution and is secured by and entitled to the security of the Resolution. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Resolution. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Resolution and the Sale Certificate.

So long as Truist Bank is the owner of this Bond, partial payments of the principal on this Bond may be noted on the Table of Partial Redemptions attached herein in lieu of surrendering this Bond in connection with such payment.

Reference is made to the Resolution and to all resolutions supplemental thereto, with respect to the nature and extent of the security for this Bond, the accounts, funds or revenues pledged, rights, duties and obligations of the Authority and the Paying Agent, the rights of the Owner of this Bond, the events of defaults and remedies, the circumstances under which the

Bonds are no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Resolution, the ability to amend the Resolution, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THIS BOND IS ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE RESOLUTION. THE FULL FAITH AND CREDIT OF THE AUTHORITY IS NOT PLEDGED TO THE PAYMENT OF THIS BOND. THIS BOND IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM THE NET PLEDGED REVENUES, AND CERTAIN OTHER AVAILABLE REVENUES, INCLUDING WITHOUT LIMITATION, REVENUES DERIVED PURSUANT TO THE DEED OF TRUST. THIS BOND DOES NOT CONSTITUTE A DEBT OF THE TOWN OF MOUNTAIN VILLAGE OR THE STATE OF COLORADO AND NEITHER THE TOWN NOR THE STATE IS LIABLE THEREON, NOR IN ANY EVENT SHALL THIS BOND BE PAYABLE OUT OF ANY FUNDS OTHER THAN THOSE OF THE AUTHORITY. NEITHER THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE AUTHORITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE HEREOF.

The Bonds may only be transferred in whole, and not in part. In the event that the Bonds are issued in one or more series or subseries or as more than one term Bond or serial Bonds, all outstanding Bonds may be transferred only in whole to the same transferee.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Authority in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State and with the Resolution and any resolutions supplemental thereto; and that this Bond does not contravene any Constitutional or statutory limitation.

It is also certified, recited, and warranted that this Bond is issued under the authority of the Resolution, the Act and the Supplemental Act. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and regularity of the issuance of this Bond after its delivery for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the Authority has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of its Chair, and has caused the facsimile of the seal of the Authority to be affixed hereon, and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of its Vice Chair, all as of the date specified above.

TOWN OF MOUNTAIN VILLAGE HOUSING
AUTHORITY

(SEAL)

By (Manual or Facsimile Signature)
Chair

ATTEST:

 (Manual or Facsimile Signature)
Vice Chair

(FORM OF CERTIFICATE OF AUTHENTICATION)

This is the Bond described in the within mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

Date of Authentication and Registration: _____

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed by Member
of the Medallion Signature Program:

Address of Transferee:

Social Security or other tax
identification number of
transferee:

(END OF FORM OF ASSIGNMENT)

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Private Placement Refunding, Series 2021 (Truist)

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SOURCES AND USES OF FUNDS

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Dated Date 08/23/2021
Delivery Date 08/23/2021

Sources:

Bond Proceeds:	
Par Amount	12,005,000.00
Other Sources of Funds:	
12/1/21 Payment (Estimated)	89,573.62
Existing Reserve Fund (Estimated)	450,000.00
Existing Sales Tax Reserve Fund (Estimated)	<u>250,000.00</u>
	789,573.62
	<hr/>
	12,794,573.62
	<hr/> <hr/>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	11,137,765.98
Other Fund Deposits:	
Debt Service Reserve Fund	450,000.00
Sales Tax Reserve Fund	<u>250,000.00</u>
	700,000.00
Delivery Date Expenses:	
Cost of Issuance	212,537.50
Prepayment Fee	<u>743,000.00</u>
	955,537.50
Other Uses of Funds:	
Additional Proceeds	1,270.14
	<hr/>
	12,794,573.62
	<hr/> <hr/>

SUMMARY OF BONDS REFUNDED

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2014A Loan, TERM:	12/01/2024	3.170%	11,056,955.00	08/23/2021	100.000
			11,056,955.00		

PRIOR BOND DEBT SERVICE

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2021	432,904	3.170%	178,173.61	611,077.61
12/01/2022	446,817	3.170%	341,459.95	788,276.95
12/01/2023	461,178	3.170%	327,099.12	788,277.12
12/01/2024	9,716,056	3.170%	313,132.30	10,029,188.30
	11,056,955		1,159,864.98	12,216,819.98

SUMMARY OF BONDS REFUNDED

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2014A Loan, TERM:	12/01/2024	3.170%	11,056,955.00	08/23/2021	100.000
			11,056,955.00		

BOND DEBT SERVICE

Town of Mountain Village
Private Placement Refunding, Series 2021 (Trust)

Dated Date 08/23/2021
Delivery Date 08/23/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2021	15,000	2.500%	83,368.06	98,368.06	98,368.06
06/01/2022	150,000	2.500%	151,540.28	301,540.28	
12/01/2022	160,000	2.500%	150,466.67	310,466.67	612,006.95
06/01/2023	160,000	2.500%	147,622.22	307,622.22	
12/01/2023	165,000	2.500%	146,400.00	311,400.00	619,022.22
06/01/2024	175,000	2.500%	144,303.13	319,303.13	
12/01/2024	170,000	2.500%	142,079.17	312,079.17	631,382.30
06/01/2025	180,000	2.500%	139,154.17	319,154.17	
12/01/2025	180,000	2.500%	137,631.25	317,631.25	636,785.42
06/01/2026	190,000	2.500%	134,604.17	324,604.17	
12/01/2026	190,000	2.500%	132,929.17	322,929.17	647,533.34
06/01/2027	195,000	2.500%	129,801.39	324,801.39	
12/01/2027	200,000	2.500%	128,036.46	328,036.46	652,837.85
06/01/2028	205,000	2.500%	125,494.79	330,494.79	
12/01/2028	210,000	2.500%	122,889.58	332,889.58	663,384.37
06/01/2029	215,000	2.500%	119,563.89	334,563.89	
12/01/2029	220,000	2.500%	117,488.54	337,488.54	672,052.43
06/01/2030	230,000	2.500%	114,065.97	344,065.97	
12/01/2030	225,000	2.500%	111,769.79	336,769.79	680,835.76
06/01/2031	235,000	2.500%	108,315.28	343,315.28	
12/01/2031	240,000	2.500%	105,923.96	345,923.96	689,239.24
06/01/2032	245,000	2.500%	102,873.96	347,873.96	
12/01/2032	250,000	2.500%	99,760.42	349,760.42	697,634.38
06/01/2033	260,000	2.500%	96,055.56	356,055.56	
12/01/2033	260,000	2.500%	93,279.17	353,279.17	709,334.73
06/01/2034	270,000	2.500%	89,483.33	359,483.33	
12/01/2034	270,000	2.500%	86,543.75	356,543.75	716,027.08
06/01/2035	280,000	2.500%	82,658.33	362,658.33	
12/01/2035	280,000	2.500%	79,554.17	359,554.17	722,212.50
06/01/2036	295,000	2.500%	75,995.83	370,995.83	
12/01/2036	5,685,000	2.500%	72,246.88	5,757,246.88	6,128,242.71
	12,005,000		3,571,899.34	15,576,899.34	15,576,899.34

SUMMARY OF REFUNDING RESULTS

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Dated Date	08/23/2021
Delivery Date	08/23/2021
Arbitrage yield	3.189206%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	12,005,000.00
True Interest Cost	3.189206%
Net Interest Cost	2.536761%
Average Coupon	2.536761%
Average Life	11.729
Par amount of refunded bonds	11,056,955.00
Average coupon of refunded bonds	3.218435%
Average life of refunded bonds	3.032
PV of prior debt to 08/23/2021 @ 3.189206%	11,151,011.13
Net PV Savings	-199,292.35
Percentage savings of refunded bonds	-1.802416%
Percentage savings of refunding bonds	-1.660078%

BOND SUMMARY STATISTICS

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Dated Date	08/23/2021
Delivery Date	08/23/2021
Last Maturity	12/01/2036
Arbitrage Yield	3.189206%
True Interest Cost (TIC)	3.189206%
Net Interest Cost (NIC)	2.536761%
All-In TIC	3.386253%
Average Coupon	2.536761%
Average Life (years)	11.729
Duration of Issue (years)	9.853
Par Amount	12,005,000.00
Bond Proceeds	12,005,000.00
Total Interest	3,571,899.34
Net Interest	3,571,899.34
Total Debt Service	15,576,899.34
Maximum Annual Debt Service	6,128,242.71
Average Annual Debt Service	1,019,949.76
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
<hr/>	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	12,005,000.00	100.000	2.537%	11.729
	12,005,000.00			11.729

	TIC	All-In TIC	Arbitrage Yield
Par Value	12,005,000.00	12,005,000.00	12,005,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-212,537.50	
- Other Amounts	-743,000.00	-743,000.00	-743,000.00
Target Value	11,262,000.00	11,049,462.50	11,262,000.00
Target Date	08/23/2021	08/23/2021	08/23/2021
Yield	3.189206%	3.386253%	3.189206%

SAVINGS

Town of Mountain Village
Private Placement Refunding, Series 2021 (Trust)

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 08/23/2021 @ 3.1892056%
12/01/2021	611,077.61	98,368.06	512,709.55	509,017.67
12/01/2022	788,276.95	612,006.95	176,270.00	168,613.65
12/01/2023	788,277.12	619,022.22	169,254.90	156,583.84
12/01/2024	10,029,188.30	631,382.30	9,397,806.00	8,472,273.44
12/01/2025		636,785.42	-636,785.42	-560,717.95
12/01/2026		647,533.34	-647,533.34	-552,424.43
12/01/2027		652,837.85	-652,837.85	-539,571.36
12/01/2028		663,384.37	-663,384.37	-531,217.22
12/01/2029		672,052.43	-672,052.43	-521,394.26
12/01/2030		680,835.76	-680,835.76	-511,818.45
12/01/2031		689,239.24	-689,239.24	-501,940.78
12/01/2032		697,634.38	-697,634.38	-492,235.35
12/01/2033		709,334.73	-709,334.73	-484,928.39
12/01/2034		716,027.08	-716,027.08	-474,258.61
12/01/2035		722,212.50	-722,212.50	-463,457.76
12/01/2036		6,128,242.71	-6,128,242.71	-3,783,512.91
	12,216,819.98	15,576,899.34	-3,360,079.36	-110,988.87

Savings Summary

PV of savings from cash flow	-110,988.87
Less: Prior funds on hand	-789,573.62
Plus: Refunding funds on hand	701,270.14
Net PV Savings	-199,292.35

BOND PRICING

Town of Mountain Village
Private Placement Refunding, Series 2021 (Trust)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	12/01/2021	15,000	2.500%	2.500%	100.000
	06/01/2022	150,000	2.500%	2.500%	100.000
	12/01/2022	160,000	2.500%	2.500%	100.000
	06/01/2023	160,000	2.500%	2.500%	100.000
	12/01/2023	165,000	2.500%	2.500%	100.000
	06/01/2024	175,000	2.500%	2.500%	100.000
	12/01/2024	170,000	2.500%	2.500%	100.000
	06/01/2025	180,000	2.500%	2.500%	100.000
	12/01/2025	180,000	2.500%	2.500%	100.000
	06/01/2026	190,000	2.500%	2.500%	100.000
	12/01/2026	190,000	2.500%	2.500%	100.000
	06/01/2027	195,000	2.500%	2.500%	100.000
	12/01/2027	200,000	2.500%	2.500%	100.000
	06/01/2028	205,000	2.500%	2.500%	100.000
	12/01/2028	210,000	2.500%	2.500%	100.000
	06/01/2029	215,000	2.500%	2.500%	100.000
	12/01/2029	220,000	2.500%	2.500%	100.000
	06/01/2030	230,000	2.500%	2.500%	100.000
	12/01/2030	225,000	2.500%	2.500%	100.000
	06/01/2031	235,000	2.500%	2.500%	100.000
	12/01/2031	240,000	2.500%	2.500%	100.000
	06/01/2032	245,000	2.500%	2.500%	100.000
	12/01/2032	250,000	2.500%	2.500%	100.000
	06/01/2033	260,000	2.500%	2.500%	100.000
	12/01/2033	260,000	2.500%	2.500%	100.000
	06/01/2034	270,000	2.500%	2.500%	100.000
	12/01/2034	270,000	2.500%	2.500%	100.000
	06/01/2035	280,000	2.500%	2.500%	100.000
	12/01/2035	280,000	2.500%	2.500%	100.000
	06/01/2036	295,000	2.500%	2.500%	100.000
	12/01/2036	5,685,000	2.500%	2.500%	100.000
		12,005,000			

Dated Date	08/23/2021	
Delivery Date	08/23/2021	
First Coupon	12/01/2021	
Par Amount	12,005,000.00	
Original Issue Discount		
Production	12,005,000.00	100.000000%
Underwriter's Discount		
Purchase Price	12,005,000.00	100.000000%
Accrued Interest		
Net Proceeds	12,005,000.00	

ESCROW REQUIREMENTS

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Period Ending	Interest	Principal Redeemed	Total
08/23/2021	80,810.98	11,056,955.00	11,137,765.98
	80,810.98	11,056,955.00	11,137,765.98

ESCROW COST

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
08/23/2021		11,137,765.98	11,137,765.98
	0	11,137,765.98	11,137,765.98

ESCROW SUFFICIENCY

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
08/23/2021	11,137,765.98	11,137,765.98		
	11,137,765.98	11,137,765.98	0.00	

ESCROW STATISTICS

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:						
11,137,765.98				11,137,765.98		
11,137,765.98				11,137,765.98	0.00	0.00

Delivery date 08/23/2021
Arbitrage yield 3.189206%

COST OF ISSUANCE

Town of Mountain Village
Private Placement Refunding, Series 2021 (Truist)

Cost of Issuance	\$/1000	Amount
Bank Counsel Fee	2.29071	27,500.00
Placement Agent Fee	7.50000	90,037.50
Bond Counsel	2.49896	30,000.00
Title Insurance and legal fees	3.33195	40,000.00
Contingency	2.08247	25,000.00
	17.70408	212,537.50

**TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY
REVENUE REFUNDING BONDS
(VILLAGE COURT APARTMENTS PROJECT)
SERIES 2021**

SALE CERTIFICATE

The undersigned is the duly appointed Chair of the Board of Commissioners (the “Board”) of the Town of Mountain Village Housing Authority (the “Authority”) and hereby certifies as of August 23, 2021 as of the following:

1. On August 19, 2021, the Board adopted a resolution (the “Bond Resolution”) authorizing the issuance of the “Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021” (the “Bonds”). All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Bond Resolution.

2. Truist Bank, a North Carolina Banking Corporation (the “Purchaser”), has submitted a proposal (the “Bond Purchase Agreement”) to the Authority to purchase the Bonds in accordance with the Bond Resolution and the Bond Purchase Agreement.

3. On the date hereof, I accepted the proposal of the Purchaser and executed the Bond Purchase Agreement on behalf of the Authority in my capacity as Chair of the Board pursuant to the authority conferred upon me in the Bond Resolution.

4. The Bonds shall be issued as a single term bond in the principal amount of \$[12,500,000]. The Bonds shall be dated as of the date of delivery to the Purchaser.

5. The Bonds shall bear interest at rate of [2.35]% per annum (subject to adjustment upon a Determination of Taxability, as described herein).

6. Interest shall be payable semi-annually on June 1 and December 1 each year, commencing December 1, 2021.

7. The Bonds shall mature on December 1, 2036, and shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, without premium. As and for a sinking fund for the redemption of the Bonds, there shall be redeemed on December 1 in the following years the following principal amounts of the Bonds:

<u>Year of Redemption</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036*	

*Maturity

8. The Bonds shall be subject to redemption in whole only (but not in part) at the option of the Authority, upon at least ten business days written notice to the registered owner of the Bonds, on any interest payment date, at a redemption price equal to 101% of the principal amount so redeemed, plus accrued interest thereon to the redemption date.

9. From and after the date on which the interest on the Bond is first includable in gross income of the registered owner thereof (the "Taxable Date"), under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bond (the "Tax Code"), as a result of any action or omission of any action by the Authority or any misrepresentation or inaccuracy in any of the representations, warranties or covenants of the Authority in connection with the issuance or sale of the Bond, which has the effect of causing interest paid or payable on the Bond to become includable, in whole or in part, in the gross income of the registered owner thereof under the Tax Code, as determined by a Determination of Taxability, the Bond shall bear interest at the rate of [__]% per annum ("Taxable Rate"). For the purposes of this paragraph, "Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following: (a) the receipt by the Authority or a registered owner of the Bond of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that interest on the Bond is includable in the gross income of the registered owner thereof under the Tax Code; (b) the issuance of any public or private ruling of the Internal Revenue Service to the Authority that interest on the Bond is includable in the gross income of the registered owner thereof under the Tax Code; or (c) receipt by the Authority or registered owner of the Bond of a written opinion of bond counsel to the Authority that the interest on the Bond is or has become includable in the gross income of the registered owner thereof under the Tax Code. Upon a Determination of Taxability, the Authority will pay the registered owner of the Bond (including any former

registered owner) on demand of such registered owner (a) an amount equal to the difference between the interest on the Bond that would have been paid to such registered owner during the period for which the interest on the Bond is determined to be includable in the gross income of such registered owner (the "Taxable Period") if the Bond had borne interest at the Taxable Rate, and the amount of interest actually paid to the registered owner during such Taxable Period, and (b) an amount equal to any interest, penalties or charges owed by such registered owner as a result of interest on the Bond becoming includable in the gross income of such registered owner under the Tax Code.

10. Net proceeds of the Bonds in the amount of \$[_____] shall be used by the Authority to refund its outstanding Town of Mountain Village Housing Authority Tax-Exempt Refunding Loan (Village Court Apartments Project), Series 2014A (the "Refunded Loan"). The Refunded Loan shall be called for prepayment in whole on the date of issuance of the Bonds at a prepayment price equal to the principal amount thereof, plus accrued interest thereon to the prepayment date, plus a prepayment fee calculated in accordance with the 2014A Loan Agreement.

11. Net proceeds of the Bonds in the amount of \$[_____] shall be deposited in the Costs of Issuance Fund held by the Paying Agent and applied to pay costs of issuance of the Bonds in accordance with the terms and provisions of the Paying Agent Agreement.

12. The Reserve Requirement is \$[450,000].

13. The terms and provisions of the Bonds comply with the parameters set forth in the Bond Resolution.

DATED as of the date first written above.

TOWN OF MOUNTAIN VILLAGE HOUSING
AUTHORITY

By: _____
Chair
Board of Commissioners

**TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY
REVENUE REFUNDING BONDS
(VILLAGE COURT APARTMENTS PROJECT)
SERIES 2021**

BOND PURCHASE AGREEMENT

THIS AGREEMENT, dated as of August 23, 2021, is by and among the Town of Mountain Village Housing Authority (the “Authority”) and Truist Bank, a North Carolina Banking Corporation (the “Purchaser”).

WITNESSETH:

WHEREAS, the Authority proposes to issue its Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 (the “Bonds”) pursuant to a resolution adopted by the Board of Commissioners of the Authority (the “Board”) on August 19, 2021 (the “Bond Resolution”); and

WHEREAS, the Bond Resolution, among other things, contains certain terms, provisions, warranties, representations and covenants by the Authority; and

WHEREAS, the Purchaser desires to purchase the Bonds from the Authority; and

WHEREAS, this Bond Purchase Agreement (this “Agreement”) states the terms and conditions upon which the Authority will sell and the Purchaser will purchase the Bonds from the Authority and supersedes any prior agreement between the Authority and the Purchaser with respect to the Bonds; and

WHEREAS, any capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Resolution and the Sale Certificate authorized in connection therewith.

ARTICLE I

TERMS OF BONDS

The Bonds shall bear interest, mature, be payable, be subject to redemption prior to maturity, and be transferable as provided in the Bond Resolution and the Sale Certificate. A copy of the executed Sale Certificate is attached hereto as Exhibit A and by this reference made a part hereof.

ARTICLE II

SALE, PURCHASE AND DELIVERY OF THE BONDS

Section 2.1. Sale, Purchase and Delivery of Bonds. Upon the terms and subject to the conditions stated in this Agreement, the Authority agrees to issue and sell to the Purchaser,

and the Purchaser agrees to purchase from the Authority the Bonds at a price equal to the principal amount thereof. On the date of closing on the Bonds (the “Closing Date”), the Purchaser agrees to deliver immediately available funds to the Authority in the amount of the purchase price thereof. Upon receipt of the purchase price, the Authority shall deliver the Bonds to the Purchaser. The delivery of the Bonds shall be made as fully registered Bonds registered in the name as directed by the Purchaser.

Section 2.2. Purchaser Letter. In connection with the issuance of the Bonds and the sale thereof to the Purchaser, the Purchaser shall deliver the Purchaser Letter in substantially the form attached as Exhibit B hereto, and by this reference made a part hereof.

ARTICLE III

CONDITIONS OF SALE AND PURCHASE

The obligations of the Authority to sell and of the Purchaser to purchase the Bonds shall be subject to the satisfaction of each of the following conditions:

Section 3.1. Authority Closing Certificate. As of the Closing Date, the Authority shall deliver to the Purchaser a certificate signed by duly authorized officials of the Authority relating to due organization and authority to issue the Bonds under the laws of the State of Colorado, absence of litigation and due authorization and delivery of the Bonds, the Bond Resolution, the Sale Certificate, the Paying Agent Agreement, the Deed of Trust and this Agreement in a form reasonably satisfactory to the Purchaser.

Section 3.2. Bond Opinion. As of the Closing Date, the Authority shall receive the approving opinion of Sherman & Howard L.L.C., Denver, Colorado, as Bond Counsel, dated the Closing Date, as to the validity of the Bonds and that interest on the Bonds will be excludable from gross income of the Owners thereof for federal income tax purposes (subject to customary limitations), and the Purchaser shall receive a reliance letter relating to such opinion including certain limitations and qualifications. Such opinion shall be in a form reasonably satisfactory to the Purchaser.

Section 3.3. Other Documents. As of the Closing Date, the Authority and the Purchaser shall receive, in form and substance reasonably satisfactory to the Authority and the Purchaser: (a) an executed copy of the Bond Resolution; (b) an executed copy of the Sale Certificate; (c) an executed copy of the Paying Agent Agreement; (d) an executed copy of this Agreement; (e) an executed copy of the Deed of Trust; (f) evidence satisfactory to the Purchaser that as of the date of issuance of the Bonds that the Prior Bonds are no longer outstanding and that the Prior Deed of Trust and the Prior Indenture have been released and discharged; and (g) such additional certificates or other documents as the Authority or the Purchaser may reasonably require to provide evidence of the satisfaction of all the conditions stated in this Article or elsewhere in this Agreement.

Section 3.4. No Litigation. As of the Closing Date, there shall not have been entered or issued by any court, administrative agency, or other governmental body of any jurisdiction, and there shall not have been commenced or threatened in writing any proceeding in

any court, administrative agency, or other governmental body of any jurisdiction which could reasonably be expected to lead to the entry or issuance of any judgment, order, decree, injunction, or other adjudication having the purpose or effect, actual or threatened, of prohibiting the issuance, sale or delivery of the Bonds by the Authority or the pledge of the Net Pledged Revenues pursuant to the Bond Resolution, the performance by the Authority of any of its obligations as provided in the Bonds, the Bond Resolution, the Deed of Trust or this Agreement, relating in any material way to the imposition or collection of fees, rents or charges to pay the principal of or interest on the Bonds, or in any way contesting the Authority's right to undertake the Refunding Project or seeking to prohibit, restrain or enjoin the undertaking of the Refunding Project.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Authority Representations. The Authority hereby represents and warrant to the Purchaser as follows:

(a) The execution and delivery of, and the due performance of all obligations represented by, the Bonds, the Bond Resolution, the Sale Certificate, the Paying Agent Agreement, this Agreement, the Deed of Trust and the other agreements and documents contemplated in the Bond Resolution and the Authority's compliance with the provisions thereof, as the case may be, will not conflict with or constitute on the Authority's part a breach of or a default under any existing law, court or administrative regulation, decree or order, or any agreement, indenture, lease or other instrument to which the Authority is subject or by which the Authority is or may be bound.

(b) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the Authority, threatened in writing seeking to restrain or to enjoin the issuance or delivery of the Bonds, or the fixing and collection of the fees, rents, charges and other revenues derived from the provision or furnishing of housing and other use of the Village Court Apartments Project, or the application of the Net Pledged Revenues to the payment of the principal of and interest on the Bonds; the use of the proceeds of the Bonds to accomplish the Refunding Project; or affecting in any way the right or authority of the Authority to pay the Bonds and the interest thereon, or otherwise carrying out the terms and provisions of the Bond Resolution and the covenants and agreements therein and of other proceedings authorizing the issuance of or otherwise concerning the Bonds.

(c) Upon the payment or defeasance in whole of the Prior Bonds, and except as otherwise permitted by the Bond Resolution, there are no liens or encumbrances of any nature whatsoever on or against the Village Court Apartments Project, or any part thereof, or on or against the Net Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

(d) The Authority is in compliance with all applicable laws and regulations related to the Village Court Apartments Project.

Section 4.2. Payment of Purchaser Fees and Expenses. The Authority agrees to pay the reasonable fees and expenses of the Counsel to the Purchaser incurred in connection with the initial issuance of the Bonds, in an amount not exceeding \$[_____].

Section 4.3. Conflict with Bond Resolution. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Resolution, the provisions of the Bond Resolution shall be controlling.

Section 4.4. Governing Law. This Agreement is deemed to have been executed and delivered in the State of Colorado, and shall be governed by, construed and enforced in all respects in accordance with the laws of the State of Colorado, applicable to contracts made and to be performed entirely therein.

Section 4.5. Execution in Counterparts; Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall be treated as original signatures for all purposes hereunder.

(Signature page follows)

IN WITNESS WHEREOF, the Purchaser and the Authority have caused this Bond Purchase Agreement to be duly executed and delivered as of the day and year first above written.

TRUIST BANK, A NORTH CAROLINA
BANKING CORPORATION

By: _____
Name: _____
Title: _____

TOWN OF MOUNTAIN VILLAGE
HOUSING AUTHORITY

By: _____
Title: Chair

EXHIBIT A

(Attach Executed Sale Certificate)

EXHIBIT B

(Form of Purchaser Letter)

August 23, 2021

Town of Mountain Village Housing Authority.
Town of Mountain Village, Colorado

Sherman & Howard L.L.C.
Denver, Colorado

Piper Sandler & Co.,
as placement agent

Re: TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY REVENUE
REFUNDING BONDS (VILLAGE COURT APARTMENTS PROJECT),
SERIES 2021 (THE "BONDS")

Ladies and Gentlemen:

Truist Bank (the "Purchaser") has agreed to purchase the above-captioned Bonds pursuant to a resolution authorizing the issuance of the Bonds adopted by the Board of Commissioners of the Town of Mountain Village Housing Authority (the "Authority") on August 19, 2021 (the "Bond Resolution") and a Bond Purchase Agreement by and between the Authority and the Purchaser dated as of August 23, 2021. All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Bond Resolution. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt and taxable obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.

2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

4. The Purchaser is (a) an affiliate of Truist Bank, (b) a trust or other custodial arrangement established by Truist Bank or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) a qualified institutional buyer.

5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bonds. The Purchaser has made its own inquiry and analysis with respect to the Authority, the Village Court Apartments Project, the Refunding Project, the Bonds and the security therefor, and other material factors affecting the security for and payment of the Bonds.

6. The Purchaser has obtained all information which it has deemed relevant in connection with its purchase of the Bonds. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, the Village Court Apartments Project, the Refunding Project, the Bonds and the security therefor, including the Title Insurance Commitment on the Property, so that as a reasonable investor, it has been able to make its decision to purchase the Bonds.

7. The Purchaser understands that the Bonds (i) are not registered under the 1933 Act and are not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) are not listed on any stock or other securities exchange, and (iii) carry no rating from any credit rating agency.

8. The Purchaser is a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities.

9. The Purchaser has made a loan to the Authority in the form of the Bonds for investment for its own account, with the present intention to hold the Bonds to maturity or earlier redemption or mandatory tender, and with no present intention of reselling or redistributing the Bonds or interests therein; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bonds, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of Truist Bank

(b) that is a trust or other custodial arrangement established by Truist Bank or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors; or

(c) that is a qualified institutional buyer.

The Purchaser understands that the Bonds may only be transferred in whole, and not in part.

10. The Purchaser acknowledges that it understands the meaning and legal consequences of the representations set forth herein and that the Authority, the Attorney to the Authority, Sherman & Howard L.L.C., as bond counsel (“Bond Counsel”) and Piper Sandler & Co., as placement agent to the Authority (the “Placement Agent”), have relied and will rely upon such representations.

11. All representations contained in this Purchaser Letter will survive the Purchaser's purchase of the Bonds.

TRUIST BANK, A NORTH CAROLINA
BANKING CORPORATION

By _____
Name _____
Title _____

**TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY
REVENUE REFUNDING BONDS
(VILLAGE COURT APARTMENTS PROJECT)
SERIES 2021**

PAYING AGENT AGREEMENT

THIS PAYING AGENT AGREEMENT (this “Agreement”), dated as of August 23, 2021, is by and between the TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY (the “Authority”), a public body corporate and politic of the State of Colorado, and U.S. BANK NATIONAL ASSOCIATION, as paying agent and registrar (the “Paying Agent”), a national banking association duly organized and existing under the laws of the United States of America.

WITNESSETH:

WHEREAS, by resolution of the Board of Commissioners of the Authority duly adopted on August 19, 2021 (the “Bond Resolution”), the Authority has authorized the issuance of its Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021 (the “Bonds”), in the original principal amount of \$[12,500,000] (the “Bonds”); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Bond Resolution; and

WHEREAS, it is mutually desirable to the Authority and the Paying Agent that the Paying Agent, through its Corporate Trust Department located in Denver, Colorado, act as Paying Agent and Registrar for the Bonds; and

WHEREAS, it is mutually desirable that this Agreement be entered into between the Authority and the Paying Agent to provide for certain aspects of such Paying Agent and Registrar services.

NOW, THEREFORE, the Authority and the Paying Agent, in consideration of the mutual covenants herein contained, agree as follows:

1. The Authority hereby appoints the Paying Agent to serve as Paying Agent and Registrar in accordance with the terms and provisions of the Bond Resolution, the Sale Certificate authorized by the Bond Resolution (the “Sale Certificate”) and this Agreement. The Paying Agent hereby accepts all duties and responsibilities of the Paying Agent and the Registrar as provided in the Bond Resolution, the Sale Certificate and this Agreement, including without limitation, the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of the Bonds.

2. The Paying Agent shall cause the Bonds to be honored in accordance with their terms, provided that the Authority causes to be made available to the Paying Agent all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Paying Agent to pay or disburse any funds in excess of the amount transferred to the Paying Agent by the Authority in accordance with the provisions of the Bond Resolution and this Agreement. Nothing in this Agreement shall require the Authority to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein, in the Bond Resolution or in the Sale Certificate.

3. Not less than five Business Days prior to each interest payment date or principal payment date (each, a "Payment Date") on the Bonds, the Paying Agent shall give written notice to the Authority of the amount of principal and/or interest on the Bonds which is due on the applicable Payment Date. Failure by the Paying Agent to give such written notice to the Authority, or any defect therein, shall not relieve the Authority of its obligation to remit payment to the Owners of the Bonds on scheduled payment dates.

4. Not less than three Business Days prior to each regularly scheduled Payment Date, funds for the payment of the Bonds and interest thereon are to be transferred by the Authority, from amounts on deposit in the Bond Fund, by wire transfer to the Paying Agent, and the Paying Agent shall deposit such amounts so received in an account designated "Principal and Interest Payment Account." At the time of the deposits to the Principal and Interest Payment Account provided herein, the Paying Agent shall notify the Authority if the amounts credited (together with any amounts available for such purpose theretofore deposited to the Principal and Interest Payment Account) will not be sufficient to pay the installment of principal or interest, or both, as the case may be, next due on the Bonds. In the event of any such deficiency, the Authority shall promptly remit any additional amounts necessary to pay the principal and interest on the Bonds next due. The funds so deposited in the Principal and Interest Payment Account shall be held uninvested and applied by the Paying Agent through its trust department solely for the payment of principal of and interest on the Bonds. From such funds, the Paying Agent agrees to pay at the times and in the manner provided in the Bond Resolution and the Sale Certificate, the principal of and interest on the Bonds.

5. There is hereby created and established with the Paying Agent a fund held by the Paying Agent to be designated as the "Town of Mountain Village Housing Authority Revenue Refunding Bonds (Village Court Apartments Project), Series 2021, Costs of Issuance Fund" (the "Costs of Issuance Fund"). On or before the date of issuance of the Bonds, the Authority shall deposit into the Costs of Issuance Fund an amount equal to \$[_____]. Funds on deposit in the Costs of Issuance Fund shall remain uninvested. The Paying Agent shall use the funds on deposit in the Costs of Issuance Fund to pay costs of issuance upon the written direction of the Chair or the Vice Chair. The Paying Agent may rely conclusively upon any such written direction received from the Authority and shall have no obligation to make an independent investigation in connection therewith. Any amounts on deposit in the Costs of Issuance Fund remaining after the payment of all the costs of issuance of the Bonds, or 90 days after the date of issuance of the Bonds, shall be transferred by the Paying Agent to the Authority at the written direction of the Chair or the Vice Chair.

6. The Authority shall pay to the Paying Agent fees in accordance with its then existing fee schedule. The Paying Agent's current fee schedule is attached hereto as Exhibit A.

No new fee schedule shall become effective until 30 days after the Paying Agent has given the Authority written notice hereof.

7. If requested by the Paying Agent, the Authority agrees to provide the Paying Agent with a supply of blank Bonds for use in the transfer and exchange of Bonds.

8. Any moneys held by the Paying Agent for the Owner of any Bond remaining unclaimed for one year after principal and/or interest which such moneys have been set aside has become due and payable shall without further request by the Authority be paid to the Authority. If funds are returned to the Authority, the Authority and the Paying Agent agree that the Owner of such Bond shall thereafter look only to the Authority for payment thereof, and that all liability of the Paying Agent with respect to such moneys shall thereupon cease.

9. At any time, the Paying Agent may apply to the Authority for instructions and may consult counsel for the Authority or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Paying Agent may conclusively rely and shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the Authority and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the Authority. The Paying Agent shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the Authority. The Paying Agent shall not be responsible, for any reason, for any action taken nor omitted to be taken by it in good faith in connection with this Agreement or any of the Bonds except for its own negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Paying Agent hereunder.

10. Any company or national banking association into which the Paying Agent may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion, or consolidation to which it shall be a party or any company or national banking association to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

11. The Paying Agent may resign at any time with or without cause on 30 days' prior written notice to the Authority. The Authority may remove the Paying Agent upon 30 days' prior written notice to the Paying Agent. No resignation or removal of the Paying Agent may take effect until a successor is appointed. The Authority shall have the right to appoint the successor Paying Agent, and shall cause notice of such appointment to be mailed by registered or certified mail to the Owners of all Outstanding Bonds at the address shown on the registration books. If no successor Paying Agent is appointed within 30 days following the date designated for the resignation of the Paying Agent, the Paying Agent may petition a court of competent jurisdiction to appoint a successor. Every such successor Paying Agent shall be a bank or trust company having a shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$50,000,000 or be the Authority.

12. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Resolution, the provisions of the Bond Resolution shall be controlling.

13. The rights of the Authority under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado without regard to choice of law analysis. Jurisdiction and venue for any disputes related to this Agreement shall be in any court of the State of Colorado located in San Miguel County or the United States District Court for the District of Colorado.

14. This Agreement is made solely for the benefit of the Authority, the Paying Agent, its successors and assigns, and the Owners of the Bonds, and no other person or entity shall have any right, benefit or interest under or because of the existence of this Agreement.

15. If any section, subsection, paragraph, clause or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions of this Agreement.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

17. The parties hereto agree that in the event that any individual or individuals who are authorized to execute or consent to this Agreement on behalf of the Authority or the Paying Agent are not able to be physically present to manually sign this Agreement, that such individual or individuals are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature.

18. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Paying Agent and the Authority have caused this Agreement to be duly executed and delivered as of the day and year first above written.

TOWN OF MOUNTAIN VILLAGE HOUSING
AUTHORITY

By: _____
Chair

U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent

By: _____
Title: Vice President

EXHIBIT A

(Attach Paying Agent's Fee Schedule)

53616792

Town of Mountain Village
HUMAN RESOURCES DEPARTMENT
Bi-annual Report to Town Council
February 2021 - August 2021

We make Mountain Village a great place to live, work & visit.

HUMAN RESOURCES STAFF:

Lindsay Niehaus, HR Coordinator

Jaime Holmes, HR Director

SUMMARY:

~As we move through the pandemic, we continue to adjust our practices accordingly. Thus far, we have implemented the following, with Mayoral and Council approval, to help keep our employees, residents, and guests safe:

- Town Hall opened its doors on June 1st, with most Admin staff returning to the offices full time in-person. Telecommuting is still an option on a part time basis with department and Town Manager approval. A telecommuting policy and procedure was implemented and part time telecommuting will be re-evaluated at the end of the year.
- Due to growing staffing demands and office shortage, any employee currently telecommuting more than 3x/week is office-sharing.
- A Policy Directive, effective June 22nd, states Town employees must wear a face covering unless the employee is able to provide proof of COVID vaccination. This Policy Directive is issued in order to protect employees, coworkers, families/friends and the public who may be unvaccinated or with compromised immune systems and to ensure the Town's workforce is able to effectively meet the Town of Mountain Village community's needs.
- Effective June 22nd, the Town's Paid Leave for Testing benefit was replaced with a Paid Leave for Vaccination equivalent of up to one day off work without the use of PTO for vaccinations. We have had a handful of employees take advantage of this benefit, thus far.
- Current Federal regulations in place for COVID and Vaccine related leave, of which we are in compliance:
 - From 4/1/2021 to 9/30/2021, the American Rescue Plan Act (ARPA) allows small and mid-size employers, including tax-exempt governmental employers, to claim refundable tax credits against their share of Medicare taxes for the cost of providing paid sick and family leave to employees due to COVID-19 and to receive and recover from vaccinations.
 - ARPA allows for employee's full wages to be paid up to 2 hours for vaccination leave along with time to recover from the vaccinations.
 - The CO Healthy Families and Workplaces Act (HFWA) is still in effect and provides each full time employee up to 80 hours of paid leave for COVID related reasons (part time employees receive an amount equal to their average hours worked). This began on 1/1/2021 and is in effect until the Governor states it ceases.
- On June 23rd, Tri-County Health presented a COVID and Vaccinations Q&A educational forum open to all employees.

~The updated 2021 Employee Handbook has been reviewed by Human Resources consultants at Employers Council, our Town Attorney and is in final review with HR. The Handbook review is a free annual service provided by Employers Council. Once completed, it will be uploaded to our employee software, Ultipro and employee acknowledgements will be set up.

1. **DOCUMENT MANAGEMENT:** Maintain accurate personnel files in compliance with the Colorado Municipalities Retention Schedule.
 - Employee personnel documentation is retained according to the Colorado Municipalities Record Retention schedule dates.
 - Drug and alcohol reports are maintained in compliance with FTA Record Retention schedule dates.
 - HR will schedule an annual clean-up day in the fall to begin process of cleaning up records throughout computer drives and paper files to continue compliance.

2. **BENEFITS & COMPENSATION:** Administer benefits, compensation and recognition programs to attract and retain high-performing, well-qualified employees.
 - HR is currently working with Employers Council to conduct a salary survey, which includes the following: Compensation Policy and Philosophy and a review and revision of our current pay grade structure to ensure competitiveness in the identified market with development of a long term strategy to continue market competitiveness.
 - Completion of updating all job descriptions for 2021 compliance. Set up and completed initial Director One-on-One's. Topics included job descriptions, department organization goals and structure, safety and trainings and what HR can do to be of more service.
 - Consolidated Appropriations Act of 2021 included, with employer approval, an option to carryover unused FSA and dependent care FSA funds from 2020 to 2021, as well as, increased available dependent care funds from \$5000 to \$10,500 for married couples filing joint tax returns. This was approved and information sent to all FSA plan holders.
 - Effective with 2021 election, implementation of new Ordinance offering Town health and life benefits to newly elected Town Council members. HR is meeting with eligible Council members for benefit overview.
 - HR Metric Data
 - Turnover (FT/PT year round): from 1/1/2021 to 7/31/2021 = 13.3%
 - Terminations (FT/PT year round): from 1/1/2021 to 7/31/2021 = 16
 - New Hires (FT/PT year round): from 1/1/2021 to 7/31/2021 = 11
 - As of 7/31/2021, we have 116 FT/PTYR employees and 20 seasonal employees

3. **ENVIRONMENT:** Promote the Town's commitment to environmental sustainability by educating and engaging current and future employees.
 - Ongoing employee education, policies and programs (waste reduction, recycling, energy conservation measures, zero waste plan...) are communicated in job descriptions, and monthly HR newsletters to encourage all employees to take responsibility for recycling, waste reduction and energy conservation. HR will work closely with new Environmental Efficiencies and Grant Coordinator to help aid in continuance of Town staff sustainability efforts.
 - A Paperless W-2 is available for all employees through UltiPro with an option to import directly into TurboTax.

4. **FISCAL RESPONSIBILITY:** Prepare and stay within the HR department's approved budget.
 - Actively seek opportunities to optimize financial costs and return on investments when making decisions.
 - Continue to work with TPA to monitor benefit utilization and look to reduce benefit expenses.

5. **POLICY ADMINISTRATION & ENFORCEMENT:** Administer and enforce town policies in compliance with state/federal laws and town goals.
 - HR Director and Coordinator participated in Employer's Council trainings via Zoom. Trainings included: Orientation and Onboarding – Building Positive Connections from Day One, Investigations in the Workplace, Discrimination in the Workplace, Interviewing and Hiring, Recordkeeping for HR, Workforce Planning – Your Roadmap to the Future, Legal Issues for HR Pros, Handbooks – Revising or Developing, Fundamentals of HR Management, and the 2020 Employment Law Update
 - Ongoing communication/training with EC, CML, CIRSA, and Pinnacol regarding state and federal laws, employment regulations and Town goals.
 - All Town policies are being reviewed and updated for compliance. New policies are being discussed and written where written policies were not in place previously. For example, a Social Media Policy was just written and implemented. Currently, in the process of updating and cleaning up policies and forms throughout employee software, UltiPro.
 - 2021 Colorado's Equal Pay for Equal Work Act aims to increase pay equity and transparency. Highlights include: removing wage history information from job applications, regular employer audits of compensation practices, job posting notice requirements.

6. **RECRUITMENT/ ONBOARDING:** Assist management with timely and lawful recruitment processes to maintain proper staffing levels and reduce turnover.
- To continue processes to become and remain an Employer of Choice through recruitment and retention. An Employer of Choice is an employer whom workers choose to work for when presented with other employment choices. This decision is also made when choosing to stay with that organization. An Employer of Choice results in better productivity, healthier workplace culture, and an ability to attract and retain top talent. Tactics include: defining the ideal employee, determining what will attract and retain employees, keeping an eye on competition, employee development, employee recognition, organization stability (includes transparency), and positive work experiences. These strategies are long- and short-term goals that continue to be developed and implemented.
 - HR is currently involved in all hiring, guiding the hiring team to determine the ideal employee and ensuring the right fit and top talent is considered and hired. This involvement contains: maintaining EEO standards and training hiring team of compliance, helping hiring team manage applications, setting up interviews, creating equitable, skill and behavioral based interview questions, working with a hiring team to choose the right candidate for job and workplace fit, and continuing immediate contact with candidate to get them fully onboarded. HR works diligently and one-on-one with new hire ensuring the onboarding experience is positive from day one. HR will work with departments to continue that positive employee experience.
7. **SAFETY:** Continue to provide a safe workplace and minimize workplace injuries
- The Safety Committee continues to evaluate and implement best practices to help create and maintain a proactive safety culture throughout the organization.
 - Staff trainings included: Harassment – by Triad, Reasonable Suspicion – by DATA, drug/alcohol TPA, Violence, Bullying and Active Shooter in the Workplace – by Chief Broady
 - Our long time CIRSA rep retired and his replacement has completed an audit and found we are in need of several updates regarding Safety trainings and policies. I am working with each department to ensure compliance. We have scheduled an upcoming 2-day on-site training with CIRSA for several certification completions. CIRSA will be conducting their annual audit on 9/2/2021.
 - Started New Employee Safety Orientation with each new employee and their supervisor. Department Safety Inspection Checklist within each department started in June, 2021.
 - The Safety Committee started the process of having an on-staff CPR certified trainer to conduct CPR/AED trainings throughout the organization. In July, Officer Erika Moir completed her training and will be working with staff and departments to offer CPR/AED trainings.
8. **TRAINING & PROFESSIONAL DEVELOPMENT:** Combine performance management with staff training & development
- Annual performance reviews for all staff were completed by December 2020. Average overall Manager rating for employees across organization was: 4.22 with the lowest scoring in the 2 range and highest at a 5. Merit increases were distributed to staff based upon performance review scores.
 - Aligning goals and competencies for 2021 performance reviews has started after the completion of updated job descriptions.

PREPARED BY
KIM MONTGOMERY

PRESENTED ON
AUGUST 19, 2021



TOWN MANAGER REPORT

AUGUST 2021





GREAT SERVICE AWARD PROGRAM

JUNE WINNER CHAMBERS SQUIER

GREAT SERVICE AWARD NOMINATIONS

Chambers Squier, nominated by Dawn Katz.

During the two month Colorado Shines rating, Chambers has worked late nights and weekends to make sure we are exceeding State expectations. There is no way I could have gone through this assessment without her. Her commitment to the families and children at Mountain Munchkins is beyond admirable Chambers worked each and every day through the pandemic with love and a smile. Mountain Munchkins and the Town of Mountain Village are incredibly lucky to have Chambers on our team

Amy Ward, nominated by Michelle Haynes,

Amy first began employment on March 18, 2020, the day our offices closed because of the pandemic. We shortly thereafter had to suspend employment until September of 2020 when we realized we needed a full planning staff because planning and building did not decrease but rather increased during the pandemic. Amy jumped in with both feet also managing plaza related contracts and special use permits, assisting with BDCA and then later the Market on the Plaza. Amy wears a lot of hats and has continued to work diligently in her job. I really appreciate her work ethic and efforts. She has been a quick study in planning matters and is always willing to assist with plaza, market, and farm to community matters

DEPARTMENT FACILITATION HIGHLIGHTS

PLANNING AND DEVELOPMENTAL SERVICES



Represented the Town of Mountain Village at the San Miguel County's consideration of Sketch Plan Review of the Society Turn Project on July 21st. The Sketch Plan was approved unanimously with several conditions. The next process will be to move through the second of five steps in the PUD process which is preliminary review and approval of the project. This will reveal significant additional detail on the project including preparing a Development Agreement. I will continue to participate in this process and attend meetings



Began meetings with our internal team (Me, Michelle Haynes, John Miller, Amy Ward, Finn Kjome, JD Wise, Paul Wisor, Jim Loebe, Zoe Dohnal, Jim Soukup and Casey Dukeman) to begin developing all necessary information, mapping and communication protocols as 161CR/Pond Lots development begins to make its way into our planning process. The team will meet on a regular basis for updates, information sharing, mapping and planning



Continue to work with staff, legal and the owner of Lot 615 regarding their development and relocation of the trail. The owner submitted an open records request for documentation on the existing trail easement that staff is processing



Continue the planning and coordination with staff and MIG for an onsite visit and public meetings to be conducted on August 11th. A debrief with staff and MIG will be conducted on August 12th with an update to Council at the August 19th Council meeting

BUSINESS DEVELOPMENT AND COMMUNICATIONS



Worked with the Mayor and Zoe Dohnal to develop an action plan for the renewal of the La Piazza License Agreement

HOUSING



In conjunction with Michelle Haynes and John Miller, we presented our Community Housing Initiatives at the August 9th Intergovernmental meeting



Participated in a Town Council Special meeting executive session for purposes of negotiation regarding several community housing options



Attended monthly SMRHA meeting

FINANCE



Finance Director Recruitment

- Completed two preliminary Zoom interviews with HRGov, Dan Caton, Pet Duprey, Paul Wisor, Jaime Holmes and me
- One candidate was of interest but subsequently informed us that his wife was accepted to a master's program in California. He was interested in a remote working situation but our hiring committee all agreed that this was not possible for this position
- Application process has been re-opened for receipt of interested candidates' resumes, letters of interest and applications.



Began our departmental budget meetings with Julie Vergari and I as the oversight for these meetings. All these preliminary meetings allow for me to provide direction and expectations and will be concluded by the end of week August 13th

TRANSPORTATION



Attended the Gondola Subcommittee meeting on August 17th

POLICE

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Pursuant to CIRSA requirements we conducted Violence in the Workplace, Bullying and Active Shooter training. Two sessions were held and Chief Broady was an excellent presenter

HUMAN RESOURCES / EMPLOYEE DEVELOPMENT

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Conducted a meeting of the Employee Development Team on August 7th with Pete Dupree, Patrick Berry, Jaime Holmes and Kim Montgomery

- Revisited our Employee Development Policy, discussed the specific development for Tier 1 staff who have retirement dates/timelines established
- Subsequently disseminated the Town's organization chart to team members for better understanding of the organization holistically
- Began discussion regarding the compensation and benefits study currently under development. The team will review and make recommendations to the Budget and Finance Team in late August and ultimately for presentation and recommendations by Town Council



Conducting development meetings with staff either weekly or bi-weekly and biweekly Manager's staff meeting

MAYORS OFFICE

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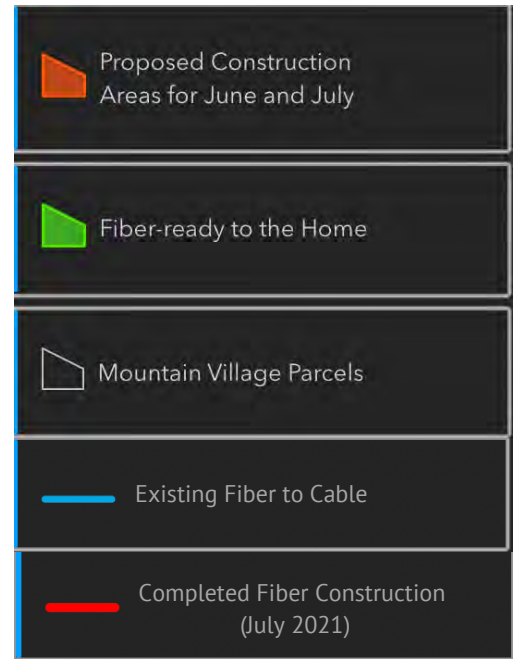
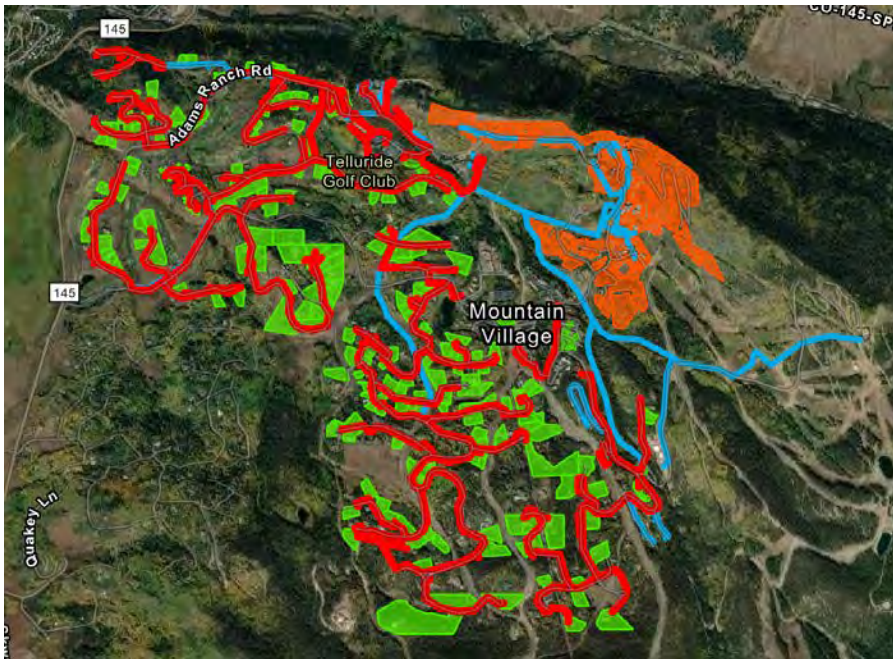


Continued weekly meetings with Mayor Benitez


DEPARTMENT PERFORMANCE HIGHLIGHTS


BROADBAND


- ▶ Fiber pathway construction is 96% complete
- ▶ Installed over 400 homes with new fiber for internet and video services
- ▶ Switched over 321 bulk hotel video customers to new video service
- ▶ All buildings in the Village Center have been fully completed, with the exception of the Plaza Building where fiber is currently being pulled
- ▶ Installed 88 new conduits to homes with 15 remaining to be completed
- ▶ Activated 64 passive optical network “pons” (Passive Optical Network) (32 houses per pons) and 8 optical line terminals which allow the pons to provide service to the home





INFORMATION TECHNOLOGY


-  Cybersecurity
 - Last 30 days 346 total hunting leads were generated. 1 investigated. 0 mitigations
 - Continue to security patch in a timely fashion. Server 100% and 91% Desktop up to date

-  System Administration
 - Continue to work on new backup strategies and continuity of operations
 - Exercised disaster recovery test on a critical server

-  HR
 - Busy on-boarding and off-boarding employees
 - Working on new job description and responsibilities for employees

-  Network Administration
 - Last 30 days network uptime 99.99%, brief outages 10, and network performance rating High
 - Upgraded firmware on internal Wifi network
 - Added an AP (Internet Access Point) for Mountain Village Fire Department
 - Added Prospect building into the TMV network

-  Phone System
 - Upgraded back-end phone system
 - Added 6 new VoIP phones
 - Still identifying bugs from the phone system upgrade

-  Desktop Support
 - Began deploying password management system

INFORMATION TECHNOLOGY



GIS

- In July, the GIS department has been focused on objectives outside of those outlined in the May and June reports. It is unclear when most of the May and June objectives will be revisited since timelines with other departments and their mapping systems have been placed on a longer timeline than originally expected. Estimated completion dates for relevant objectives have been adjusted in the table accordingly.
- GIS has shifted its focus toward supporting TOMV's cable and fiber asset and network infrastructure as well as developing outreach, collaboration, and GIS education in TOMV and the greater community. GIS completed its data evaluation of the TOMV parcel maps and will continue to support Planning through the zoning and land use evaluation process





KEEPING OUR COMMUNITY SAFE

Continuing to monitor any new updates to the County Health Order. At this time they are recommending that everyone, vaccinated or not vaccinated, wear face coverings when inside any public space. Jaime Holmes and I developed a new message conveying that information to all staff

Continuing to attend bi-weekly San Miguel County meetings for COVID-19 discussions and updates as needed

Jim Loebe and I provided an update on the status of compliance with mask wearing mandates on the Gondola at the August 9th IG meeting