

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, JANUARY 20, 2022, 2:00 PM  
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
AGENDA **REVISED 3****

[https://us06web.zoom.us/webinar/register/WN\\_sy7fDo3GQ76LWW5azb6llg](https://us06web.zoom.us/webinar/register/WN_sy7fDo3GQ76LWW5azb6llg)

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

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	60	McConaughy		Executive Session: <ul style="list-style-type: none"> <li>a. For the Purpose of Receiving Legal Advice and Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategies for Negotiations, and Instructing Negotiators Pursuant to Section 24-6-402(4)(b) and (e) Potential Development Related to Meadows Subarea and Village Center Subarea</li> <li>b. For the Purpose of Receiving Legal Advice Related to Updates on Active Litigation Matters under C.R.S. Section 24-6-402(b)</li> </ul>
3.	3:00	5			Public Comment on Non-Agenda Items
4.	3:05	5	Wisor Lemley	Informational	Introductions: <ul style="list-style-type: none"> <li>a. Finance Director Lizbeth Lemley</li> <li>b. Promotion of Amy Ward to Senior Planner</li> <li>c. Promotion of Connor Reilly to VCA Property Manager</li> <li>d. Promotion of Dylan Cornish to VCA Maintenance Manager</li> </ul>
5.	3:10	10	McConaughy Holmes	Action	Consideration of Approval of Town Manager Contract
6.	3:20	5	Wisor McConaughy	Action	Consideration of Appointment of the Town Attorney
7.	3:25	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: <ul style="list-style-type: none"> <li>a. Consideration of Approval of the December 9, 2021 Regular Town Council Meeting Minutes</li> <li>b. Consideration of Approval of the December 16, 2021 Joint Town Council and Design Review Board Meeting Minutes</li> <li>c. First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Section 1.08 – General Penalties</li> </ul>
8.	3:30	5	Johnston	Action <b>Quasi-Judicial</b>	Liquor License Authority: <ul style="list-style-type: none"> <li>a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area</li> </ul>
9.	3:35	10	Vergari Lemley	Informational Action	Finance: <ul style="list-style-type: none"> <li>a. Presentation of the December 31, 2021 Business &amp; Government Activity Report (BAGAR)</li> <li>b. Consideration of Approval of the November 30, 2021 Financials</li> </ul>

10.	3:45	10	Haynes Wisor	Action <b>Legislative</b>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding Amendments to the Community Development Code to Allow Accessory Dwelling Unit's (ADU's) Within Detached Condominium Development Projects in the Multi-Family Zone District and Single-Family Common Interest Zone District so Long as Vehicular Access can be Provided to the Lot
11.	3:55	15	Ward	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Approving a Minor Subdivision to Vacate a Portion of the General Easement at Lot 138, 100 Granite Ridge, Mountain Village pursuant to CDC Section 17.3.14 and 17.4.13
12.	4:10	10	Ward	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Approving a Road Right of Way Encroachment at Lot 138, 100 Granite Ridge, Mountain Village Pursuant to CDC Section 17.3.22
13.	4:20	15	Ward	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Regarding a Height Variance at Lot 138, 100 Granite Ridge, Mountain Village Pursuant to Community Development Code Section 17.4.16 <i>Continued from the December 9, 2021 Town Council Meeting</i>
14.	4:35	45	Haynes Wisor Shindman Knudtsen	Worksession	Housing Mitigation Methodology
15.	5:20	30			Dinner
16.	5:50	30	Miller	Informational	Town Owned Properties Plan to Identify Future Town Owned Community Housing Opportunities
17.	6:20	60	Haynes Schaefer Knudtsen	Worksession	Comprehensive Plan a. Hotbeds b. Housing Inventory c. Public Benefits Table
18.	7:20	20	Miller Wisor Haynes	Informational	Community Housing Project Update VCA Phase IV, Lot 644, 1545 Spruce Street
19.	7:40	5	Wisor	Action	Second Reading, Public Hearing and Council Vote on an Ordinance Regulating Weight Size of Motor Vehicles <i>Continue to the February 17, 2022 Town Council Meeting</i>
20.	7:45	5		Informational	Other Business
21.	7:50				Adjourn

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

<https://bit.ly/WatchMVMeetings>

Register in advance for this webinar:

[https://us06web.zoom.us/webinar/register/WN\\_sy7fDo3GQ76LWW5azb6IIg](https://us06web.zoom.us/webinar/register/WN_sy7fDo3GQ76LWW5azb6IIg)

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



**Agenda Item No. 5**  
**HUMAN RESOURCES**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 729-2654

**TO:** Mountain Village Town Council  
**FROM:** Jaime Holmes, Human Resources Director; David McConaughy, Special Counsel  
**DATE:** January 11, 2021  
**RE:** Appointment of Town Manager

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### **Summary**

The Town Council has named Paul Wisor the sole finalist to serve as the Town of Mountain Village's Town Manager. Town Council must vote to consent to the appointment of Mr. Wisor and approve the contract for Mr. Wisor to serve as Town Manager.

### **Background**

On September 17, 2021, Paul Wisor was appointed to serve as the Interim Town Manager. On December 9, 2021, after posting the position and seeking applications for the Town Manager role, the Town Council announced Paul Wisor as the sole finalist. Pursuant to Colorado law, the Town posted notice of its naming of Paul Wisor as the sole finalist.

### **Discussion**

Pursuant to the Town's Home Rule Charter, the Town Manager is the chief administrative officer of the Town and works directly under the supervision of and reports only to the Mayor. The Charter further provides the Mayor, subject to the advice and consent of the Town Council, is empowered to recommend for hire the Town Manager.

### **Financial Considerations**

Mr. Wisor's contract to serve as Town Manager, attached hereto as Exhibit A, provides Mr. Wisor shall be paid a salary of \$200,000 per year, plus benefits to provide Town Manager services.

### **Staff Recommendation**

Staff recommends appointment of Mr. Wisor and approval of the contract to serve as Town Manager.

### **Proposed Motion**

"I move to appoint Paul Wisor as the Town Manager of Mountain Village and approve the associated employment agreement."

# EMPLOYMENT AGREEMENT

## INTRODUCTION

This Employment Agreement (this "Agreement") is made and entered into this 20<sup>th</sup> day of January 2022, by and between the Town of Mountain Village, Colorado, a home rule municipality and political subdivision of the State of Colorado (hereinafter called "the Town"), and Paul F. Wisor (hereinafter called "Employee").

## RECITALS

WHEREAS, acting in accordance with Section 6.1 of the Town Charter, the Town desires to employ Employee as the Town Manager; and

WHEREAS, the Town desires to provide certain benefits, establish certain conditions of employment and to set the working conditions for Employee; and

WHEREAS, Employee desires to accept employment as Town Manager, all in accordance with, and subject to, the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## SECTION 1: TERM

The term of this Agreement commences on the date of the Agreement set forth above and supersedes the prior agreement dated September 10, 2021. The term of this Agreement shall be indefinite.

## SECTION 2: DUTIES AND AUTHORITY

The Town agrees to employ Employee as Town Manager to perform the functions and duties specified in Section 6.2(c) of the Town's Charter and to perform other legally permissible and proper duties and functions as directed from time to time by the Mayor.

Employee agrees to devote his skill, best efforts, and sufficient working time to diligently and conscientiously perform his duties for the Town. The Town acknowledges Employee will be permitted to take part in civic and charitable endeavors and perform consulting and/or legal work on matters unrelated to Town business so long as such activities do not create a conflict of interest or interfere, individually or in the aggregate, with Employee's performance of his duties for the Town.

The Town and Employee may enter into a separate agreement for the provision of legal services to the Town for additional compensation as addressed in such separate agreement, if any.

### SECTION 3: COMPENSATION

- 3.1 Annual Salary. Employer agrees to pay Employee an annual salary of \$200,000.00 payable in installments at the same time that the other management employees of the Town are paid, in accordance with the Town's general payroll practices, and subject to applicable withholdings and taxes.
- 3.2 Adjustments. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Town's compensation policy.
- 3.3 Consideration for Adjustments. Each year following Employee's annual performance evaluation as set forth herein, consideration shall be given to an increase in compensation.
- 3.4 Housing Allowance. The Town agrees to provide Employee a housing allowance in the amount of the Village Court Apartments one bedroom apartment rate. This allowance is in addition to Employee's annual salary set forth above. Employee's housing allowance will be paid directly to Village Court Apartments and will be processed as a taxable benefit to Employee in compliance with applicable law. Should Village Court Apartments terminate Employee's lease, the housing allowance will terminate on the date the employee departs the premises. If Employee secures alternative housing and voluntarily relocates from Village Court Apartments, Employee will no longer receive a housing allowance pursuant to this Section unless otherwise agreed to in writing by the parties.
- 3.5 Participation in Employee Benefit Programs. During Employee's employment, Employee will be entitled to participate in all employee benefit programs for which the other management employees of the Town are generally eligible.

### SECTION 4: HEALTH AND DISABILITY INSURANCE BENEFITS

The Town agrees to pay one hundred percent (100%) of the premiums for health, vision, and dental insurance for Employee. The Town agrees to contribute toward the insurance premiums for each of Employee's dependents in an amount equal to that which is provided for other full-time, salaried employees of the Town. In addition, the Town agrees to pay the premium for long-term disability insurance for Employee in the same manner, amount and/or percentage as disability insurance premiums are paid for other full-time, salaried employees of the Town.

## SECTION 5: PAID TIME OFF

Employee shall be credited with Paid Time off (“PTO”) in the starting amount applicable to employees in their fifth year of employment based upon the accruals set forth in the Town’s Employee Handbook, as may be amended from time to time. For purposes of PTO calculations only, Employee shall be treated as if his fifth year of employment commenced on 09/17/2021.

## SECTION 6: RETIREMENT

The Town agrees to continue Employee's enrollment in the Colorado Public Employee Retirement Association-PERA, and to make the appropriate contributions on Employee's behalf. The Town will also provide Employee with 401 (k) Plan benefits applicable to Town employees in their fifth year of employment, which provides for an annual match of up to nine percent (9%) of salary to the 401(k) but in no event more than Employee’s annual contribution to the 401 (k) Plan.

## SECTION 7: GENERAL BUSINESS EXPENSES

- 7.1 Dues and Subscriptions. The Town agrees to budget for and to pay for professional dues, fees, including attorney registration and bar association fees, continuing legal education expenses associated with maintaining licensure, and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the Town.
- 7.2 Travel. The Town agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for the Town.
- 7.3 Education. The Town also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for Employee's professional development and for the good of the Town, including but not limited to Continuing Legal Education courses as necessary to maintain Employee’s law license with the State of Colorado.
- 7.4 Clubs and Organizations. The Town acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Town shall pay for the reasonable membership fees and/or dues to enable Employee to become an active member in local civic clubs or organizations.

## SECTION 8: TERMINATION

8.1 Termination without Cause. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate Employee's employment at any time without Cause. If the Town chooses to terminate this Agreement without Cause, the Town shall provide ninety (90) days prior written notice to Employee or compensation in lieu. If the Town reduces the base salary, compensation or any other financial benefit of Employee, unless it is contemporaneously applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of the Agreement and will be regarded as a termination without Cause. Likewise, if Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of thirty (30) consecutive days, the Town shall have the option to terminate this Agreement subject to the severance provisions set forth in Section 9 hereof, unless otherwise limited by applicable law.

8.2 Termination for Cause. Throughout the term of this Agreement, Employee shall be subject to discharge for Cause for any one or more of the following reasons ("Cause"):

- a. If Employee commits an act of gross negligence or malfeasance in office as reasonably determined by the Town Council.
- b. If Employee is convicted of any felony offense; an offense involving fraud or dishonesty; or any offense related to governmental operations under Article 6 of Title 18 of the Colorado Criminal Code.
- c. If Employee commits an illegal act involving moral turpitude or personal gain to himself at the expense of the Town, or willful neglect of his material duties, or a refusal to perform lawful duties as he is required to perform, or commits fraud or intentionally makes a material misrepresentation with respect to his duties, as reasonably determined by Town Council.

In the event of termination for Cause, Employee shall have the right to service of written charges, notice of hearing, and a hearing before the Council either in open or executive session in the sole discretion of Employee. If Employee chooses to be accompanied by legal counsel at the hearing, the expenses of legal counsel shall be paid by Employee unless otherwise covered by applicable insurance. In the event of a termination for cause, Employee shall not be entitled to the 90-day prior notice reference in Section 8.1, nor to any payment in lieu thereof. If Employee requests a hearing under this Section 8.2, the Town may place Employee on unpaid leave pending the outcome of the hearing; provided, however, if the termination is rescinded or determined to be without cause, then Employee shall be entitled to the pay he otherwise would have earned during the period of unpaid leave, not to exceed 90 days.



8.3 At Will Employment. Notwithstanding the provisions of Sections 8.1 and 8.2 above, Employee shall at all times be considered an "at will" employee and shall have no right or expectation to continued employment with the Town, and either the Town or Employee shall have the right to terminate the employment relationship at any time with or without cause, subject the provisions of this Agreement regarding Severance payments and prior notice under certain circumstances.

#### SECTION 9: SEVERANCE

Severance shall be paid to Employee when employment is terminated as defined in Section 8.1. Severance shall not be paid to Employee when employment is terminated as defined in Section 8.2.

If Employee is terminated by the Town in accordance with Section 8.1 of this Agreement, the Town shall provide a minimum severance payment equal to twelve (12) months of Employee's annual salary and medical, dental, and vision insurance premiums for the same term. This severance shall be paid in a lump sum unless otherwise agreed to by the Town and Employee. Employee shall also be compensated for all accrued PTO.

#### SECTION 10: RESIGNATION

In the event that Employee voluntarily resigns his position with the Town, Employee shall provide a minimum of ninety (90) days' written notice unless the parties agree otherwise. In the event of the termination of this Agreement as a result of Employee's resignation, the Town shall not be obligated to pay Employee any compensation beyond his salary and benefits earned to the effective date of his resignation including compensation for any accrued but unused PTO.

#### SECTION 11: PERFORMANCE EVALUATION

The Mayor shall annually review the performance of Employee, subject to a process for criteria and format for the evaluation which shall be mutually agreed upon by the Mayor and Employee. The process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

#### SECTION 12: HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for the Town, and to that end, Employee shall be allowed to establish an appropriate work schedule.

### SECTION 13: INDEMNIFICATION

Beyond that required under federal, state or local law, the Town shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request and the Town shall not unreasonably refuse to provide independent legal representation at the Town's expense and the Town may not unreasonably withhold approval. Legal representation, provided by the Town for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Town shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Town in order for indemnification, as provided in this Section, to be available.

Employee recognizes that the Town shall have the right to compromise and unless Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, the Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness or advisor to the Town. Such expense payments shall continue beyond Employee's service to the Town as long as litigation is pending. Further, the Town agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the Town regarding pending litigation.

The requirements of this Section 13 and all other fiscal or monetary obligations of the Town shall at all times be subject to applicable requirements of law, including but not limited to being contingent upon annual budgeting and appropriation by the Town Council.

### SECTION 14: BONDING AND INSURANCE

The Town shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance as well as the cost of maintaining appropriate and adequate professional liability insurance covering Employee's services provided to the Town.

### SECTION 15: NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) TOWN: Mayor of Mountain Village  
455 Mountain Village Blvd., Suite A  
Mountain Village, CO 81435
- (2) EMPLOYEE: Paul F. Wisor  
PO Box 59  
Eagle, Colorado 81631

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### SECTION 16: GENERAL PROVISIONS

- 16.1 Integration. This Agreement sets forth and establishes the entire understanding between the Town and Employee relating to the employment of Employee by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. Notwithstanding the foregoing, the Town and Employee may enter into a separate agreement for the provision of legal services.
- 16.2 Parties Acknowledgment of Full Understanding. The parties hereby acknowledge and agree that they have fully read, understand, and voluntarily enter into this Agreement. The parties acknowledge that they have been advised to and have had an opportunity to consult with an attorney (other than Employee) and tax advisors of their choice before signing this Agreement.
- 16.3 Binding Effect. This Agreement shall be binding on the Town and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 16.4 Effective Date. This Agreement shall become effective on September 17, 2021
- 16.5 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid portion.
- 16.6 Written Amendment Required. The provisions of this Agreement may be amended or waived only by written agreement signed by all parties. No course of conduct or

failure or delay in enforcing the provisions of this agreement will affect the validity, binding effect, or enforceability of this Agreement or any provision hereof.

16.7 Counterparts; Electronic Transmission. This Agreement may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Agreement may be executed and delivered by email or other electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be executed the day and year first above written.

TOWN OF MOUNTAIN VILLAGE,  
COLORADO, a home rule  
municipality and political  
subdivision of the State of Colorado

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Laila Benitez, Mayor

EMPLOYEE

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Paul Wisor



**Agenda Item No. 6**  
**HUMAN RESOURCES**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 729-2654

**TO:** Mountain Village Town Council  
**FROM:** Paul Wisor, Interim Town Manager  
**DATE:** January 11, 2021  
**RE:** Appointment of Town Attorney

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### **Summary**

Assuming Agenda No 5., the appointment of Paul Wisor as Town Manager, is approved, the Town must formally appoint a new Town Attorney and approve the Town Attorney contract. David McConaughy, a Shareholder at Garfield & Hecht, is the proposed individual to serve as the new Town Attorney.

### **Background**

In September 2020, the Town appointed the law firm of Garfield & Hecht, P.C. to serve as the Town Attorney for the Town, and Paul Wisor was specifically designated as the individual to provide day to day services to the Town. Paul Wisor has been appointed Interim Town Manager, and Council is considering approving Mr. Wisor as the Town Manager at the January 20, 2022 meeting. In the event Mr. Wisor is appointed, it will be necessary to formally recognize a new individual who will serve as the Town Attorney.

### **Discussion**

Mr. McConaughy has been serving as Special Counsel to the Town since Mr. Wisor was appointed Interim Town Manager, and staff and the Mayor believe it is in the Town's best interest to continue to engage Garfield & Hecht and recognize David McConaughy as the new Town Attorney.

The Town entered into an agreement with Garfield & Hecht to provide legal services in 2020, which contract was set for review in December 2020. Garfield & Hecht has provided a largely similar agreement for review, which is attached as Exhibit A.

### **Financial Considerations**

Consistent with its current municipal rates, Garfield & Hecht proposes the following tiered fee structure:

- For David McConaughy and any other shareholders of the Firm, the general rate will be \$245 per hour.
- For associates, the general rate will be \$230 per hour.
- For all work provided on behalf of the Town subject to reimbursement by developers or land use applicants, the rate will be \$285 per hour for all attorneys in the firm.
- For litigation and water rights matters, the rate will be \$350 per hour for Mr. McConaughy and other shareholders and \$295 per hour for associates.

**Staff Recommendation**

Staff recommends appointment of Mr. McConaughy as Town Attorney and approval of the contract for Garfield & Hecht to continue provide legal services to the Town.

**Proposed Motion**

“I move to appoint David McConaughy as the Town Attorney of Mountain Village and approve the associated contract with Garfield & Hecht.”

## Exhibit A

David McConaughy  
[dmcconaughey@garfieldhecht.com](mailto:dmcconaughey@garfieldhecht.com)

January 13, 2022

Paul Wisor, Interim Town Manager  
Town of Mountain Village  
411 Mountain Village Blvd.  
Mountain Village, CO 81435  
[pwisor@mtnvillage.org](mailto:pwisor@mtnvillage.org)

Re: LEGAL REPRESENTATION AND FEE AGREEMENT

Dear Paul:

This letter will set forth the terms of engagement of Garfield & Hecht, P.C. (the “Firm”) to provide continuing legal services to Mountain Village (the “Town”). I would be pleased and honored to be appointed as the Town Attorney. Other than that title, the rates charged and the terms of our engagement would remain substantially the same as set forth in our prior engagement letter of October 11, 2021. Those terms are stated below, and this letter will therefore supersede and replace any prior agreements for legal services.

1. **Scope of Engagement; You Hire Us To Act As Your Attorney:** Thank you for the opportunity to represent the Town as Town Attorney as described in Article VI of the Home Rule Charter of the Town. David McConaughy would be appointed as the Town Attorney. Other attorneys, paralegal and staff of the Firm would continue to assist Mr. McConaughy and provide services under his direction and supervision.

2. **Fees and Staffing; We Bill By The Hour:** Will bill the Town on a tiered structure depending on the nature of the assignment and the attorneys involved:

- For David McConaughy and any other shareholders of the Firm, the general rate will be \$245 per hour.
- For associates, the general rate will be \$230 per hour.
- For all work provided on behalf of the Town subject to reimbursement by developers or land use applicants, the rate will be \$285 per hour for all attorneys in the firm.
- For litigation and water rights matters, the rate will be \$350 per hour for Mr. McConaughy and other shareholders and \$295 per hour for associates.
- Travel time to and from Mountain Village at your request will be billed one-way only from our Glenwood Springs office for one trip per month by one attorney. Any additional travel time will be billed at the general rate regardless of the nature of the matter. We also charge



mileage at the IRS rate. In order to minimize travel expenses, we expect to appear at Town Council meetings or other meetings via Zoom or similar platform whenever practical.

From time to time, we may assign other lawyers, primarily associates, or paralegals for discrete tasks. We agree to keep records of all time spent. Unless otherwise advised, you will be billed monthly. Unless otherwise agreed, you will be billed for professionals' time at increments of 1/10<sup>th</sup> hour. Our rates and fees are based on factors set forth in Rule 1.5(a) of the Colorado Rules of Professional Conduct, applicable to all Colorado attorneys. We periodically review and adjust the hourly rates of our attorneys, paralegals or other timekeepers in response to rising costs, market conditions or other factors law firms typically take into account. By this letter you approve adjustments that do not exceed annually ten percent (10%) over the hourly rate initially quoted to you. "Annually" means once per year and does not necessarily coincide with the precise 12-month anniversary of this agreement. Any estimate given regarding fees or costs of your matter are preliminary in nature and unless agreed otherwise are not binding on us and should not be relied upon. Actual fees and costs of your matter may vary substantially from estimates.

3. **Expenses; You Will Reimburse Us For Expenditures On Your Behalf:** You agree to pay promptly for such legal services and to pay all expenses incurred in connection therewith, such as long distance, court reporters, data compilation and management, office copying service, postage, Federal Express or other overnight carriers, filing, recording fees, secretarial overtime, and the like allocated to your legal matter. We may also incur travel, mileage, lodging and subsistence expenses for your legal matter for which you are also responsible. In certain matters, we will need to retain consultants, vendors and experts on your behalf. You authorize us to incur costs on your behalf, but we are not required to do so. We will attempt to obtain your consent before incurring costs in excess of \$500.00, but you understand that circumstances may make it impractical to obtain your consent before incurring such costs. You agree that you are solely responsible for any costs incurred on your behalf. In lieu of advancing costs, we may request funds from you for the payment of anticipated costs, which will be kept in our COLTAF account until the costs are incurred. These payments or requested funds for payment must be paid promptly.

4. **Litigation; We Cannot Guarantee Success:** If our representation of you involves a contested or adversarial matter, we intend to assert your position vigorously and efficiently. However, you must understand that, in representing any client in a contested or adversarial matter, we cannot promise or guarantee the ultimate success of your position, whether in a lawsuit, arbitration or any other forum. Our performance also depends, in large part, upon your cooperation and particularly upon prompt receipt of information and instructions from you from time to time as the matter progresses. Further, the level of activity may, in large measure, depend on the steps the other parties may take and their willingness, if any, to resolve your dispute without a full-scale trial. We hereby advise you of the existence of alternative forms of dispute resolution which might reasonably be pursued to attempt to resolve the legal dispute or to reach the legal objective sought.

5. **Town Council as Client:** We represent the Town as a municipal corporation and not any individual elected official or employee. We may undertake defense or representation of an official or employee acting in their official capacity if so directed by the Town Council or the Mayor in accordance with the Charter. We will take day-to-day direction from you and other staff as you may authorize, but

ultimately the decision to hire the Firm or terminate the attorney-client relationship will rest solely with the Town Council. This means it is our duty to place the Town's welfare and interests ahead of the interests of any of the individual officials, employees, or citizens.

6. **Payment; We Charge Interest On Late Payment:** If you are billed for any legal services or expenses, you agree that payment must be made within 30 days of the date of any such bill. You will be charged compounded interest at a periodic monthly rate of 1.5% (this is an annual percentage rate of 18%) on any balance unpaid after 30 days, but in no event less than a 1.5% periodic monthly rate. In the event that you do not pay an invoice within forty-five (45) days and no information is brought to our attention regarding a dispute as to the amount owed, we may elect to take legal action including a collection lawsuit to recover our unpaid legal fees and costs and accrued interest. Under such circumstances you agree to pay our reasonable legal fees and costs incurred in such collection activity and you further agree to submit to the jurisdiction of the County or District Court in Colorado of the county in which our office is located where the primary legal services were provided as reasonably determined by us.

7. **Withdrawal; We Reserve The Right To Withdraw, You May Always Terminate Us:** By written notice, we may withdraw as your counsel for reasons including, but not limited to, failure to pay fees or expenses, failure to cooperate with the Firm, conflicting communications where there is more than one client contact, and those mandated by the Colorado Rules of Professional Conduct or otherwise provided in this agreement. If permission for withdrawal from employment is required by court rules, the Firm shall withdraw upon receiving permission from the court; and you agree to pay all legal fees until such permission is obtained or otherwise incurred incident to the winding up and conclusion of your representation. Upon withdrawal, you shall immediately pay any remaining balance owed on your account. You may also terminate our employment by notifying us in writing that the Town Council has passed an appropriate motion to that effect. The Firm reserves its right to assert a retaining lien or charging lien, as appropriate, on any unpaid balance.

8. **Privacy; Your Assurance Of Confidentiality, When Disclosures Are Permitted:** Subject to professional and ethical standards, all communications between us are protected by the attorney-client privilege. This privilege may be waived by you if you share the communications or advice with third parties. We advise you not to share or disclose attorney-client communications to any third parties without first consulting us. Additionally, we advise that you avoid posting any information related to the scope of our representation on social media, as this may result in a waiver of the attorney-client privilege. Any information that you post on social media may be discoverable by adverse parties; we advise you to avoid posting any information related to the scope of our representation or your underlying legal matter on social media. Confidential information may be shared by us with other attorneys, paralegals, contract attorneys or legal assistants and outside consultants retained on your behalf whose services are necessary in the course of our representation. Confidential information may also be disclosed by us to third parties where such disclosure is implied from the legal services you have requested us to provide such as our outside ethics counsel or our IT provider, or as to matters involving cyber security. Further, if requested, client names may be disclosed to any municipality that is or may become a client of the firm. This disclosure is limited to legal matters within the territorial limits of such municipality or properties that may be eligible for annexation and subject to the requirement that the municipality keep such names confidential to the extent permitted by law. We protect all such information with physical,

electronic, and procedural safeguards that comply with our professional standards. If we are representing multiple clients in this matter, it is your responsibility to advise us if any information you may give us is confidential. Otherwise, all relevant communications received from you may be disclosed to other clients we represent in this matter.

9. **Insurance; We Are Not Responsible For Insurance You May Have:** It is possible you may have insurance policies relating to the matter wherein you have requested our assistance. You should carefully check all policies and, if coverage may be available, notify the insurance company about the matter as soon as possible. We do not undertake any responsibility to advise you as to the existence, applicability or availability of any insurance coverage or to give notice or tender any claims to any insurance company for any of the matters being handled by this firm. If any insurance company undertakes the payment of any portion of our billing statements, you will still remain responsible for any amounts not paid by the insurance company. Finally, if there is insurance involved in any transaction where we represent you, it is your responsibility to determine whether or not the underwriter has adequate resources to pay any claim. We are not financial analysts, and we do not have the expertise to advise you as to the financial condition of any underwriter or insurance agent.

10. **Conflicts of Interest; Conflict Checks; Conflicts That May Arise Later and Waivers:** To protect both of us and to comply with our professional obligations, our representation is subject to clearance of any conflicts of interest with present or former clients of our firm, as well as approval by the Firm's management which reviews all new matters. Conflicts of interest may also arise at some later date. If a conflict arises through no fault of our law firm, for example, as a result of a merger or acquisition you enter, you agree that such circumstances will not be a basis to disqualify us in this or any other matter. If a conflict arises because a particular lawyer joins our Firm, you agree that it will be a sufficient remedy to screen such lawyer or lawyers from our engagement(s) for you, including any relevant documents. This Firm represents many companies, associations, individuals, municipalities and other governmental or quasi-governmental entities. It is possible that during the time we are representing you, some of our current or future clients will have disputes or transactions with you. You agree that we may continue to represent or undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to yours, so long as those matters are not substantially related to our work for you. In cases where the attorney handling your case may be acquainted or friendly with the opposing attorney, we will consider if such relationship may interfere with the effective representation you would expect from us absent such relationship. If we do not perceive such interference, you hereby waive any conflict of interest where such relationship may be present. Should we perceive that such relationship might interfere, we will disclose such circumstances to you and discuss whether you would want to waive the conflict or have us withdraw from representing you. In situations where you provide a consent to our representation of another client regarding any conflict of interest, you retain the right to revoke such consent on written notice to us. In such circumstances and to the extent ethically allowed we retain the right to continue to represent the client that not revoked such consent and in the course of such representation to use or reveal confidential information we have obtained from you.

11. **File Retention Policy; When Your Files May Be Disposed Of:** The Firm reserves the right to dispose of any file four (4) years after the legal matters described therein have been resolved or four (4) years after the last work on the matter has been performed, whichever is first. If you wish to

obtain your file, you must do so by written request within said four (4) year period. You agree to be responsible for the shipping and handling charges incurred in forwarding these files to you or to any third party you may designate.

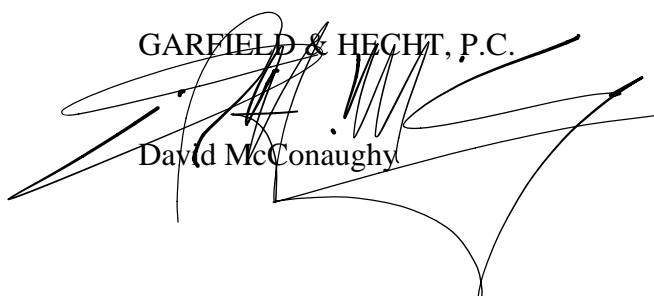
12. **Dispute Resolution; We Will Try To Resolve Disputes By Mediation And If Not Successful Then By Arbitration:** In the event of any dispute, controversy or claim (a “**Dispute**”) arising from or relating to (1) this agreement or breach thereof, including a dispute as to the amount owed for legal fees or (2) any representation or services provided by the Firm including possible malpractice where the Dispute cannot be resolved by direct discussions between the parties, you and this Firm agree to first endeavor to resolve the Dispute by mediation before resorting to arbitration. Mediation may be initiated by written notice by either party who has authority to resolve the Dispute. If the Dispute is not resolved within sixty (60) days after the beginning of mediation then, upon written notice by either party to the other, the dispute shall be finally resolved by binding arbitration conducted by, and in accordance with the rules of the Judicial Arbitrator Group, Inc., or, if such entity is no longer functioning, its successor or such other entity most nearly performing the same function in Colorado as we may reasonably determine. BY AGREEING TO ARBITRATION THIS FIRM AND YOU AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY. On balance we believe arbitration is a worthwhile way to resolve Disputes because it can be done expeditiously and with less expense than litigation. The place of mediation and arbitration shall be in the county in Colorado in which our office is located where the primary legal services were provided as reasonably determined by us. Except as may be required by law, a party, mediator or arbitrator may not, with respect to a Dispute, disclose the existence, content or results of any discussions, mediation, or arbitration hereunder without the prior written consent of both parties, and the process of discussions, mediation, if necessary, and arbitration, if necessary, shall, to the fullest extent allowed by law, be the sole means of resolving any Disputes. If we prevail in the arbitration, you agree to pay our reasonable attorney fees and costs incurred. As to non-payment of legal fees only, and provided neither party has requested mediation or arbitration, we reserve the right to file a collection lawsuit. If we have commenced a collection lawsuit for legal fees owed and in the course of that litigation you raise any matters that are required to be resolved in accordance with the dispute resolution procedures set forth herein, we shall dismiss or stay the litigation and submit the dispute to these resolution procedures.

13. **E-Mail Alerts; Website:** If you have provided us with your e-mail or mailing address, we may periodically send to you via e-mail or regular mail alerts involving firm news or changes in laws. If you do not wish to receive these alerts, please let us know, and we will omit your name from our distribution list. Sending such alerts is solely a courtesy to our clients and does not give rise to any duty on our part to keep you informed of changes in laws or constitute legal advice. Documents we send you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able, without significant additional cost, to agree with you and implement mutually-acceptable encryption standards and protocols. We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or information technology system. However, it is your responsibility to put in place measures to protect your computer system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communication from us. If you are a corporation or other form of entity, your signature below constitutes a consent to include your name in the Representative Client listing appearing on our website. We never post the names of individuals on the list. If you do not wish to have your name appearing on the listing, please let us know.

Please acknowledge your acceptance of the terms set forth herein by executing this letter and returning it to the undersigned by email or facsimile at (970) 925-3008. If you prefer to have an electronic version I am happy to forward it to you via DocuSign for ease of signing. We look forward to working with you.

Very truly yours,

GARFIELD & HECHT, P.C.



David McConaughy

AGREED TO:

TOWN OF MOUNTAIN VILLAGE

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

Name:

Title:

If a different billing address is not provided below the address at the beginning of this engagement letter will be used for billing purposes. You may also elect to have your billing emailed to you. Please select your preferred method of delivery below.

Billing Mailing Address:

E-Mail – Billing E-mail Address:

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**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE DECEMBER 9, 2021  
REGULAR TOWN COUNCIL MEETING  
DRAFT**

**Agenda Item 7a**

The meeting of the Town Council was called to order by Mayor Laila Benitez at 3:00 p.m. on Thursday, December 9, 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  
Harvey Mogenson  
Jack Gilbride (Via Zoom)  
Marti Prohaska

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

Pete Duprey

Also in attendance were:

Paul Wisor, Interim Town Manager	Andrew Knudtsen
Susan Johnston, Town Clerk	Ellie Schaefer
Kim Schooley, Deputy Town Clerk	Andy Rutz
Julie Vergari, Chief Accountant	Andy Cox
Chris Broady, Chief of Police	Doug Ford
Jaime Holmes, Human Resources Director	Julia Caulfield
Zoe Dohnal, Business Development and Sustainability Director	Justin Craido
Michelle Haynes, Director of Planning & Development Services	Tyler Newman
John Miller, Community Housing Program Director & Senior Planner	Stephanie Fanos
Amy Ward, Planner	Chris Hawkins
Finn Kjome Director of Public Works	Lee Zeller
Kate Burns, Controller	Jonette Bronson
Lindsay Niehaus, HR Coordinator	Anton Benitez
Rob Johnson, Transit Manager	Joan May
Sam Quinn Jacobs, Planning Technician	Pete Mitchell
Lauren Kirn,	Shari Mitchell
Tami Huntsman	Tyler Grubb
Whitney Rosenfeld	Yvette Rauff
John Howe	Louis Alaia
Ed Entner	Tyler Gibbs
Chad Horning	John Horn
Chuck Horning	Mickey Salloway
Chris Hamer	Heather Knox
Sam Barnes	

**Executive Session Executive Session for the Purpose Discussion of a Personnel Matter under C.R.S. Section 24.6.402((4)(f)(I) (2)**

On a **MOTION** by Marti Prohaska and seconded by Harvey Mogenson, Council voted unanimously to move into Executive Session for the purpose of discussion of a personnel matter under C.R.S. Section 24.6.402 ((4)(f)(I) at 3:01 p.m.

Council returned to open session at 3:38 p.m.

**Consideration of Approval of a Candidate for the Town Manager Position (3)**

Garfield & Hecht Attorney David McConaughy presented. Council discussion ensued. On a **MOTION** by Marty Prohaska and seconded by Jack Gilbride, Council voted unanimously to approve Paul Wisor as the finalist for the Town Manager Position and directed the Town Clerk to post the notice for a 14-day period.

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

No public comment was received.

**Council Boards and Commissions Updates: (5)**

1. **Telluride Tourism Board - Berry**
2. **Colorado Flights Alliance – Gilbride**
3. **Transportation & Parking –Duprey/Mogenson**
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/Caton/Prohaska**
8. **Telluride Historical Museum- Prohaska**
9. **Latinx Advocacy Committee (LAC) – 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**

**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: (6)**

- a. **Consideration of Approval of the November 18, 2021 Regular Town Council Meeting Minutes**

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

**Second Reading, Public Hearing and Council Vote on an Ordinance Regulating Weight Size of Motor Vehicles *Continue to the January 20, 2022 Town Council Meeting (7)***

Interim Town Manager Paul Wisor presented. On a **MOTION** by Marty Prohaska and seconded by Patrick Berry, Council voted unanimously to continue the item to the January 20, 2022 Town Council meeting.

**Consideration of Appointment to the Business Development Advisory Committee (BDAC) (8)**

- a. **Mountain Village Merchant Seat for a One-Year Term**

Susan Johnston presented. Sam Barnes, Any Cox, Ryan Dohnal, and Tyler Newman introduced themselves. Council discussion ensued. The committee recommendation was to appoint Ryan Dohnal to the available seat. On a **MOTION** by Marti Prohaska and seconded by Patrick Berry, Council voted unanimously to appoint Ryan Dohnal to a one-year term merchant seat on the Business Development Advisory Committee.

Council thanked all of the applicants for their willingness to serve and encouraged them to apply for other committees.

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

**Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District: (9)**

Chief Accountant Julie Vergari presented. The Mayor opened a public hearing.

**a. Consideration of a Resolution Adopting the 2022 Mountain Village Metro District Budget**

On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to approve a Resolution adopting the 2022 Mountain Village Metro District Budget.

**b. Consideration of a Resolution Appropriating Sums of Money for 2022**

On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to adopt a Resolution appropriating sums of money for 2022.

**c. Consideration of a Resolution Revising the 2021 Budget**

On a **MOTION** by Patrick Berry and seconded by Marti Prohaska, Council voted unanimously to adopt a Resolution revising the 2021 budget.

**d. Consideration of a Resolution Re-Appropriating Sums of Money for 2021**

On a **MOTION** by Patrick Berry and seconded by Marti Prohaska, Council voted unanimously to adopt a Resolution re-appropriating sums of money for 2021.

**e. Consideration of a Resolution Setting the Mill Levy for 2021 to be Collected in 2022**

On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to adopt a Resolution setting the mill levy for 2021 to be collected in 2022.

No public comment was received. The Mayor closed the public hearing.

On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted unanimously to reconvene as the Mountain Village Town Council.

**Finance: (10)**

Julie Vergari presented.

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

**b. Second Reading, Setting of a Public Hearing and Council Vote on an Ordinance of the Town Levying Taxes for the Year 2021 to be Collected in 2022**

Council discussion ensued. The Mayor opened the public hearing. There was no public comment. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Harvey Mogenson, Council voted 6-0 (Pete Duprey was absent) to approve on second reading an Ordinance of the Town levying Property taxes for the year 2021 to be collected in 2022.

**c. Second Reading, Setting of a Public Hearing and Council Vote on an Ordinance Adopting the 2022 Budget and Revising the 2021**

Council discussion ensued. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Marti Prohaska and seconded by Patrick Berry, Council voted to approve 6-0 (Pete Duprey was absent) on second reading an Ordinance adopting the 2022 budget and revising the 2021 budget.

**Second Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending the Town of Mountain Village License Fee Ordinance Legislative (11)**

Paul Wisor presented. Council discussion ensued. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Marti Prohaska and seconded by Dan Caton, Council voted 6-0 (Pete Duprey was absent) to approve on second reading an Ordinance amending the Town of Mountain Village License Fee Ordinance.



**Second Reading, Setting of a Public Hearing and Council Vote on an Ordinance of the Town Council of the Town of Mountain Village, Colorado Approving the Density Transfer and Rezone of Lot 243 R to Transfer One Unit of Density (Four Person Equivalent) to the Density Bank Quasi-Judicial (12)**

Michelle Haynes presented. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Harvey Mogenson, Council voted 6–0 (with Pete Duprey absent) to approve on second reading an Ordinance approving the density transfer and rezone of Lot 243 R to Transfer one unit of density (four-person equivalent) to the density bank with the following findings:

1. The owner of record of density in the density bank shall be responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.
2. The Rezoning and Density Transfer approval is conditioned upon approval of the Minor subdivision plat, by the Town Council.
3. The replat, Resolution and Ordinance will be concurrently recorded at the San Miguel County Clerk and recorder.

**Consideration of a Resolution Regarding a Height Variance at Lot 138, TBD Granite Ridge Pursuant to Community Development Code Section 17.4.16 Quasi-Judicial Continue to the January 20, 2022 Town Council Meeting (13)**

Planner Amy Ward presented. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to continue the item to the January 20, 2022 Town Council meeting.

**Consideration of a Resolution Approving the Purchase of Real Property Located at 1545 Spruce Street, Norwood Colorado, for the Purpose of Constructing Community Housing (14)**

Community Housing Program Director & Senior Planner John Miller presented. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Dan Caton, Council voted unanimously to approve the purchase of real property located at 1545 Spruce Street, Norwood, Colorado, for the purpose of construction community housing.

**Consideration of Approval of Intergovernmental Agreement Between the Town of Telluride and Town of Mountain Village for Nordic Ski Grooming on the Valley Floor Open Space (16)**

Paul Wiser presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to approve the Intergovernmental Agreement Between the Town of Telluride and Town of Mountain Village for Nordic Ski Grooming on the Valley Floor Open Space.

Council broke for dinner at 4:30 p.m. and reconvened at 5:30 p.m.

**Comprehensive Plan Amendments Worksession (17)**

MIG Project Manager Ellie Shaefer, Andrew Knudtsen of Economic Planning Systems (EPS) and MIG Project Manager Andy Rutz presented. Council discussion ensued. Public comment was received from Paul Savage, Chuck Horning, Chad Horning, Chris Hamm, Heather Knox and John Horn.

**Other Business (18)**

There was no other business.

There being no further business, on a **MOTION** by Dan Caton and seconded by Patrick Berry, Council voted unanimously to adjourn the meeting at 7:25 p.m.

Respectfully prepared and submitted by,

Susan Johnston  
Town Clerk

**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE DECEMBER 16, 2021  
SPECIAL JOINT TOWN COUNCIL AND DESIGN REVIEW BOARD MEETING  
DRAFT**

**Agenda Item 7b**

The meeting of the Town Council was called to order by Mayor Laila Benitez at 3:00 p.m. on Thursday, December 16, 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  
Peter Duprey (via Zoom)  
Marti Prohaska  
Harvey Mogenson  
Jack Gilbride

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

Patrick Berry

Also in attendance were:

Paul Wisor, Interim Town Manager	Matthew Shear
Susan Johnston, Town Clerk	Allison Miller
Kim Schooley, Deputy Town Clerk	Ankur Patel
Jim Soukup, Chief Technology Officer	John Horn
Zoe Dohnal, Business Development and Sustainability Director	Tiffany Horton
Lauren Kirn, Environmental Efficiencies and Grant Coordinator	John Horton
Michelle Haynes, Director of Planning & Development Services	Mike Wiest
Banks Brown, DRB Chairperson	Ken Alexander
Ellen Kramer, DRB Board Member	Sean DeLand
Scott Bennet, DRB Board Member	Michael Grey
Shane Jordan, DRB Board Member	Steve Morton
Liz Caton, DRB Board Member	Sherri Reeder
Cath Jett, DRB Board Member (via Zoom)	Stephanie Fanos
Rachel Shindman, Economic Planning Systems (EPS)	Terri Steinberg
Andrew Knudtsen, Economic Planning Systems (EPS)	Anton Benitez
Andi Alexander	Dave Ballode

**Joint Discussion Regarding Lot 109R Mountain Village Hotel PUD and Possible Amendments to the Variances and public benefits (1)**

Director of Planning & Development Services Michelle Haynes, President of The Vault Home Collection Matthew Shear and Head of Engineering Ankur Patel presented. Council and DRB discussion ensued.

**Consideration of a Recommendation to the Town Council to Consider a Variance to Community Development Code Section 17.5.16B.4., to Vary the Coonskin View Plane Requirements Affecting Unit 12, the Ridge at Telluride, to Allow for a Building up to 35 feet, Plus 5 Feet to Allow for Chimneys, Flues, Vents or Similar Structures, Located on Lot 161-A4 (2)**

Michelle Haynes presented along with the applicants Tiffany Horton, John Horton and their legal representative Attorney John Horn. Council and DRB discussion ensued. On a **MOTION** by DRB Board Member Ellen Kramer and seconded by DRB Board Member Cath Jett, the DRB voted unanimously to approve the recommendation for a variance to Community Development Code Section 17.5.16B.4., to vary the Coonskin View plane requirements affecting unit 12, The Ridge at Telluride, to allow for a building up to 35 feet, plus 5 feet to allow for chimneys, flues, vents or similar structures, located on Lot 161-A4 as with conditions as presented.

**Consideration of a Resolution for a Variance to Community Development Code Section 17.5.16B.4., to Vary the Coonskin View Plane Requirements Affecting Unit 12, The Ridge at Telluride, to Allow for a Building up to 35 feet, plus 5 feet to Allow for Chimneys, Flues, Vents or Similar Structures, Located on Lot 161-A4. (3)**

Michelle Haynes presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Dan Caton, Council voted unanimously to approve the Resolution for a Variance to Community Development Code Section 17.5.16B.4., to vary the Coonskin View plane requirements affecting unit 12, The Ridge at Telluride, to allow for a building up to 35 feet, plus 5 feet to allow for chimneys, flues, vents or similar structures, located on Lot 161-A4 as with the following conditions:

- 1) The Variance application allows for a building up to 35 feet plus 5 feet for chimneys, flues, vents and similar structures but otherwise subject to the design and heights approved by the Design Review Board when applying the regulations of the CDC, inclusive of design regulations.
- 2) Consistent with the Ridge Covenants, building height allows for a maximum height, per the applicant's request, of 35 feet plus 5 feet for chimneys, flues and similar structures, for a maximum height calculation from finished grade with no average height requirement. The maximum height is measured from the lowest finished grade located directly below the highest point of the structure.
- 3) The Applicant must demonstrate the associated parking requirements are met consistent with the 161CR and Ridge Settlement Agreement when a Class 3 design review application is submitted to the Town.
- 4) The Applicant must submit a condominium map amendment for the relocation of the building site prior to issuance of a certificate of occupancy.
- 5) Owners shall indemnify, defend and hold harmless Town, its members, affiliates, officers, directors, partners, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of the approval of the variance granted hereunder.

DRB adjourned at 5:29 p.m.

**Community Housing Mitigation Methodology (4)**

Michelle Haynes, Rachel Shindman with EPS, and Andrew Knudtsen with EPS presented. Council discussion ensued.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding Amendments to the Community Development Code to Allow Accessory Dwelling Unit's (ADU's) Within Detached Condominium Development Projects in the Multi-Family Zone District and Single-Family Common Interest Zone District so Long as Vehicular Access can be Provided to the Lot (5)**

Michelle Haynes and Interim Town Manager Paul Wisor presented. The Mayor opened the public hearing. Public comment was received from Mike Wiest, Ken Alexander, and Andi Alexander. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Jack

Gilbride, Council voted 6–0 (Patrick Berry was absent) to approve on first reading an Ordinance regarding amendments to the Community Development Code to allow Accessory Dwelling Unit’s (ADU’s) within Detached Condominium Development Projects in the Multi-Family Zone District and Single-Family Common Interest Zone District so long as vehicular access can be provided to the lot with conditions as presented and to set the second reading, public hearing and final Council vote for January 20, 2022.

There being no further business, on a **MOTION** by Peter Duprey and seconded by Jack Gilbride, Council voted unanimously to adjourn the meeting at 6:29 p.m.

Respectfully prepared and submitted by,

Susan Johnston  
Town Clerk

DRAFT



**Agenda Item No. 7c**  
**TOWN MANAGER**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 729-2654

**TO:** Mountain Village Town Council  
**FROM:** Paul Wisor, Interim Town Manager  
**DATE:** January 11, 2022  
**RE:** Amending Section 1.08.010 – General Penalty

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### **Summary**

The proposed ordinance would increase the fine that may imposed for general violations of the Town's Municipal Code from \$1,000 to \$2,650.

### **Background**

In 2010, Town Council set the maximum fine for general violations of the municipal code – those violations not related to traffic offenses or other offenses with specific penalties associated with them – at \$1,000.

### **Discussion**

Pursuant to a change in Colorado law, the Town may set the general penalty for violation of the Town's Municipal Code at a fee not to exceed \$2,650. This is the maximum fee that may be assessed, and nothing within the ordinance requires all penalties be imposed in this amount.

### **Financial Considerations**

There may be a small increase in revenue to the Town.

### **Staff Recommendation**

Staff recommends approval of the proposed ordinance.

### **Proposed Motion**

"I move to approve on first reading, the proposed ordinance to amending the Town's Municipal Code Section 1.08.010- General Penalty and to set the second reading and public hearing for February 17, 2022."

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,  
COLORADO AMENDING SECTION 1.08.010 – GENERAL PENALTY – OF THE  
MUNICIPAL TOWN’S MUNICIPAL CODE**

**Ordinance 2022-**

WHEREAS, the Town of Mountain Village (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of Mountain Village Home Rule Charter of 1995, as amended (the “Charter”); and

WHEREAS, pursuant to the Town’s Municipal Code, the Town imposes a penalty a general penalty of \$1,000 for municipal offenses; and

WHEREAS, pursuant to HB19-1148, municipalities are now authorized to impose general penalties in amounts up to \$2,650 per penalty; and

WHEREAS, in compliance with C.R.S. § 31-23-304, Town Council held a public hearing on the proposed amendment on February 17, 2022; and

WHEREAS, the Town Council desires to amend the Town’s Municipal Code to increase the general penalty for municipal offenses as set forth below.

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

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Ordinance.

Section 2. Amendment to the Municipal Code. Section 1.08.010 of the Town’s Municipal Code is hereby amended as set forth in Exhibit A, attached hereto.

Section 3. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 5. Effective Date. This Ordinance shall become effective on March 19, 2022 and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the 17th day of February 2022 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 7. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.8 of the Charter.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 20th day of January 2022.**

**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 17th day of February 2022**

**TOWN OF MOUNTAIN VILLAGE:**

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

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

ATTEST:

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

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 December \_\_, 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 January \_\_, 2022. 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Susan Johnston, Town Clerk  
 (SEAL)



Exhibit A

1.08.010 Designated Penalty.

With the exception of traffic offenses or Sections of this Code where a specific penalty is stated, whenever in any section of this Code or any section of a rule or regulation promulgated hereunder the doing of any act is required, prohibited or declared to be unlawful, any person who shall be convicted of, or plead guilty or no contest to a violation of any such section shall, for each offense, be fined in a sum not more than ~~One Thousand~~ Two Thousand Six Hundred Fifty Dollars (~~\$1000~~2,650.00) or imprisoned not to exceed one (1) year, or both such fine and imprisonment. Each day an offense continues shall constitute a separate offense.

# Town of Mountain Village

**Date:** 1/17/2022  
**To:** Town Council, Acting as the Liquor Licensing Authority (LLA)  
**From:** Susan Johnston, Town Clerk  
**RE:** Local Liquor Licensing Authority Matters for the January 20<sup>th</sup> Meeting

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

All required documentation and fees have been received. The packet has been reviewed by the following departments: Clerks, Legal and Police with no adverse findings although staff has asked the applicant to provide a more comprehensive security plan. The following condition is recommended regarding the insurance certificate:

- Applicant shall provide an updated insurance certificate to the Clerk's Office by June 1, 2022 to show coverage for the remainder of the 2022 calendar year

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



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

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

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

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



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

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

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

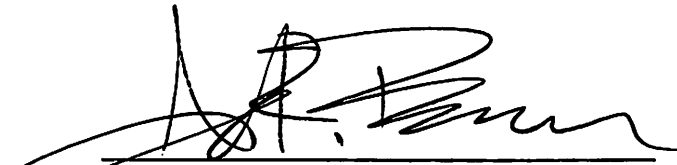
Report to the Town Clerk any deviation from this schedule at least fifteen (15) days prior to the proposed new date and time.



**PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA  
CERTIFICATION RENEWAL REQUEST**

**CERTIFICATION OF APPLICANT**

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

  
\_\_\_\_\_  
Authorized Signature

1.3.22

\_\_\_\_\_  
Date

MVPA Board Member

Title

---

**REPORT AND APPROVAL OF THE LOCAL LIQUOR LICENSING AUTHORITY**

\_\_\_\_\_  
Susan Johnston  
Town Clerk  
Town of Mountain Village

\_\_\_\_\_  
Date

**TOWN OF MOUNTAIN VILLAGE  
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA**

## **CERTIFICATION RENEWAL REQUEST**

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

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

#### **Revisions and amendments to this original application for Common Consumption Area**

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



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

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

ABOVE SPACE FOR OFFICE USE ONLY

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

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

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

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

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

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

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

(Street number and name or Post Office Box information)

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

(Province - if applicable) (Country)

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

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

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

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

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

Mailing address  
(leave blank if same as street address)

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP Code)

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

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

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

Name  
(if an individual)

Solomon

(Last)

Joseph

(First)

A.

(Middle)

(Suffix)

**OR**

(if an entity)

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

Mailing address

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

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

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

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

- The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

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



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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

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

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

**Disclaimer:**

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

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

**Article 1  
Purpose**

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

**Article 2  
Principal Office**

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

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

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

**Article 3  
Board of Directors**

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

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

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

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

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

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

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

#### Article 4 Meetings of Directors

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

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

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

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

Article 5  
Officers and Duties

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

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

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

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

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

Article 6  
Memberships

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

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

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

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

Article 7  
Budget and Fiscal Year

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

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

Article 8  
Amendment of Bylaws

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

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

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

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

**Mountain Village Promotional Association  
Directors and Officers**

President: Adam Singer  
Poachers Pub

Vice President: John Volponi  
Madeline Hotel & Residences

Secretary: Luke Weidner  
TSG (Siam's Talay, Crazy Elk, Pick, Tomboy Tavern, Plaza Lounge)

Director: Anton Benitez  
Telluride Mountain Village Owners Association

Director: Abbott Smith  
Telluride Distilling Company

Director: Mary Ann Slezak  
Telluride Coffee Company

Director: Erica Jurecki  
Tracks Café & Bar

Director: John Gerona  
The Village Table

Director: Tommy Thatcher  
Telluride Brewing Company

Director: Tony Kalyk  
Telluride Conference Center

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

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

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

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

Mountain Village Promotional Association  
Expanded Common Consumption Area Application  
January 2022

TMV Requirement #5: List any changes from the 2021 re-certification:

Telluride Naturals is now The Telluride Room

T-Karn is now Telluride Elevated

We would like to maintain the CCA for 365 days per year and have the MVPA Board of Directors monitor security as approved last year. There have been no security-related incidents.



Mountain Village Promotional Association  
Expanded Common Consumption Area Application  
January 2022

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

Comments:

- Location of Physical Barriers: These are no longer required per TMV
- Entrances and Exits: Shown on map
- Location of attached licensed premises: Shown on map
- Licensed premises adjacent to but not attached: The Peaks and Lumiere
- Location of Security Personnel: Roaming done by MVPA Directors
- Signs & Bollards defining the CCA are present at all times

# COMMON CONSUMPTION AREA

*Enjoy your drink responsibly*



## MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

### LEGEND:

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



## SEVEN DAYS PER WEEK, NOON TO 9PM

### PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

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

### PARTICIPATING CCA ESTABLISHMENTS

- |                                   |  |
|-----------------------------------|--|
| 1 Boot Doctors & Paragon Outdoors | 11 Telluride Real Estate Corp  |
| 2 Burton                          | 12 TSG Ticket & Pass Office<br>(excluding the Children's Center/Nursery) |
| 3 Christy Sports (BOTH LOCATIONS) | 13 Telluride Properties  |
| 4 Heritage Apparel                | 14 Telluride Sports (BOTH LOCATIONS)                                     |
| 5 Mountain Adventure Equipment    | 15 Telluride Adaptive Sports Program<br>(BOTH LOCATIONS)                 |
| 6 Shake N Dog Grub Shack          | 16 The North Face  |
| 7 Slopeside Lockers               | 17 TMVOA   |
| 8 Sotheby's                       | 18 Wagner Custom Skis  |
| 9 Telluride Elevated              | 19 Rinkevich Gallery   |
| 10 The Telluride Room             |  |

### COMMON CONSUMPTION AREA (CCA) OVERVIEW

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



**NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA**

# COMMON CONSUMPTION AREA

*Enjoy your drink responsibly*



## MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

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



SUMMER

## SEVEN DAYS PER WEEK, NOON TO 9PM

### PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

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

### PARTICIPATING CCA ESTABLISHMENTS

- 1 Boot Doctors & Paragon Outdoors
- 2 Burton
- 3 Christy Sports (BOTH LOCATIONS)
- 4 Heritage Apparel
- 5 Mountain Adventure Equipment
- 6 Shake N Dog Grub Shack
- 7 Slopeside Lockers
- 8 Sotheby's
- 9 Telluride Elevated
- 10 The Telluride Room
- 11 Telluride Real Estate Corp
- 12 TSG Ticket & Pass Office  
(excluding the Children's Center/Nursery)
- 13 Telluride Properties
- 14 Telluride Sports (BOTH LOCATIONS)
- 15 Telluride Adaptive Sports Program  
(BOTH LOCATIONS)
- 16 The North Face
- 17 TMVOA
- 18 Wagner Custom Skis
- 19 Rinkevich Gallery

### COMMON CONSUMPTION AREA (CCA) OVERVIEW

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



**NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA**

## **Mountain Village Promotional Association 2022 Common Consumption Area Security Plan**

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

Liquor license holders participating in the common consumption area for 2022 are; Hotel Madeline, Poachers Pub, Tracks Café & Bar, Telluride Coffee Company, The Village Table, Telluride Distilling Company, Telluride Brewing Company and TSG (Crazy Elk, Tomboy Tavern, The Pick, Siam's Talay, Telluride Conference Center).

### **Daily Security Monitoring:**

Staff of the 12 liquor license holders participating in the Common Consumption area will be responsible for daily monitoring of the common consumption area. Each establishment has a boundary for which they are responsible for monitoring during normal hours of operation. Staff will educate guests in a friendly manner and if any violators become belligerent or overly intoxicated the police will be contacted to intervene. For some of the outlying areas such as Village Pond Plaza and when establishments are not open, TMVOA staff will assist with monitoring.

### **Special Events (Sunset Concerts, 4<sup>th</sup> of July, Closing Day, etc.):**

TMVOA/MVPA will hire the necessary security staff to include 2-6 roaming security personnel to cover the common consumption area. The Mountain Village Promotional Association Board of Directors will oversee the security crew. The primary point of contact for the Town will be TMVOA's Operations Manager. This person will meet with the Town's chief of police or his designee as needed to go over any potential issues and security concerns with the common consumption area.

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

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

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

### **Special Event Schedule:**

- Responsible individual shall meet with the security personnel to go over responsibilities or when there are staffing changes.
- Roaming monitoring of the area will begin at one hour prior to the event and will include informing guests of the common consumption area rules.

- Monitoring will continue until one hour past the event at which time a sweep of the area will occur to ensure that all alcoholic beverages have been disposed of in trash receptacles.

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

- Special event security staff will be provided with security vests and will be given a list of Standard Operating Procedures
- All security personnel will complete the server and seller training program (TIPS or ServSafe) established by the Director of the Liquor Enforcement Division of Revenue.
- When appropriate, security staff will check coolers/bags to ensure no alcoholic beverages are brought into the Common Consumption Area and will be responsible for ensuring that no alcoholic beverages leave the Common Consumption Area.
- When necessary, recycling and trash cans shall be available at all entrance and exit points.
- IDs will be checked at the point-of-sale by staff members of each participating licensed establishment.
- Each licensed establishment will be responsible for ensuring that no alcoholic beverages from another establishment are brought into their licensed area.
- Each licensed establishment will use a disposable cup with its logo for patrons who wish to take a beverage out into the common consumption area.
- Per the recommendation of the insurance carrier, the Mountain Village Promotional Association will agree to comply with the loss control recommendation to post the drinking age limit in the common consumption area.
- If open displays of intoxication occur, the security personnel will contact the police at the Town of Mountain Village and/or call 911 if there are any life and death emergencies.

### **Barriers and Signage:**

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



**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION  
PLAZA LICENSE AGREEMENT**

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

**RECITALS**

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

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

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

3. LOCATION.

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

4. USE.

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

5. MAINTENANCE.

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

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

7. INSURANCE REQUIREMENTS.

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



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

8. TERMINATION.

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

9. HOURS OF OPERATION.

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

10. LICENSE FEES.

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



**If to the Town:**

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

**(With a copy to):**

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

*(Signature Pages Follow)*

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By:   
Adam Singer, President

TOWN:

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

By:   
Kim Montgomery, Town Manager

Approved as to Form:

**James  
Mahoney**

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

Jim Mahoney, Town Attorney

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

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

**RECITALS**

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

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

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

### 3. LOCATION.

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

### 4. DATES AND HOURS OF OPERATION.

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

### 5. USE.

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

### 6. MAINTENANCE.

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

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

8. INSURANCE REQUIREMENTS.

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

9. TERMINATION.

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

10. ADDITIONAL TERMS AND CONDITIONS.

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

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

**If to Licensee:**

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

**(With a copy to):**

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

**If to the TSG:**

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

**(With a copy to):**

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

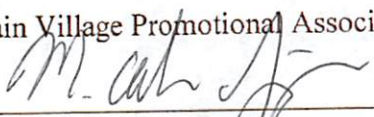


*(Signatures on next page)*

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By:   
Adam Singer, President

TSG:

TSG SKI & GOLF, LLC  
a Delaware limited liability company

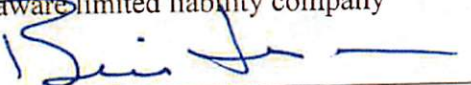
By:   
Bill Jensen, CEO

Exhibit A

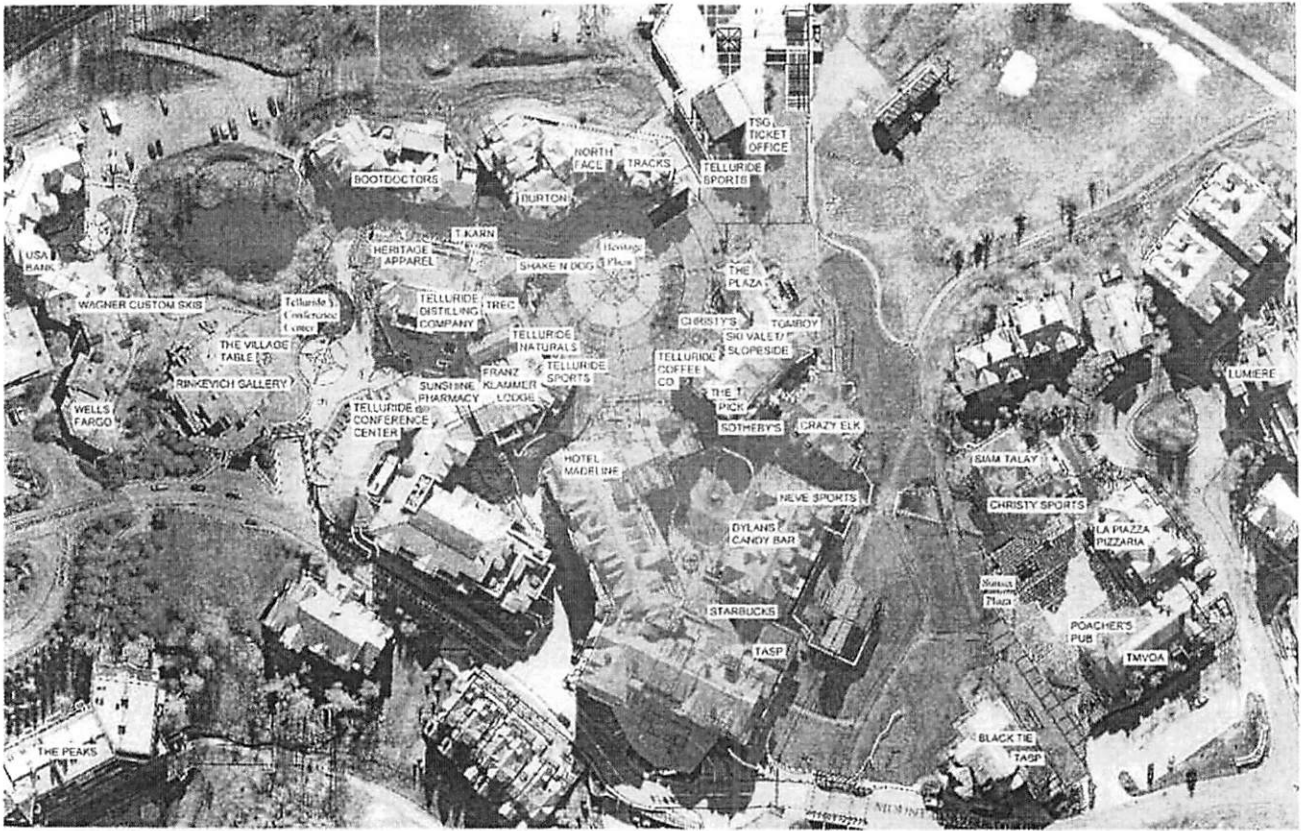


Exhibit A



EXHIBIT B



2019 Special Event Calendar

Date	Event / Location	Talent / Time
6/15 Sat	CCA Kick Off Concert (Heritage Plaza)	TBD / Noon-4pm
6/19 Wed	FirstGrass Concert (Sunset Plaza)	TBD 5-8pm
6/26 Wed	Sunset Concert (Sunset Plaza)	Orquesta Akokan – Latin 6-8pm
7/3 Wed	Red, White & Blues Concert (Sunset Plaza)	Lawrence – R&B/Soul 6-8pm
7/4 Thurs	Red, White & Blues Concert (Heritage Plaza)	Local Talent 1-6pm DJ Kat 6-9pm
7/10 Wed	Sunset Concert (Sunset Plaza)	Nikki Lane – Country 6-8pm
7/17 Wed	Sunset Concert (Sunset Plaza)	Shawn James – Blues 6-8pm
7/24 Wed	Sunset Concert (Sunset Plaza)	Jon Cleary – Funk/R&B 6-8pm
7/31 Wed	Sunset Concert (Sunset Plaza)	Flor de Toloache – Mariachi 6-8pm
8/7 Wed	Sunset Concert (Sunset Plaza)	Pierce Edens – Folk Rock 6-8pm
8/14 Wed	Sunset Concert (Sunset Plaza)	Mo Lowda and the Humble – Alternative/Indie 6-8pm



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2021

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

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


<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Matthew L. Hall <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> matth@hlic.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Mountain Village Promotional Association 113 Lost Creek Lane Ste A Mountain Village, CO 81435	<b>INSURER A :</b> Secura Insurance Company <b>NAIC #</b> 22543
	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		CP3308544	7/16/2021	7/16/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>HOST LIQUOR</b> \$ <b>Included</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CU3308545	7/16/2021	7/16/2022	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

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

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



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

Activity	2021			2020			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
<b>Cable/Internet</b> *New									
TV Residential Subscribers	6	0		634	43		(628)	-99.1%	
Fiber Video *	610	79		na	NA		NA	NA	
TV Bulk Subscribers	567	(5)		483	0		84	17.4%	
Fiber Commercial *	20	0		na	NA		NA	NA	
TV Inactive Digital Subscribers	13	(11)		121	(1)		(108)	-89.3%	
Cable Modem Residential Cable Modem Subscribers	688	(6)		870	41		(182)	-20.9%	
Cable Modem Business Net Service Subscribers	30	1		38	2		(8)	-21.1%	
Cable Modem Hospitality Subscribers	269	0		278	0		(9)	-3.2%	
Dark Fiber Transport	8	0		7	2		1	14.3%	
Fiber Hospitality Subscribers	8	0		8	0		0	0.0%	
Fiber Residential Subscribers	500	53		255	15		245	96.1%	
Phone Subscribers	48	(1)		73	(3)		(25)	-34.25%	
<b>Village Court Apartments</b>									
Occupancy Rate	%	99.55%	0.00%	99.62%	99.09%	-0.91%	99.51%	0.11%	0.1%
# Vacated Units		3	0	30	2	0	25	5	20.0%
# Work Orders Completed		9	(3)	183	7	(11)	238	(55)	-23.1%
# on Waiting List		222	(5)		253	0		(31)	-12.3%
<b>Public Works</b>									
Service Calls		766	(415)	11,675	665	0	9,474	2,201	23.2%
Truck Rolls		164	(373)	5,062	27	(117)	3,586	1,476	41.2%
Snow Fall	Inches	63	62	265	37	10	184	81	44.0%
Snow Removal - Streets & Prkg Lots	Hours	938	846	3,500	580	352	3,394	106	3.1%
Roadway Maintenance	Hours	8	(271)	2,565	3	(87)	777	1,788	230.1%
Water Billed Consumption	Gal.	43,794,000	21,488,000	227,681,000	39,140,000	(166,000)	201,433,000	26,248,000	13.0%
Sewage Treatment	Gal.	6,131,000	2,711,000	120,016,000	7,192,000	235,000	106,812,000	13,204,000	12.4%
<b>Child Development Fund</b> The daycare was closed several days in December 2021 due to Covid cases.									
# Infants Actual Occupancy		2.77	(4.61)		6.44	0.06		(3.67)	-57.0%
# Toddlers Actual Occupancy		6.01	(2.99)		11.19	(0.87)		(5.18)	-46.3%
# Preschoolers Actual Occupancy		9.54	(5.34)		16.56	2.56		(7.02)	-42.4%
<b>Transportation and Parking</b>									
GPG Parking Utilization (% of total # of spaces occupied)		62.0%	43.20%	44.8%	64.30%	40.60%	38.8%	6.0%	15.5%
HGP Parking Utilization (% of total # of spaces occupied)		64.6%	50.60%	44.0%	71.00%	40.00%	38.2%	5.8%	15.2%
Parking Utilization (% of total # of spaces occupied)		64.4%	40.60%	46.8%	66.50%	36.40%	39.5%	7.3%	18.5%
Paid Parking Revenues		\$44,690	\$23,068	\$445,059	\$46,485	\$29,625	\$386,141	\$58,918	15.3%
Bus Routes	# of Passengers	2,766	466	36,158	na	NA	19,147	17,011	88.8%
Part Time EEs: Council (7), Judge (1), Child Care (5), IT Tech Help (1) MARRS: 6 employees Seasonal EEs: Gondola Ops, Plaza Sanitization New Hires: 1 Gondola Seasonal, 1 Plaza Sanitization, 1 Gondola Crew Leader, 1 Streets Operator 1 Childcare Assistant Terms: 2 Gondola FT, 1 Facility Mtn Tech, 1 VCA Property Manager, 1 Senior Planner Reason for Terms: misconduct, resigned, moved out of the area, took another local position									
<b>Human Resources</b>									
FT Year Round Head Count		81	0		82	1		(1)	-1.2%
Seasonal Head Count (FT & PT)		1	1		4	4		(3)	-75.0%
PT Year Round Head Count		14	0		14	0		0	0.0%
Gondola FT YR, Seasonal, PT YR Head Count		54	(4)		66	3		(12)	-18.2%
Total Employees		157	(3)		164	6		(7)	-4.3%
Gondola Overtime Paid	Hours	239	(1)	3,617	225	(88)	2,958	659	22.3%
Other Employee Overtime Paid		98	(79)	836	80	(69)	975	(139)	-14.3%
# New Hires Total New Hires		5	(9)	62	8	(6)	82	(20)	-24.4%
# Terminations		5	(4)	66	5	(5)	80	(14)	-17.5%
# Workmen Comp Claims		0	0	11	0	(1)	3	8	266.7%
Workmen Comp Claims Costs		\$0	\$0	\$24	\$0	\$0	\$7,538	(\$7,514)	-99.7%
<b>Communications &amp; Business Development</b> Town hosted meetings include Zoom meetings									
Town Hosted Meetings		6	0	62	5	(1)	111	(49)	-44.1%
Email Correspondence Sent		18	(4)	224	8	(7)	182	42	23.1%
E-mail List	#	8,169	(24)		7,913	9		256	3.2%
Ready-Op Subscribers		2,075	13		1,981	21		94	4.7%
News Articles		27	6	284	32	9	267	17	6.4%
Press Releases Sent		1	(3)	43	2	1	29	14	48.3%
<b>Gondola and RETA</b>									
Gondola	# of Passengers	276,019	224,486	2,805,713	208,324	161,254	2,412,631	393,082	16.3%
Chondola	# of Passengers	29,522	29,522	114,949	26,061	22,078	110,576	4,373	4.0%
RETA fees collected by TMVOA	\$	\$ 1,415,400	\$ 475,822	\$ 17,057,535	\$ 2,044,972	\$ 289,424	\$ 12,285,512	\$ 4,772,023	38.8%



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

Activity	2021			2020			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
<b>Police</b>									
Calls for Service	#	546	198	5,676	576	177	4,345	1,331	30.6%
Investigations	#	17	9	159	13	7	137	22	16.1%
Alarms	#	13	(1)	189	32	8	267	(78)	-29.2%
Arrests	#	0	0	10	1	0	16	(6)	-37.5%
Summons	#	1	(1)	14	0	0	20	(6)	-30.0%
Traffic Contacts	#	0	(3)	116	6	5	123	(7)	-5.7%
Traffic Tickets Written	#	0	(2)	14	0	(1)	21	(7)	-33.3%
Parking Tickets Written	#	651	325	4,731	418	68	3,135	1,596	50.9%
Administrative Dismissals	#	5	2	55	7	6	27	28	103.7%
<b>Building/Planning</b>									
Community Development Revenues		\$28,730	(\$263,208)	\$2,444,950	\$95,372	\$65,297	\$1,469,177	\$975,773	66.4%
# Permits Issued		32	-31	231	41	(20)	435	(204)	-46.9%
Valuation of Mtn Village Remodel/New/Additions Permits		\$304,900	(\$8,347,150)	\$78,153,909	\$736,836	(\$125,589)	\$42,430,276	\$35,723,633	84.2%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$59,034	(\$124,970)	\$4,629,655	\$17,205	(\$278,840)	\$3,234,418	\$1,395,237	43.1%
Valuation Telluride Electric/Plumbing Permits		\$202,805	(\$719,531)	\$4,542,178	\$1,445,250	\$1,142,992	\$3,933,478	\$608,700	15.5%
# Inspections Completed		408	(210)	4,758	386	34	3,560	1,198	33.7%
# Design Review/Zoning Agenda Items		19	9	186	10	(9)	143	43	30.1%
# Staff Review Approvals		13	(32)	629	16	(1)	357	272	76.2%
<b>Plaza Services</b>									
Snow Removal Plaza	Hours	410	375	1,299	178	52	1,311	(12)	-0.9%
Plaza Maintenance	Hours	521	133	6,654	594	221	3,986	2,669	67.0%
Lawn Care	Hours	0	(88)	1,014	0	(15)	662	352	53.1%
Plant Care	Hours	15	(5)	3,808	0	(14)	1,707	2,101	123.1%
Irrigation	Hours	0	0	869	0	(6)	752	117	15.5%
TMV Trash Collection	Hours	89	25	1,256	102	17	1,128	128	11.3%
Christmas Decorations	Hours	127	(400)	1,763	69	(685)	1,736	27	1.6%
<b>Vehicle Maintenance</b>									
# Preventive Maintenance Performed		22	4	222	25	5	239	(17)	-7.1%
# Repairs Completed		39	10	296	21	6	231	65	28.1%
Special Projects		2	1	18	3	2	16	2	12.5%
# Roadside Assists		1	1	3	0	0	1	2	200.0%
<b>Finance</b>									
# Other Business Licenses Issued		19	(4)	1,274	38	15	1,137	137	12.0%
# Privately Licensed Rentals		6	5	102	2	(2)	79	23	29.1%
# Property Management Licensed Rentals		4	1	478	10	(5)	458	20	4.4%
# Unique VRBO Property Advertisements Listings for MV		512	0	480	480	0	32	32	6.7%
% of Paperless Billing Customers		56.96%	0.89%	50.14%	50.14%	0.90%	6.8%	6.8%	13.6%
# of TMV AR Bills Processed		2,207	38	26,369	2,153	(6)	26,094	275	1.1%
<b>Accounts Receivable</b>					<b>General Fund Investment Activity</b>				
Current	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments		Change in Value (Month)	(\$13,628)	
	\$174,212	59.0%	\$504,206	83.9%	\$4,877	50.0%			
30+ Days	16,862	5.7%	66,978	11.1%	3,641	37.3%	Ending Balance	\$8,904,750	
60+ Days	13,773	4.7%	17,788	3.0%	672	6.9%	Investment Income (Month)	\$3,175	
90+ Days	8,008	2.7%	11,582	1.9%	-	0.0%	Portfolio Yield	na	
over 120 days	82,586	28.0%	748	0.1%	564	5.8%	<b>Other Statistics</b> Population (estimated) 1,434 (Active) Registered Voters 873 Property Valuation 310,031,920		
Total	\$ 295,441	100.0%	\$ 601,302	100.0%	\$ 9,754	100.0%			
Current	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR				
	\$20,116	54.7%	\$ 703,411	74.6%	\$219,686	69.3%			
30+ Days	6,476	17.6%	93,957	10.0%	27,544	8.7%			
60+ Days	3,612	9.8%	35,845	3.8%	7,866	2.5%			
90+ Days	3,333	9.1%	22,923	2.4%	(9,257)	-2.9%			
over 120 days	3,228	8.8%	87,126	9.2%	71,039	22.4%			
Total	\$36,765	100.0%	\$ 943,262	100.0%	\$ 316,878	100.0%			



## Memorandum

**To:** Town Council  
**From:** Julie Vergari, Chief Accountant  
**Date:** January 11, 2022  
**Re:** 11/2021 BaGAR

### General Fund Summary

The November financials reflect revised budgets adopted for 2021 and prorated accordingly. As of November 30, 2021, the General Fund reflects a surplus of \$4.7 million primarily resulting from taxes and other revenues, and unexpended or un-transferred funds. Revenues of \$13.9 million were over the budget by \$970,00 due mainly to sales taxes and development fees.

Total GF operating expenditures of \$8.3 million were under budget by \$1.3 million.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ -	\$ 100,000	\$ 66,801	(33,199)
Child Development Fund	\$ 68,307	\$ 144,108	\$ 114,555	(29,553)
Conference Center Subsidy	\$ -	\$ 136,838	\$ 224,763	87,925
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 23,216	\$ 665,792	\$ 675,222	9,430
Vehicle & Equipment Acquisition Fund	\$ -	\$ 280,000	\$ 273,973	(6,027)

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	\$ -	\$ 600,000	\$ 562,003	(37,997)
*Tourism Fund	\$ 1,977	\$ 80,884	\$ 87,081	6,197
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	\$ 1,869	\$ 29,158	\$ 22,312	(6,846)



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

The Bobcat leases were renewed, shop equipment, a Cat loader, and a plaza services vehicle were purchased. \$273,973 has been transferred from the General Fund.

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

\$66,126 was spent on safety improvements. \$66,800 has been transferred from the General Fund.

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

\$102,292 in property taxes were collected and \$100,240 was tendered to the historical museum. The county treasurer retained \$2,052 in treasurer’s fees.

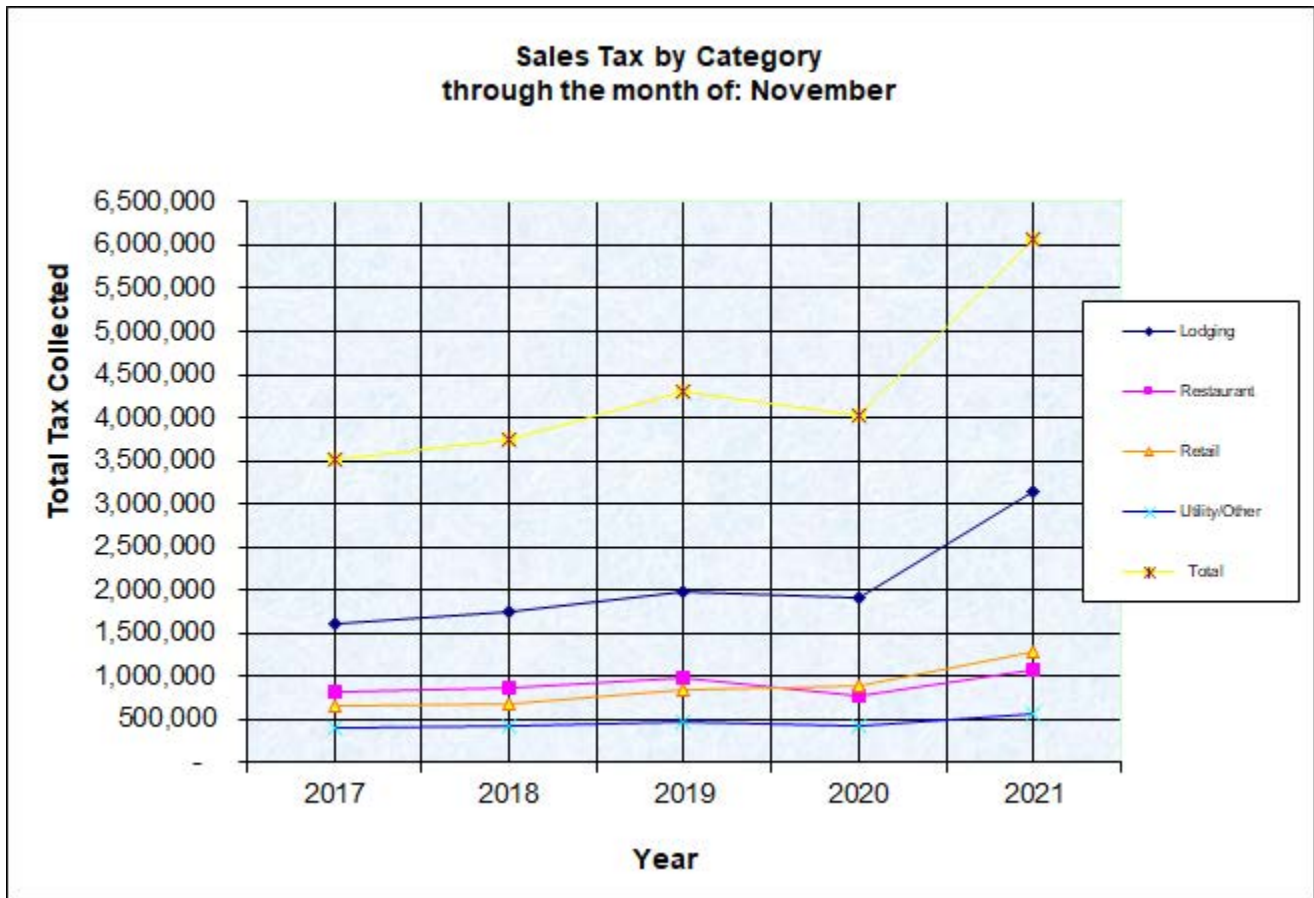
**Mortgage Assistance Fund – No Fund Income Statement Attached**

\$18,000 in mortgage assistance has been granted and \$6,571 in interest has been received.

**Sales Tax**

Sales taxes of \$6 million are 51% over 2020 through this period and are over budget. Lodging shows the highest increase at 64%, followed by Retail at 44%.

Actual Sales Tax Base By Class, Through November 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	35,881,634	39,133,301	9%	44,203,087	13%	42,729,166	-3%	70,016,106	27,286,940	63.86%
Restaurant	18,434,278	19,475,147	6%	21,787,033	12%	17,408,522	-20%	23,961,603	6,553,080	37.64%
Retail	14,516,484	15,443,383	6%	18,999,544	23%	19,663,851	3%	28,404,748	8,740,897	44.45%
Utility/Other	9,207,343	9,418,322	2%	10,636,683	13%	9,762,032	-8%	12,444,768	2,682,736	27.48%
<b>Total</b>	<b>78,039,738</b>	<b>83,470,152</b>	<b>7%</b>	<b>95,626,346</b>	<b>15%</b>	<b>89,563,571</b>	<b>-6%</b>	<b>134,827,225</b>	<b>45,263,654</b>	<b>50.54%</b>



## Tourism Fund

2021 restaurant taxes totaling \$479,031 have been collected and \$469,6451 was tendered to the airline guarantee program. \$2.7 million in lodging taxes were collected and \$2.66 million was tendered to the airline guarantee program and to MTI. The Town retained \$50,135 in administrative fees, and penalties and interest of \$3,353.

Lodging taxes are over prior year by 58% and over budget by 8%. Restaurant taxes are over prior year and over budget by 38% and 1.7%, respectively.

### Town of Mountain Village Colorado Lodging Tax Summary

	2017 Activity (4%)	2018 Activity (4%)	2019 Activity (4%)	2020 Activity (4%)	2021 Activity (4%)	2020 Var %	2021 Budget (1)	Budget Var %
January	245,628	273,707	300,246	325,337	271,522	-16.54%	301,930	-11.20%
February	260,809	262,096	310,947	334,936	358,131	6.93%	406,558	-13.52%
March	312,990	322,588	401,256	212,698	475,919	123.75%	382,816	19.56%
April	8,353	18,205	17,822	855	40,874	4679.32%	36,159	11.53%
May	12,493	18,134	24,335	784	51,474	6463.75%	51,283	0.37%
June	122,193	137,760	139,428	55,426	229,731	314.48%	178,966	22.10%
July	158,585	170,730	196,062	242,927	410,690	69.06%	349,783	14.83%
August	112,264	136,080	160,993	226,805	336,701	48.45%	330,370	1.88%
September	148,624	171,040	158,287	173,096	323,557	86.92%	255,950	20.89%
October	34,399	34,696	46,789	94,985	133,675	40.73%	139,229	-4.16%
November	18,535	17,307	14,761	38,597	71,336	84.83%	55,218	22.59%
December	290,808	283,658	295,803	266,888	-	-100.00%	373,508	NA
<b>Total</b>	<b>1,725,680</b>	<b>1,846,001</b>	<b>2,066,729</b>	<b>1,973,334</b>	<b>2,703,608</b>	37.01%	<b>2,861,770</b>	-5.85%
<b>Tax Base</b>	<b>43,142,003</b>	<b>46,150,032</b>	<b>51,668,223</b>	<b>49,333,357</b>	<b>67,590,207</b>		<b>71,544,250</b>	

### Town of Mountain Village Colorado Restaurant/Bar Tax Summary

	2017 Activity (2%)	2018 Activity (2%)	2019 Activity (2%)	2020 Activity (2%)	2021 Activity (2%)	2020 Var %	2021 Budget (1)	Budget Var %
January	54,097	57,188	62,864	73,576	45,706	-37.88%	59,097	-29.30%
February	60,144	63,140	66,720	76,476	59,659	-21.99%	73,929	-23.92%
March	74,202	75,202	87,671	50,565	82,463	63.08%	68,793	16.58%
April	1,829	7,119	7,364	85	5,733	6660.89%	5,115	10.76%
May	4,448	4,838	4,299	553	6,196	1019.64%	6,753	-9.00%
June	34,365	39,048	38,614	9,040	55,585	514.89%	52,299	5.91%
July	46,470	46,603	60,113	37,654	66,892	77.65%	61,228	8.47%
August	34,998	39,031	44,673	37,777	61,631	63.14%	51,393	16.61%
September	39,291	36,920	42,922	32,718	62,400	90.72%	54,511	12.64%
October	13,519	12,695	17,657	19,674	24,579	24.93%	26,765	-8.89%
November	5,352	7,221	3,503	8,215	8,188	-0.33%	11,178	-36.51%
December	54,303	53,383	57,178	39,959	-	-100.00%	53,877	NA
<b>Total</b>	<b>423,017</b>	<b>442,390</b>	<b>493,579</b>	<b>386,293</b>	<b>479,031</b>	24.01%	<b>524,940</b>	-9.58%
<b>Tax Base</b>	<b>21,150,852</b>	<b>22,119,524</b>	<b>24,678,936</b>	<b>19,314,627</b>	<b>23,951,560</b>		<b>26,247,000</b>	

Business license fees of \$345,962 are over budget (13%) and prior year (7.2%). \$325,204 was remitted to MTI and \$33,520 in admin fees and penalties were transferred to the General Fund.

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

	2021						2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Revenues</b>									
Charges for Services	\$ 710,036	\$ 572,636	\$ 137,400	23.99%	\$ 633,274	\$ (76,762)	\$ 280,096	\$ 344,283	\$ 374,340
Contributions	76,252	84,423	(8,171)	-9.68%	88,340	12,088	145,915	37,412	2,914
Fines and Forfeits	2,848	10,533	(7,685)	-72.96%	11,841	8,993	67,100	9,889	60,534
Interest Income	(37,020)	32,083	(69,103)	-215.39%	35,000	72,020	181,096	257,960	114,514
Intergovernmental	502,415	370,010	132,405	35.78%	415,303	(87,112)	453,171	535,171	427,218
Licenses and Permits	637,071	495,426	141,645	28.59%	543,578	(93,493)	364,127	404,511	344,492
Miscellaneous Revenues	339,195	326,229	12,966	3.97%	359,214	20,019	139,265	74,087	51,272
Taxes and Assessments	11,672,119	11,440,818	231,301	2.02%	12,169,502	497,383	9,009,879	9,123,804	8,356,530
<b>Total Revenues</b>	<b>13,902,916</b>	<b>13,332,158</b>	<b>570,758</b>	<b>4.28%</b>	<b>14,256,052</b>	<b>353,136</b>	<b>10,640,649</b>	<b>10,787,117</b>	<b>9,731,814</b>
<b>Operating Expenses</b>									
Legislation & Council	99,343	100,212	(869)	-0.87%	116,174	16,831	59,563	69,662	73,653
Town Manager	356,910	601,688	(244,778)	-40.68%	657,441	300,531	272,909	240,093	231,708
Town Clerk's Office	261,173	303,723	(42,550)	-14.01%	333,273	72,100	303,794	351,267	337,941
Finance	802,519	831,209	(28,690)	-3.45%	902,508	99,989	822,107	763,079	774,918
Technical	463,727	554,576	(90,849)	-16.38%	597,446	133,719	390,230	351,931	319,919
Human Resources	312,665	334,176	(21,511)	-6.44%	364,238	51,573	321,603	296,334	325,899
Town Attorney	243,818	366,662	(122,844)	-33.50%	409,946	166,128	297,366	400,546	377,656
Communications and Business Development	429,221	487,326	(58,105)	-11.92%	577,453	148,232	904,213	475,107	309,271
Municipal Court	22,542	29,071	(6,529)	-22.46%	34,381	11,839	27,052	26,604	25,843
Police Department	885,785	948,324	(62,539)	-6.59%	1,050,798	165,013	858,515	857,234	771,409
Community Services	52,087	56,288	(4,201)	-7.46%	62,906	10,819	45,774	48,256	47,224
Community Grants and Contributions	112,338	109,983	2,355	2.14%	111,400	(938)	110,745	114,863	112,850
Roads and Bridges	884,351	1,024,849	(140,498)	-13.71%	1,095,539	211,188	695,386	995,847	948,545
Vehicle Maintenance	408,419	435,329	(26,910)	-6.18%	481,589	73,170	365,824	391,135	383,118
Municipal Bus	205,538	227,907	(22,369)	-9.81%	253,548	48,010	274,400	217,820	217,233
Employee Shuttle	27,804	48,528	(20,724)	-42.71%	53,316	25,512	38,095	45,425	58,672
Parks & Recreation	386,344	425,761	(39,417)	-9.26%	468,184	81,840	333,367	406,584	485,852
Plaza Services	1,112,748	1,204,542	(91,794)	-7.62%	1,346,956	234,208	1,038,100	1,155,424	1,094,984
Public Refuse Removal	57,489	55,455	2,034	3.67%	63,345	5,856	53,426	58,336	58,800
Building/Facility Maintenance	231,741	281,736	(49,995)	-17.75%	305,768	74,027	211,130	171,716	181,270
Building Division	402,405	445,576	(43,171)	-9.69%	489,970	87,565	292,605	236,958	291,366
Housing Division Office	59,361	66,743	(7,382)	-11.06%	88,261	28,900	19,612	19,305	17,620
Planning and Zoning Division	470,878	649,308	(178,430)	-27.48%	737,283	266,405	235,318	307,418	447,210
Contingency	-	-	-	NA	95,000	95,000	-	-	-
<b>Total Operating Expenses</b>	<b>8,289,206</b>	<b>9,588,972</b>	<b>(1,299,766)</b>	<b>-13.55%</b>	<b>10,696,723</b>	<b>2,407,517</b>	<b>7,971,134</b>	<b>8,000,944</b>	<b>7,892,961</b>
Surplus / Deficit	5,613,710	3,743,186	1,870,524	49.97%	3,559,329	(2,054,381)	2,669,515	2,786,173	1,838,853
Capital Outlay	226,182	215,000	11,182	5.20%	215,000	(11,182)	21,041	235,925	163,260
Surplus / Deficit	5,387,528	3,528,186	1,859,342	52.70%	3,344,329	(2,043,199)	2,648,474	2,550,248	1,675,593

	2021						2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Other Sources and Uses</b>									
Sale of Assets	13,410	-	13,410	NA	-	(13,410)	2,500	12,496	30,533
Transfer (To) From Affordable Housing	(675,222)	(665,792)	(9,430)	1.42%	(726,319)	(51,097)	(448,056)	(478,734)	(418,296)
Transfer (To) From Affordable Housing-Housing Off	-	-	-	NA	88,260	88,260	-	-	-
Transfer (To) From Broadband	-	-	-	NA	(895,982)	(895,982)	-	-	10,000
Transfer (To) From Child Development	(114,555)	(144,108)	29,553	-20.51%	(117,799)	(3,244)	(95,689)	(90,452)	(128,954)
Transfer (To) From Capital Projects	(66,801)	(100,000)	33,199	-33.20%	(100,000)	(33,199)	(51,701)	-	(11,247)
Transfer (To) From Debt Service	22,312	29,158	(6,846)	-23.48%	32,000	9,688	(668,905)	24,890	29,307
Transfer (To) From Overhead Allocation	562,003	600,000	(37,997)	-6.33%	685,729	123,726	562,296	583,636	389,039
Transfer (To) From Parking Services	-	-	-	NA	-	-	-	-	-
Transfer (To) From Conference Center	(224,763)	(136,838)	(87,925)	64.25%	(151,538)	73,225	(211,666)	(197,239)	(194,385)
Transfer (To) From Tourism	87,081	80,884	6,197	7.66%	85,627	(1,455)	64,057	16,218	40,690
Transfer (To) From Vehicle/Equipment	(273,973)	(280,000)	6,027	-2.15%	(290,831)	(16,858)	(62,447)	(105,767)	(304,901)
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(670,508)</b>	<b>(616,696)</b>	<b>(53,812)</b>	<b>8.73%</b>	<b>(1,390,853)</b>	<b>(720,346)</b>	<b>(909,611)</b>	<b>(234,952)</b>	<b>(558,215)</b>
Surplus / Deficit	\$ 4,717,020	\$ 2,911,490	\$ 1,805,530	62.01%	\$ 1,953,476	\$ (2,763,545)	\$ 1,738,863	\$ 2,315,296	\$ 1,117,378
<b>Beginning Fund Balance Components</b>	<b>Actual YTD</b>				<b>Annual Budget</b>				
Emergency Reserve	\$ 3,743,853				\$ 3,743,853				
Unreserved	10,062,032				9,062,355				
<b>Beginning Fund Balance</b>	<b>\$ 13,805,885</b>				<b>\$ 12,806,208</b>				
<b>YTD Ending Fund Balance Components</b>									
Emergency Reserve	\$ 3,743,853				\$ 3,743,853				
Unreserved	14,779,052				11,015,830				
<b>Ending Fund Balance</b>	<b>\$ 18,522,905</b>				<b>\$ 14,759,684</b>				

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021				2020	2019	2018		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Actual YTD	Actual YTD	Actual YTD		
<b>Tourism Fund</b>									
<b>Revenues</b>									
Business License Fees	\$ 345,962	\$ 307,083	\$ 38,879	13%	\$ 335,000	\$ (10,962)	\$ 322,714	\$ 318,498	\$ 311,685
Lodging Taxes - Condos/Homes	1,845,659	1,794,999	50,660	3%	1,958,181	112,522	1,019,105	946,092	827,113
Lodging Taxes - Hotels	857,950	828,290	29,660	4%	903,589	45,639	684,206	820,899	733,242
Lodging Taxes - Prior Year	6,678	6,122	556	9%	6,678	-	3,286	5,311	6,751
Penalties and Interest	16,115	13,392	2,723	20%	14,500	(1,615)	12,148	8,489	22,388
Restaurant Taxes	477,628	481,195	(3,567)	-1%	524,940	47,312	346,249	435,901	389,008
Restaurant Taxes - Prior Year	84	92	(8)	-9%	100	16	1,103	1,779	394
<b>Total Revenues</b>	<b>3,550,076</b>	<b>3,431,173</b>	<b>118,903</b>	<b>3%</b>	<b>3,742,988</b>	<b>192,912</b>	<b>2,388,811</b>	<b>2,536,969</b>	<b>2,290,581</b>
<b>Tourism Funding</b>									
Additional Funding	-	-	-	NA	-	-	-	46,719	31,694
Airline Guaranty Funding	1,796,198	1,760,073	36,126	2%	1,920,079	123,880	1,176,637	1,297,354	1,149,496
MTI Funding	1,666,796	1,590,216	76,580	5%	1,734,783	67,986	1,148,117	1,176,678	1,068,701
<b>Total Tourism Funding</b>	<b>3,462,995</b>	<b>3,350,289</b>	<b>112,706</b>	<b>3%</b>	<b>3,654,861</b>	<b>191,867</b>	<b>2,324,754</b>	<b>2,520,751</b>	<b>2,249,891</b>
Surplus / Deficit	87,081	80,884	6,197	8%	88,127	1,045	64,057	16,218	40,690
<b>Administrative Fees</b>									
Audit Fees	-	-	-	NA	2,500	2,500	-	-	-
<b>Total Administrative Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>NA</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>-</b>
Surplus / Deficit	87,081	80,884	6,197	8%	85,627	(1,455)	64,057	16,218	40,690
<b>Other Sources and Uses</b>									
Transfer (To) From Other Funds	(87,081)	(80,884)	(6,197)	8%	(85,627)	1,455	(64,057)	(16,218)	(40,690)
<b>Total Other Sources and Uses</b>	<b>(87,081)</b>	<b>(80,884)</b>	<b>(6,197)</b>	<b>8%</b>	<b>(85,627)</b>	<b>1,455</b>	<b>(64,057)</b>	<b>(16,218)</b>	<b>(40,690)</b>
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

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	2021						2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Parking Services Fund</b>									
<b>Revenues</b>									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ 5,113
Fines and Forfeits	44,369	41,250	3,119	8%	45,000	23,450	20,995	45,065	37,029
Gondola Parking Garage	121,378	108,167	13,211	12%	118,000	20,665	109,581	86,739	80,110
Heritage Parking Garage	235,897	228,250	7,647	3%	249,000	106,374	202,151	219,630	179,081
Parking in Lieu Buyouts	13,000	11,917	1,083	9%	13,000	-	130,000	-	-
Parking Meter Revenues	33,414	27,500	5,914	22%	30,000	10,390	20,544	22,607	18,474
Parking Permits	9,685	11,000	(1,315)	-12%	12,000	6,390	7,450	9,380	12,280
Special Event Parking	-	-	-	NA	-	-	-	135,833	50,628
<b>Total Revenues</b>	<b>457,743</b>	<b>428,084</b>	<b>29,659</b>	<b>7%</b>	<b>467,000</b>	<b>167,269</b>	<b>490,721</b>	<b>519,254</b>	<b>382,715</b>
<b>Operating Expenses</b>									
Other Operating Expenses	10,986	6,825	4,161	61%	8,208	(2,778)	12,507	104,689	15,772
Personnel Expenses	125,921	131,703	(5,782)	-4%	145,363	19,442	111,064	119,031	105,129
Gondola Parking Garage	84,136	66,988	17,148	26%	72,766	(11,370)	39,030	52,991	40,219
Surface Lots	20,604	28,425	(7,821)	-28%	29,900	9,296	18,655	20,405	37,934
Heritage Parking Garage	99,560	105,273	(5,713)	-5%	112,630	13,070	71,848	69,560	72,130
Meadows Parking	1,000	1,000	-	0%	1,000	-	1,000	1,016	1,000
<b>Total Operating Expenses</b>	<b>342,207</b>	<b>340,214</b>	<b>1,993</b>	<b>1%</b>	<b>369,867</b>	<b>27,660</b>	<b>254,104</b>	<b>367,692</b>	<b>272,184</b>
Surplus / Deficit	115,536	87,870	27,666	31%	97,133	139,609	236,617	151,562	110,531
<b>Capital</b>									
Capital	17,249	25,000	(7,751)	-31%	89,800	72,551	5,415	94,266	5,615
Surplus / Deficit	98,287	62,870	35,417	56%	7,333	67,058	231,202	57,296	104,916
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	15,345	-	15,345	NA	-	(15,345)	-	-	-
Overhead Allocation	(32,077)	(32,077)	-	0%	(22,953)	9,124	(33,620)	(41,337)	(22,818)
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(16,732)</b>	<b>(32,077)</b>	<b>15,345</b>	<b>-48%</b>	<b>(22,953)</b>	<b>(6,221)</b>	<b>(33,620)</b>	<b>(41,337)</b>	<b>(22,818)</b>
Surplus / Deficit	\$ 81,555	\$ 30,793	\$ -	0%	\$ (15,620)	\$	\$ 197,582	\$ 15,959	\$ 82,098
<b>Beginning Fund Balance</b>	\$ 466,658	\$ 324,550	\$ 142,108						
<b>Ending Fund Balance</b>	\$ 548,213	\$ 355,343	\$ 192,870						

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021						2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Gondola Fund</b>									
<b>Revenues</b>									
Event Operations Funding	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ 6,831	\$ 6,262	\$ 2,667
Event Operations Funding - TOT	-	-	-	NA	36,000	36,000	-	-	-
Operations Grant Funding	179,009	179,010	(1)	0.00%	320,000	140,991	-	580,770	473,063
Capital/MR&R Grant Funding	1,305,122	1,305,200	(78)	-0.01%	2,656,532	1,351,410	1,098,251	141,241	145,719
Miscellaneous Revenues	6,124	-	6,124	NA	-	(6,124)	788	204	2,160
Sale of Assets	-	-	-	NA	-	-	-	-	-
TSG 1% Lift Sales	179,491	117,648	61,843	52.57%	200,000	20,509	146,951	183,520	151,854
TMVOA Operating Contributions	2,201,048	2,472,986	(271,938)	-11.00%	476,000	(1,725,048)	3,406,234	3,404,662	4,221,263
TMVOA Capital/MR&R Contributions	442,705	510,459	(67,754)	-13.27%	1,511,611	1,068,906	(958,442)	183,520	155,406
<b>Total Revenues</b>	<b>4,313,499</b>	<b>4,585,303</b>	<b>(271,804)</b>	<b>-5.93%</b>	<b>5,200,143</b>	<b>886,644</b>	<b>3,700,613</b>	<b>4,500,179</b>	<b>5,152,132</b>
<b>Operating Expenses</b>									
Overhead Allocation Transfer	26,010	50,417	(24,407)	-48.41%	55,000	28,990	28,951	37,628	52,011
MAARS	59,227	71,776	(12,549)	-17.48%	79,417	20,190	61,711	62,168	59,212
Chondola	140,451	165,786	(25,335)	-15.28%	195,839	55,388	116,799	134,752	203,174
Grant Success Fees	-	-	-	NA	-	-	-	27,001	-
Operations	1,850,260	1,895,347	(45,087)	-2.38%	2,061,486	211,226	1,734,879	1,596,972	1,510,569
Maintenance	1,220,327	1,306,197	(85,870)	-6.57%	1,434,095	213,768	1,255,059	1,133,287	1,170,576
FGOA	395,510	406,311	(10,801)	-2.66%	458,306	62,796	363,405	402,438	351,792
Major Repairs and Replacements	237,212	304,967	(67,755)	-22.22%	336,000	98,788	139,235	1,071,245	1,663,020
Contingency	-	-	-	NA	120,000	120,000	-	-	-
<b>Total Operating Expenses</b>	<b>3,928,997</b>	<b>4,200,801</b>	<b>(271,804)</b>	<b>-6.47%</b>	<b>4,740,143</b>	<b>811,146</b>	<b>3,700,039</b>	<b>4,465,491</b>	<b>5,010,354</b>
Surplus / Deficit	384,502	384,502	-	0.00%	460,000	75,498	574	34,688	141,778
<b>Capital</b>									
Capital Outlay	384,502	384,502	-	0.00%	460,000	75,498	574	34,688	141,778
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021				2020	2019	2018		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Child Development Fund</b>									
<b>Revenues</b>									
Infant Care Fees	\$ 64,806	\$ 61,381	3,425	5.58%	\$ 67,104	\$ 2,298	\$ 46,988	\$ -	\$ -
Toddler Care Fees	103,683	131,402	(27,719)	-21.09%	143,752	40,069	88,983	242,499	238,745
Preschool Fees	123,955	134,128	(10,173)	-7.58%	146,772	22,817	102,358	178,456	161,708
Fundraising Revenues - Infant	-	3,254	(3,254)	-100.00%	3,550	3,550	-	-	-
Fundraising Revenues - Preschool	-	-	-	NA	5,000	5,000	-	650	2,000
Fundraising Revenues - Toddler	-	4,447	(4,447)	-100.00%	8,450	8,450	150	265	4,650
Grant Revenues - Infant	36,237	37,986	(1,749)	-4.60%	63,257	27,020	38,567	-	-
Grant Revenues - Preschool	36,369	48,068	(11,699)	-24.34%	51,529	15,160	30,543	36,693	32,700
Grant Revenues - Toddler	41,194	46,693	(5,499)	-11.78%	77,854	36,660	48,170	60,363	34,005
Regional Childcare Tax - Infant	15,000	15,000	-	0.00%	15,000	-	15,000	-	-
Regional Childcare Tax - Preschool	-	-	-	NA	-	-	-	-	-
Regional Childcare Tax - Toddler	15,000	15,000	-	0.00%	15,000	-	15,000	-	-
<b>Total Revenues</b>	<b>436,244</b>	<b>497,359</b>	<b>(61,115)</b>	<b>-12.29%</b>	<b>597,268</b>	<b>161,024</b>	<b>385,759</b>	<b>518,926</b>	<b>473,808</b>
<b>Operating Expenses</b>									
Toddler Care Other Expense	34,561	48,562	(14,001)	-28.83%	54,306	19,745	42,986	83,126	59,795
Toddler Care Personnel Expense	222,635	245,593	(22,958)	-9.35%	272,583	49,948	205,219	323,633	343,981
Infant Care Other Expense	22,220	16,358	5,862	35.84%	19,806	(2,414)	12,993	-	-
Infant Care Personnel Expense	111,321	124,408	(13,087)	-10.52%	137,787	26,466	88,917	-	-
Preschool Other Expense	39,260	37,358	1,902	5.09%	42,938	3,678	30,784	51,474	52,198
Preschool Personnel Expense	120,802	169,188	(48,386)	-28.60%	187,647	66,845	100,549	151,145	146,788
<b>Total Operating Expenses</b>	<b>550,799</b>	<b>641,467</b>	<b>(90,668)</b>	<b>-14.13%</b>	<b>715,067</b>	<b>164,268</b>	<b>481,448</b>	<b>609,378</b>	<b>602,762</b>
Surplus / Deficit	(114,555)	(144,108)	29,553	-20.51%	(117,799)		(95,689)	(90,452)	(128,954)
<b>Other Sources and Uses</b>									
Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	114,555	144,108	29,553	20.51%	117,799	3,244	95,689	90,452	128,954
<b>Total Other Sources and Uses</b>	<b>114,555</b>	<b>144,108</b>	<b>29,553</b>	<b>20.51%</b>	<b>117,799</b>	<b>3,244</b>	<b>95,689</b>	<b>90,452</b>	<b>128,954</b>
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -



**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021						2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Water &amp; Sewer Fund</b>									
<b>Revenues</b>									
Mountain Village Water and Sewer	\$ 2,920,199	\$ 2,888,384	\$ 31,815	1.10%	\$ 3,205,415	\$ 285,216	\$ 2,787,879	\$ 2,595,589	\$ 2,492,262
Other Revenues	11,594	7,984	3,610	45.22%	8,650	(2,944)	16,213	9,399	8,030
Ski Ranches Water	266,249	246,720	19,529	7.92%	268,017	1,768	243,092	177,982	144,864
Skyfield Water	21,626	32,012	(10,386)	-32.44%	34,482	12,856	19,409	32,433	25,906
<b>Total Revenues</b>	<b>3,219,668</b>	<b>3,175,100</b>	<b>44,568</b>	<b>1.40%</b>	<b>3,516,564</b>	<b>296,896</b>	<b>3,066,593</b>	<b>2,815,403</b>	<b>2,671,062</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	514,516	619,813	(105,297)	-16.99%	691,016	176,500	516,043	442,017	475,835
Mountain Village Water	1,091,697	1,237,469	(145,772)	-11.78%	1,356,611	264,914	868,945	843,130	916,086
Ski Ranches Water	22,826	36,618	(13,792)	-37.66%	38,692	15,866	27,284	24,983	20,283
Contingency	-	-	-	NA	35,000	35,000	-	-	-
<b>Total Operating Expenses</b>	<b>1,629,039</b>	<b>1,893,900</b>	<b>(264,861)</b>	<b>-13.98%</b>	<b>2,121,319</b>	<b>492,280</b>	<b>1,412,272</b>	<b>1,310,130</b>	<b>1,412,204</b>
Surplus / Deficit	1,590,629	1,281,200	309,429	24.15%	1,395,245		1,654,321	1,505,273	1,258,858
<b>Capital</b>									
Capital Outlay	460,072	641,417	(181,345)	-28.27%	677,000	216,928	357,811	765,356	562,700
Surplus / Deficit	1,130,557	639,783	490,774	76.71%	718,245		1,296,510	739,917	696,158
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(187,305)	(187,305)	-	0.00%	(219,652)	(32,347)	(174,511)	(170,976)	(114,305)
Mountain Village Tap Fees	215,840	83,000	132,840	160.05%	204,492	(11,348)	33,680	112,829	113,108
Grants	-	-	-	NA	-	-	-	-	-
Ski Ranches Tap Fees	-	-	-	NA	-	-	-	6,000	-
Skyfield Tap Fees	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>28,535</b>	<b>(104,305)</b>	<b>132,840</b>	<b>-127.36%</b>	<b>(15,160)</b>	<b>(43,695)</b>	<b>(140,831)</b>	<b>(52,147)</b>	<b>(1,197)</b>
Surplus / Deficit	\$ 1,159,092	\$ 535,478	\$ 623,614	116.46%	\$ 703,085		\$ 1,155,679	\$ 687,770	\$ 694,961

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021				2020	2019	2018		
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
<b>Broadband Fund</b>									
<b>Revenues</b>									
Cable TV User Fees	\$ 803,315	\$ 912,514	\$ (109,199)	-11.97%	\$ 997,471	\$ 194,156	\$ 896,960	\$ 911,813	\$ 878,026
Internet User Fees	1,211,165	916,553	294,612	32.14%	1,012,200	(198,965)	1,057,789	1,017,244	951,173
Other Revenues	62,682	65,369	(2,687)	-4.11%	70,540	45,475	46,164	42,851	51,041
Phone Service Fees	25,065	32,354	(7,289)	-22.53%	35,000	(27,682)	32,735	37,540	39,180
<b>Total Revenues</b>	<b>2,102,227</b>	<b>1,926,790</b>	<b>175,437</b>	<b>9.11%</b>	<b>2,115,211</b>	<b>12,984</b>	<b>2,033,648</b>	<b>2,009,448</b>	<b>1,919,420</b>
<b>Operating Expenses</b>									
Cable TV Direct Costs	701,953	849,106	(147,153)	-17.33%	933,383	231,430	729,852	770,358	746,798
Phone Service Costs	15,389	23,100	(7,711)	-33.38%	25,200	9,811	17,794	20,549	22,436
Internet Direct Costs	140,901	216,792	(75,891)	-35.01%	236,500	95,599	182,091	214,152	187,811
Broadband Operations	690,433	751,116	(60,683)	-8.08%	823,758	133,325	647,813	532,129	561,060
Contingency	-	-	-	NA	3,000	3,000	-	-	2,313
<b>Total Operating Expenses</b>	<b>1,548,676</b>	<b>1,840,114</b>	<b>(291,438)</b>	<b>-15.84%</b>	<b>2,021,841</b>	<b>473,165</b>	<b>1,577,550</b>	<b>1,537,188</b>	<b>1,520,418</b>
Surplus / Deficit	553,551	86,676	466,875	538.64%	93,370		456,098	472,260	399,002
<b>Capital</b>									
Capital Outlay	862,835	715,417	147,418	20.61%	780,000	(82,835)	1,931,835	924,491	162,460
Surplus / Deficit	(309,284)	(628,741)	319,457	-50.81%	(686,630)		(1,475,737)	(452,231)	236,542
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer from General Fund	-	-	-	NA	895,982	895,982	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	(10,000)
Overhead Allocation Transfer	(171,145)	(171,145)	-	0.00%	(209,352)	(38,207)	(177,250)	(170,736)	(117,943)
<b>Total Other Sources and Uses</b>	<b>(171,145)</b>	<b>(171,145)</b>	<b>-</b>	<b>0.00%</b>	<b>686,630</b>	<b>857,775</b>	<b>(177,250)</b>	<b>(170,736)</b>	<b>(127,943)</b>
Surplus / Deficit	\$ (480,429)	\$ (799,886)	\$ 319,457	-39.94%	\$ -		\$ (1,652,987)	\$ (622,967)	\$ 108,599
<b>Beginning (Available) Fund Balance</b>	\$ -	\$ -	\$ -						
<b>Ending (Available) Fund Balance</b>	\$ (480,429)	\$ (799,886)	\$ 319,457						

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021				Annual Budget	Budget Balance	2020	2019	2018
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Telluride Conference Center Fund</b>									
<b>Revenues</b>									
Beverage Revenues	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	NA	-	-	-	-	-
Facility Rental	-	-	-	NA	-	-	-	-	-
Operating/Other Revenues	-	-	-	NA	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	NA	-	-	-	-	-
<b>Operating Expenses</b>									
General Operations	-	-	-	NA	-	-	4,600	-	2,017
Administration	119,478	131,538	(12,060)	-9.17%	131,538	12,060	107,066	90,768	87,796
Marketing	100,000	-	100,000	NA	-	(100,000)	100,000	100,000	100,000
Contingency	-	-	-	NA	-	-	-	-	-
<b>Total Operating Expenses</b>	219,478	131,538	87,940	66.86%	131,538	(87,940)	211,666	190,768	189,813
Surplus / Deficit	(219,478)	(131,538)	(87,940)	66.86%	(131,538)		(211,666)	(190,768)	(189,813)
Capital Outlay/ Major R&R	5,285	5,300	(15)	-0.28%	20,000	14,715	-	6,471	4,572
Surplus / Deficit	(224,763)	(136,838)	(87,925)	64.25%	(151,538)		(211,666)	(197,239)	(194,385)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	224,763	136,838	87,925	64.25%	151,538	(73,225)	211,666	197,239	194,385
Overhead Allocation Transfer	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	224,763	136,838	87,925	64.25%	151,538	(73,225)	211,666	197,239	194,385
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021				2020	2019	2018		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Affordable Housing Development Fund</b>									
<b>Revenues</b>									
Contributions	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	NA	-	-	-	-	-
Rental Income	31,490	32,000	(510)	-1.59%	34,080	2,590	32,094	27,544	12,010
Sales Proceeds	-	-	-	NA	-	-	-	-	-
<b>Total Revenues</b>	<b>31,490</b>	<b>32,000</b>	<b>(510)</b>	<b>-1.59%</b>	<b>34,080</b>	<b>2,590</b>	<b>32,094</b>	<b>27,544</b>	<b>12,010</b>
<b>Operating Expenses</b>									
Community Garden	-	-	-	NA	-	-	74	487	-
Property Purchase Expenses	22,552	22,552	-	0.00%	887,998	865,446	-	-	-
Leased Properties	18,900	19,750	(850)	-4.30%	21,600	2,700	19,200	18,929	-
HA Consultant	-	-	-	NA	-	-	-	-	-
RHA Funding	92,625	92,625	-	0.00%	92,625	-	92,625	92,625	107,668
Town Owned Properties	11,957	17,364	(5,407)	-31.14%	18,506	6,549	7,172	14,261	19,627
Density Bank	16,086	17,002	(916)	-5.39%	17,002	916	16,475	14,580	8,856
<b>Total Operating Expenses</b>	<b>162,120</b>	<b>169,293</b>	<b>(7,173)</b>	<b>-4.24%</b>	<b>1,037,731</b>	<b>875,611</b>	<b>135,546</b>	<b>140,882</b>	<b>136,151</b>
Surplus / Deficit	(130,630)	(137,293)	(6,663)	4.85%	(1,003,651)	(873,021)	(103,452)	(113,338)	(124,141)
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	(11,429)	(11,479)	50	-0.44%	(11,479)	(50)	-	(60,000)	(30,000)
Gain or Loss on Sale of Assets	(12,416)	-	(12,416)	NA	-	12,416	(10,000)	(5,486)	(4,785)
Transfer (To) From General Fund - Sales Tax	675,222	665,792	9,430	1.42%	726,319	51,097	448,056	478,734	418,296
Transfer (To) From VCA	-	-	-	NA	(56,190)	(56,190)	-	-	-
Transfer (To) From General Fund Housing Office	-	-	-	NA	(88,260)	(88,260)	-	-	-
<b>Total Other Sources and Uses</b>	<b>651,377</b>	<b>654,313</b>	<b>(2,936)</b>	<b>-0.45%</b>	<b>570,390</b>	<b>(80,987)</b>	<b>438,056</b>	<b>413,248</b>	<b>383,512</b>
Surplus / Deficit	\$ 520,747	\$ 517,020	\$ (3,727)	-0.72%	\$ (433,261)	\$ (954,008)	\$ 334,604	\$ 299,910	\$ 259,371
<b>Beginning Fund Equity Balance</b>	<b>\$ 2,553,553</b>	<b>\$ 2,432,635</b>	<b>\$ 120,918</b>						
<b>Ending Equity Fund Balance</b>	<b>\$ 3,074,300</b>	<b>\$ 2,949,655</b>	<b>\$ 124,645</b>						

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021						2020	2019	2018
	Actual YTD	Budget YTD	Budget Var (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
<b>Village Court Apartments</b>									
<b>Operating Revenues</b>									
Rental Income	\$ 1,983,694	\$ 2,074,178	\$ (90,484)	-4.36%	\$ 2,262,741	\$ 279,047	\$ 1,920,003	\$ 2,093,471	\$ 2,071,427
Other Operating Income	80,892	80,025	867	1.08%	118,410	37,518	115,233	112,159	112,485
<b>Total Operating Revenue</b>	<b>2,064,586</b>	<b>2,154,203</b>	<b>(89,617)</b>	<b>-4.16%</b>	<b>2,381,151</b>	<b>316,565</b>	<b>2,035,236</b>	<b>2,205,629</b>	<b>2,183,912</b>
<b>Operating Expenses</b>									
Office Operations	183,886	197,586	(13,700)	-6.93%	215,173	31,287	150,263	175,940	170,664
General and Administrative	132,018	139,079	(7,061)	-5.08%	148,979	16,961	146,785	106,159	104,324
Utilities	270,035	279,822	(9,787)	-3.50%	305,624	35,589	349,738	367,398	341,413
Repair and Maintenance	505,022	591,995	(86,973)	-14.69%	667,020	161,998	481,721	367,708	350,907
Major Repairs and Replacement	103,383	105,000	(1,617)	-1.54%	227,000	123,617	160,039	248,256	298,620
Contingency	-	-	-	NA	14,500	14,500	-	-	-
<b>Total Operating Expenses</b>	<b>1,194,344</b>	<b>1,313,482</b>	<b>(119,138)</b>	<b>-9.07%</b>	<b>1,578,296</b>	<b>383,952</b>	<b>1,288,546</b>	<b>1,265,461</b>	<b>1,265,928</b>
<b>Surplus / (Deficit) After Operations</b>	<b>870,242</b>	<b>840,721</b>	<b>29,521</b>	<b>4%</b>	<b>802,855</b>		<b>746,690</b>	<b>940,168</b>	<b>917,984</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(20)	(46)	26	-56.52%	(50)	(30)	(1,376)	(7,411)	(4,718)
Debt Service, Interest	340,186	354,198	(14,012)	-3.96%	354,198	14,012	369,833	286,675	394,539
Debt Service, Fees	-	-	-	NA	-	-	418,441	1,925	1,925
Debt Service, Principal	15,000	15,000	-	0.00%	434,079	419,079	-	-	393,738
<b>Total Non-Operating (Income) / Expense</b>	<b>355,166</b>	<b>369,152</b>	<b>13,986</b>	<b>3.79%</b>	<b>788,227</b>	<b>433,061</b>	<b>786,898</b>	<b>281,189</b>	<b>785,484</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>515,076</b>	<b>471,569</b>	<b>43,507</b>	<b>9.23%</b>	<b>14,628</b>		<b>(40,208)</b>	<b>658,979</b>	<b>132,500</b>
Capital Spending	12,971	15,000	2,029	13.53%	30,000	17,029	11,105	392,850	364,120
<b>Surplus / (Deficit)</b>	<b>502,105</b>	<b>456,569</b>	<b>45,536</b>	<b>9.97%</b>	<b>(15,372)</b>		<b>(51,313)</b>	<b>266,129</b>	<b>(231,620)</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(145,466)	(145,466)	-	0.00%	(163,425)	(17,959)	(147,964)	(162,959)	(140,169)
New Loan Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Grant Revenues	(2,162)	-	(2,162)	NA	-	2,162	175,837	-	-
Transfer From AHDF	-	-	-	NA	56,190	56,190	-	-	-
<b>Total Other Sources / (Uses)</b>	<b>(147,628)</b>	<b>(145,466)</b>	<b>(2,162)</b>	<b>1.49%</b>	<b>(107,235)</b>	<b>58,352</b>	<b>27,873</b>	<b>(162,959)</b>	<b>(140,169)</b>
<b>Surplus / (Deficit)</b>	<b>354,477</b>	<b>311,103</b>	<b>43,374</b>	<b>13.94%</b>	<b>(122,607)</b>		<b>(23,440)</b>	<b>103,170</b>	<b>(371,789)</b>

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2021					2020	2019	2018	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Debt Service Fund</b>									
<b>Revenues</b>									
Abatements	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ (53,221)
Contributions	206,000	206,000	-	0.00%	206,000	-	199,600	203,200	201,650
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	461,309	474,214	(12,905)	-2.72%	480,012	18,703	532,311	550,730	551,407
Reserve/Capital/Liquidity Interest	371	1,960	(1,589)	-81.07%	2,000	1,629	1,877	4,910	5,001
Specific Ownership Taxes	22,312	29,158	(6,846)	-23.48%	32,000	9,688	22,528	24,890	29,307
<b>Total Revenues</b>	<b>689,992</b>	<b>711,332</b>	<b>(21,340)</b>	<b>-3.00%</b>	<b>720,012</b>	<b>30,020</b>	<b>756,316</b>	<b>783,731</b>	<b>734,143</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	76,000	76,000	-	0.00%	76,000	-	79,600	83,200	86,650
2001/2011 Bond Issue - Principal	130,000	130,000	-	0.00%	130,000	-	120,000	120,000	115,000
<b>2006/2014/2020 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	144,033	144,033	-	0.00%	144,032	(1)	137,213	250,725	256,225
2014 Bond Issue - Principal	295,000	295,000	-	0.00%	320,000	25,000	285,000	285,000	275,000
<b>Total Debt Service</b>	<b>645,033</b>	<b>645,033</b>	<b>-</b>	<b>0.00%</b>	<b>670,032</b>	<b>24,999</b>	<b>621,813</b>	<b>738,925</b>	<b>732,875</b>
Surplus / (Deficit)	44,959	66,299	(21,340)	-32.19%	49,980		134,503	44,806	1,268
<b>Operating Expenses</b>									
Administrative Fees	1,770	3,182	(1,412)	-44.37%	3,182	1,412	2,289	2,256	3,158
County Treasurer Collection Fees	13,878	14,797	(919)	-6.21%	14,797	919	16,012	16,564	14,995
<b>Total Operating Expenses</b>	<b>15,648</b>	<b>17,979</b>	<b>(2,331)</b>	<b>-12.97%</b>	<b>17,979</b>	<b>2,331</b>	<b>18,301</b>	<b>18,820</b>	<b>18,153</b>
Surplus / (Deficit)	29,311	48,320	(19,009)	-39.34%	32,001		116,202	25,985	(16,884)
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(22,312)	(29,158)	6,846	-23.48%	(32,000)	(9,688)	668,905	(24,890)	(29,307)
Transfer (To) From Other Funds	-	-	-	NA	-	-	-	-	-
Payment to Refunding Bonds Escrow	-	-	-	NA	-	-	(80,712)	-	-
Proceeds From Bond Issuance	-	-	-	NA	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(22,312)</b>	<b>(29,158)</b>	<b>6,846</b>	<b>-23.48%</b>	<b>(32,000)</b>	<b>(9,688)</b>	<b>588,193</b>	<b>(24,890)</b>	<b>(29,307)</b>
Surplus / (Deficit)	\$ 6,999	\$ 19,162	\$ (12,163)	-63.47%	\$ 1		\$ 704,395	\$ 1,095	\$ (46,191)
<b>Beginning Fund Balance</b>	<b>\$ 369,490</b>	<b>\$ 405,573</b>	<b>\$ (36,083)</b>						
<b>Ending Fund Balance</b>	<b>\$ 376,489</b>	<b>\$ 424,735</b>	<b>\$ (48,246)</b>						



**TO:** Mountain Village Town Council

**FROM:** Michelle Haynes, Planning and Development Services Director, Paul Wisor, Interim Town Manager

**FOR:** Town Council; January 20, 2022

**DATE:** January 11, 2022

**RE:** First Reading of an Ordinance regarding Amendments To The Community Development Code Regarding Modifications To The Definition Of Accessory Dwelling Unit (ADU) and Removing Mother-In-Law Suite

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### **THE HOUSING CRISIS**

The Town of Mountain Village, and the Telluride region as a whole, is in the midst of a housing crisis that directly threatens the quality of life of every Mountain Village resident, second homeowner, business, and visitor. From entry level restaurant workers to top level ski executives, and every other position in between, these critical roles are going unfilled, in large part, because such workers and their families lack viable housing options within or near Mountain Village. Unless this crisis is addressed, the basic services and amenities that make Mountain Village a place like no other, will be diminished or eliminated altogether.

### **Second Reading Update**

Two proposed updates have been made to the ordinance since first reading:

- Pursuant to Council direction, the ordinance now reflects ADUs cannot be utilized for short-term rentals.
- Pursuant to staff review, clarifying that ADUs located in the Multi-Family Zone or Single Family Common Interest Zone must 1) be wholly contained within the primary structure (attic or basement) or 2) must have a minimum of ninety (90) percent of the combined length of its first floor exterior walls shared with the principal structure.

### **ATTACHMENTS**

- A. Ordinance

### **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 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. Many residents in Single family Common Interest Community (SFCI) zone district, and Multi-Family zone district have expressed interest in being able to utilize ADUs rather than mother-in-law suites as ADUs are generally consider less restrictive and more desirable.

### **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.

#### *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 not permitted in areas not legally accessible by motor vehicles.

#### *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.

### **RECOMMENDED MOTION**

*I move to approve on second reading an Ordinance amending ADU provisions in the Town's Community Development Code, including proposed amendments set forth in the staff report.*



**ORDINANCE NO. 2021-**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING THE COMMUNITY DEVELOPMENT CODE TO ALLOW FOR ACCESSORY DWELLING UNITS.**

WHEREAS, the Town of Mountain Village (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of Mountain Village Home Rule Charter of 1995, as amended (the “Charter”); and

WHEREAS, the Town, and the Telluride region as a whole, is in the midst of a housing crisis that directly threatens the quality of life of every Town resident, second homeowner, business, and visitor; and

WHEREAS, pursuant to the Town’s Community Housing Initiative, the Town Council of the Town of Mountain Village (“Town Council”) provided direction to pursue certain zoning incentives including Accessory Dwelling Units (“ADUs”); and

WHEREAS, Title 17 of the Town of Mountain Village Municipal Code (“Code”) is known as the Town of Mountain Village Community Development Code (“CDC”); and

WHEREAS, in compliance with Section 17.1.7 of the Code, the Design Review Board reviewed the proposed amendment and provided a recommendation to Town Council on August 5, 2021; and

WHEREAS, in compliance with C.R.S. § 31-23-304, Town Council held a public hearing on the proposed amendment on January 22, 2022; and

WHEREAS, the Town Council desires to amend the CDC to allow for ADUs as set forth below.

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

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Ordinance.

Section 2. Amendment to the CDC. Section 17.3.4, Table 3-1 of section 17.3.3, and Chapter 17.8 are hereby amended to read as set forth in Exhibit A, attached hereto.

Section 3. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 5. Effective Date. This Ordinance shall become effective on \_\_\_\_\_, 2022 and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the \_\_\_ day of January, 2022 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 6. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.8 of the Charter.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the \_\_\_ of December, 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 \_\_ of January, 2022**

**TOWN OF MOUNTAIN VILLAGE:**

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

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

ATTEST:

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

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 December \_\_, 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 January \_\_, 2022. 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Susan Johnston, Town Clerk  
 (SEAL)

Exhibit A

**17.3.4 SPECIFIC ZONE DISTRICT REQUIREMENTS**

**Multi-Family Zone District**

- D.
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 contained wholly within the detached condominium dwelling or must have a minimum of ninety (90) percent of the combined length of its first floor exterior walls shared with the principal structure.
    - 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.
    - g. Notwithstanding the foregoing, an ADU shall not be permitted in any portion of a Multi-Family Zone District ~~not legally accessible by motor vehicle that does not have year-round access via passenger car or light truck.~~
    - g-h. Not be used as a short term accommodation as defined in Chapter 17.8.
- 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.

**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.

F.

- a. Three (3) lots in the single-family zone district have a zoning designation of non-~~subdivideable~~subdividable duplex: Lot 213, Lot 245 and Lot 257B, with the — following allowances and limitations to such lots:

~~b.~~

~~e.i.~~ Two (2) dwelling units may be constructed;

~~d.ii.~~ 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.iii.~~ The square footage of the minor duplex unit may not exceed seventy-five percent (75%) of the square footage of the major unit;

~~f.iv.~~ Dwelling units may be either detached or combined into one (1) structure; and

~~g.v.~~ Accessory dwelling units shall not be allowed.

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. 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.
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 can 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. Notwithstanding the foregoing, an ADU shall not be permitted in any portion of a Single-Family Zone District not legally accessible by motor vehicle that does not have year-round access via passenger car or light truck.
  - g.h. Not be used as a short term accommodation as defined in Chapter 17.8.

G.

### Single-Family Common Interest Community Zone District

1. **Permitted Uses.** Detached single-family condominium dwelling units 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-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 projectionsystem 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 contained wholly within the detached condominium dwelling or must have a minimum of ninety (90) percent of the combined length of its first floor exterior walls shared with the principal structure.
- 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.
- g. Notwithstanding the foregoing, an ADU shall not be permitted in any portion of a Single-Family Common Interest Community Zone District ~~not legally accessible by motor vehicle~~ that does not have year-round access via passenger car or light truck.
- g-h. Not be used as a short term accommodation as defined in Chapter 17.8.

**Section 17.3.3 USE SCHEDULE**

**Table 3-1 Town of Mountain Village Use Schedule**

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
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	
<b>Residential and Lodging Uses</b>											
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 <u>(SFCI only)</u>	P			P
<u>Single family detached condominium dwelling unit</u>							P <u>(SFCI Only)</u>				
<u>Accessory dwelling unit</u>							P	P <sup>1</sup>			
Condominium dwelling unit								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
Condominium-hotel dwelling unit								P		C	P
<u>Detached condominium dwelling unit</u>								<u>P</u>			
Nonsubdivided duplex							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								P <sup>2</sup>			
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
<b>Educational Facilities</b>											
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

<sup>21</sup> Permitted within detached condominium dwelling units only.

<sup>2</sup> where industrial zoning is allowed as a legal non-conforming use.

## Chapter 17.8 DEFINITIONS

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:

**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. An Accessory Dwelling Unit shall not be provided to any person who, for a consideration, uses, possesses, or has the right to use or possess such accessory dwelling unit for a period of less than thirty (30) consecutive days.

**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-Subdivideable 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:** 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



AGENDA ITEMS 11-13  
**PLANNING & DEVELOPMENT SERVICE**  
**PLANNING DIVISION**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

**TO:** Mountain Village Town Council  
**FROM:** Amy Ward, Planner  
**FOR:** Town Council Public Hearing; January 20, 2022  
**DATE:** December 31, 2021

**RE:** 1) Consideration of a Resolution approving a minor subdivision to vacate a portion of the GE 2) Consideration of a Resolution approving a road right of way encroachment and 3) Consideration of a Resolution approving a height variance at Lot 138, 100 Granite Ridge, Mountain Village

**APPLICATION OVERVIEW: Minor Subdivision, Road Right-of-way Encroachment and Height Variance - Lot 138**

**PROJECT GEOGRAPHY**

**Legal Description:** LOT 138, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE PLAT RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**Address:** 100 Granite Ridge

**Applicant/Agent:** Narcis Tudor, Narcis Tudor Architects

**Owner:** VIKRANT BHATIA AND YASMIN BHATIA

**Zoning:** Single-Family

**Existing Use:** Vacant

**Proposed Use:** Single-Family

**Lot Size:** .88 acres

**Adjacent Land Uses:**

- **North:** Single-family
- **South:** Open space
- **East:** Open space
- **West:** Single-family



*Figure 1: Vicinity Map*

**ATTACHMENTS**

Exhibit A: Minor Subdivision Narrative

Exhibit B: Road Right of Way Encroachment Narrative

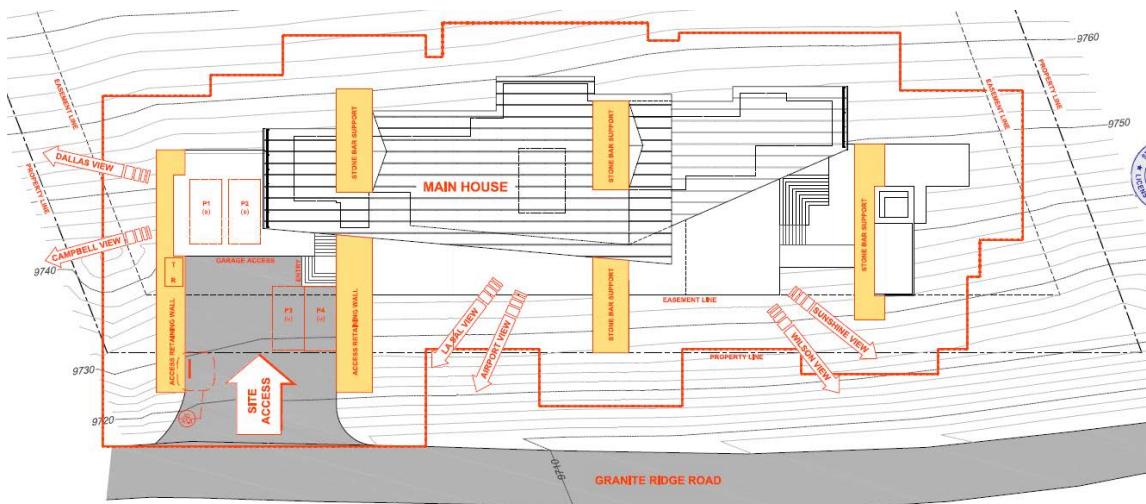
Exhibit C: Height Variance Narrative  
Exhibit D: Architectural elevations and Site Plan  
Exhibit E: Staff/Public Comm

**Case Summary:** Narcis Tudor of Narcis Tudor Architects has a number of requests for a new single-family home on Lot 138, 100 Granite Ridge:1) A minor subdivision to vacate the western GE 2) An encroachment into the road right-of-way and 3) a height variance, for 5' over the allowable maximum height. The Design Review Board provided a conditional approval of the initial design review, understanding that Town Council must consider the listed requests above.

The Lot is approximately .88 acres and is zoned Single-family. The overall square footage of the proposed home is approximately 8,905 gross square feet, with 7,925 livable square feet, and provides 2 interior parking spaces within the proposed garage and 2 exterior spaces.

*Staff: This lot faces two major challenges to development. The first is the overall steepness of the site. The entire lot has a grade of over 30% and the west side, where the lot connects with Granite Ridge, has a 50% grade. The second is the geological conditions on the site. There is an exposed band of rock that runs from north to south on the lot. Geotechnical study of the site determined that any cuts running north/south could destabilize the hillside.*

*The applicant has proposed a home design which doesn't necessitate any long N/S cuts by having the home supported by large stone bars that run east/west. The two northern bars extend into the GE and the road right of way as the lot is currently platted. The two southern bars extend into the just the GE.*



*The siting of the home is driven largely by the driveway access. The applicant worked closely with the fire district to create a fire truck turn around within the driveway. There is no other usable turnaround currently on Granite Ridge. Because of this fire truck turn around, the drive could not exceed a 5% grade. If the home were to move further east to avoid some of the encroachments, the garage would get significantly lower than the home and the height of the retaining walls flanking the driveway would necessarily increase. It would also make access from the garage into the home more difficult. Retainage from Granite Ridge along the driveway would still be necessary and this retainage would still encroach on the road right of way and GE.*

## **1) Minor Subdivision – to Vacate a Portion of the GE**

The first request by the applicant is a minor subdivision to vacate the Western GE on the lot. This vacation can be accomplished through the minor subdivision process. The vacation of this GE would remove any encroachment issues of the two southern stone bars.

The criteria that must be met for the approval of a minor subdivision are as follows:

a. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations;

*Staff: The vacation of the western GE does not affect the Lot's compliance with Town Zoning and Land Use Regulations or Subdivision Regulations.*

b. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;

*Staff: The Comprehensive Plan envisions this area of Mountain Village as Single Family Lots. The vacation of this GE does not affect its status as a single family lot.*

c. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC;

*Staff: The vacation of the GE does not affect the access to this lot.*

d. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and

*Staff: The easement to be vacated has been consented to by the Town Public Works department. The Town has no planned need for current or future use of this easement.*

e. The proposed subdivision meets all applicable Town regulations and standards.

*Staff: The proposed subdivision meets all applicable Town regulations and standards.*

## **2) Road Right-of-Way Encroachment**

The second request being made by the applicant is for an encroachment into the Town owned road right-of-way. The two stone bars on the north side of the home that flank the driveway encroach into the Town owned road right-of-way. There are no criteria for approval listed for this type of encroachment in the CDC, the regulations state that if staff determines a road right-of-way encroachment to be substantial than it should be reviewed by Town Council for approval as a Class 5 Review. If approved the lot owner must enter into a revocable encroachment agreement with the Town to capture all encroachments.

*Staff: The Town Public Works department is in support of allowing this encroachment. The area of road right-of-way at issue has a slope greater than 50%, so not easily utilized for Town infrastructure needs such as running utilities. The current plan to run utilities to Lot 138 is to bury them under the existing road. The Town Attorney has*

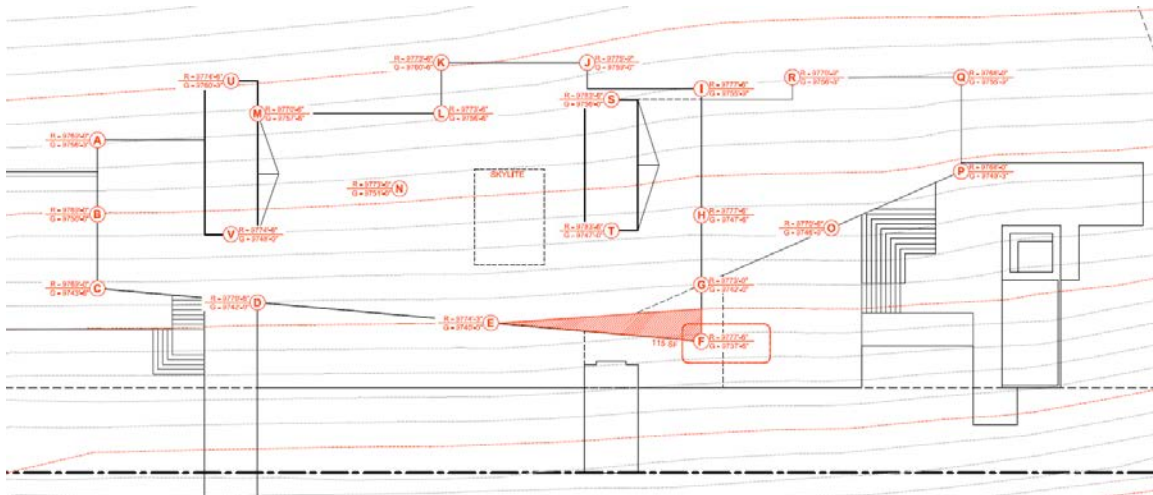


indicated that a licensing agreement would be preferable to a Revocable Encroachment Agreement to capture the encroachments. Because the encroachment is also a foundational element of the home, it would be difficult if not impossible to revoke the allowed encroachment.

### **3) Height Variance**

The final request by the applicant is for a variance to the height limit. Sections 17.3.11 and 17.3.12 of the CDC provide the methods for measuring Building Height and Average Building Height, along with providing the height allowances for specific types of buildings based on their architectural form. The proposed design incorporates a combination of shed roof forms. Homes with a primary shed roof form are granted a maximum building height of 35 feet. The average height is an average of measurements from a point halfway between the roof ridge and eave. The points are generally every 20 feet around the roof. The maximum height is measured from the highest point on a roof directly down to the existing grade or finished grade, whichever is more restrictive.

*Staff: Staff has determined that the primary roof form for this home is a shed and therefore granted a maximum height of 35 feet. The applicant has calculated a max height of 40' 0" and a max average height of 22' 2". The applicant is meeting the max average height requirement but exceeds the max height allowable by 5' and is requesting a variance. The following image shows the area of roof that exceeds the maximum height (hatched in red), it is approximately 115 s.f. of roof area:*



*DRB reviewed this request at their January 6, 2022, regular meeting and voted (6-1) to recommend approval.*

According to the CDC, the following criteria shall be met for the review authority to approve a variance:

- a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;

*Staff: The entirety of the lot has a slope greater than 30%, the slope where the lot meets Granite Ridge is in excess of 50%. Additionally, there are some geotechnical*

*circumstances on the lot which prevent any north/south excavation cuts. Staff believes both of these issues could constitute special circumstances.*

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

*Staff: This excess height poses no threat to public health, safety and welfare.*

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

*Staff: The proposed height variance is for a small portion of the roof; staff does not believe this represents a "substantial impairment of the intent of the CDC."*

d. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;

*Staff: The adjoining Lot 137 was approved for a home that did meet all height requirements, however that home has not yet been built. It is unclear to staff whether that lot faced the same geotechnical conditions. DRB members should discuss whether this variance represents the granting of special privilege in excess of that enjoyed by other property owners.*

e. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;

*Staff: Homes in this neighborhood are generally larger in square footage and comprised of at least two stories, so this is what staff believes could be considered "reasonable use." This home is essentially a two-story home. The roof plane is broken up into two parts and stacked to create visual interest. The CDC states that "The roof shall be a composition of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets." Although it might be possible to comply with height restrictions if the home had one single roof plane, an argument could be made that this variance in height is in direct response to the design regulations regarding roofs, and that the applicant is requesting the minimum variance necessary that still allows for reasonable use.*

*DRB should discuss whether they believe the current proposal falls within the definition of reasonable use and whether a variation is necessary to achieve reasonable use. If a variation is deemed necessary is this variation the minimum required to allow for use?*

f. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;

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

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

*Staff: Staff believes the criteria for f-h are all being met.*

*If Council believes the criteria for a variance have been met, then a variance should be granted. If Council believes that the criteria have not been met, then the variance should be denied.*

*Design Review Board Recommendation*

*The Design Review Board provided a recommendation to approve the height Variance with a x-x vote, x and x dissenting.*

**Proposed Motions:**

There are three items before Council with this application, a Resolution approving a minor subdivision to vacate a portion of the GE, A Resolution to allow for a Road Right-of-Way encroachment, and a Resolution to allow a height variance.

Staff is recommending the approval of the minor subdivision and suggests the following motion:

*I move to approve a Resolution for a minor subdivision of Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting, with the following conditions:*

- 1. A revised plat showing the vacation of the GE will be recorded with the County prior to the issuance of a building permit.*
- 2. The minor subdivision approval is valid for a 18 month period.*
- 3. The approval of the minor subdivision is premised on the site specific design approval. If the design approval expires, the subdivision approval will also expire.*

Staff is recommending the approval of the road right-of-way encroachment and suggests the following motion:

*I move to approve a Resolution for a Road Right-of-Way Encroachment at Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting, with the following conditions:*

- 1. A license agreement with the Town for any road right of way encroachments will be entered into prior to the issuance of a building permit.*
- 2. An updated as built exhibit showing all constructed encroachments in the right of way will be recorded with the license agreement and recorded with the County prior to the issuance of a Certificate of Occupancy.*
- 3. The right of way encroachments are premised on the subdivision and site specific design approvals. If the design approval expires, the right of way encroachment approval also expires.*

It is up to Council to determine whether all of the criteria for a height variance have been met. Staff has provided a motion for approval and denial of the height variance. If Council chooses to **approve** the **variance** than staff suggests the following motion:

*I move to approve a Resolution for a height variance of 5' above the allowable per the height restrictions listed in the CDC at a new single-family home located at Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting, with the following conditions:*

- 1. The approved height variance is valid only with the design presented for Initial DRB review on January 6, 2022 and is valid only for the 18 month period of that design approval. One 6-month extension of the original design review approval is allowable.*

If Council chooses to **deny** the height **variance** than staff suggests the following motion:

*I move to deny a Resolution for a height variance of 5' above the allowable per the height restrictions listed in the CDC at a new single-family home located at Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting.*

**Staff Note: It should be noted that reasons for approval or rejection should be stated in the findings of fact and motion.**

/aw

October 28, 2021

**RE: LOT 138 GRANITE RIDGE – BHATIA RESIDENCE CLASS 5 APPLICATION**

To: Mountain Village Planning Department

Thank you for taking the time to review our Class 5 application for the proposed residence on Lot 138 Granite Ridge, Mountain Village, Colorado.

The parcel is located on the east hillside of Granite Ridge where a steep cut shows the geological composition of the site; layers of rock slab formations with a potential of sliding west down the slope. A site analysis and recommendations by the Geotechnical and Civil Engineers were critical components in the design of the home deeming any cuts across the site on a north-south axis as destabilizing this formation.

Based on these recommendations, the proposed house design spans across 4 stone bars which stabilize and anchor the structure to its natural grade; an appropriate design approach responding to the geological site conditions.

Our request for the vacation of the western general easement is due to the challenging site conditions and the required foundation design.

The access from Granite Ridge to the site is a 5% sloped driveway based on the Fire Department's recommendations, placing the garage slab at 9716'-6". From this elevation, the house has to move vertically to a floor height that clears the natural grade at 9746'-0"; a total rise of 29'-6" to arrive to the lower level. Any push of the structure to the east and up the hillside further exacerbates the issue.

Due to the challenging site conditions, we request part of the foundation to be located into the 16 foot west general easement. This request still allows adequate clear space (14 feet to 27 feet) between the house foundation and the edge of paved road.

Thank you for taking the time to review our variance application and should you have any questions please do not hesitate to contact me directly.

Narcis Tudor  
**ARCHITECT # 00402820**  
*info@narcistudor.com*

October 28, 2021

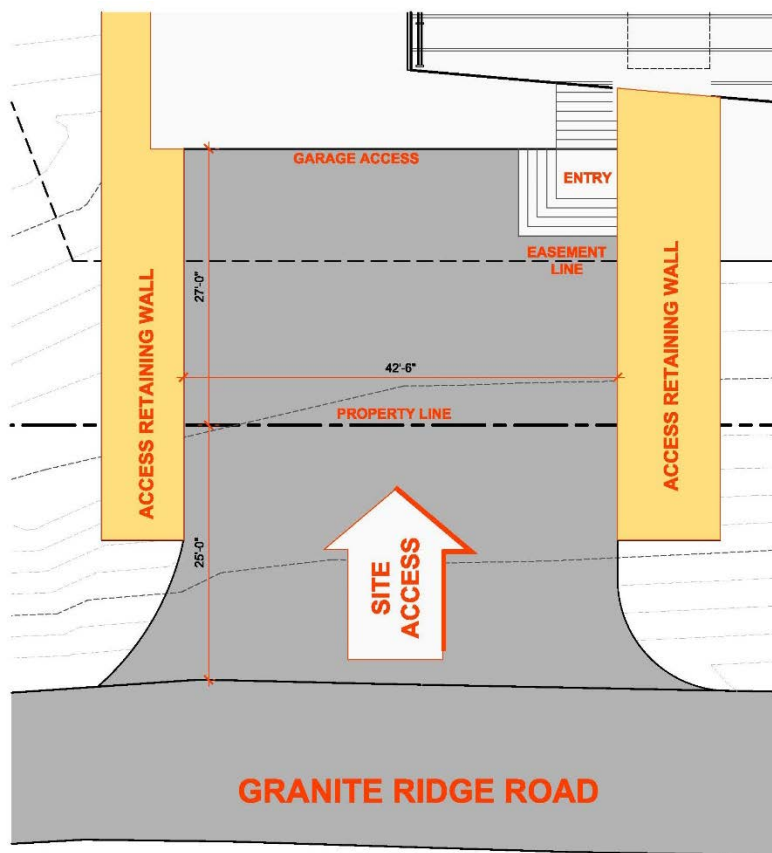
**RE: LOT 138 GRANITE RIDGE – BHATIA RESIDENCE CLASS 5 APPLICATION**

To: Mountain Village Planning Department

Thank you for taking the time to review our Class 5 encroachment application for the proposed residence on Lot 138 Granite Ridge, Mountain Village, Colorado.

The parcel is located on the east uphill side of Granite Ridge with proposed access of a 42'-6" wide driveway at 5% slope; parameters based on the Fire Department's site visit recommendations. Stone bars on the north and south of the driveway provide the necessary retainage (see figure below).

Our request for the encroachment into the public-right-of way is for access to the site.



Thank you for taking the time to review our variance application and should you have any questions please do not hesitate to contact me directly.

Narcis Tudor  
**ARCHITECT** # 00402820  
*info@narcistudor.com*

October 28, 2021

**RE: LOT 138 GRANITE RIDGE – BHATIA RESIDENCE VARIANCE REQUEST**

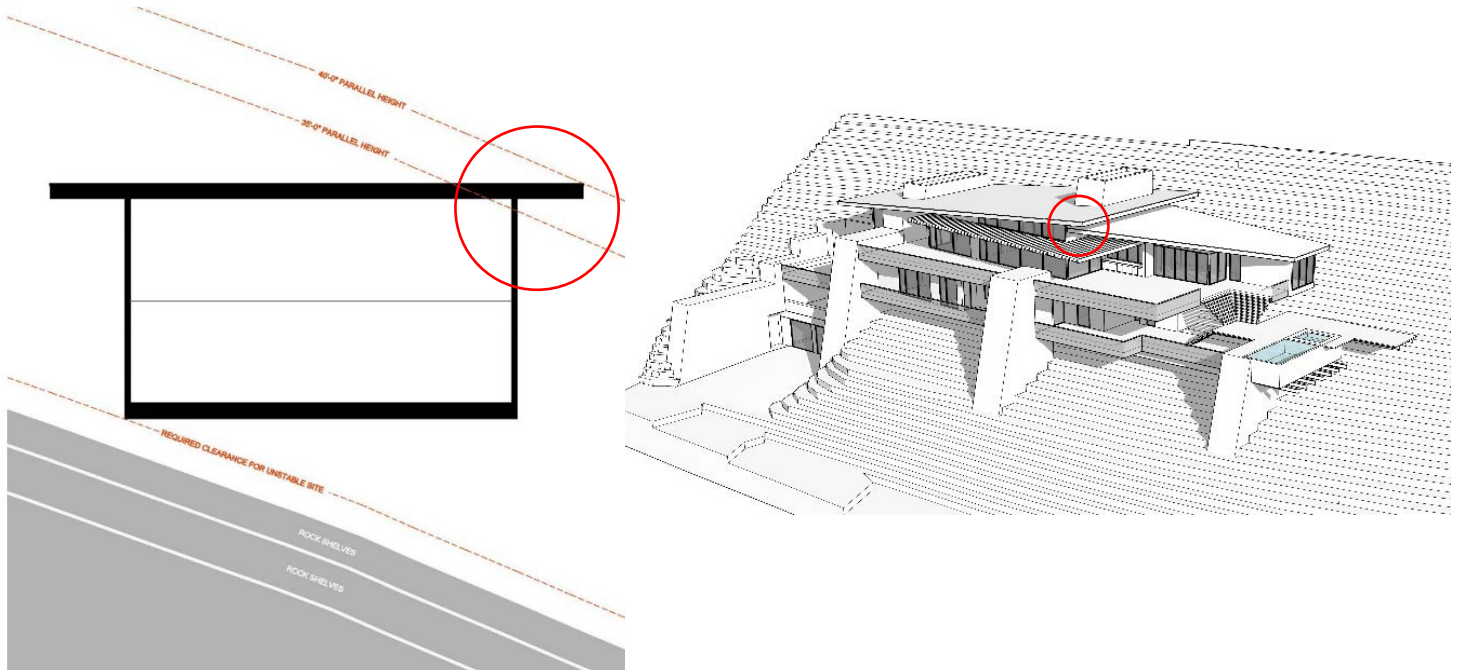
To: Mountain Village Planning Department + Town Council

Thank you for taking the time to review our design variance request for the proposed residence on Lot 138 Granite Ridge, Mountain Village, Colorado.

The parcel is located on the east hillside of Granite Ridge where a steep cut shows the geological composition of the site; layers of rock slab formations with a potential of sliding west down the slope. A site analysis and recommendations by the Geotechnical and Civil Engineers were critical components in the design of the home deeming any cuts across the site on a north-south axis as destabilizing this formation.

Based on these recommendations, the proposed house design spans across 4 stone bars which stabilize and anchor the structure to its natural grade; an appropriate design approach responding to the geological site conditions.

The CDC allows for gable roofs to be at a maximum height of 40 feet above finish or existing grade and shed roof to be a maximum of 35 feet above finish or existing grade. Our request is for a shed roof high point to be at a maximum height of 40 feet above finish or existing grade. The portion of the roof extending to this height is a small triangular area of the south-west overhang. (see figures below).



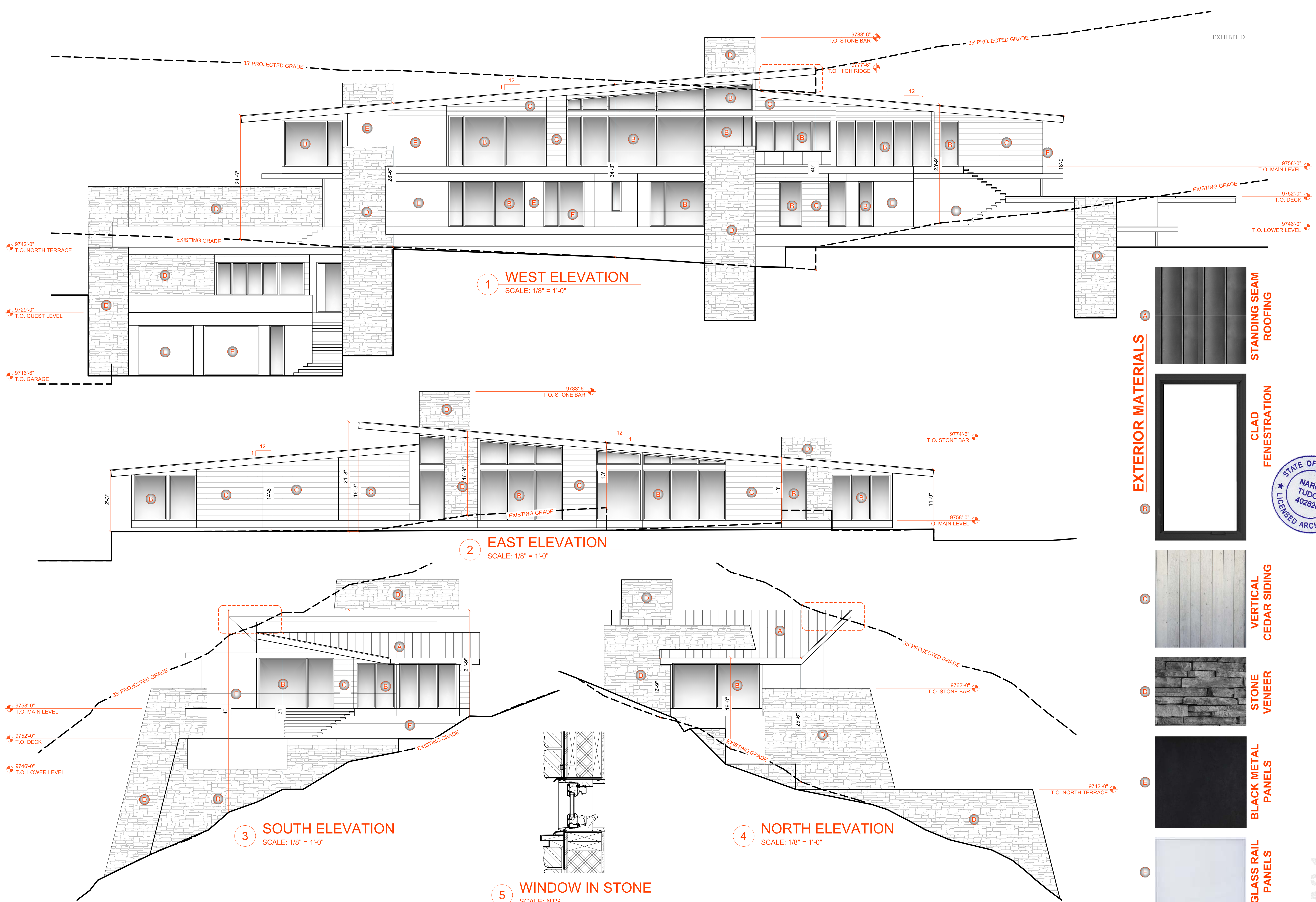
**PER TMV CDC 17.4.16**

1. *The following criteria shall be met for the review authority to approve a variance:*
  - a. *The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;*  
**The existing site topography and extraordinary geological conditions are the 2 factors resulting in the request for this variance.**
  - b. *The variance can be granted without substantial detriment to the public health, safety and welfare;*  
**The granted variance will not result in detriment to the public health, safety and welfare.**
  - c. *The variance can be granted without substantial impairment of the intent of the CDC;*  
**The granted variance will not impair the intent of the CDC.**
  - d. *Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;*  
**The granted variance will not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district.**
  - e. *Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;*  
**The granted variance is the minimum necessary requirement that will allow for reasonable use of the property.**
  - f. *The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;*  
**The lot for which the variance is being considered was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created.**
  - g. *The variance is not solely based on economic hardship alone; and*  
**The variance is not solely based on economic hardship alone but on the existing site conditions.**
  - h. *The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.*  
**The variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.**



Thank you for taking the time to review our variance application and should you have any questions please do not hesitate to contact me directly.

Narcis Tudor  
**ARCHITECT** # 00402820  
*info@narcistudor.com*



**1 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**2 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

**3 SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**4 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**5 WINDOW IN STONE**  
SCALE: NTS

**EXTERIOR MATERIALS**

- A** STANDING SEAM ROOFING
- B** CLAD FENESTRATION
- C** VERTICAL CEDAR SIDING
- D** STONE VENEER
- E** BLACK METAL PANELS
- F** GLASS RAIL PANELS



**LANDSCAPE KEY**




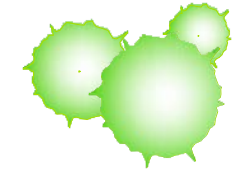
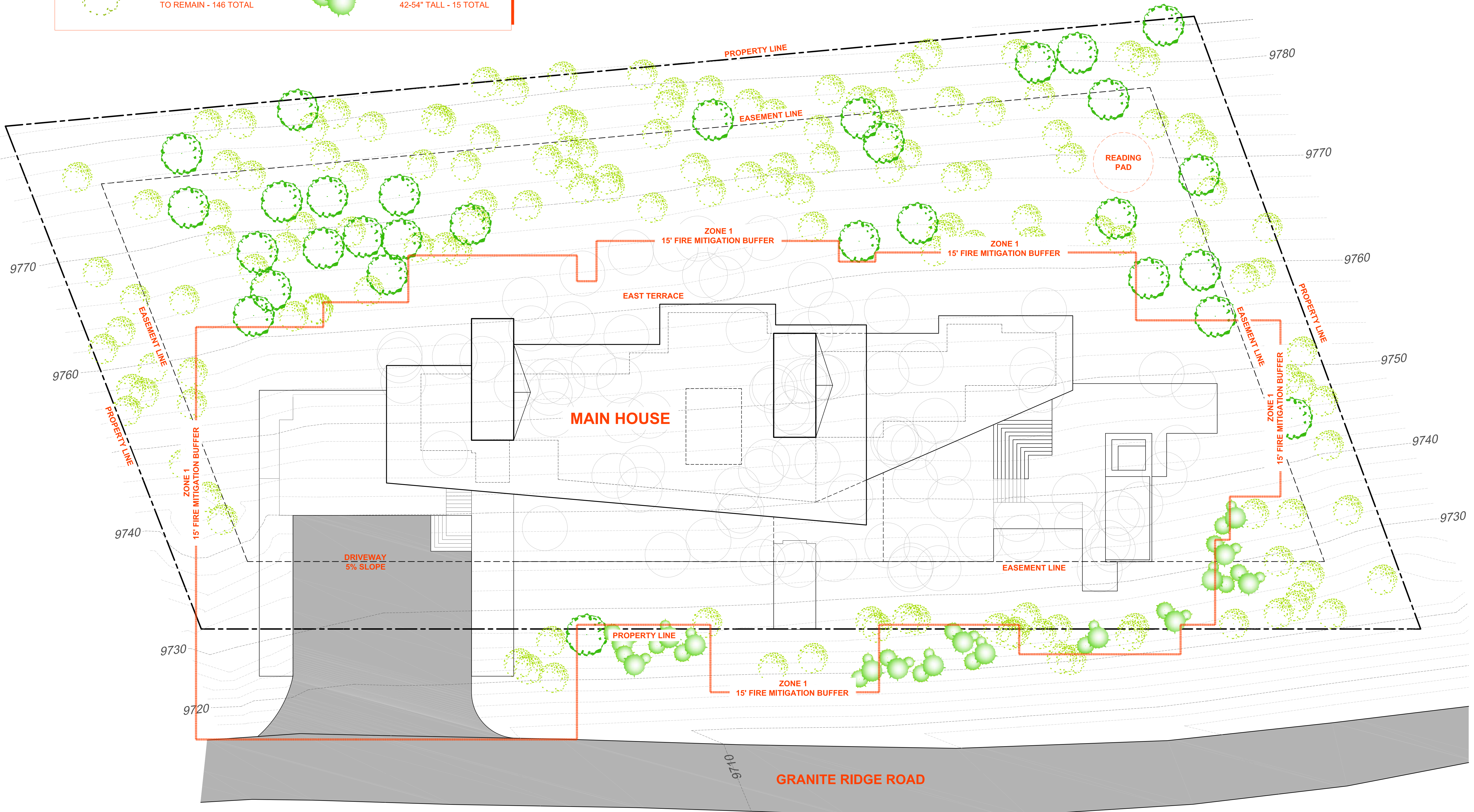
	- EXISTING EVERGREEN TREES TO REMAIN - 30 TOTAL		- EXISTING TREES TO BE REMOVED - 94 TOTAL
	- EXISTING ASPEN TREES TO REMAIN - 146 TOTAL		- NEW EVERGREEN SHRUBS 42-54" TALL - 15 TOTAL

EXHIBIT D



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## EXHIBIT E



### **Referral Agency Comments Lot 138, TBD Granite Ridge:**

JD Wise - After reviewing the plans for 138 Granite Ridge with Finn, Public Works is comfortable vacating the general easement as proposed, and allowing a revocable encroachment agreement for the retaining walls located in the road right of way.

Mike Otto – Town Forester - The landscape plan does not include any tree plantings. Spacing and grouping of conifers in wildfire mitigation zone 2 is adequate. Not all trees in zone 1 are marked for removal. I would recommend waiving this requirement for aspen species.

Evergreen shrub plantings are planned beyond the lot line in the ROW for Granite ridge road. I am unsure if this is acceptable.

**RESOLUTION APPROVING A MINOR SCALE SUBDIVISION VACATING A PORTION OF  
THE GENERAL EASEMENT ON LOT 138**

**Resolution No. xxxx**

- A. Vikrant Bhatia and Yasmin Bhatia (“Owners”) are the owner of record of real property described as Lot 138 (“Property”).
- B. The Owner applied for a minor subdivision of these properties (“Application”).
- C. The proposed minor subdivision complies with the provisions of sections 17.4.13 of the Community Development Code (“CDC”).
- D. The Town Council conducted a public hearing at which it considered and approved the Application at a public meeting held on January 20, 2022 the “Public Hearing.”
- E. At the Public Hearing, the Town Council 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.
- F. The Owner has, agreed to address, all conditions of approval of the Application imposed by Town Council.
- G. The Town Council finds the Applications meets the minor subdivision criteria for decision contained in CDC Section 17.4.13(D) as follows:

**Minor Subdivision Criteria:**

- 1. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations;
- 2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;
- 3. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC;
- 4. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and
- 5. The proposed subdivision meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A MINOR SUBDIVISION VACATING A PORTION OF THE GE AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:**

**Section 1. Conditions of Approval**

- 1. A revised plat showing the vacation of the GE will be recorded with the County prior to the issuance of a building permit.
- 2. The minor subdivision approval is valid for an 18 month period.
- 3. The approval of the minor subdivision is premised on the site-specific design approval. If the design approval expires, the subdivision approval to vacate the GE will also expire.

**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 January 20, 2022 (the “Effective Date”) as herein referenced throughout this Resolution.

**Section 5. Public Hearing**

A public hearing on this Resolution was held on the 20<sup>th</sup> day of January, 2021 and approved.

**Town of Mountain Village, Town Council**

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

**Attest:**

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

Approved as to Form:

\_\_\_\_\_  
David McConaughy, Town Attorney

**RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO TOWN COUNCIL  
APPROVING A REVOCABLE ENCROACHMENT AGREEMENT INTO THE GRANITE  
RIDGE RIGHT-OF-WAY FOR STRUCTURAL STONE BARS FOR THE ADJACENT  
SINGLE-FAMILY RESIDENCE LOCATED ON LOT 138**

**RESOLUTION NO. XXX-**

**RECITALS:**

- A. The Town of Mountain Village ("Town") is the owner of record of real property described as the Granite Ridge Right-of-Way/Tract A-1; and,
- B. Vikrant Bhatia and Jasmin Bhatia ("Owners") are the owner of record of real property described as Lot 138;
- C. Right-of-way encroachments are a discretionary allowance of the Town Council; and
- D. The proposed revocable encroachment is needed to allow for the new driveway and home structural support; and,
- E. The Town Council conducted a public meeting on January 20, 2022.

**Now, Therefore, Be It Resolved** that the Town Council hereby approves a revocable encroachment in the Granite Ridge Right-of-Way as set forth in Exhibit A with a condition that the Planning Division staff prepares a license agreement for execution by the Town Manager and the Owner.

**Section 1. Conditions of Approval**

- 1. A license agreement with the Town for any road right of way encroachments will be entered into prior to the issuance of a building permit.
- 2. An updated as built exhibit showing all constructed encroachments in the right of way will be recorded with the license agreement and recorded with the County prior to the issuance of a Certificate of Occupancy.
- 3. The right of way encroachments are premised on the subdivision and site specific design approvals. If the design approval expires, the right of way encroachment approval also expires.

**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 January 20, 2022 (the "Effective Date") as herein referenced throughout this Resolution.

**Section 5. Public Meeting**

A public meeting on this Resolution was held on the 20<sup>th</sup> day of January 2022 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435

**Approved** by the Mountain Village Town Council at a public meeting on January 20, 2022

**Town of Mountain Village, Town Council**

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

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
David McConaughy, Town Attorney



**RESOLUTION APPROVING A VARIANCE TO INCREASE THE MAXIMUM HEIGHT AS  
REQUIRED BY THE COMMUNITY DEVELOPMENT CODE FROM 35 FEET TO  
APPROXIMATELY 40 FEET FOR LOT 138, 100 GRANITE RIDGE**

**Resolution No. 2022-xxxx**

**RECITALS:**

- A. Vikrant Bhatia and Yasmin Bhatia as Joint Tenants ("Owner") is the owner of record of real property described as Lot 138 ("Property").
- B. The Owner has authorized Narcis Tudor, Principal of Narcis Tudor Architects, to submit application for a Class 4 Variance to allow the maximum height for Lot 138 to be approximately 40 feet where 35 feet is the applicable maximum height ("Application I").
- C. Application 1 was submitted in compliance with the provisions of section 17.4.16 of the Community Development Code ("CDC").
- D. The Owner has authorized Narcis Tudor, Principal of Narcis Tudor Architects, to submit a Class 3 Design Review application for a new home on Lot 138 for approval by the Design Review Board ("Application 2"). Application 1 and Application 2 are collectively referred to as the "Applications".
- E. The Application 2 was submitted in compliance with the provisions of section 17.4.11 of the CDC.
- F. The Design Review Board ("DRB") considered Application 1, along with evidence and testimony, at a public meeting held on January 6, 2022. Upon concluding their review, the DRB recommended approval of Application 1 by a unanimous vote of 6 to 1 to the Town Council.
- G. The DRB considered Application 2, along with evidence and testimony, at a public meeting held on January 6, 2022. Upon concluding their review, the DRB approved Application 2 by a unanimous vote of 6 to 1, subject to conditions including the Town Council's approval of Application 1.
- H. The Town Council considered and approved Application 1, along with evidence and testimony, at a public hearing on January 20, 2022.
- J. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates and/or dates from which such hearings were continued on the Town website, and by mailing of public notice to property owners within four hundred feet (400') of the Property, as required by the public hearing noticing requirements of the CDC.
- J. After the public hearings referred to above, the DRB and the Town Council each individually considered the Applications' submittal materials, and all other relevant materials, public letters and public testimony, and approved the Applications with conditions as set forth in this Resolution.

- K The Owner has addressed, or agreed to address, all conditions of approval of the Applications imposed by Town Council and Design Review Board.
- L. The Town Council finds the Applications meets the variance criteria for decision contained in CDC Section 17.4.16(D) as follows:

Variance Findings:

1. The strict application of the CDC building height regulations would result in exceptional and undue hardship upon the property owner in the development of the property because of special circumstances applicable to the lot including its steep topography or other extraordinary or exceptional physical conditions which in this case includes that the entirety of the lot has a slope greater than 30%, the slope where the lot meets Granite Ridge is in excess of 50%. Additionally, there are some geotechnical circumstances on the lot which prevent any north/south excavation cuts.
2. The variance can be granted without substantial detriment to the public health, safety and welfare; the request has been reviewed by the Telluride Fire District and Mountain Village Police Department and no concerns have been raised;
- 3.. The variance can be granted without substantial impairment of the intent of the CDC, because the variance is for a small portion of the roof and , and the topography makes this an exceptional case;
4. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district because as stated above, the property is burdened by topography, and geotechnical conditions that are not found on similar lots in the Single-Family District;
5. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use as the proposed development is within the average building height requirements of the CDC, but because of the above restrictions on the property, particularly the topography, the proposed development cannot meet the maximum height requirement;
6. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
7. The variance is not solely based on economic hardship alone as the variance does based on any economic hardship; and
8. The proposed variance meets all applicable Town regulations and standards and the applicant has received design variations through the Design Review process as provided for in the CDC.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A VARIANCE TO ALLOW FOR THE MAXIMUM HEIGHT FOR A SINGLE FAMILY HOME TO BE LOCATED ON LOT 138 TO BE APPROXIMATELY 40 FEET AND ZERO INCHES WHERE 35 FEET IS THE APPLICABLE MAXIMUM HEIGHT AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO DEVELOPMENT OF THE HOME BEING IN SUBSTANTIAL CONFORMANCE TO THE APPROVAL OF APPLICATION 2 BY THE DESIGN REVIEW BOARD.**

**Be It Further Resolved** that Lot 138 may be developed as submitted in accordance with Resolution NO; XXXXX.

**Section 1. Resolution Effect**

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

**Section 2. Severability**

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

**Section 3. Effective Date**

This Resolution shall become effective on January 20, 2022 (the "Effective Date") as herein referenced throughout this Resolution.

**Section 4. Public Hearing**

A public meeting on this Resolution was held on the 20th day of January, 2022 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved** by the Town Council at a public hearing held on January 20, 2022.

**Town of Mountain Village, Town Council**

Laila Benitez, Mayor

**Attest:**

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

Approved as to Form:

\_\_\_\_\_  
David McConaughy, Town Attorney



**Agenda Item No. 14**  
**PLANNING & DEVELOPMENT SERVICE**  
**PLANNING DIVISION**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 728-1392

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**TO:** Mountain Village Town Council and Design Review Board  
**FROM:** Michelle Haynes, Planning and Development Services Director, Rachel Shindman EPS, Andrew Knudtsen EPS, Paul Wisor, Interim Town Manager  
**FOR:** Town Council Meeting of January 20, 2022  
**DATE:** January 14, 2022  
**RE:** A Worksession to Discuss the Community Housing Mitigation Methodology

## Work Session Overview

In June of 2021, the Town of Mountain Village issued a request for proposal (RFP) to hire a firm to generate a linkage study and proposed community housing mitigation formula for community housing mitigation requirements generated by new construction.

What would result is a study, a housing mitigation rate for payment in lieu, a hierarchy of desired mitigation, a housing mitigation worksheet and an update to our housing guidelines. Our primary focus as explained in the RFP, is developing the linkage and rate for commercial, lodging, and multi-family new construction. Secondly, single family new construction.

We hired Economic Planning Systems and RRC Associates which have been creating such linkage studies and reports for decades with specific expertise working with Colorado mountain communities.

The intent of this program is to create a simple methodology that is easy to understand and apply both for the developer and administration.

We had a worksession on December 16, 2021. This is a continued worksession building upon those materials and discussions.

### **ATTACHMENT**

- Powerpoint Presentation

### **RECAP OF GENERAL CONSENSUS FROM THE DECEMBER 16, 2021 TOWN COUNCIL MEETING**

EPS requested general direction regarding three key elements:

- Depth and Breadth of the program
- Mitigation Methods
- Mitigation Rates

Four additional key concepts were discussed:

- Considering a community housing mitigation methodology for short term rental use. To be considered and adopted after the community housing mitigation methodology.
- Considering an alternative analysis for entities like non-profits or demonstration of hardship, so that there is an ability to demonstrate a reduced mitigation requirement on a case by case basis.
- Assure the hierarchy of methods correlates from most beneficial for the Town (built-units) to least beneficial for the Town (payment in lieu).
- Phase in the mitigation requirements e.g. for projects in process.

### **Depth and Breadth of the program**

Council provided consensus to mitigate housing for:

- **multi-family**
- **mixed use**
- **commercial development**

Feedback regarding mitigation for **single family** new construction was mixed. These comments ranged from yes for any new single-family construction, no to mitigation of single-family construction, to maybe for homes over a specific size.

Council provided consensus that mitigation for **change of use** is not needed at this time.

Council provided mixed input on whether **single family additions** should be attributed housing mitigation. There could be consideration for additions over 1,000 or 2,000 square feet of livable space (not including additions like decks). Should council decide to NOT attribute housing mitigation to single family construction, additions would be a moot point.

### **Mitigation methods**

Council gave general direction that they liked this hierarchy and the general philosophy to incentivize built onsite units and provide less incentive as you move farther down the list.

1. Build onsite
2. Build offsite within the town
3. Build offsite within the region
4. Deed Restrict free market inventory
5. Payment in lieu
6. Conveyance of land

### **Mitigation Rate**

Town Council discussed taking a middle ground approach to mitigation rates. Our consultants do not encourage mitigation rates in excess of the following:

- 40% for commercial
- 60% for residential

Telluride's mitigation rates had always been 40% for commercial and 60% for residential, but recently they changed just the residential rate to 90%. This is noted with the caveat that Telluride's land use regulations are very different from Mountain Village. For example, there is a maximum site coverage but more importantly floor area for residential lots that range from 2,500 square feet to 4,000 square feet based upon the lot size (excluding basements). This means that the overall mitigation is somewhat limited by virtue of the limitations of house size.

At the time of writing this memo, staff has not heard back regarding the proposed county mitigation rates, but that information will be presented to Council at the January 20th meeting.

**Phasing.** Staff recommends that for commercial and mixed use development in year one the mitigation rate is 25% of the requirement, year two 50%, year three 75% here on out.

**Anticipated Proposed Next Steps to be discussed with Council as to timing:**

- January 20, 2022 Town Council worksession – to discuss more detailed policy decisions -
- February 3, 2022 Design Review Board recommendation and Town Council first reading of an ordinance
- February 17, 2022 Town Council first reading of an Ordinance
- March 17, 2022 Town Council adoption.

/mbh

# COMMUNITY HOUSING MITIGATION STUDY

Town Council Work Session  
January 20, 2022



Economic & Planning Systems, Inc.  
127 *The Economics of Land Use*

730 17<sup>th</sup> Street, Suite 630 ■ Denver, CO 80202  
303.623.3557 ■ [www.epsys.com](http://www.epsys.com)

# AGENDA

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- Project overview and key outcomes
- Linkage program overview and draft analysis
  - Commercial linkage
  - Residential linkage
- Key policy considerations
  - Mitigation method
  - Mitigation rate
  - Implementation/phasing
- Questions and discussion



# PROJECT OVERVIEW

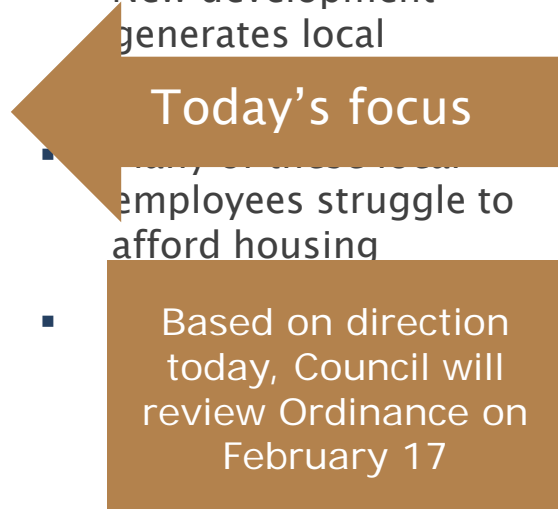
## RESIDENTIAL AND COMMERCIAL LINKAGE STUDIES

### What are we doing?

- Generating linkage program components
  - Employee generation
  - Affordability gap
  - Mitigation requirements
- Creating policy implementation tool
  - Interactive worksheet
- Reviewing 2002 Affordable Housing Guidelines

### Why do this type of work?

- New development generates local employees struggle to afford housing
- Based on direction today, Council will review Ordinance on February 17
- amount of housing to mitigate the new need



### Who else is doing this?

- Common approach, particularly in mountain resort communities
- Telluride, CO
- Vail, CO
- Aspen, CO
- Mt. Crested Butte, CO
- Jackson, WY

# A TOOL IN THE TOOLBOX

In conjunction with this linkage program, and through the implementation of the Comprehensive Plan, Council will begin to consider a variety of additional tools to address housing needs. Housing tools generally fall into 3 categories:

## Production

Creating new units of local/affordable housing

Projects may include development of local sites or elsewhere in the region

## Funding

Generating new revenue for housing initiatives

Revenue streams may include linkage fee-in-lieu, short term rental fee, general fund set aside, etc.

## Programs

Various programs to deploy funds in ways to expand the housing supply

Programs may include those considered within Community Housing Initiatives

# KEY QUESTIONS

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1. Depth/breadth of the program
  - What development should be subject to linkage fees?
2. Mitigation methods
  - How should developers be able to mitigate the need generated?
3. Mitigation rate
  - How much of the need generated should be mitigated?
4. Implementation
  - Phasing/exemptions

# LINKAGE PROGRAM

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# WHY A LINKAGE PROGRAM?

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- Ties development to local needs for housing, based on employment generated
- Equitable approach to addressing impacts of development – obligation based on size/scale of new development
- For residential, more finely calibrated policy than inclusionary zoning
- Creates uniform approach aligning residential and commercial development (obligation based on employment generated)
- Enables Town to provide simple and consistent methods to fulfill either residential or commercial linkage requirements

# KEY ANALYSIS QUESTION

What is the impact of **new development** on the need for **local employee housing**?

To answer this, we need to know...

## Commercial



What type of development is being built? (e.g. retail, restaurant, hotel)



How many jobs are generated by that development?

## Residential



What type of housing is being built, and how much do households buying that housing earn?



How is that income spent throughout the economy?



How many jobs are generated from that spending?

# KEY ANALYSIS QUESTION (2)

## Commercial & Residential



How much do these new employees earn?



How many **units** of employee housing are needed?



What is the gap between the housing market and employee affordability?




What residential linkage **fee** will fill this gap?


# FROM MODEL TO MITIGATION

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Model outputs provide the **total** amount of housing need generated by new development



Town policy then outlines the **mitigation rate** to determine how much housing a developer is responsible for providing



This housing can be provided through a number of **mitigation methods** – the requirement can be the same for all methods, or can vary according to Town needs/priorities



# DRAFT COMMERCIAL PROGRAM SUMMARY

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# DRAFT RESIDENTIAL PROGRAM SUMMARY

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# KEY POLICY QUESTIONS

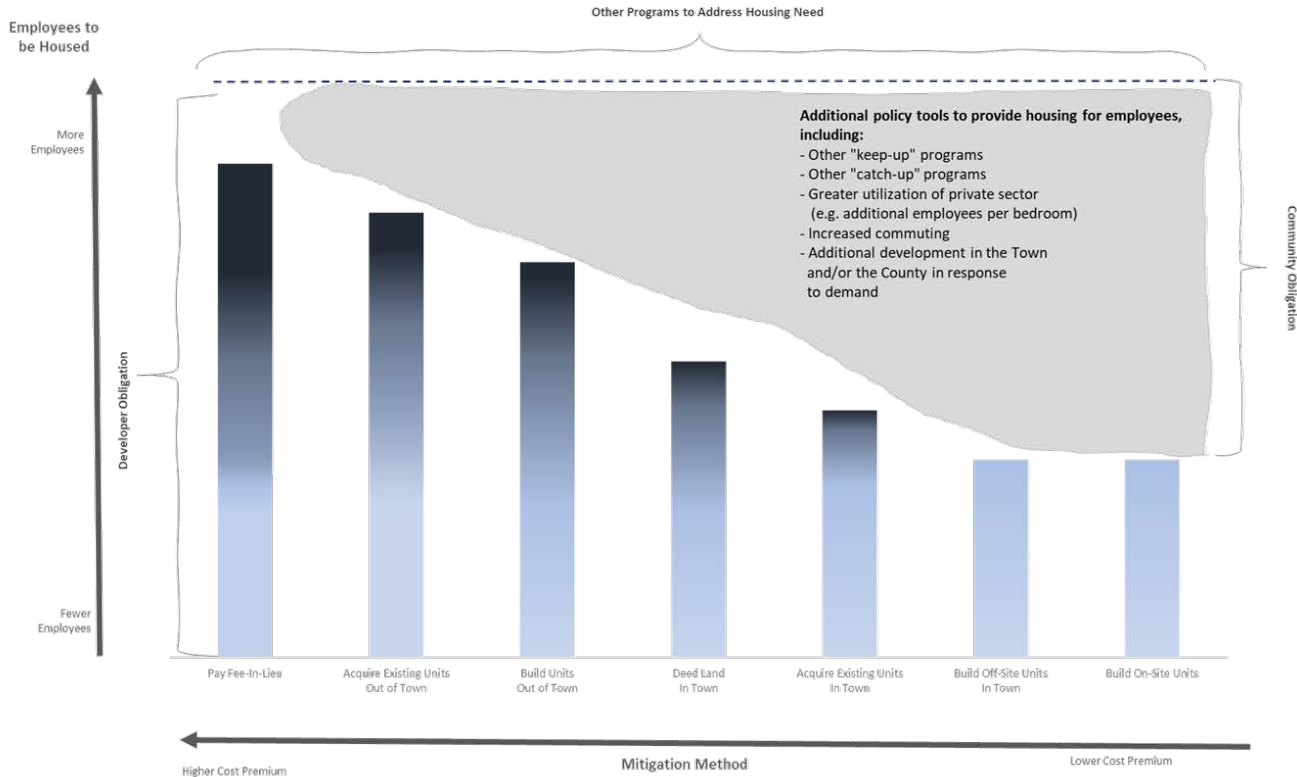
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MITIGATION RATE

MITIGATION METHODS

IMPLEMENTATION

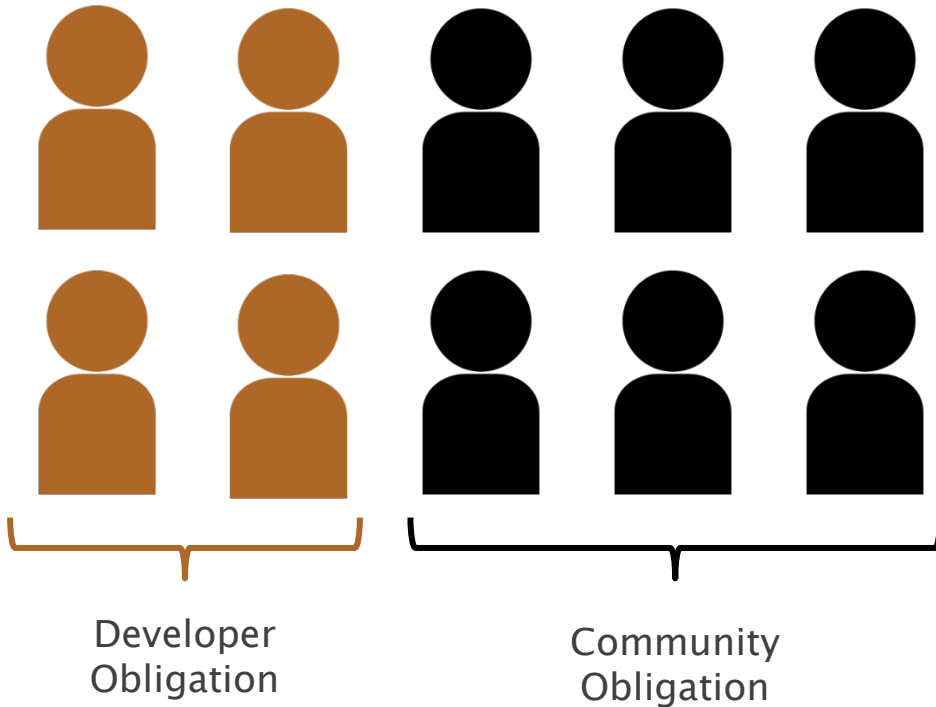
# MITIGATION METHODS



## Policy Considerations

- What does the Town want? New units, acquisition/deed restriction of existing units, land for development, money
- Distinction between inventory (providing units) and resources (land/money)

# MITIGATION RATE



## Example: 40% mitigation

*(10 employee-households generated, developer mitigates housing need of 4)*

### Key Considerations

- Differential impacts on development feasibility between commercial and residential
- Community Obligation is responsible for the balance

The cost to mitigate the housing needs of these employees is the same regardless of who is doing the mitigation

# KEY QUESTIONS AND RECOMMENDATIONS

## 1. Depth/breadth of the program

- What development should be subject to linkage fees?

All commercial and residential, with potential for exemption/appeal for unusual uses

## 2. Mitigation methods

- How should developers be able to mitigate the need generated?

Prioritize: construction on-site → construction off-site → construction within the region → alternative methods (i.e., land dedication) → fee-in-lieu

## 3. Mitigation rate

- How much of the need generated should be mitigated?

Consistent with Telluride/region, with potential for a slight differential (i.e., ~5 pts below) to account for market differences

## 4. Implementation

- Phasing/exemptions

Allow for individual review, based on specific project financial performance and employee load

Continuing conversation from our last meeting, and looking for guidance in drafting policy



**Agenda Item 16**  
**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**  
**HOUSING DIVISION**

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

**TO:** Mountain Village Town Council  
**FROM:** John Miller, Community Housing Program Director  
**DATE:** January 7, 2022  
**RE:** Town Owned Properties Plan to Identify Future Town Owned Community Housing Opportunities

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Exhibits.

*Exhibit A: Community Housing Inventory*

**PART I. Introduction**

*The Town of Mountain Village, and the Telluride region as a whole, is in the midst of a housing crisis that directly threatens the quality of life of every Mountain Village resident, second homeowner, business, and visitor. From entry-level restaurant workers to top-level ski executives, and every other position in between, these critical roles are going unfilled, in large part, because such workers and their families lack viable housing options within or near Mountain Village. Unless this crisis is addressed, the basic services and amenities that make Mountain Village a place like no other, will be diminished or eliminated altogether.*

The purpose of this inventory is to guide resources for future funding and policy decisions surrounding the development of community housing. The inventory does not however contain a prioritized list of actions or estimated dollar amounts for potential projects. It is important to remember the Town's responsibility as it relates to community housing and note that it falls into four categories: policy, regulation, facilitation, and funding. The Town has in some instances in the past built dedicated housing units (VCA, Coyote Court), but otherwise relies on development partners to create community housing units. Each property identified within the inventory presents opportunity to develop the properties in public/private partnership (P3) or with the Town acting as the sole developer based on the desires of Town Council.

A draft of the attached Community Housing Inventory was reviewed at the regular October Town Council Meeting, where staff received general agreement to proceed to a finalized draft document with revisions related to specific properties which were requested to be removed from the inventory. In addition to the lots that were requested to be removed, staff was able to identify one additional Lot to be added to the inventory; Lot 650 which currently houses the Town Maintenance Facility.

**PART II. Community Housing Inventory**

The Town has undertaken an effort to identify town-owned properties within the Mountain Village that could potentially allow for future development of different types of community

housing. The existing zoning, AMI targets, and proposed housing programming of each lot identified as potentially developable has been provided below within Table 1. The Community Development Code (CDC) allows for employee housing as a use by right in the Multi-Family Zone and Civic Zone, and as a conditional use in the Full Use Ski Resort Active Open Space (Class 3 AOS) Zone District. The CDC intends those non-conforming industrial zoned properties are rezoned and industrial uses phased out over time. The intent of the document is to provide a roadmap for Town Council and the Community as it relates to priorities, feasibility, and specific funding preferences for the Lots identified below in Figure 1. It should be noted that Figure 1 below does not include every town owned property but focuses instead on the properties that could potentially be developed in the future. Staff has provided a general summary of potential development opportunities for each of the Town-owned properties identified in this report. Each project would focus on different development goals in order to establish additional units based on AMI's that target our existing workforce population.

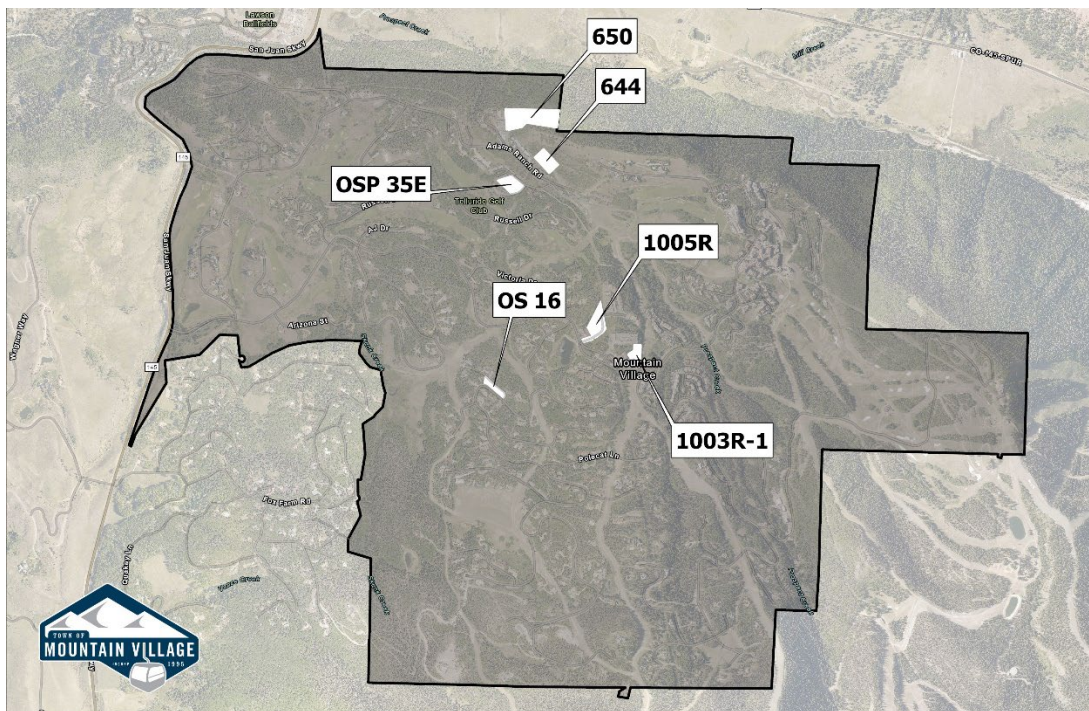


Figure 1: Town-Owned Property Overview

Table 1: Town-Owned Property Summary:

LOT	Zoning / Lot Size	Anticipated Program
Lot 644	Multi-Family / 1.61 Acres	P3; 30-70 Rental Units 80-150% AMI
Lot 650	Industrial / 5.28 Acres	Town Financing, Rental Units, Police/Public Works, or Temporary Employees
OSP-35E	AOS / 1.5 Acres	P3; 10-20 Units 80-200% AMI
Lot 1005R (VCA)	Multi-Family / n.a.	Town Financing; 10+ Units 50-80% AMI
Lot 1003R-1	Civic / .991 Acres	Town Financing; 4-6 Units 120-200% AMI
OS-16	AOS / 0.631 Acres	Private Financing; 1 Unit 120-200% AMI



Generally speaking, deed-restricted and attainable community housing is funded through two mechanisms outlined below – Private Public Partnerships and Public Financing. Specific project funding should align with the policy decisions made around the development of each individual lot or project and are not a one size fits all template. Staff in discussions with our bond counsel have determined that private financing would most likely take the form of either Private Placement bonds or Certificates of Participation – both of which have been detailed as part of this report below.

1. **Public-Private Partnerships (P3):** Public-private partnerships involve collaboration between a government agency and a private-sector company that can be used to finance, build, and operate projects. The Telluride Foundation discussed this funding resource in length as part of a 2016 regional analysis, stating that “Local government, which controls entitlements (zoning, fees, and the approval process) and may own land, partners with the private housing development sector to deliver projects that meet the goals of the local municipalities while utilizing the expertise and financing of private housing developers.”

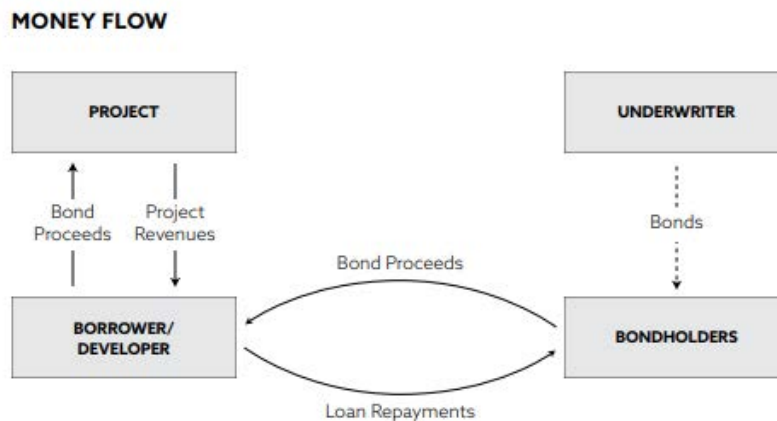
“P3s are generally developer-led and financed by private capital. Because P3 housing, by nature, calls for a partnership between the public and private sectors, the public sector involvement often takes form in a contribution of land. Policy can come into play, too, with entitlements, reductions in some requirements (i.e., parking), waivers/reductions of fees, as well as modifications of restrictions related to the occupancy, sale and/or leasing of the units.”<sup>1</sup>

The negotiations surrounding specific individual developments in the P3 model should address incentives to help further reduce barriers to private development of employee housing. Things like donation of town owned properties or long-term leases, tap fee waivers, increased density, and reduction of parking all help to increase the developability of these types of projects.

2. **Public Financing Model:** The Town of Mountain Village and the Town of Telluride have had success in the past with public financing models that allowed for the development of rental and for sale employee housing. Examples of public financing can be seen at Village Court Apartments, Coyote Court and Shandoka, and more recently developments in the Town of Telluride such as Silver Jack and Longwell 16. If a public financing mechanism is utilized, it may be preferable to focus on a for sale product with the exception of funding to be utilized for any future VCA expansion. By focusing on for sale units, the town can limit its long-term liability and allow for returns on development costs. Based on preliminary discussions with the Town’s bond counsel, the following types of finance models are recommended moving forward.
  - A. **Private Placement –** Private placement bonds are essentially bonds that are not registered with the Securities and Exchange Commission and not available for public exchange. Privately placed bonds are held by banks or other lenders that have conducted their own investigation into the creditworthiness of the project and understand that they are taking a real-estate risk. These are two-party transactions consisting of a loan (funded by way of a governmental

<sup>1</sup> <http://telluridefoundation.org/wp-content/uploads/2016/12/P3-packet-12102016.pdf>

conduit issuer) from the bond purchaser to the Borrower (see Money Flow Chart, below) These bonds are often offered to a limited number of investors which are typically large banks, mutual funds, and/or insurance companies. A private placement doesn't require the same disclosure and reporting requirements for the issuing company as a publicly offered bond. Additionally, private placed bonds don't require credit-agency ratings. Issuing bonds publicly means incurring significant underwriter fees, while issuing them privately can save money. Similarly, the process can be expedited when done in a private manner. Furthermore, private placement deals can be custom-built to meet the financial needs of both the issuer and investor. Like bank loans, private-placements are often funded on a draw-down basis, meaning that bond proceeds are advanced when and as needed to pay for project costs. .



Alternatively, private placement bonds do have some disadvantages such as higher interest rates associated with higher potential risks for the investors. Additionally, private placement bonds are typically limited by the total number of investors the issuing party can reach. In some situations, private placements may cause the issuer to spend more time and money finding investors that a public offering would require, negating one of the primary benefits of avoiding a public listing. Finally, private placement may result in additional equity requirements from issuers.

- B. Certificate of Participation - A certificate of participation (COP) is a type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues. Certificates of participation are secured by lease revenues. A lease-financing agreement is used by a municipality or local government to acquire real property. Under the agreement, the local government makes regular payments over the annually renewable contract for the acquisition and use of the property. A lease-financing contract is typically made available in the form of a certificate of participation. The certificate of participation is an alternative to municipal bonds in which an investor buys a share in the improvements or infrastructure the government entity intends to fund. The authority usually uses the proceeds from a COP to construct a facility that is leased to the municipality, releasing the municipality from restrictions on the amount of debt that they can incur.

A COP is a tax-exempt lease-financing agreement that is sold to investors as securities resembling bonds. In a COP program, a trustee is typically appointed to issue the securities that represent a percentage interest in the right to receive payments from the local government under the lease-purchase contract. Investors that participate in the program are given a certificate that entitles each investor to a share, or participation, in the revenue generated from the lease-purchase of the property or equipment to which the COP is tied. The lease and lease payments are passed through the lessor to the trustee, who oversees the distribution of the payment to the certificate holders on a pro-rata basis.

Certificates of participation do not require voter approval and also can be issued more quickly than referendum bonds. In addition, COP financing is more complex and generally resembles bond financing. An underwriter of the COPs will be required, as will various fiscal agents. An official statement providing disclosure to investors must be approved by the municipal government and, in most cases, the government must contract to make continuing disclosures to SEC Rule 15c2-12 under the Securities Exchange Act of 1934.

3. Grants with Colorado Housing Finance Authority (CHFA), Department of Local Affairs (DOLA), and/or Division of Housing (DOH): Both option 1 and 2 above can utilize funding available through state and federal housing programs in certain situations. The Low-Income Housing Tax Credit (LIHTC) program was created by Congress in 1986 as Section 42 of the Federal Tax Reform Act. Its purpose is to encourage the construction and rehabilitation of low-income rental housing by providing a federal income tax credit as an incentive to investors. Both individual and corporate investors may receive 10 years of tax credits in return for investing equity capital into the development of eligible housing projects. CHFA minimum requirements include at least 75 percent of units must be rented to residents earning no more than 120 percent AMI and at least 20 percent of the total units must be rented to residents at 80% or less AMI. With tax credits or tax-exempt bonds, there is a deeper requirement for 20% of the units at 50 percent AMI or 40 percent at 60 percent AMI.

On March 23, 2018, President Trump signed into law the Fiscal Year 2018 Omnibus Spending Bill. This important legislation included key provisions that were supported by CHFA establishing a new minimum set-aside election option for Housing Credit developments. Specifically, rather than committing to either 40 percent of units limited to 60 percent AMI or 20 percent of units limited to 50 percent of AMI, developers would have a third option, allowing Credit-qualified units to serve households earning as much as 80 percent of AMI, so long as the average income limit in the property is 60 percent or less of AMI. Under the income averaging option, the higher rents that households with incomes in the 61-80 percent of AMI range could pay would have the potential to offset the lower rents for extremely low- and very low-income households living in the property, thereby allowing developments to maintain financial feasibility while providing a deeper level of affordability than is currently possible without other subsidies. Income averaging would thus preserve rigorous targeting to low-income households, while providing more flexibility and greater income-mixing potential.

Typically, we are not able to utilize the traditional low-income tax credits that help developers in a P3 structure fill the affordable housing funding gap to make projects pencil. There is a housing paradox that exists in most mountain town

communities, where housing is at a very high demand, but the wages required to live in the community exceed that AMI requirements for these types of low-income tax credit funding sources. Because of this, the structure of the P3 relies more on specific concessions such as land donations rather than tax credit funding sources.

4. Leveraging the Housing Reserve Fund, future mitigation fee in lieu payments and adjacent community mitigation requirements. We continue to build our housing reserve fund on average, \$600,000 a year. Once we adopt the Community Housing Mitigation Requirements, we will develop an additional revenue stream. Finally, adjacent jurisdictions allow for housing mitigation to be satisfied in other communities, like the Mountain Village. As the County, the Town of Telluride and the Town of Mountain Village build their community housing programs and requirements, we will be able to leverage all three of these sources to result in building housing and programs in and outside of the Mountain Village.

#### PART IV. Conclusions

Staff is requesting feedback regarding the final draft of the Community Housing Inventory. As such, Council should take into consideration the specific properties identified as part of the inventory and provide guidance to staff as it relates to priority for development, specific conceptual programming, and funding guidance as it relates to public financing or public private partnerships. Staff will continue to analyze and long-range plan potential housing opportunities as each specific opportunity arises.

Further, consistent with Town Council direction, we would also amend the Comprehensive Plan future land use map, to assure the identified properties carry the necessary future zoning for development of deed restricted and attainable community housing.

/jjm

Town of Mountain Village

# Community Housing Inventory

Spring 2022







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## project summary.

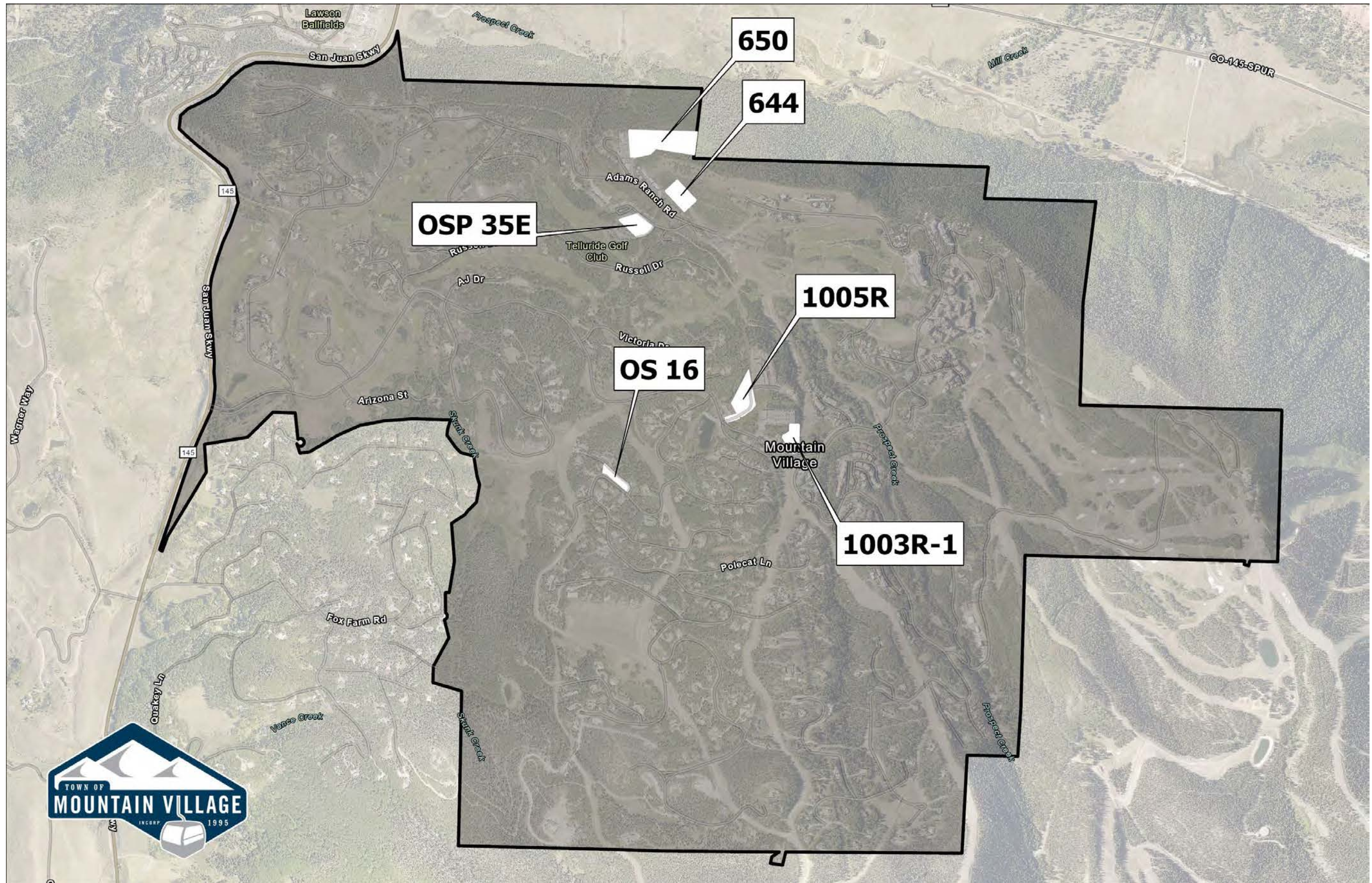
***com·mu·ni·ty: a feeling of fellowship with others, as a result of sharing common attitudes, interests, and goals.***

The Town of Mountain Village, and the Telluride region as a whole, is in the midst of a housing crisis that directly threatens the quality of life of every Mountain Village resident, second homeowner, business, and visitor. From entry level restaurant workers to top level ski executives, and every other position in between, these critical roles are going unfilled, in large part, because such workers and their families lack viable housing options within or near Mountain Village. Unless this crisis is addressed, the basic services and amenities that make Mountain Village a place like no other, will be diminished or eliminated altogether.

This document provides community housing development strategies and priorities for town-owned properties in the Town of Mountain Village. The sites range in size, location, and development potential and will require additional scoping for any future development.

This document attempts to identify lots spread throughout the Mountain Village—with the hope of providing community housing in a way that conforms to the existing neighborhoods and development patterns surrounding any future community housing developments.

town owned property map:



## project inventory

This document provides community housing development strategies and priorities for town owned properties in the Mountain Village. The lots range in size, location, and development potential and are detailed more within this document in order to assess specific viability for construction. In order to better understand each opportunity, an overview of each property has been provided, along with potential development concepts.

## lot overview

This section will introduce the site. A base map graphically orientates readers to the existing conditions and spatial relationships. In addition, information about the site acreage and zoning, current uses and existing site photos provides context for each town-owned property.

## development concept

Within this section, the development concept is introduced. A simple, rendered site plan illustrates the development vision. This conceptual plan does not tie development to this layout but is rather an opportunity to better understand each lot's potential.

## implementation

The project phasing section describes a logical order of implementation for the project when multiple programmatic and built elements are recommended.

## development framework

The following documents provided guidance for the development of this document

Mountain Village Comprehensive Plan (2011)

*Village Center Subarea Plan*

*Meadows Subarea Plan*

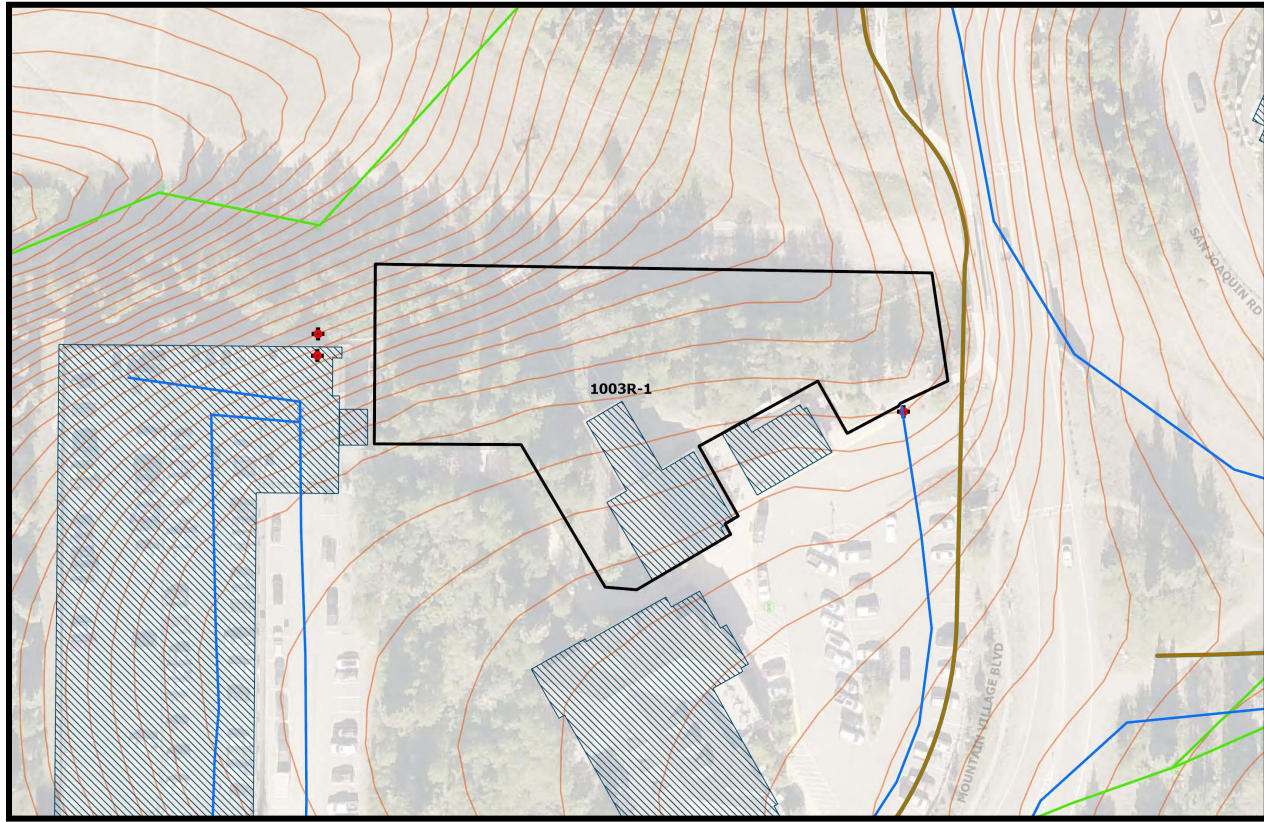
The aforementioned planning documents were informed by a robust civic engagement process which provided specific direction for future development. The Town is currently in the process of updating the Comprehensive Plan and this document is intended to be incorporated into the updated comprehensive plan documents especially as it relates to the future land use map.

## TIER 1 OPPORTUNITIES

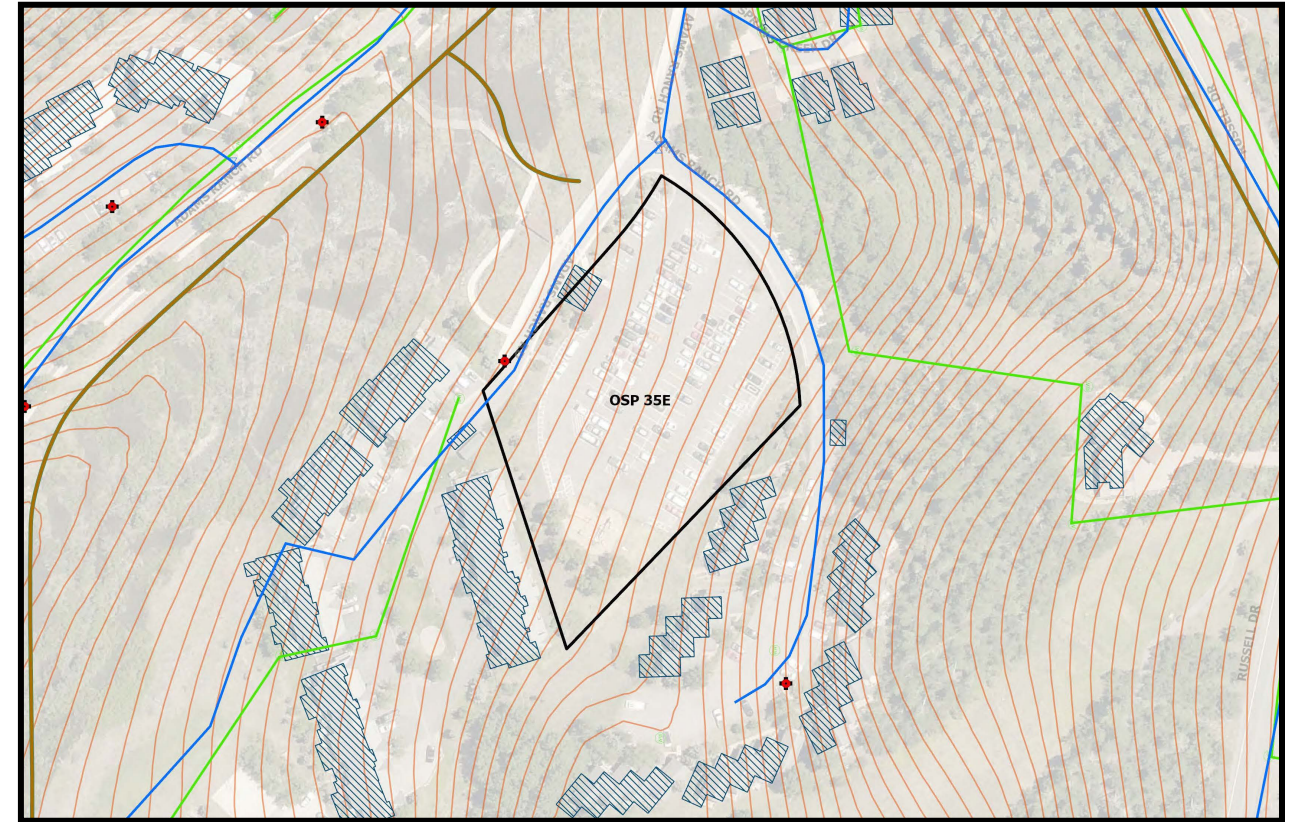
Tier 1 properties are prioritized for housing development. These lots typically have less topographic challenges, have accommodating zoning designations, and are suitable for additional community housing based on their location and conformity with surrounding neighborhoods.

## TIER 2 OPPORTUNITIES

Tier 2 properties have constraints but are otherwise developable. These lots should be explored more depending on the specific goals of the Town Council to determine their priorities as it relates to timing for their development. Just because a lot is identified as Tier 2 does not mean that the lot is less developable.

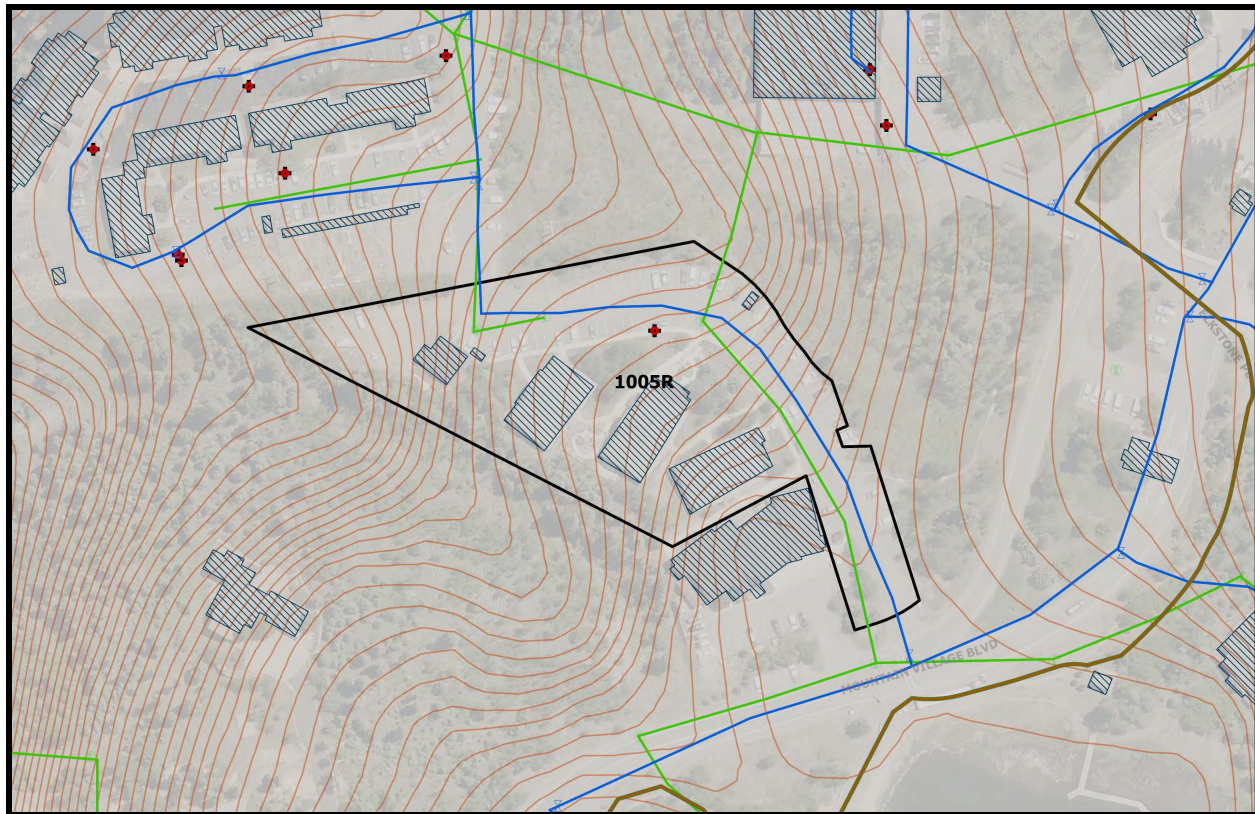


Lot 1003R-1 Land Unit 4 (Town Hall)



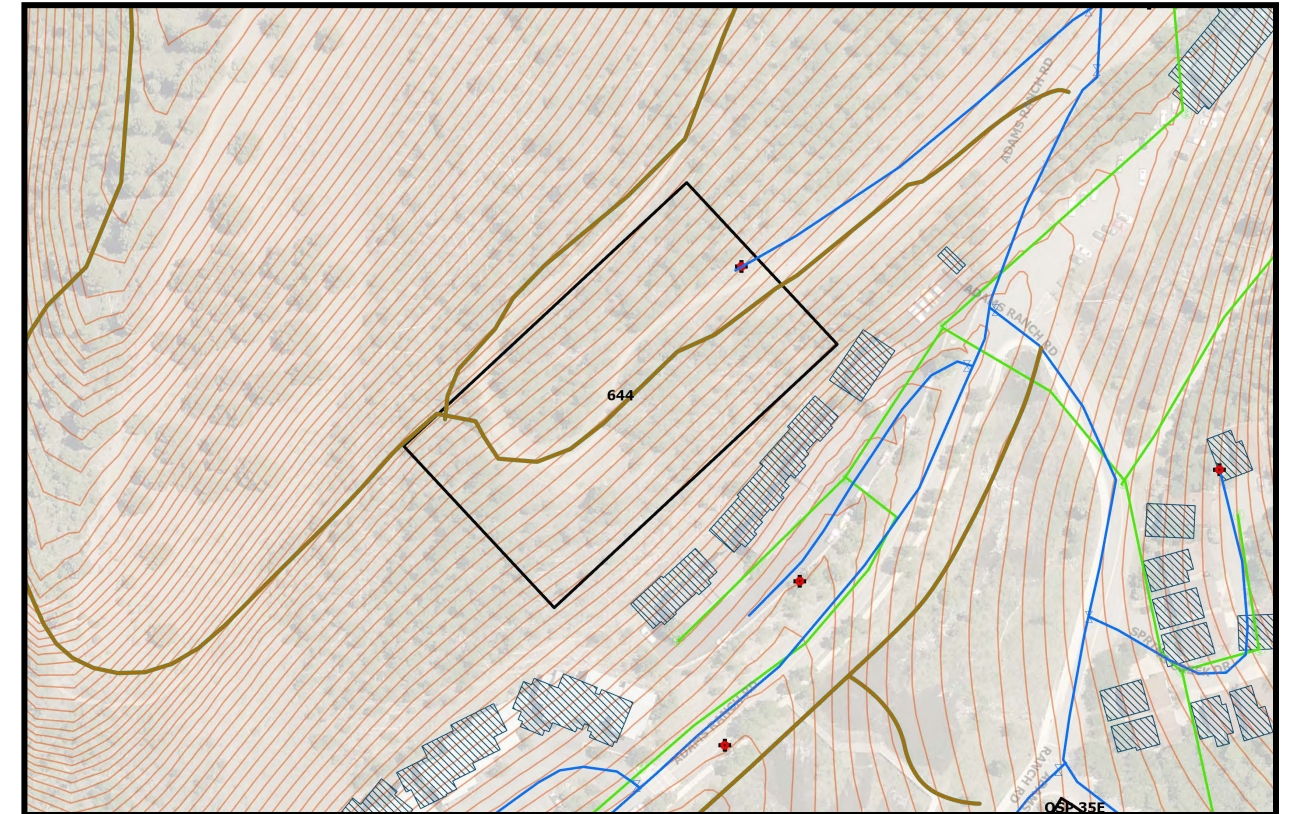
Lot OSP-35E (Meadows Parking Lot)

Lot 1005R (VCA Maintenance Shop)

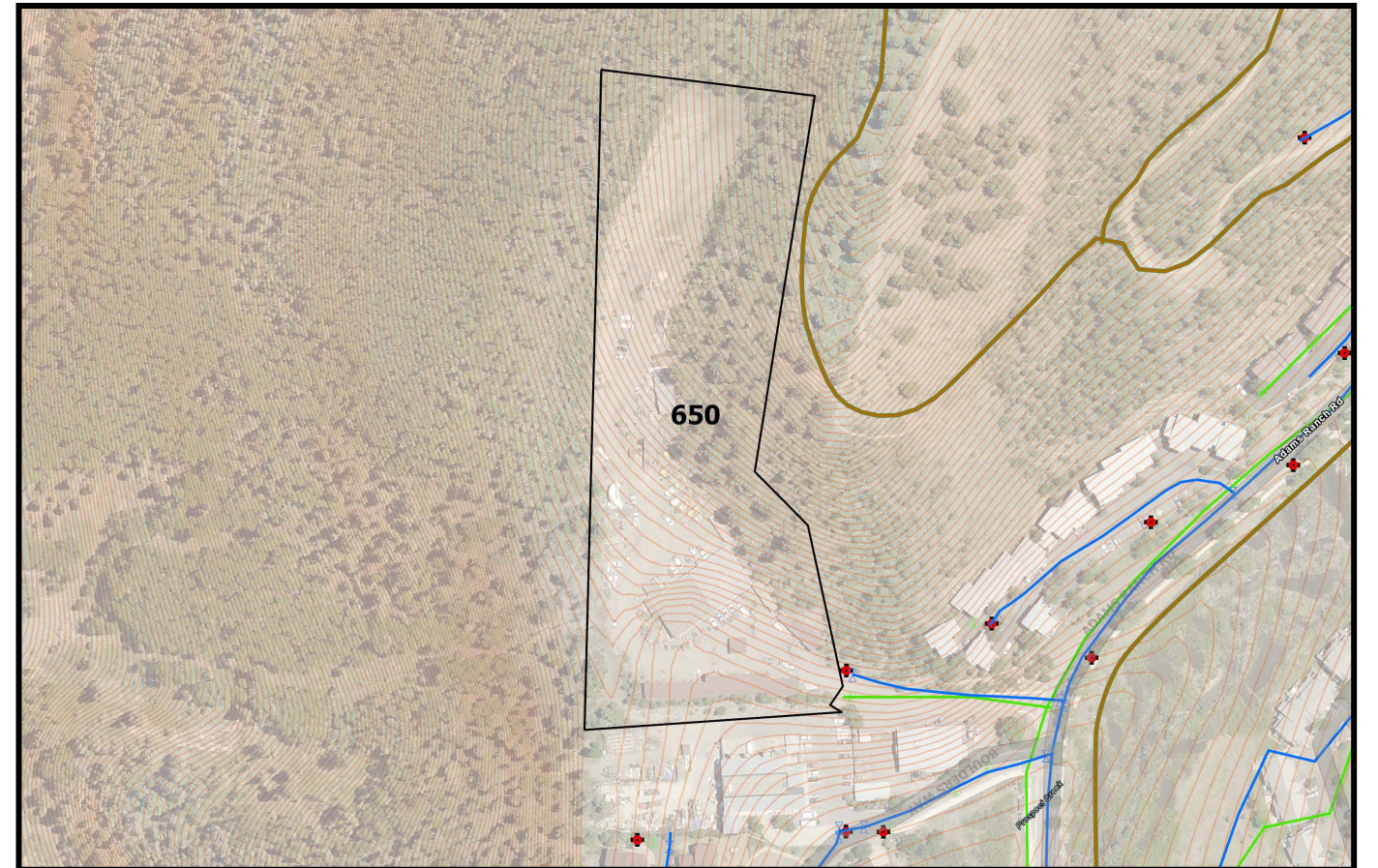
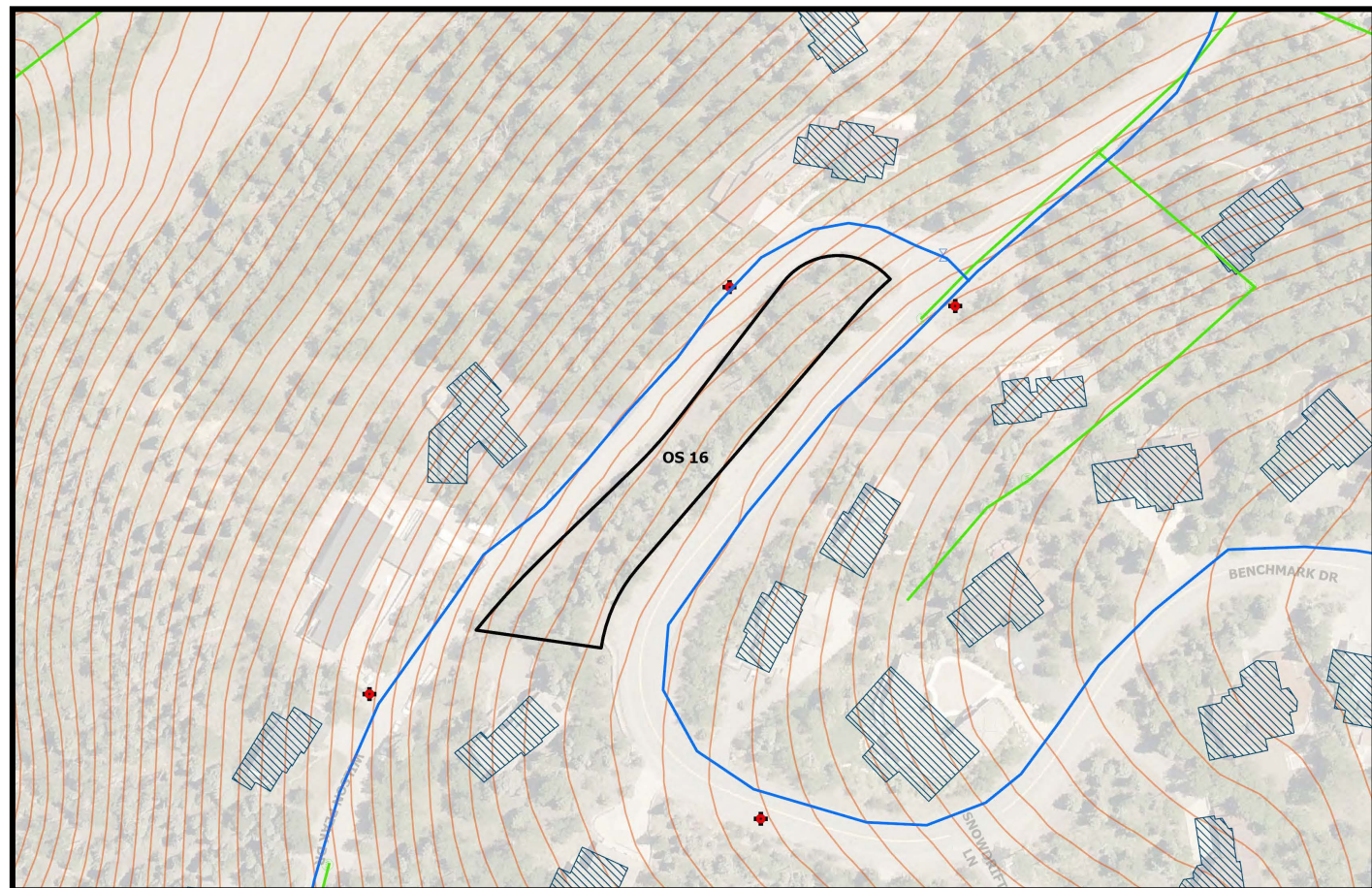


# TIER 1.

Lot 644 (Upper Jurassic Lot)



Lot OS-16 (Wilson Peak)



Lot 650 Town Maintenance Shop

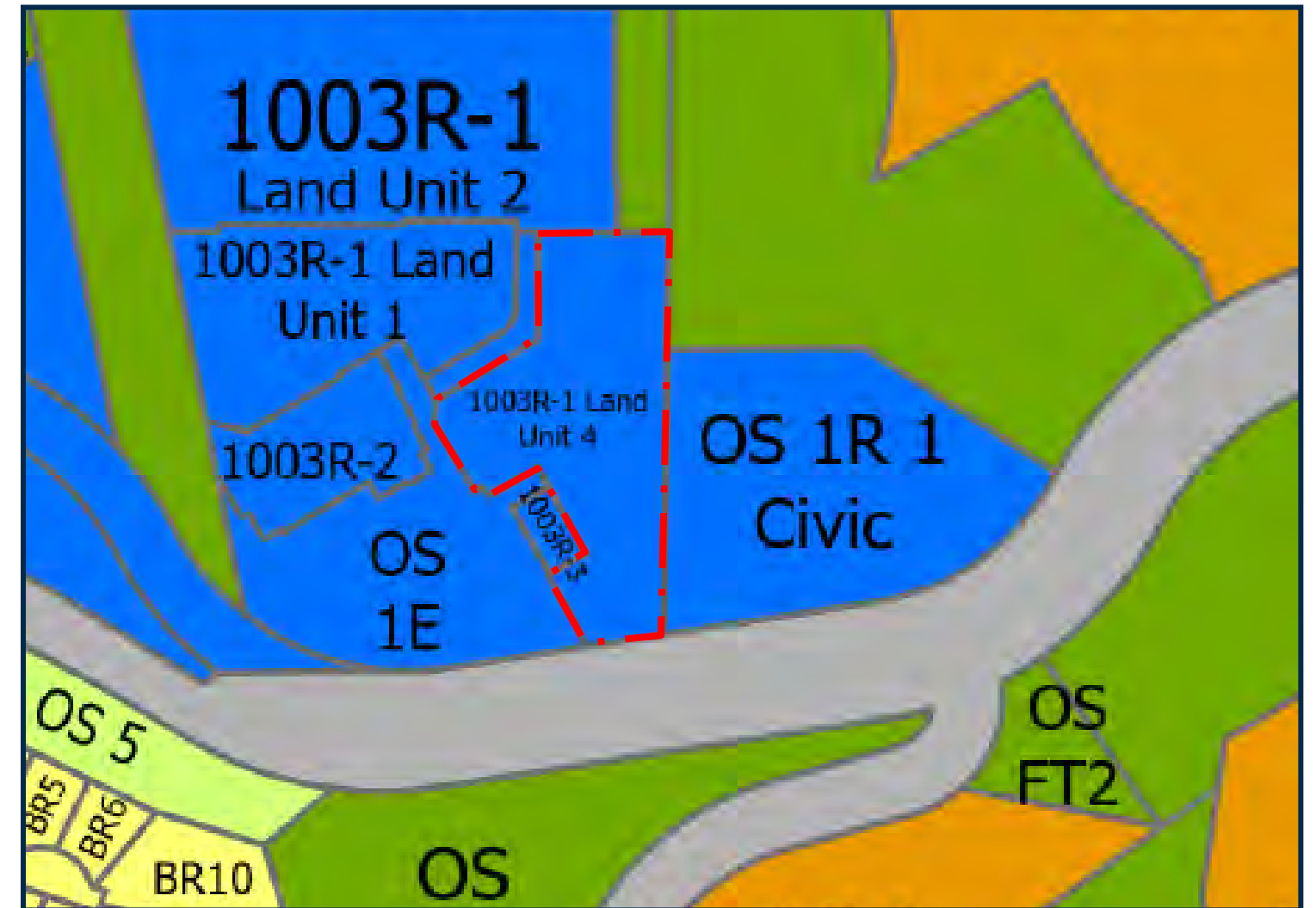
TIER 2.

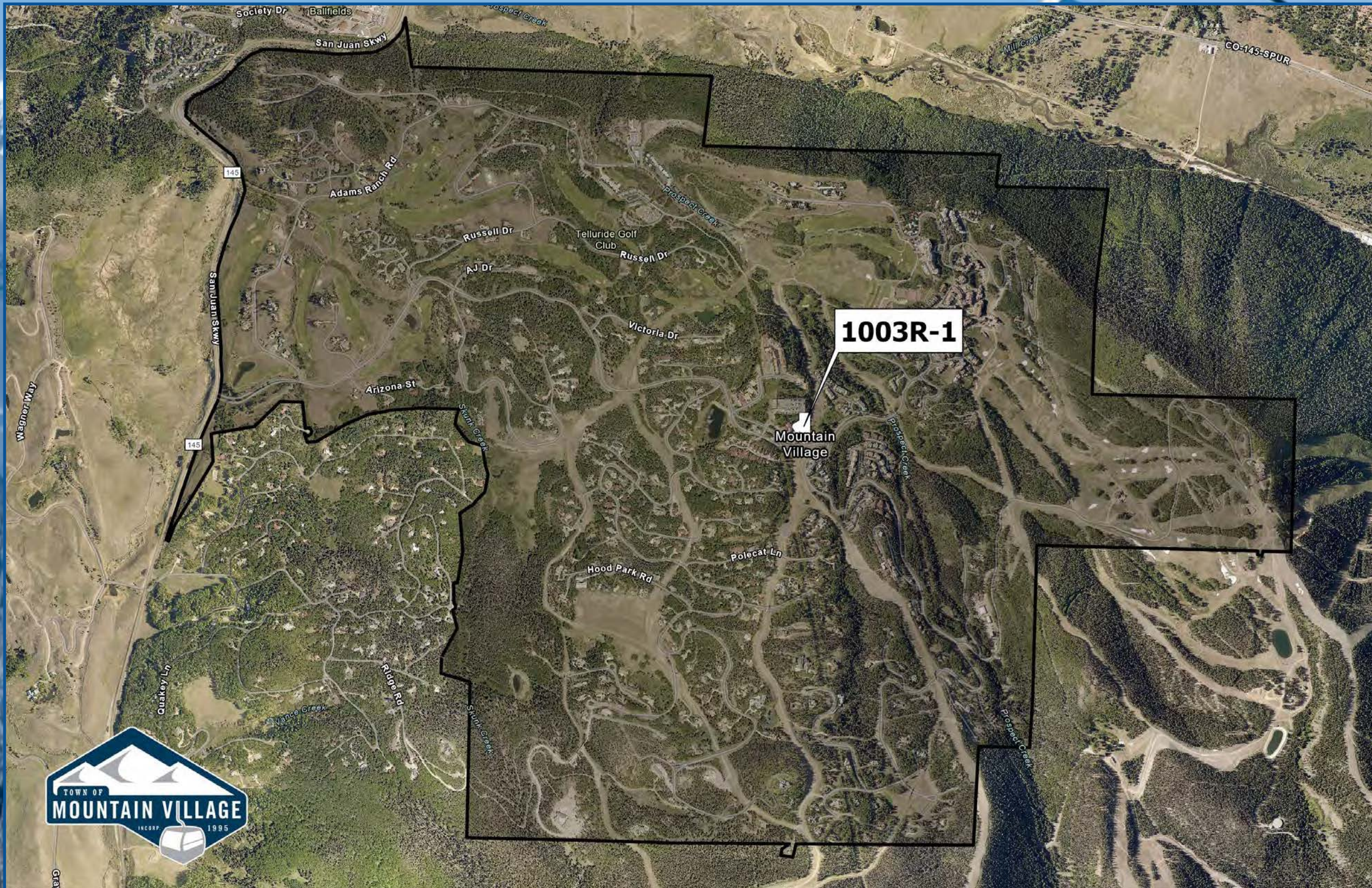


# Lot 1003R-1

Unit 4  
Town Hall Center

Zoning:





# summary.

**Zoning:** Civic  
**Lot Size:** 0.991 Acres

## LOT OVERVIEW

Lot 1003R-1 is located within the Town Hall Center Subarea and is the current site of Town Hall, the Village Market, the Gondola Station, the Gondola Parking Garage and other small commercial and civic spaces. The Lot has been condominiumized and this proposal relates to Land Unit 4 which is currently vacant with the exception of the Gondola Station. Land Unit 4 is located directly adjacent to the double cabin ski run. The unit is treed and slopes down to the ski run located to the east of the land unit.

## DEVELOPMENT CONCEPT

### *Community Housing*

Lot 1003R-1, Land Unit 4 should be retained and prioritized for the long term needs of the Town of Mountain Village community housing. This site could accommodate a stepped hillside development of condominiums or townhouses, adjacent to the gondola facility and to the rear of the existing commercial uses on the adjacent land unit. Due to the condominiumized nature of Lot 1003R-1, it may be preferable to maintain ownership of the units for long term rentals. Because the land unit is located on Lot 1003-1, parking could be accommodated on site with the use of the existing gondola parking garage without the need for a parking variance to occur. Any future design would need to accommodate the existing comprehensive plan vision to renovate the commercial space and post office space.

## IMPLEMENTATION

1. Council decision on financing or partnership
2. Conceptual Scoping including parking analysis
3. Density Transfer and Rezone Application establishing new density

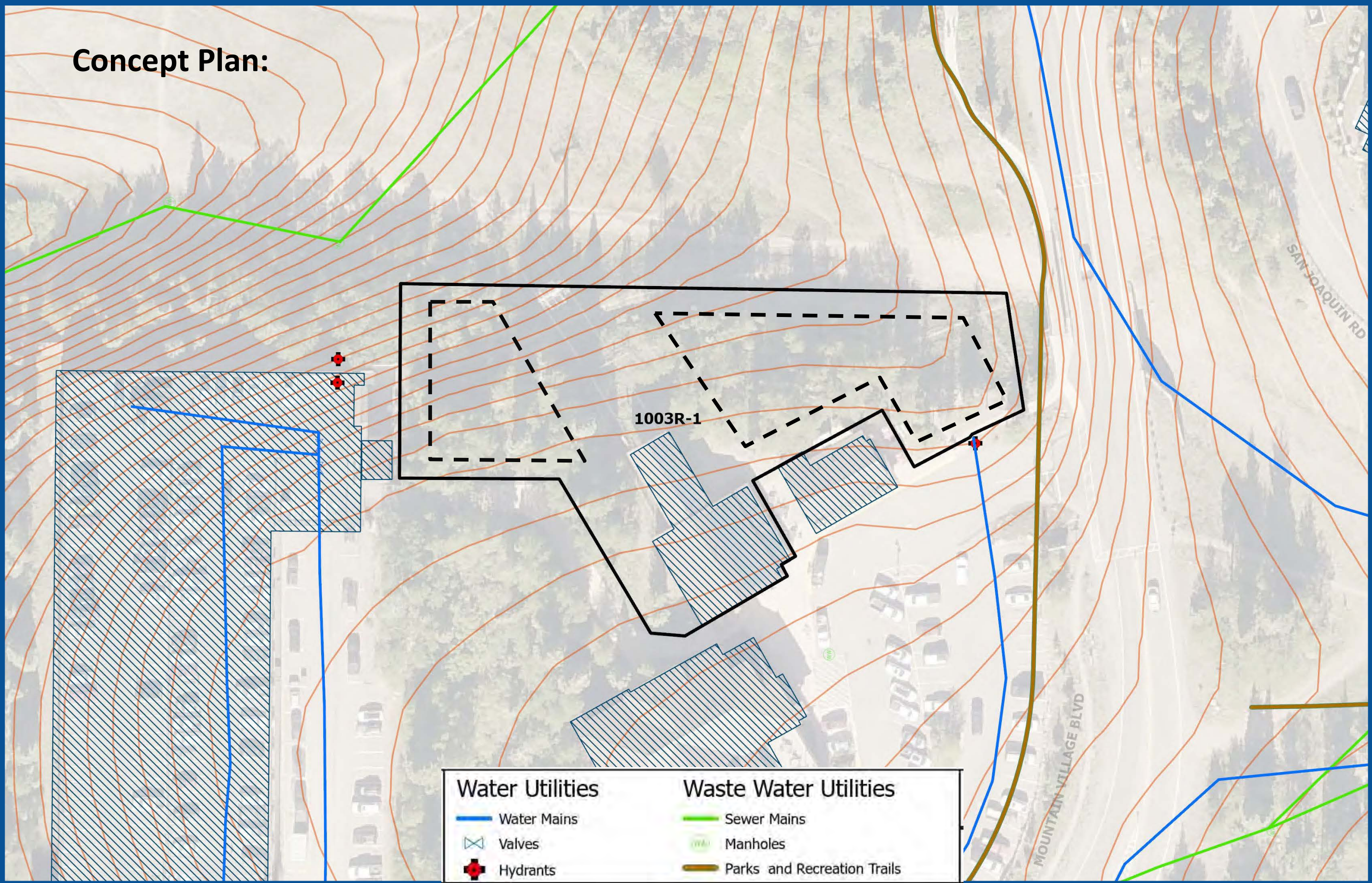
4. Design / Construct

# existing conditions.





# Concept Plan:

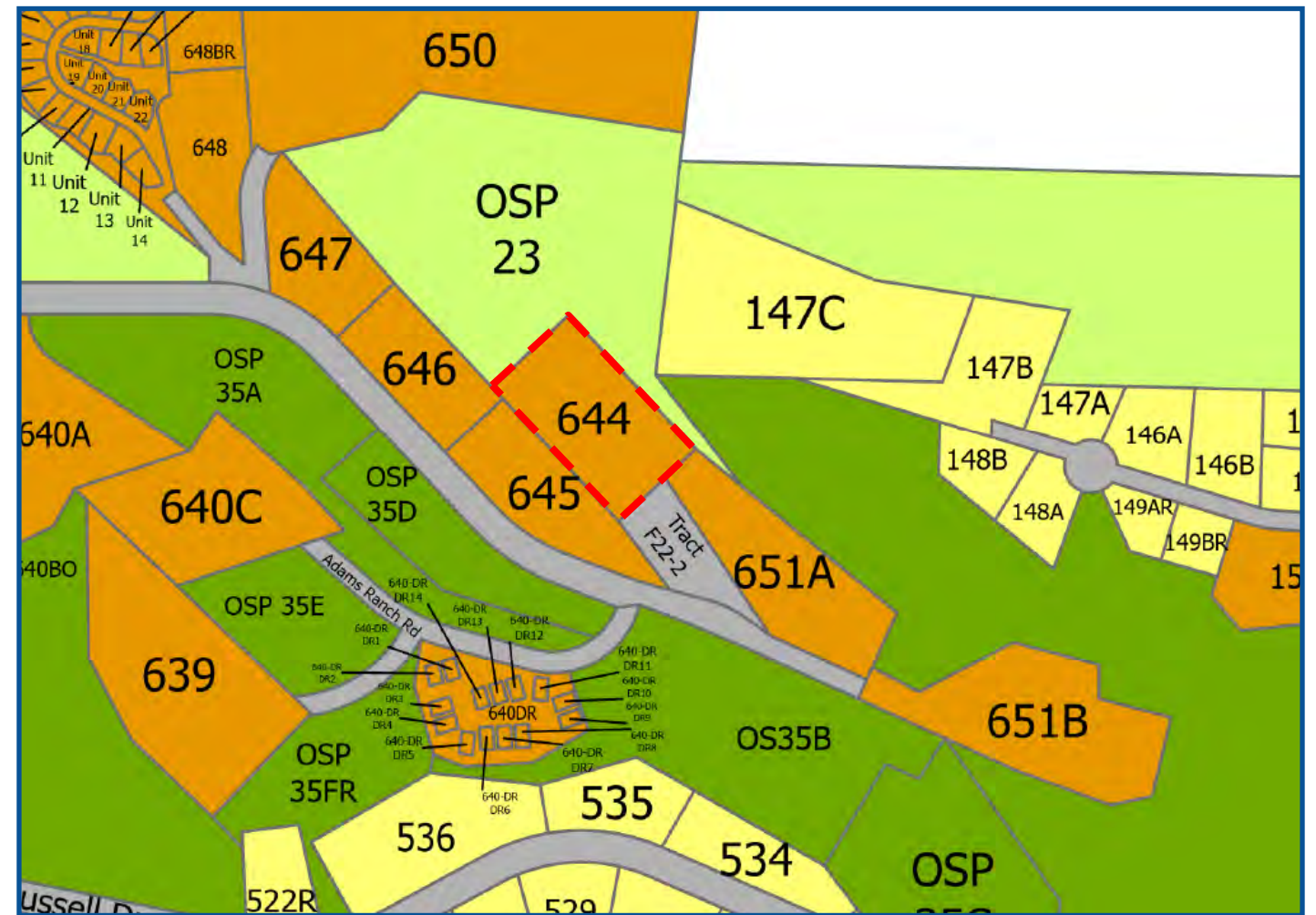




# Lot 644

Upper Jurassic

Zoning:



- multi-family
- active open space

- single-family
- passive open space



644

Prospect Creek

Russell Dr

Telluride Golf Club

Russell Dr

AJ Dr

Victoria Dr

Skunk Creek

Mountain Village

Prospect Creek

# summary.

**Zoning:** Multi-Family  
**Lot Size:** 1.61 Acres

## LOT OVERVIEW

Lot 644 is located within the Meadows Subarea and is currently vacant with the exception of the Jurassic Trail which traverses the Lot. This lot, is the only undeveloped Multi-Family Lot owned by the Town of Mountain Village. It presents a unique opportunity to work within a private-public partnership to develop a large amount of Community housing. Lot 644 currently is assigned 41 Units of Employee Condominium Density. This is one of the premier lots to provide additional community housing in the Mountain Village.

## DEVELOPMENT CONCEPT

### *Community Housing*

In Spring of 2022, an RFP was issued for Lot 644 with the goal of entering into a public private partnership. As part of this RFP, individual developers will propose specific programming for the site but its envisioned that the site would be the location of 30-70 community housing units. The goal of the RFP would be to break ground no later than October 2022.

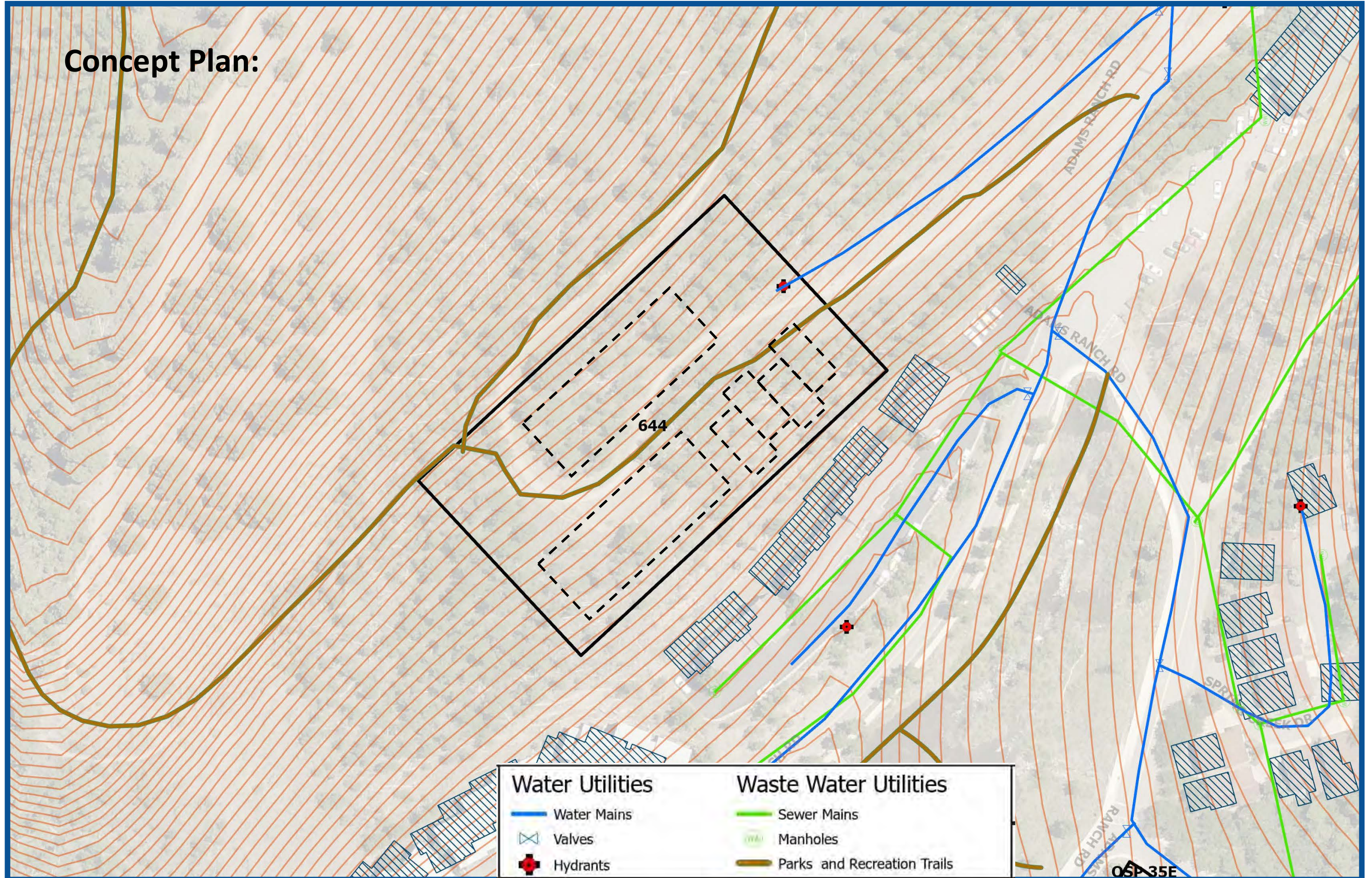
## IMPLEMENTATION

1. RFP selection committee meets to determine award
2. Pre-development scoping (soils testing, survey, engineering, and architectural)
3. Entitlement to occur Spring 2022
4. Relocation of Jurassic Trail
5. Construction to begin no later than October 2022

# existing conditions.



# Concept Plan:

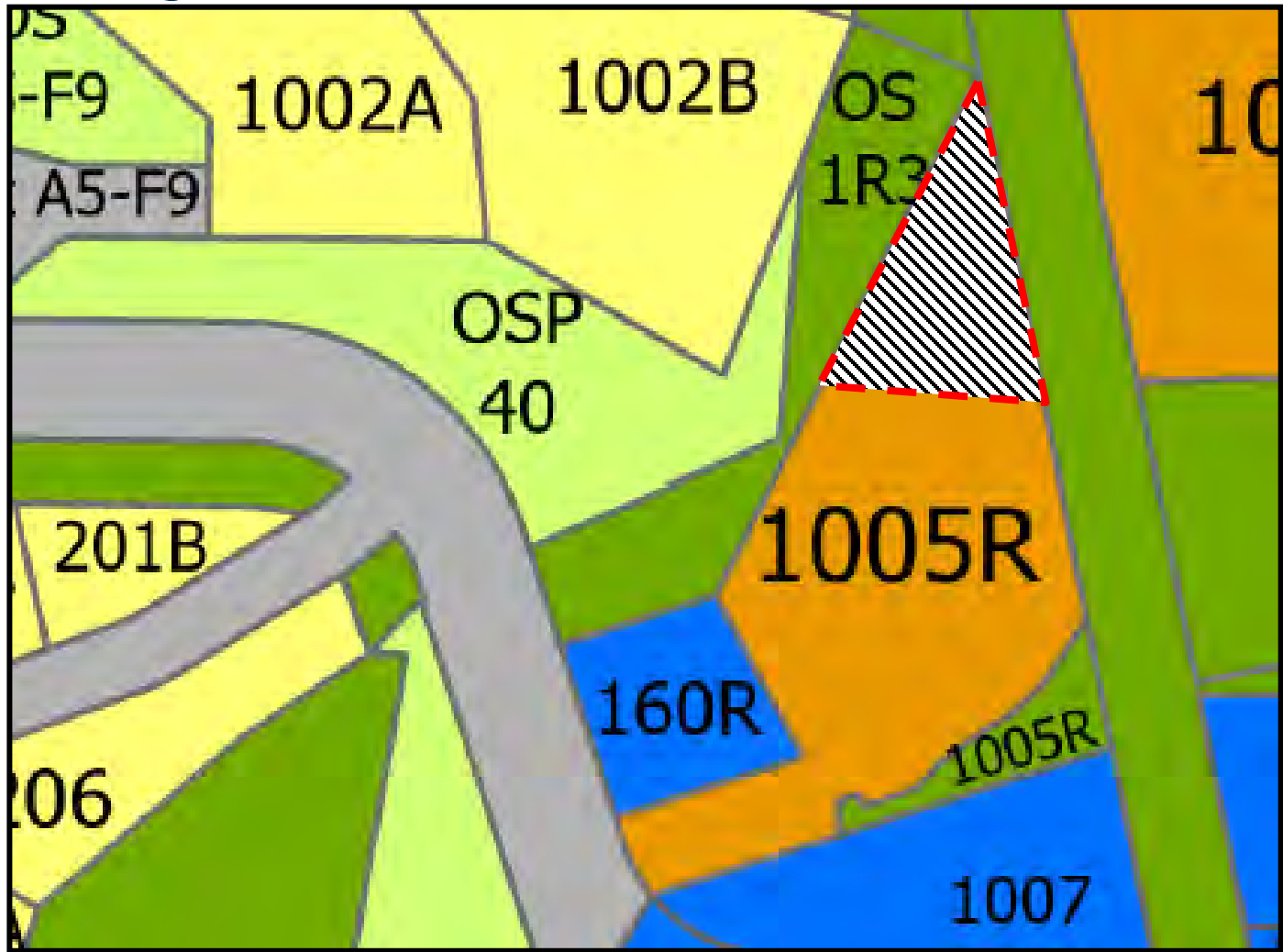




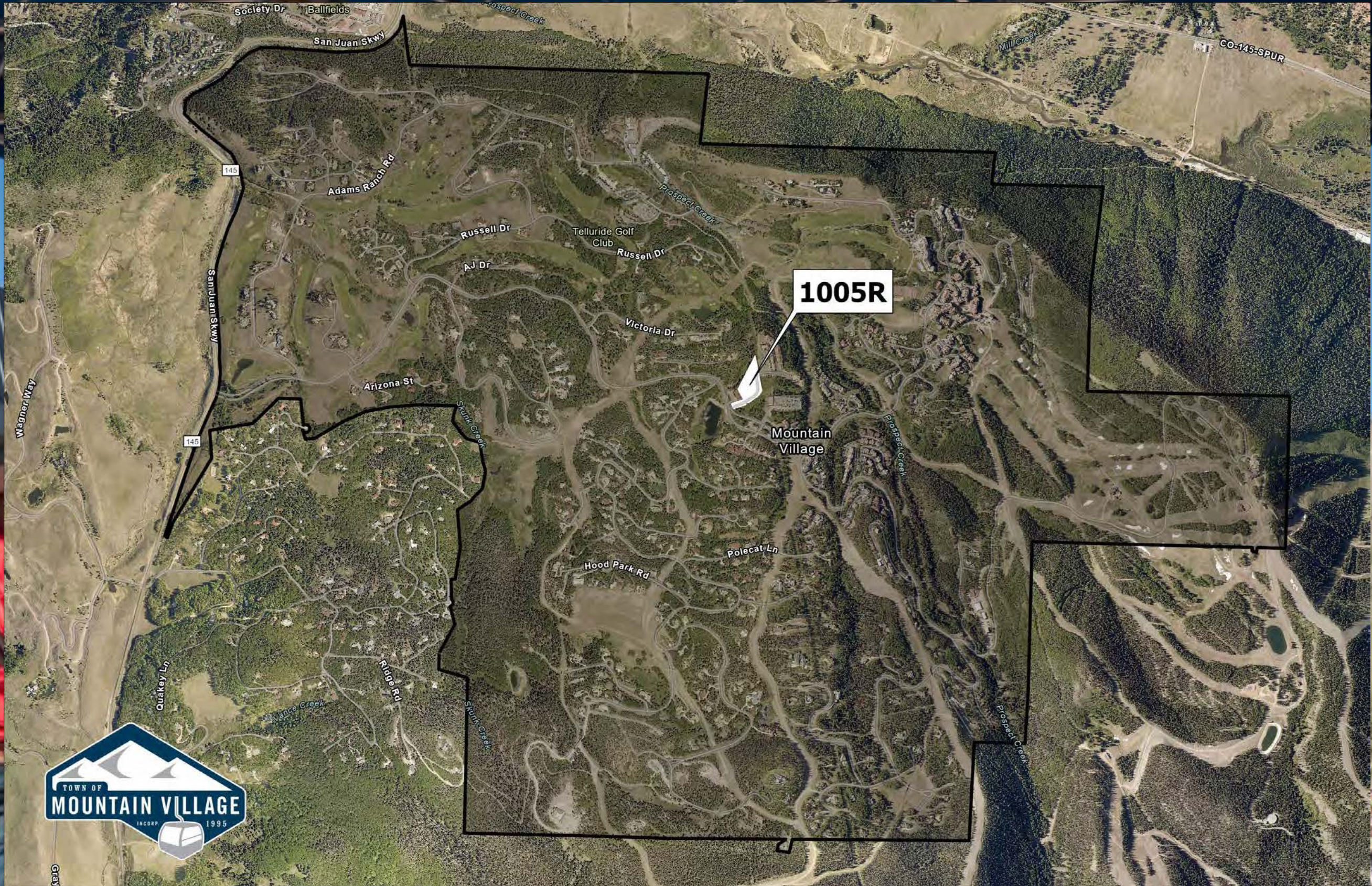
# Lot 1005R

VCA Maintenance Shop

Zoning:



- multi-family
- civic
- active open space
- passive open space



# summary.

**Zoning:** Multi-Family  
**Lot Size:** 0.41 Acres (expansion area)

## LOT OVERVIEW

Lot 1005R is the location of a portion of VCA and the VCA Maintenance Shop. The developable area was discussed within the Town Hall Subarea as a location for future community housing. To maximize the building envelope and to account for parking requirements, the existing maintenance shop may need to be relocated or incorporated into a mixed use development.

## DEVELOPMENT CONCEPT

### *Community Housing and VCA Maintenance Facility*

Any new development in VCA should be a for rent product focusing on 80-120% AMI. By incorporating the maintenance facility into a new development, existing facilities can be maintained and improved. This development would impact existing parking areas which would need to be addressed concurrently with any future development. In the past, VCA obtained relief from the parking requirements of the CDC and has otherwise been allowed one space per unit.

## IMPLEMENTATION

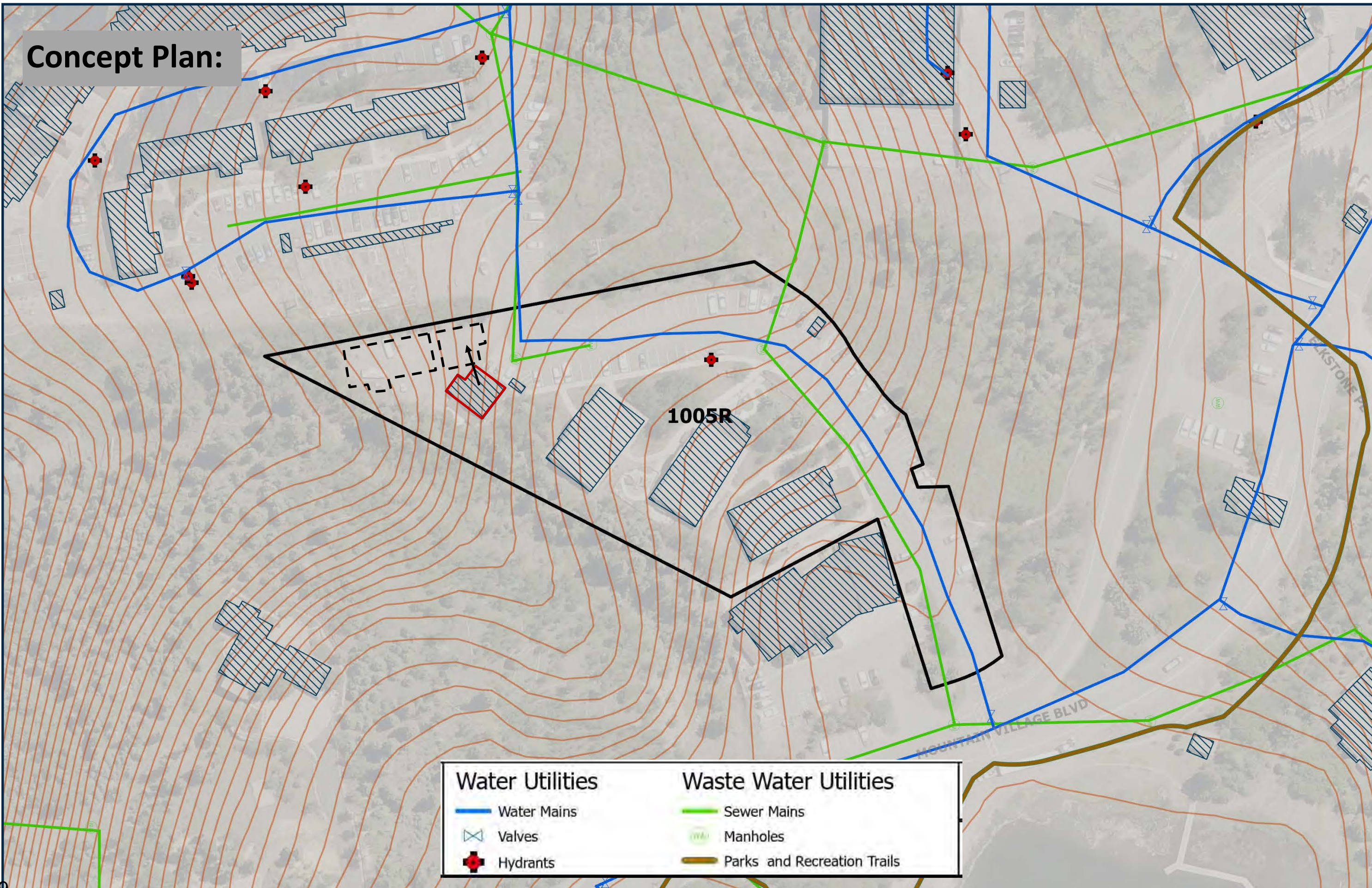
1. Conceptual Scoping including parking analysis
2. Density Transfer and Rezone Application establishing new density
3. Design / Construct
4. Potential Parking Variance

# existing conditions.





**Concept Plan:**



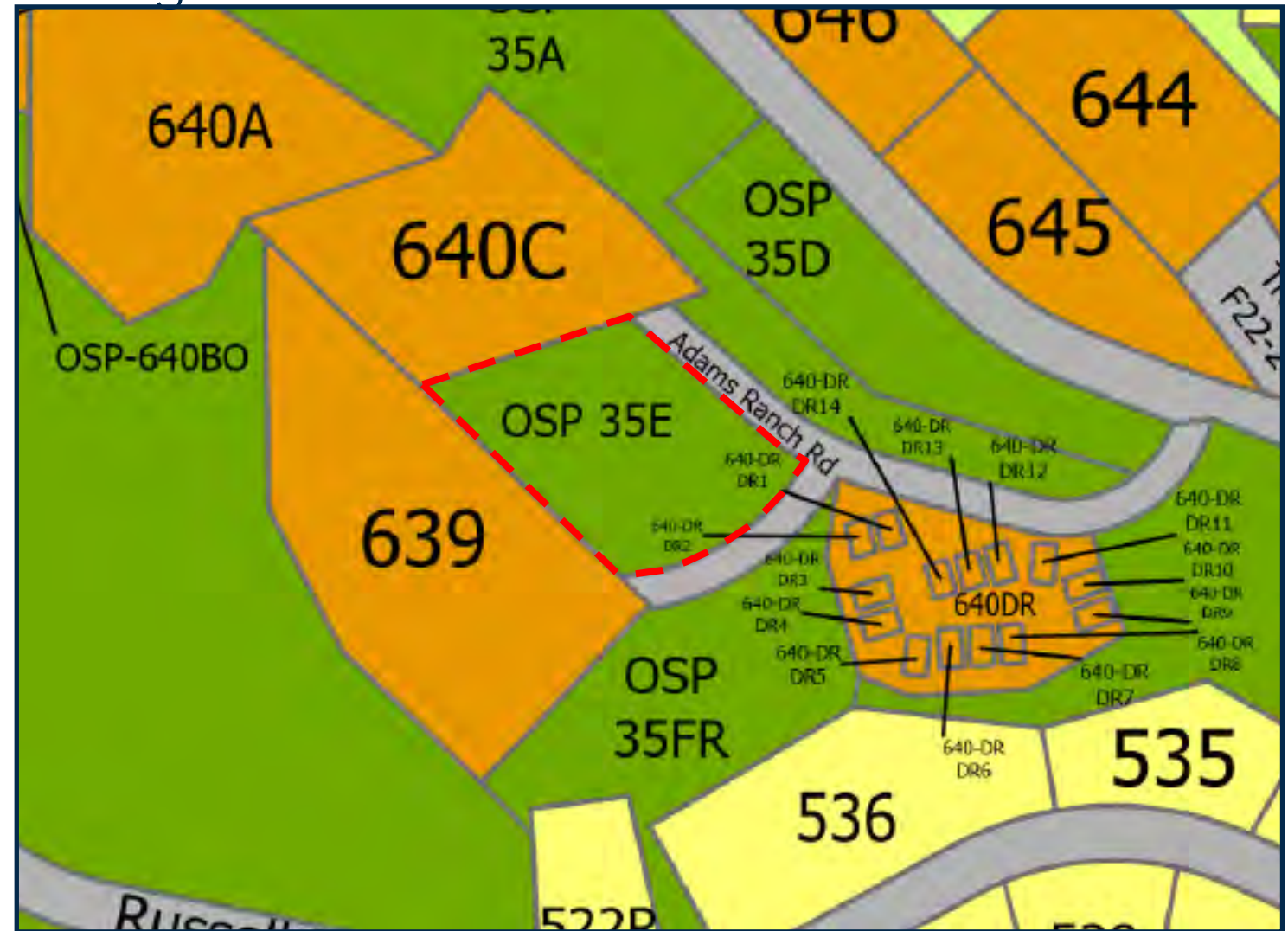
Water Utilities	Waste Water Utilities
Water Mains	Sewer Mains
Valves	Manholes
Hydrants	Parks and Recreation Trails



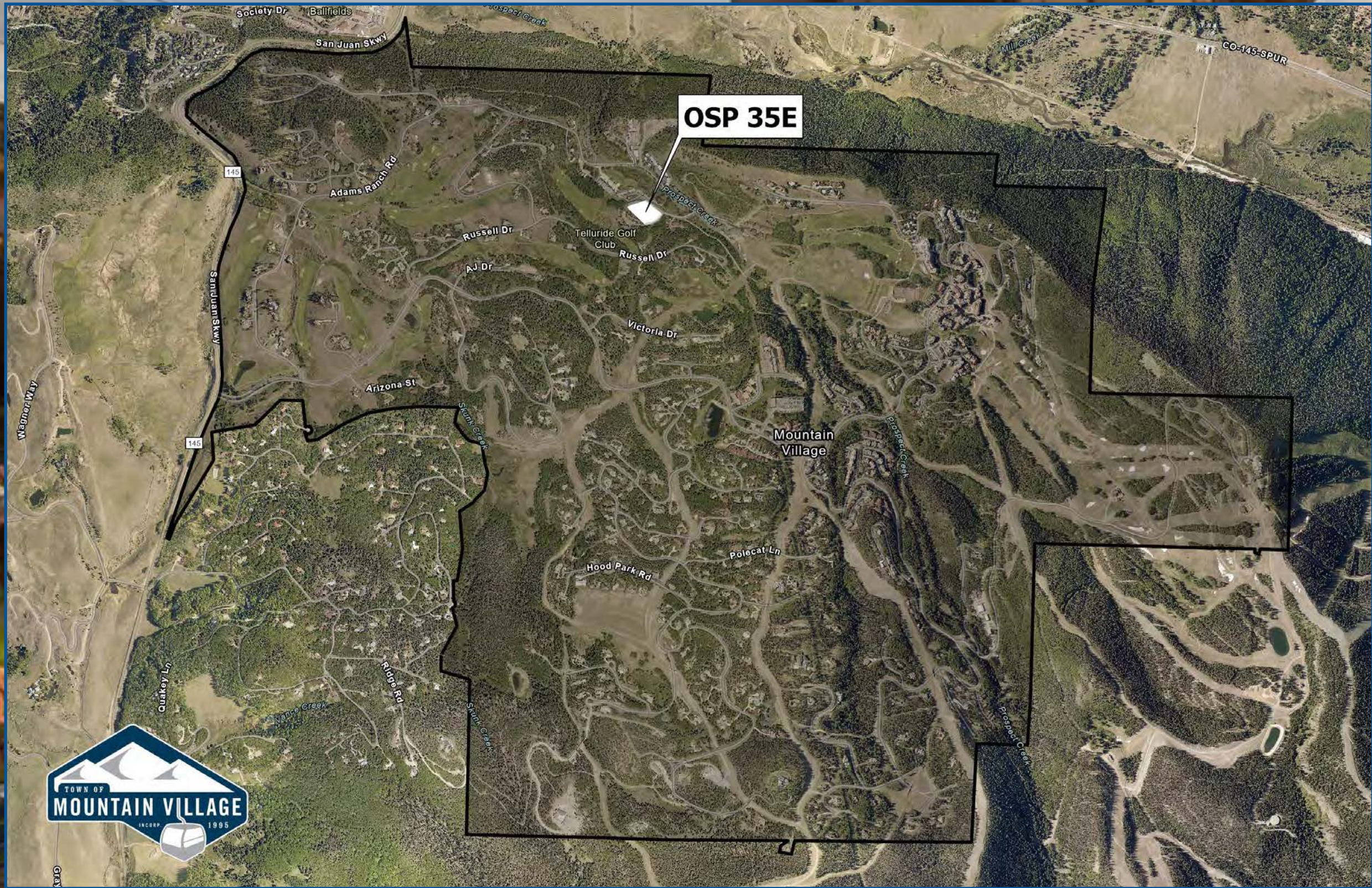
# Lot OSP-35E

Meadows Parking Lot

Zoning:



- multi-family
- civic
- active open space
- single-family



# summary.

**Zoning:** Full Use Active Open Space  
**Lot Size:** 1.50 Acres

## LOT OVERVIEW

Lot OSP-35E is located within the Meadows Subarea currently serves as surface parking along with a post office box location and playground. This lot was identified for development within the Meadows Subarea plan, which called for a multi-level development incorporating a parking garage in order to maintain existing parking. Given the community amenities this Lot currently provides, adequate scoping and public outreach should be conducted prior to any future development, including soliciting input from the meadows subarea committee to be formed in 2022. This is one of the premier lots to provide additional community housing in the Mountain Village.

## DEVELOPMENT CONCEPT

### *Community Housing and Parking*

Lot OSP-35E should be developed as for sale employee condominiums. The specific development program should be a multi-family condominium development with subgrade parking facilities. This parking should accommodate all existing parking plus additional unit requirements of 1.5 spaces per unit. Special consideration should be provided for the existing park area adjacent to the project and potentially incorporated into the project.

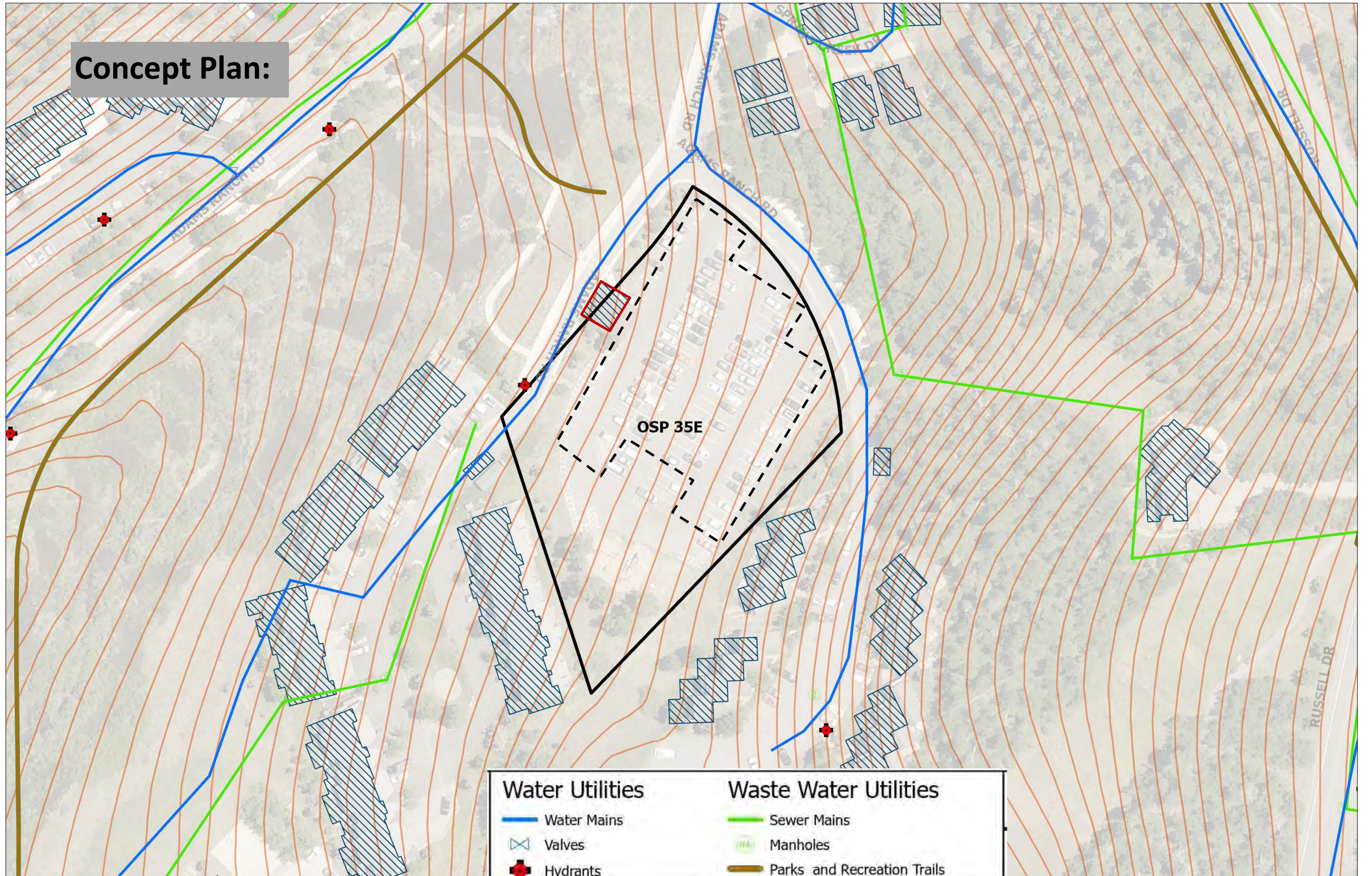
## IMPLEMENTATION

1. Council decision on financing or partnership.
2. Soils study to understand subgrade parking feasibility.
3. Rezone from Active Open Space to Full Use Active Open Space per Future Land Use Map
4. Design / Construct.

# existing conditions.

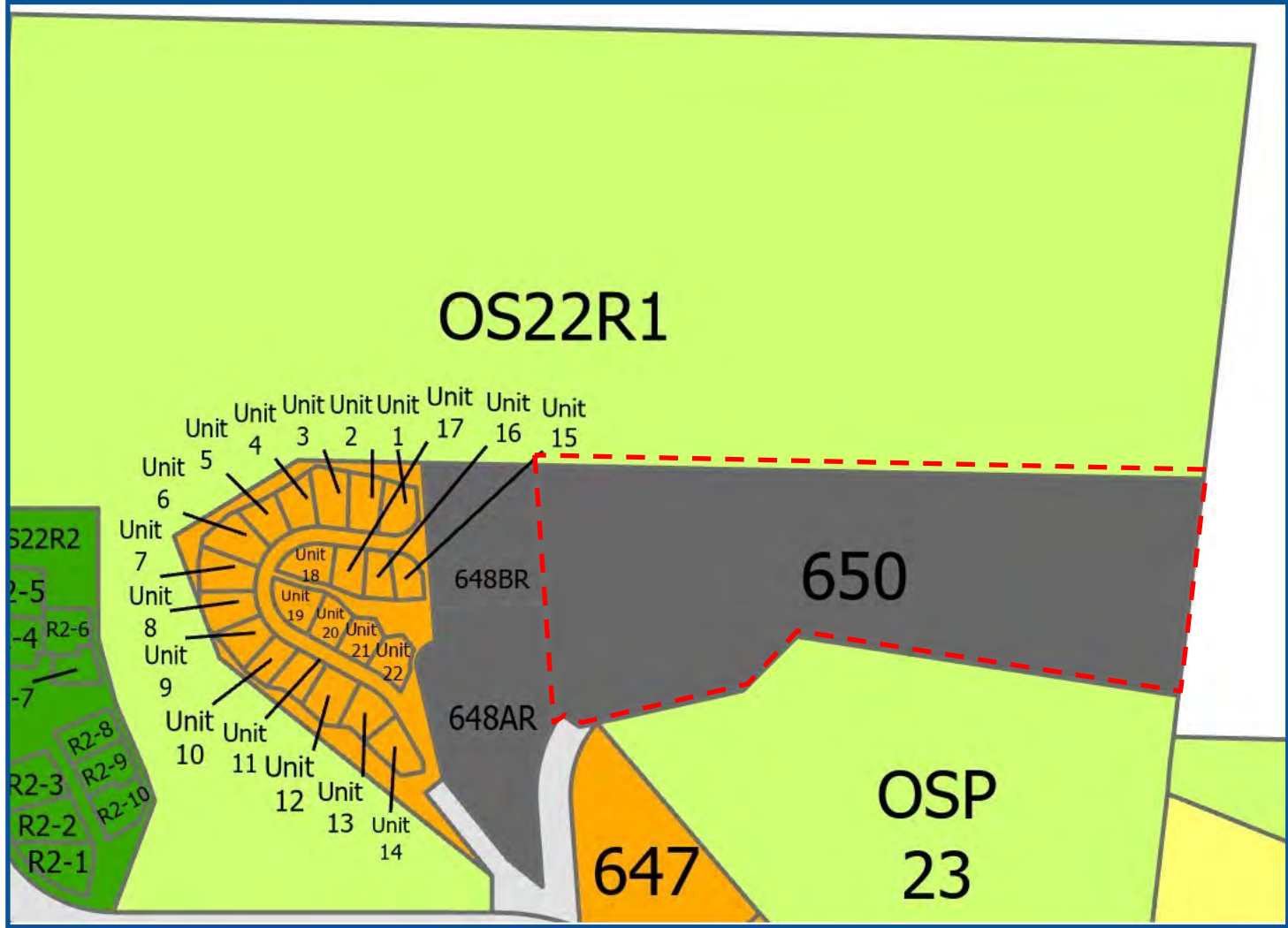


**Concept Plan:**



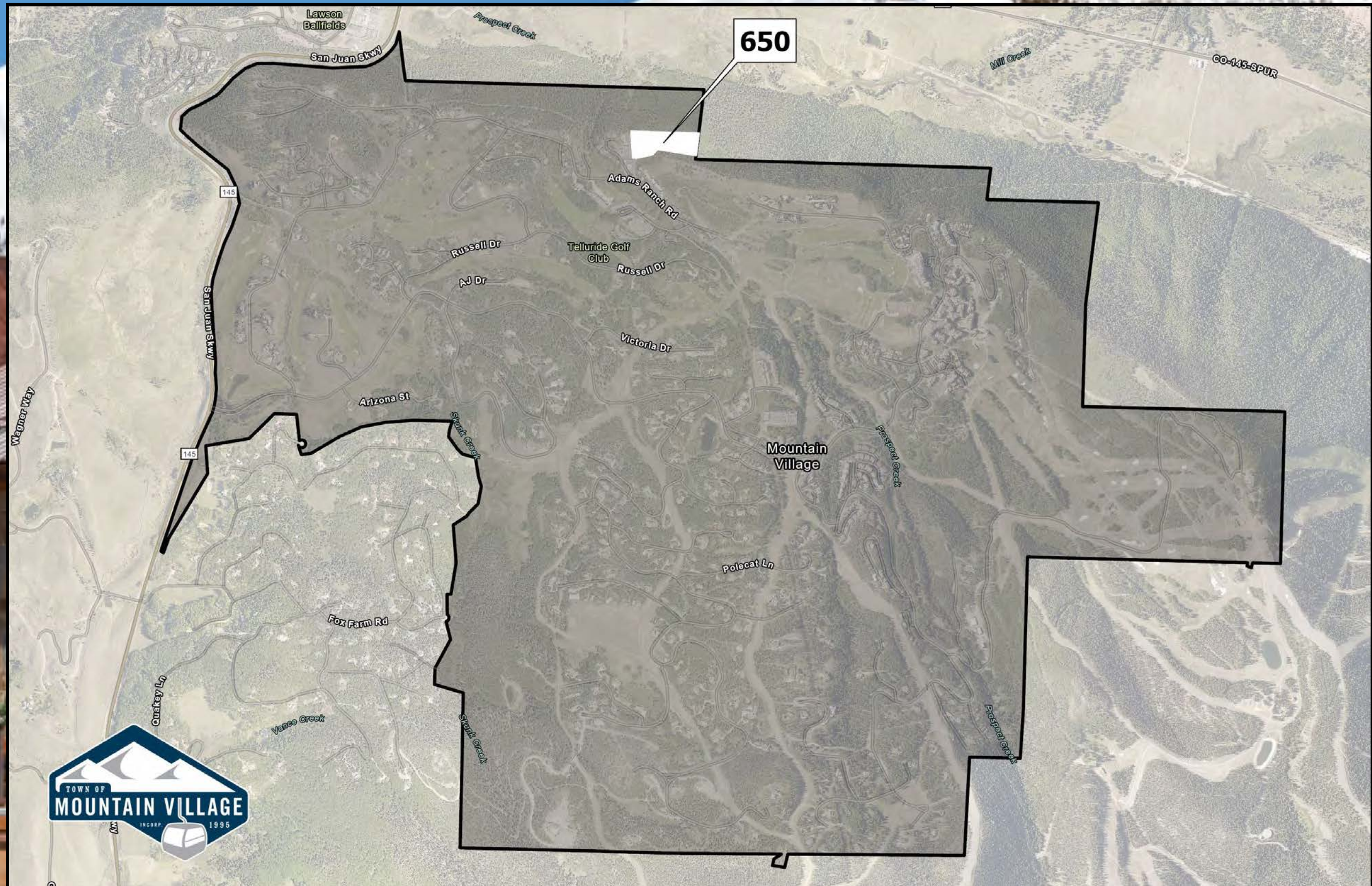


# LOT 650



- multi-family
- active open space

- Industrial
- passive open space



650



# summary.

**Zoning:** Industrial  
**Lot Size:** 5.28 Acres

## LOT OVERVIEW

Lot 650 is quite large and contains existing infrastructure on the Lot such as the Town Maintenance facility, gas pumps, and storage yard. In order to develop this lot, the Town should be thoughtful about how to maintain existing uses on the site without negatively impacting any future residences. This could include a relocation of the existing facilities or incorporating them into a future design.

## DEVELOPMENT CONCEPT

### *Employee Housing for Police and Public Works / Temporary Housing*

Maintain existing facilities on site and incorporate the remainder of the Lot for residential development. This may be better suited for town employee housing rather than the general public, given the extensive existing uses on site currently. In order to accomplish this, it may be best to create a new Lot 650BR. Additionally, the town would need to create employee density for this Lot. Design would need to take into account view planes from the Valley Floor.

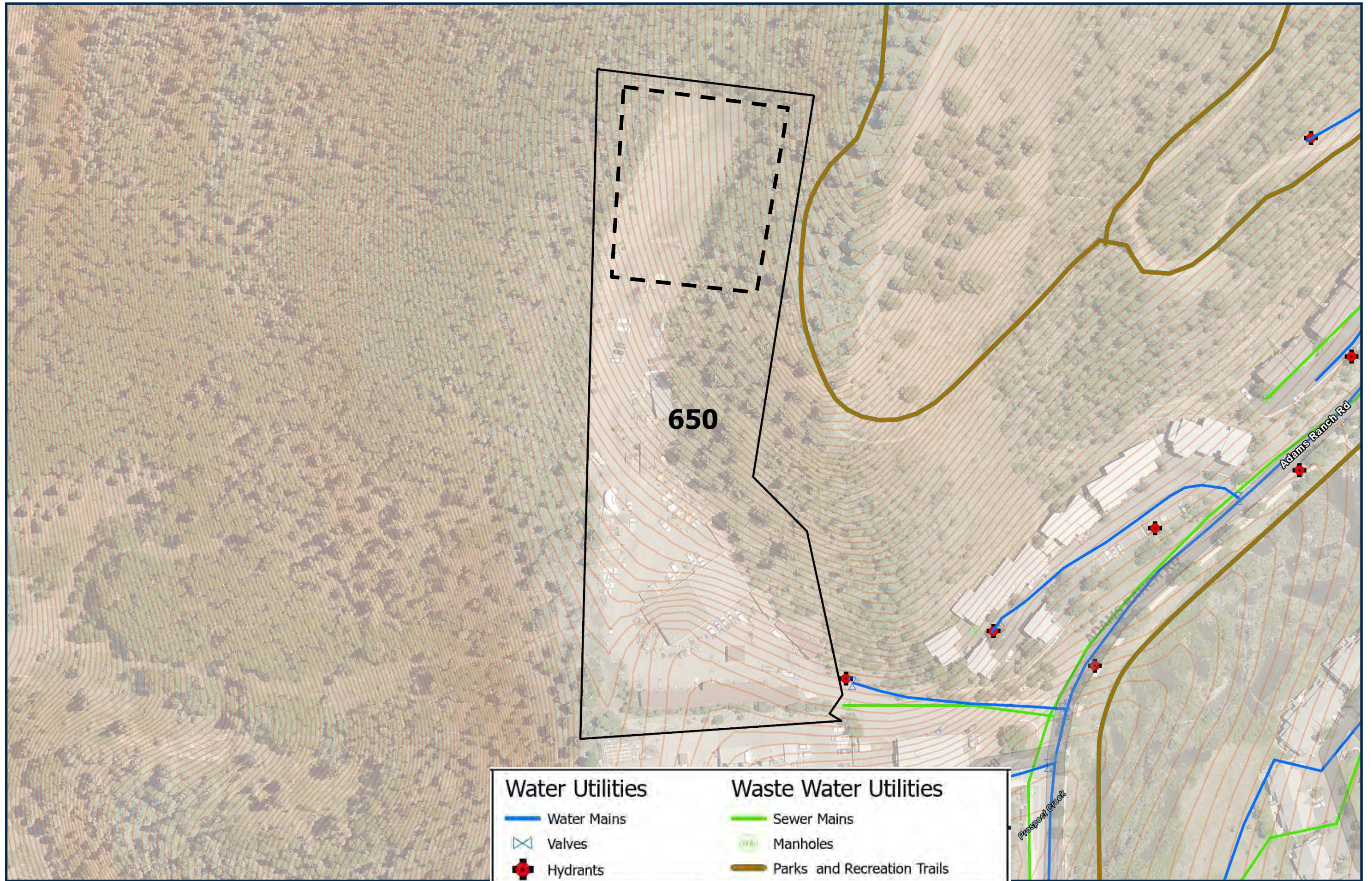
## IMPLEMENTATION

1. Conceptual Scoping
2. Lot Split to create 650BR
3. Rezone 650BR to add employee density
4. Design / Construct
5. Provide lottery for new homes

# existing conditions.





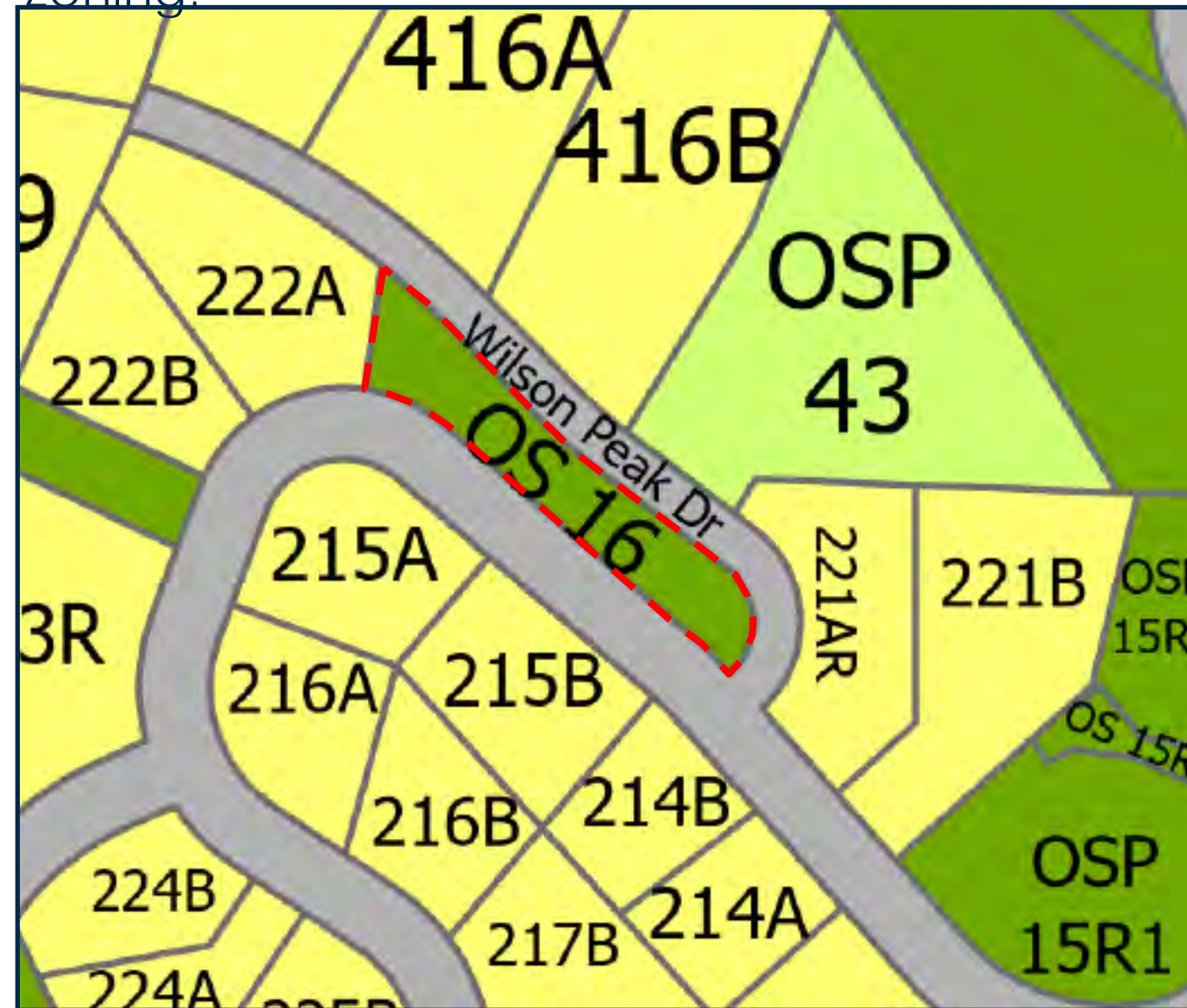




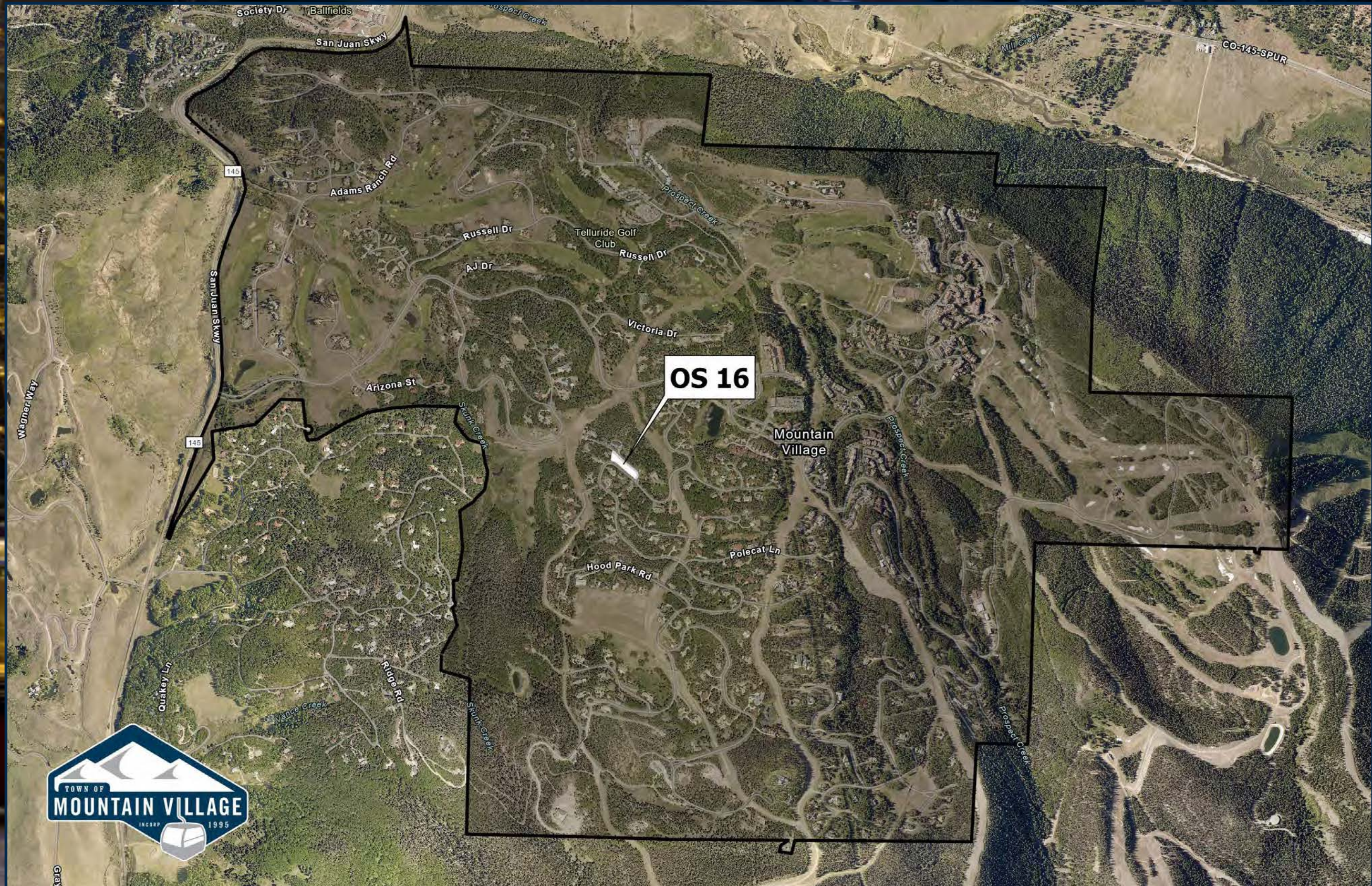
# Lot OS-16

Wilson Peak Drive

Zoning:



- single-family
- civic
- active open space
- passive open space



# summary.

**Zoning:** Full Use Active Open Space  
**Lot Size:** 0.632 Acres

## LOT OVERVIEW

Lot OS-16 is located between Wilson Peak and Benchmark Drive, and is currently vacant. The Lot is narrow at only approximately 50 feet wide, but is otherwise flat. Due to grades along Wilson Peak, it may be preferable to access this Lot off of Benchmark Drive. This lot could potentially provide a single-family development opportunity. This home would be for sale to qualified residents.

## DEVELOPMENT CONCEPT

### *Community Housing*

Lot OS-16 should be developed as for sale single-family home. The focus should relate to development of 1 single-family home. The remainder of the property would be subdivided and rezoned to passive open space to limit any future development.

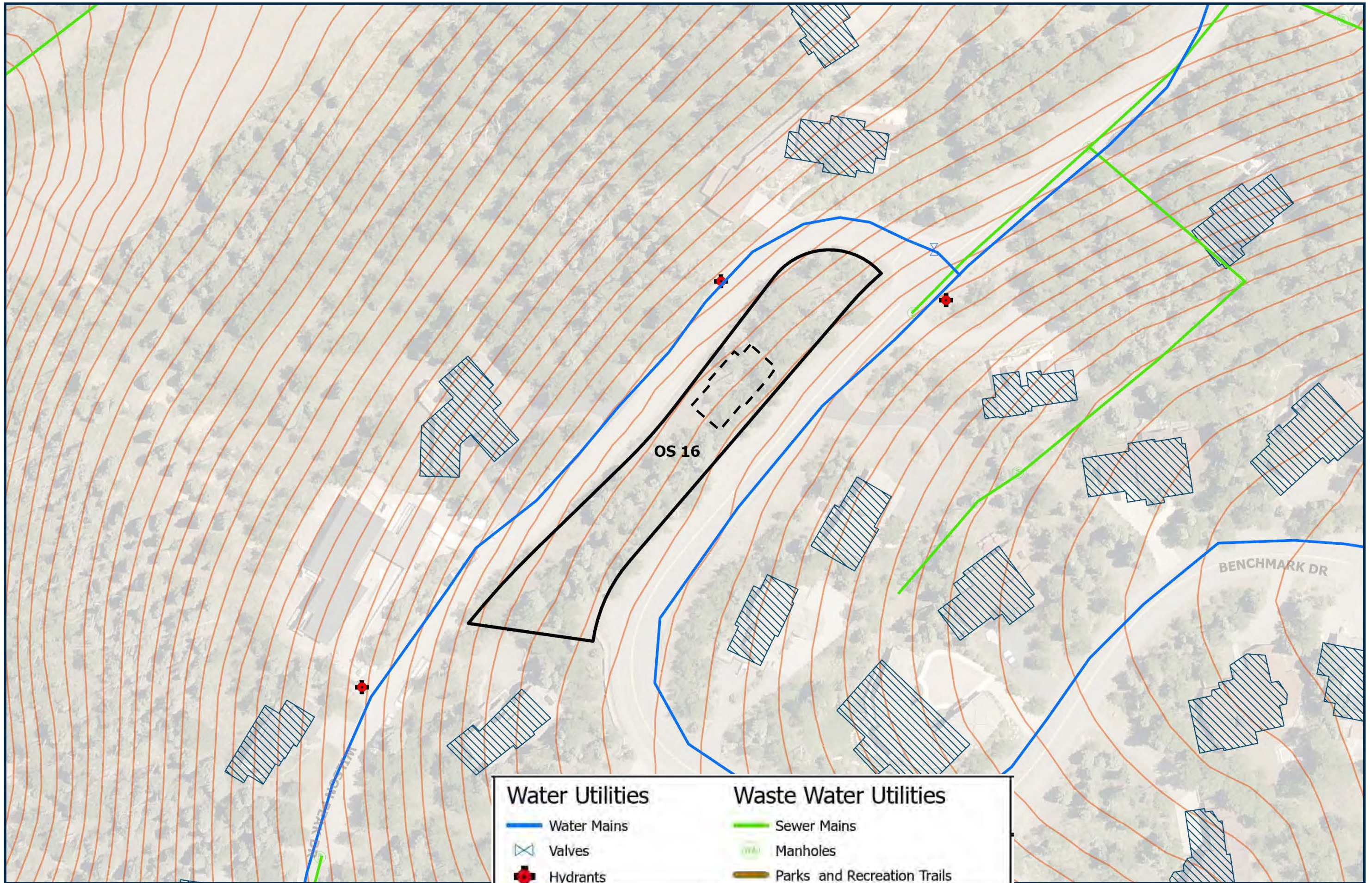
## IMPLEMENTATION

1. Council decision on rezoning or development of OS-16
2. Rezone to Full Use Active Open Space per Future Land Use Map
3. Discuss access from Benchmark Drive
4. Conceptual Scoping
5. Design / Construct
6. Lottery for the sale of the constructed unit

Alternatively, the Lot could be conveyed to a developer who would construct the home at no cost to the town.

# existing conditions.





# Conclusion



The Town of Mountain Village is the owner of several properties within the community. The Town Council would like to ensure that all town owned land can be an asset to the community in the future, not only providing needed housing resources for members of our community who provide for our businesses to remain open, but for those who help provide a vibrancy of place that makes our visitors and guest stay longer. The developability of each Lot was analyzed relating to it's location, context, site characteristics, existing uses, and goals in the Comprehensive Plan. Understanding the overall potential and defined best use for each Lot, allows the Town to prioritize improvements on the parcels over time. In summary, the development strategies for each Lot has been provided below.

#### *Lot 1003R-1 Land Unit 4*

This development would be a 2 phased development focused on a for rent product of condominiums or townhouses. Given the ski-in ski-out nature of the site as well as its overall accessibility being in the Town Hall Subarea, these units would be highly desirable and would generate rental incomes above 100% AMI. Given the difficulties with parking it may be preferable to consider the use of the Gondola Parking Garage if parking cannot be accommodated within the homes. This could be an option given the Gondola Parking Garage is located on the same Lot as Land Unit 4.

#### *Lot 644*

This is the last remaining opportunity for larger scale multi-family development in the Meadows. With the density assigned, this project could accommodate a large number of condominiums or townhomes and would only require a design review approval to proceed. This site is subject to an active RFP process and the programming for the site will be determined as part of that RFP process. Although the site has difficult access, the building envelopes identified in this plan are relatively small and would allow for larger multi-family buildings along with townhouse type development.

#### *Lot 1005R*

The VCA Maintenance facility was identified during the Town Hall Subarea as a potential area to add housing in VCA. Due to the current location of the Maintenance Facility and Parking, these items would need to be addressed and incorporated into any future design. Any future development within VCA Lots should be for rent apartments targeting 60-100% AMI or higher.

#### *Lot OSP-35E*

The Meadows Parking Lot presents an opportunity for the redevelopment of OSP-35E for a large multi-family condominium structure with underground parking and incorporated greenspace. Any future development needs to be conscious of existing residential density in the area, and should provide adequate stepped design to limit offsite impacts. This property could be entirely redeveloped into housing if these issues are addressed properly. The existing post office should be incorporated into this design. Input from the Meadows subarea committee should be incorporated into any future proposal for this site.

#### *Lot OS-16*

Lot OS-16 provides opportunity for a smaller single-family home. The site could potentially accommodate additional units but in order to maintain contiguity with the surrounding homes should be limited to a single-family home—a product desperately needed for upper level management residents.

#### *Lot 650*

The Town Maintenance Shop and its remaining undeveloped portions of the property represent a good opportunity for additional Town Employee housing for Public works and Public Safety Employees. Given the existing uses, it would be best to not open this development to the general public but rather to limit any future lottery to town employees.







**Agenda Item No. 17**  
**TOWN MANAGER**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 729-2654

**TO:** Mountain Village Town Council  
**FROM:** Paul Wisor, Interim Town Manager; Michelle Haynes, Planning and Development Services Director/Housing Director  
**DATE:** January 16, 2021  
**RE:** Comprehensive Plan Amendment Review – Hotbeds, Housing Inventory, and Public Benefits

---

### **Summary**

This memorandum provides Council with a general framework for discussion regarding proposed amendments to the Town's Comprehensive Plan. Specifically, this memorandum generally highlights areas for consideration regarding Hotbeds and Housing Inventory. In addition, the memorandum outlines proposed amendments to the Public Benefits Table that should be discussed.

### **Background**

In October of 2020, the Town issued an RFP for the purpose of engaging a consulting firm to assist the Town in amending its Comprehensive Plan, which was originally adopted in 2011. The Comprehensive Plan was originally adopted to encourage future development while controlling growth.

Since 2011, Town Council and the community have noted the Comprehensive Plan is overly prescriptive and complicated in certain respects that inhibited development envisioned by the Comprehensive Plan. For example, while the Comprehensive Plan envisions many properties being developed for traditional hotel use (also known as hotbeds), but while many of these properties have been developed, none have been developed as traditional hotels.

As a result, Town Council determined it was necessary to consider amendments to the Comprehensive Plan to provide future town councils, property owners, and community members solid, yet flexible, guidance to inform and support the critical decisions they will face in years to come.

The Town, along with its consultants MIG and EPS, issued a draft of proposed changes to the Comprehensive Plan in October 2021, and the Mountain Village community thereafter provide a significant amount of substantive comments with respect to those amendments. On December 9, 2021, Council discussed the areas of most concern to the public and Council, chief among them hotbed development and housing.

Council's discussion with respect to the Comprehensive Plan on January 20, 2022 is to continue its discussion on proposed changes regarding hotbeds and housing as well as to address the Public Benefits Table, an important item not yet addressed by Council.

## Hotbeds

The 2011 Comprehensive Plan identified an extensive number of parcels for future hotbed development. As noted above, none of these parcels have been developed exclusively for hotbed development. In light of these developments, the initial draft amendments sought to take a realistic, yet optimistic approach to future hotbed development.

First, the initial draft identified those properties that were originally earmarked for hotbed development but have since been otherwise developed. Second, it looked at realistic density for the remaining parcels and adjusted these numbers given current community sentiment. Finally, the initial draft amendments highlighted certain areas not previously considered for hotbed development, but identified by TSG as hotbed development sites, albeit unvetted as to how realistic such development would be in the future.

The public response to the proposed changes to hotbed development was overwhelming negative. The majority of public comment received by the Town indicated that the initial draft contained too much future hotbed development. In its review, Council agreed the initial draft contained too many hotbeds and it failed to appropriately prioritize key parcels for such development. Council gave direction to make clear which sites were priorities and to create an appendix containing lower priority sites.

After receiving this direction, staff and the Town's consultants conferred, and had additional conversations with certain members of Council. Ultimately, staff generated a list of priority hotbeds, but it was determined an appendix may mislead or confuse future property owners and residents.

The following parcels were identified as top priorities for hotbed development:

- Parcel A-1 Lots 122, 123, 128 (Peaks)
- Parcel A-4 Lot 126 (Conference Center Expansion)
- Lot 109R
- Lot 161-CR
- Pond Lots
- Parcel G (Gondola Station)

In addition, the following parcels were identified as sites for future Councils to consider as potential sites:

- Parcel C-1 89 Lot
- Parcel K (Magic Carpet)
- Parcel O (TSG Clubhouse)
- Lot F (Town Hall Center)

In addition to modifying the hotbed tables, the most recent edits, among other things, revised the existing conditions table to reflect the existence of hotbeds as well as warmbeds given both contribute to the local economy and community to varying degrees. All proposed changes related to economic development, including hotbeds, can be found in **Exhibit A**.

Council should focus on whether the proposed changes meet the economic goals of the Town as well as the expectations and desires expressed by the community.

## Housing

At its last meeting regarding the Comprehensive Plan, Town Council gave direction to provide a more robust vision for the future of deed restricted housing within Mountain Village. It was

generally agreed much of that vision would be further clarified by Council's own discussion of the Town-Owned Properties Plan as well as the proposed housing mitigation methodology that may be adopted by Council.

The Town-Owned Properties Plan identifies parcels currently owned by the Town that Town staff believes provide realistic opportunities for development. Subject to Council guidance, these properties will be identified on the Community Housing Map in the Comp Plan. The map will be updated to make clear that while certain parcels now have deed restricted density on them, the entire parcel is not intended for deed restricted development.

A housing mitigation methodology refers to a tool by which communities assess the impact development has on employee generation and, in turn, the need for additional deed restricted housing. Council's further discussion and guidance on a proposed methodology will be integrated into a new page within the Comp Plan that specifically address new strategies for current and future Councils to pursue regarding housing.

All changes regarding housing to the Comp Plan can be found in **Exhibit B**.

### **Public Benefits**

The Public Benefits Table has long been viewed as a significant component of the Comprehensive Plan. At times it has been viewed as a key mechanism by which the Town, which did not exist at the time the community was created, would be able to acquire certain rights and property ownership that a governmental entity would be expected to possess. At other times, it has been cited by certain landowners as the reason development in the community has not moved forward.

The proposed changes to the Public Benefits Table appear extensive. While this may be the case, the changes can largely be placed into the following categories:

- Elimination of benefits that are no longer needed
- Recognition of changes since the drafting of the Comp Plan
- Revising triggers to more rationally relate to the public benefit received
- Incentivizing future development

The rationale for each change can be found in **Exhibit C**, which is a comparison of the current Public Benefits Table against the one proposed. **Exhibit D** contains all Public Benefit changes in the current draft of the Comp Plan.

**Exhibit A  
(Economic Development)**

**Exhibit B  
(Housing)**

**Exhibit C**  
**(Public Benefits Table Comparison)**

**Exhibit D**  
**(Public Benefits Table As Shown In Draft Comp Plan Amendment)**

## REVISIONS ON THIS PAGE

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to. Reflect the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

- ① Edit: Hot beds are now discussed within the larger Economic Development section. This hot beds page is replaced by a new Hot Beds section, see pages E-G for new content.

Intent: Replace/update photos in the Comprehensive Plan that are out of date, not relevant to the Plan topics or intent, or do not contribute to reflecting the diversity of our community.

- ② Edit: Update photos

# ① THE IMPORTANCE OF HOTBEDS FOR ENVISIONED ECONOMY VIBRANCY

One question that consistently came up during the creation of the Comprehensive Plan was, “why would we plan for more accommodations (i.e. hotbeds) when we already have so many rooms to fill?” The answer lies in Mountain Village’s long-term, big picture.

The Comprehensive Plan recognizes that the key to improved economic vitality is increased visitation: more people visiting more often, staying longer, spending more. Attracting these visitors will require coordinated efforts focused on destination marketing, group sales, and transportation (primarily airlift). Increased visitation can also be driven by an appropriately sized, well designed Telluride Conference Center. As these efforts yield success, occupancy statistics will improve and the need for additional visitor accommodations will become clearer. And just to be clear, if occupancy does not improve, the free market is unlikely to invest in new hotel projects.

In continuation, the Comprehensive Plan suggests the need to diversify the types of hotbed properties found in Mountain Village and broaden the resort’s appeal to a greater range of visitors. Mountain Village currently lacks a flagship hotel, such as a Marriott, Ritz-Carlton or Four Seasons. Looking at comparable communities such

as Teton Village, Wyoming, and Beaver Creek, Colorado, such well branded hotels have a tremendous appeal and are able to draw upon extensive marketing programs and dedicated clientele to attract visitors year-round. In addition, with its current hotbed capacity, Mountain Village is not able to provide the level of service for visitors that will be generated as a result of the improvements set forth in the Comprehensive Plan. As the town adds amenities and increases its marketing efforts for events and conferences, it will need additional rooms within short walking distance of key centers to serve its additional visitors. Moreover, Mountain Village needs to add hotbeds to create a vibrant community, which is fully explained in the Economic Development Element.

The Comprehensive Plan recognizes that the key to improved economic vitality is increased visitation: more people visiting more often, staying longer, spending more.

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①

# ECONOMIC DEVELOPMENT



② The economy of Mountain Village is ever-evolving. Just in the last half century, tourism, recreation and real estate have replaced agriculture and mining in the Telluride Region, leading to remarkable changes in demographics, social factors, land use and economics. The establishment of the Town of Mountain Village accelerated that transition and solidified the area as a world-renowned resort destination. Now with a solid economic foundation in tourism and real estate, town residents, business owners, property owners and employees are very interested in improving the tourism economy to create a more vibrant, sustainable, year-round community.

Early in the Comprehensive Plan process the Task Force was asked if Mountain Village should be a quiet bedroom community or an economically and socially vibrant community. The Task Force's unanimous response was the latter, and so the Mountain Village Vision truly expresses this desired future state. Town Council concurred with this approach by officially adopting the Mountain Village Vision in June 2009. Moreover, the results of the 2010 Mountain Village Community Survey showed that approximately 92% of the respondents favored a more vibrant Mountain Village Center.

## ③ ECONOMIC MODEL

The local economy in Mountain Village is

fueled by tourism, construction and real estate. As a resort community, Mountain Village is dependent on its retail, restaurant, entertainment and commercial enterprises to not only offer a quality off-mountain experience to guests, but also to provide employment to residents and the sales tax revenues needed to fund necessary public services and infrastructure. However, Mountain Village has a very seasonal economy. The four-month period of December through March generates approximately 65% of the total annual sales tax in town, and annual occupancy remains low at 38% due to poor visitation during the long shoulder seasons. As part of the Comprehensive Plan, a detailed economic inventory and analysis was conducted to explore how well the town is performing in terms of visitation, full-time residency, retail spending and accommodations, and how changes to land use would impact those metrics.

In 2006, Town Council created an Economic Task Force and engaged the consulting firm of Economic Planning System (EPS) to develop an Economic Sustainability Model (Economic Model) to reflect Mountain Village's economy. The Economic Model was developed with key stakeholder input including MTI, TMVOA and Mountain Village businesses. The purpose of the Economic Model is to document economic-based relationships in town, evaluate economic/fiscal impacts regarding land use and land use changes, and evaluate fiscal sustainability. Also, the

model specifically provides a quantification of detailed data that pertains to the town's economy, such as:

- Percent occupancy for each type of dwelling unit in the town (i.e. single-family, condominium, hotbed);
- Average spending amount per day broken out by the type of dwelling unit; and
- Sales expenditure patterns in the town versus Telluride or elsewhere that provide an understanding of sales tax "leakage".

Furthermore, the Economic Model has the following broad capabilities:

- Quantify the relationships among visitation, housing, accommodations, retail spending and airport utilization.
- Project the town's major revenue sources based on land use, such as sales tax, restaurant tax, lodging tax, property tax and the TMVOA RETA.
- Project an estimate of future visitation, hotbed occupancy, skier visits, and airport enplanements.
- Project retail space performance measures such as sales dollars per square foot.
- Evaluate the economic impacts of land use changes on the town's long-term fiscal health with a detailed analysis of retail/commercial supply and demand that gives guidance to the hotbed base needed to support existing, zoned and planned retail areas.

## REVISIONS ON THIS PAGE

Intent: Reorganize plan sections to improve hierarchy, navigability and organization. See revised Table of Contents on pages 2-3.

① Edit: Move Economic Development to be the third section in "Chapter 3: Roadmap to the Future".

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to. Reflect the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

② Edit: This introductory section is replaced by new text. See page A for replacement text.

Intent: Update Comprehensive Plan to reflect current conditions in 2021.

③ Edit: Revise this header to say "2011 Economic Model" with note below that says "Used in the development of the original Comprehensive Plan document."

## REVISIONS FOR PAGE 29

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to. Reflect the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

- ① Edit: This introductory section replaces page 29.

①

The economy of Mountain Village is ever-evolving. Just in the last half century, tourism, recreation, and real estate have replaced agriculture and mining in the Telluride Region, leading to remarkable changes in demographics, social factors, land use, and economics. The establishment of the Town of Mountain Village accelerated that transition and solidified the area as a world-renowned resort destination. Over the past decade, the economy of Mountain Village and the greater Telluride region has generally thrived, reaping the benefits of growing visitation and interest in the region as a destination.

With the disruptions from the COVID-19 pandemic in 2020, the tourism-driven economy faced serious challenges. While visitation recovered quickly, employment lagged, with businesses facing strong headwinds in the effort to attract labor. Despite modest success over the past

decade, brick-and-mortar retail has also faced recent challenges related to economic viability. Mountain Village has strengthened its economic position and done well in the past decade. Looking to the next decade, there are actions it should consider to further solidify its economic potentials, which are described in greater detail below.

This Comprehensive Plan amendment recognizes that mountain resort communities, like Mountain Village, are diversifying their economic drivers. As a comprehensive plan that is casting a vision for the future, it is important to emphasize that the community has a strong brand as a destination location across all seasons, not just winter. Several resort communities that have formerly been recognized as 'ski destinations' are broadening their economy, and Mountain Village will be well-served to move in that direction as well.

Throughout the Comprehensive Plan Amendment Process, town residents, business owners, and property owners have expressed the importance of sustaining a vibrant, year-round community in Mountain Village. The economic drivers in Mountain Village, including tourism, retail, and outdoor recreation, are regarded as ways to achieve greater community vibrancy. In establishing a common understanding of this, the following questions have been front and center: How can the comprehensive plan promote vibrancy with a focus on locals? How can the Comprehensive Plan balance the need for fiscal and economic health with preservation of community character? How can the Comprehensive Plan help ensure that the Mountain Village community is both a good place to live and a good place to work and/or run a business?

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# REVISIONS ON THIS PAGE

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to and update to reflect current conditions in 2021.

① Edit: Add new text about the updated economic model to say:

**“2021 ECONOMIC MODEL**

As part of the 2021 amendment process, the economic model was updated to reflect the recalibrated future hot bed count of 510 additional units (the midpoint of the ranges identified in the hot bed table in this section). The goal of this update is to estimate the economic impact of new hot bed development, and how this contributes to overall economic vitality. The addition of 510 hot bed units is estimated to result in \$6.5 million in additional Food and Beverage sales annually and \$7.0 million in additional General Retail sales annually. With the current stock of retail space, that would elevate sales per square foot from \$524 to \$700 for Food and Beverage and from \$391 to \$558 for General Retail. In terms of tax revenue, the additional 510 hot bed units are estimated to generate \$2.1 million in additional sales tax proceeds and \$1.3 million in additional lodging tax proceeds. In addition, with the average daily rate of hotels increasing, it is realistic that lodging tax revenue will grow at an even faster rate in the coming years.”

**ECONOMIC MODEL AT WORK**

Mountain Village used the Economic Model to analyze the impacts of the Comprehensive Plan, with the goal to create a plan that achieves the Local Economy Vision Statement and the overall Mountain Village Vision. Given the Economic Model’s robust capability to evaluate land use planning, it played an integral role in crafting the Comprehensive Plan. Particularly, the Economic Model was used to gauge the economic impacts of several land use scenarios that were generated by detailed parcel testing whereby specific areas of Mountain Village were evaluated for hotbed and recreational development, among other things, to achieve the Mountain Village Vision. For more information regarding parcel testing, refer to page 36. The act of parcel testing resulted in potential “buildout” numbers that estimated the total number of units for each land use designation in the town. This buildout analysis assumed that each parcel within a subarea would be built according to the estimated density shown by the parcel testing. This land use scenario is referred to as the “Subarea Plan Buildout”. Since it is highly unlikely that each subarea would be built out as parcel tested due to the big-picture nature of the analysis and individual parcel variables, the Subarea Plan Buildout numbers for each parcel were rated on the likelihood of development based on several variables, such as ownership

patterns, access and development constraints. A ranking of “very high”, “high”, “medium” or “low” was applied to each tested parcel. Percentages were then applied to each ranking, such as 90 percent for very high and 50 percent for medium rankings, with a new estimated density derived from the Subarea Plan Build Out numbers. This land use scenario is called the “Adjusted Subarea Plans”. The Subarea Plan Buildout and the Adjusted Subarea Plans scenarios were then input into the Economic Model to evaluate both scenarios and project a range of potential economic futures. The economic future of Mountain Village lies somewhere in between these two land use scenarios.

**ECONOMIC FINDINGS**

Research conducted by the town’s consultants found that Mountain Village’s economy is vulnerable. This is due to a combination of factors: a dispersed, inadequate hotbed base; annual occupancies that are lower than comparable ski resort communities; and a seasonal economy that has its high point centered on a relatively small number of days in the ski season and festival weekends.

As proof, Mountain Village’s average annual retail and restaurant sales per square foot are \$320. This is significantly lower than industry standards and

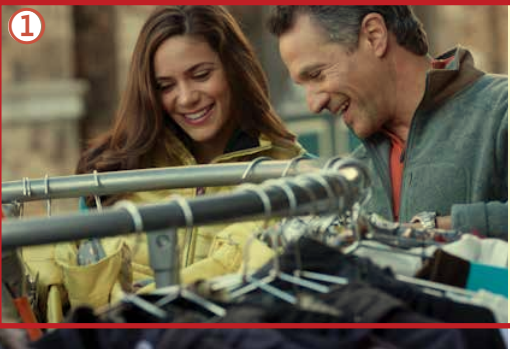
comparable resort communities. EPS found that the \$320 per square foot is skewed by a small number of ski/sport shops that achieve higher sales per square foot and that food and beverage sales are in the low \$200 per square foot range while other retail business sales are in the \$200- to \$300- per square foot range. As for Mountain Village’s peer ski resort community, they realize much higher averages per square foot.

- Aspen, Colorado: \$750 per square feet annually
- Beaver Creek: \$450- to \$600- per square feet annually
- Vail Village: \$600- to \$800- per square feet annually
- Whistler Village: \$650 per square feet annually

With average sales of \$320 per square foot annually, Mountain Village current retail and restaurant average sales are only 70% of the \$450 per square foot that is considered an acceptable minimum for a business to be viable. The \$450 per square foot minimum is roughly 65% of the \$600- to \$700- per square foot that will allow businesses to flourish and for the town to achieve the envisioned economic vibrancy. Refer to the Land Use Element, page 32, and other Comprehensive Plan elements to review economic development-related principles, policies and actions.

①





## REVISIONS ON THIS PAGE

Intent: Replace/update photos in the Comprehensive Plan that are out of date, not relevant to the Plan topics or intent, or do not contribute to reflecting the diversity of our community.

① Edit: Update photos

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to and update to reflect current conditions in 2021.

② Edit: Remove this table

② ~~Table 3. Economic Model Estimates for Subarea Plan Buildout and Adjusted Subareas Plans~~

<del>COMPREHENSIVE PLAN ECONOMIC GOALS</del>					
	<del>Mountain Village Current Conditions</del>	<del>Scenario 1: Subarea Plan Buildout*</del>	<del>Additional Economic Benefits to Current Conditions Under Scenario 1</del>	<del>Scenario 2: Adjusted Subarea Plans**</del>	<del>Additional Economic Benefits to Current Conditions Under Scenario 2</del>
Total dwelling units	3,132 units	4,907 units	1,775 units	4,182 units	1,050 units
Total hotbed units	836 units	2,164 units	2,164 units	1,715 units	879 units
Food, beverage, retail square feet in Mountain Village Center Part of Economic Vibrancy	75,339 square feet	130,229 square feet	54,890 square feet	112,532 square feet	37,193 square feet
Food, beverage, retail average annual sales per square foot viable businesses in Mountain Village Center	\$348 per square foot	\$647 per square foot	\$299 per square foot	\$621 per square foot	\$273 per square foot
Annual sales tax proceeds available to Town of Mountain Village mitigate dependence on property taxes to pay for services	\$2.7 million	\$7.8 million	\$5.1 million	\$6.4 million	\$3.7 million
Annual lodging and restaurant tax proceeds available for airline guarantees and marketing more flights and more occupancy	\$1.2 million	\$4.1 million	\$2.9 million	\$3.2 million	\$2 million
Average annual skier days impact of increase to be mitigated by TSG	497,000 skier days	692,000 skier days	195,000 skier days	622,000 skier days	125,000 skier days

~~\*The total number of units parcel tested and currently built and zoned in Mountain Village. Refer to Economic Model at Work, page 30, for more details on the Subarea Plan Buildout.~~

~~\*\*The total number of units in Mountain Village based on applying a likelihood of development rating to each parcel tested and a corresponding percentage. Refer to the Economic Model at Work, page 30, for more details on the Adjusted Subarea Plans.~~

# NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to. Reflect the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

① Edit: This hot beds section replaces page 28 and will occur within the larger Economic Development section.

② Edit: Add “Existing Hot Beds/Condos” table to better explain and benchmark existing conditions.

③ Edit: Add “High Priority Proposed Hot Bed Sites” table in Economic Development section rather than these designations living in the Subarea Plan development tables.

This table was created to accurately reflect where hot bed development is feasible. This is based on an evaluation by the Comprehensive Plan amendment project team and Town staff as to the feasibility and likelihood of hot bed development on a site-by-site basis. Factors used in that analysis included ownership, the status of entitlements, scale and size of site, location, and the ability to achieve critical mass and thus generate economic viability.

Details about intent behind changes to this table are provided on page “Q” and within the Subarea Plans.

④ Edit: Add “Other Potential Hot Bed Sites” table to show the most realistic lots that may possible be developed.

## ① HOT BEDS

The Comprehensive Plan recognizes hot beds as a key economic driver in Mountain Village, but in the context of a broader set of goals that include community quality of life and economic vitality. This Plan establishes a goal for new hot beds in Mountain Village, based on their importance as an economic driver. The target reflects the possible expansion of hot beds – it does not prescribe the outcome. Even with the guidance on hot bed development provided by this plan, other factors will ultimately determine the extent of hot bed development, including entitlements, market feasibility, and the characteristics of individual projects. The hot bed goal set in this section does not serve as an end in itself.

A central issue in the Plan is to provide direction on the optimal number of hot beds, or visitor accommodations, in the community. A question asked during the Comprehensive Plan review was, “why would we plan for more accommodations (i.e. hotbeds) when we already have so many rooms to fill?” The answer lies in the historic trends and in the long-term picture. Trends show significant increases in the utilization of the existing inventory, as measured both in occupancy rates and room rates. Mountain Village’s brand has strengthened as measured by both indices.

Looking to the future, the Comprehensive Plan suggests the need to diversify the types of hotbed properties found in Mountain Village and broaden the resort’s appeal to a greater range of visitors. Mountain Village expects to see a luxury flagship hotel in the near future based on recent land sales and stated expectations regarding the imminent entitlement process. Providing a targeted capacity that aligns with peer communities and is balanced relative to the permanent population are the guideposts used to frame future hotbed targets.

The Comprehensive Plan recognizes that a key driver of economic vitality In Mountain Village is visitation, which provides the dollars that flow through the local economy. Visitor accommodations, or hot beds, are essential to driving visitation and establishing economic vitality. Hot beds have consistently come up as a point of interest for residents, businesses, and other stakeholders in Mountain Village. They occupy a central role in the local economy, having direct linkages to retail viability, the local tax base, and ski resort success. At the same time, hot beds have a significant influence on community vibrancy and character, in ways that can be both positive and negative. The goal of the Comprehensive Plan Amendment process, as it relates to hot beds, has been to recognize the importance of hot beds in sustaining a healthy local economy, while also considering the constraints and implications of new hot bed development.

## ② Table: Existing Hot Beds/Condos

Parcel	Existing Hotbed Mix	Existing Warmbed* Units	Total Units
Parcel B, Lot 108 Shirana	0	5	5
Parcel, Lot E Le Chamonix	0	7	7
Parcel H Columbia Condos	0	8	8
Parcel I Village Creek	0	10	10
Parcel N, Lot 27A, Belvedere	0	29	29
Lot 159R: Bear Creek Lodge	36	51	87
Lot 43: Inn at Lost Creek	8	24	32
Lot 28: Lumiere	11	18	29
Lots 28, 50 15R: Madeline	96	63	159
Lot 1006R: Mountain Lodge	57	83	140
Lot 128: Peaks	174 <sup>1</sup>	24	198
Lot 42B: Blue Mesa Lodge	13	10	23
Lot 61C & 61D: Franz Klammer	0	63	63
<b>Total Existing Hot Beds</b>	<b>395</b>	<b>395</b>	<b>790</b>

Source: Town of Mountain Village

\*Warmbeds are lodge and condominium units

<sup>1</sup> Includes lodge and efficiency lodge units

## ③ Table: High Priority Proposed Hot Bed Sites

Parcel	Updated Targeted Hot Bed Mix	Targeted Hot Beds from 2011
<b>High Priority Hot Bed Sites</b>		
1) Parcel A-1 Lots 122,123,128, OS-1R1: Peaks North Peninsula	50-100	125
2) Parcel A-4 Lot 128: Telluride Conference Center Expansion	68	68
3) Lot 109 R	113	0
4) Parcel D: Pond Lots	60-71	71
5) Parcel F: Lot 161 CR	100-125	242
6) Parcel G: Gondola Station	75	127
<b>Council Proposed Target Range</b>	<b>466-552</b>	<b>1,128</b>
<b>Existing Hot Beds</b>	<b>790</b>	<b>790</b>
<b>Total</b>	<b>1,256-1,342</b>	<b>1,918</b>

Source: Town of Mountain Village, Economic & Planning Systems

## ④ Table: Other Potential Hot Bed Sites

Parcel	Updated Targeted Hot Bed Mix	Targeted Warm Bed Units	Total Target Units	Targeted Hot Beds from 2011
Parcel C-1: 89 Lot	0	39	39	79
Parcel K: Magic Carpet	115	15	130	51
Parcel O: TSG Clubhouse	51	7	58	115
Lot F: Town Hall Center	79	0	79	174
<b>Total</b>	<b>245</b>	<b>61</b>	<b>306</b>	<b>419</b>

Source: Town of Mountain Village, Economic & Planning Systems



②

### TARGETED HOT BEDS

**LEGEND**

- Town Boundary
- Streets
- Gondola & Chondola
- Comprehensive Plan Subarea

**High Priority Hot Bed Sites**

**Key:**

- 1:** Parcel A-1 Lots 122, 123, 128, OS-1R1: Peaks North Peninsula
- 2:** Parcel A-4 Lot 128: Telluride Conference Center Expansion
- 3:** Lot 109-R
- 4:** Parcel D: Pond Lots
- 5:** Parcel F: Lot 161 CR
- 6:** Parcel G: Gondola Station

## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to. Reflect the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

Hot beds are envisioned both inside and outside of the three Subareas. Adding this map outside of the Subarea Plans communicates that and provides information relevant to this section.

- ① Edit: This hot beds section (continued from previous page) **replaces page 28** and will occur within the larger Economic Development section.
- ② Edit: Add map of hot beds to more easily visualize which parcels are listed in the “Updated Target Hot Beds” column of the table on previous page.

① As the Town seeks to continue to support economic vibrancy, it will need to provide ways to expand the base of hot beds above the existing stock of 790. The former Comprehensive Plan identified a target future hot bed count of 1,918. Through a detailed analysis of sites, that number was determined to be untenable, and target future hot bed count was brought down to a range of 1,258 - 1,342.

The High Priority Proposed Hot Beds table on the previous page is not meant to be exclusive of other new opportunities for hot bed development, but rather to identify the most feasible locations based on current analysis. This table was determined through a detailed evaluation by the Comprehensive Plan Team (MIG, EPS, Mountain Village staff) as to the feasibility and likelihood of hot bed development on a site-by-site basis. Factors used in that analysis included ownership, the status of entitlements, scale and size of site, location, access, and the ability to achieve critical mass and thus generate economic viability. A map of these sites is provided on this page.

This evaluation was coupled with a comparison to the peer communities of Aspen, Crested Butte, and Sun Valley which are all destination mountain resort communities, with little day-usage. When looking at ratios of permanent population to visitor population, the data suggest that Mountain Village could expand its hotel inventory by another 466-552 units and remain within the balance between guests and locals. This is a relatively

simple metric, but provides a consideration as to the ceiling that maintains balance.

In arriving at 1,256 - 1,342 targeted future hot beds, the recommendation reflects the evaluation of sites and capacity, overlaid with the benchmark related to local/visitor balance. It is important to note that the Town will continue to require a rigorous review process for any development proposal. Moreover, various owners will have various levels of motivation to pursue development. Thus, not every site identified will come to fruition as a hotel development during the planning horizon of this plan.

Mountain Village occupies a unique position in the lodging market as a destination-driven place with a strong brand. While expanding the hot bed inventory is a worthwhile goal, Mountain Village needs to recognize the importance of room rate and occupancy in driving economic vitality. The lodging market in Mountain Village is well-positioned to make progress on increasing occupancy and sustaining high room rates, which if successful, will generate additional spending potential.

Council is prioritizing lots currently zoned for hot bed development in this plan. Once development of these targeted, high priority hot bed sites occur, Town Council may consider the lots listed in the “Other Potential Hot Bed Sites for development pending future proposals.

## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to. Reflect the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

① Edit: This hot beds section replaces page 28 and will occur within the larger Economic Development section.

② Edit: Add callout box to clearly identify count of dispersed short-term rentals.

①

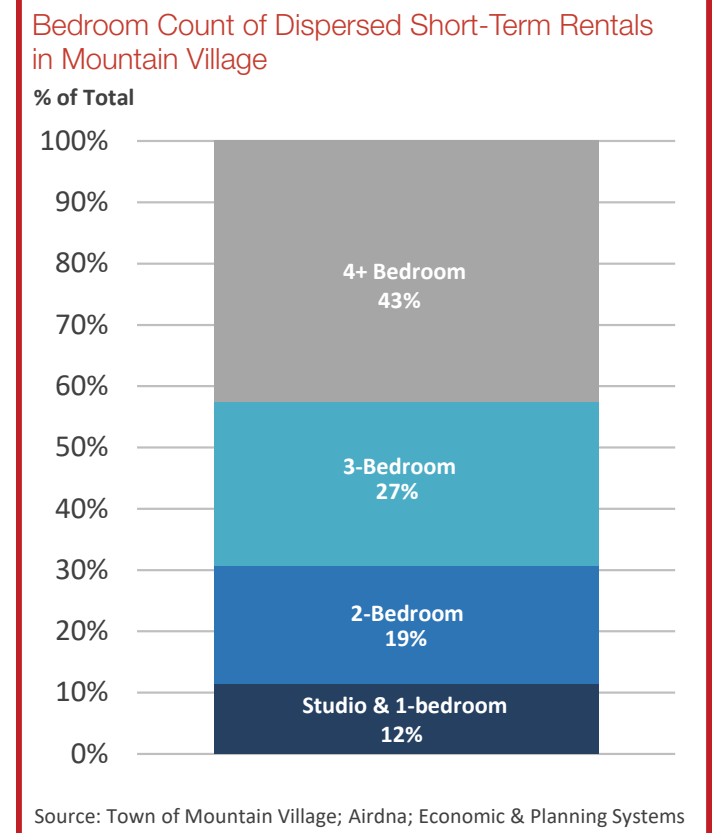
### DISPERSED HOT BEDS

In addition to hot beds within hotel units, there is an inventory of dispersed hot beds that is important to recognize. When the Comprehensive Plan was created in 2011, the market for visitor accommodations in Mountain Village had not experienced the breadth of the impact and growth in dispersed short-term rentals (DSTRs), which are guest rentals that are listed and rented through platforms such as Airbnb and Vrbo. Since 2011, this type of guest rental has expanded and evolved into a major segment of the market for visitor accommodations in Mountain Village, with guest rentals emerging in places where they previously had not existed, such as in single family homes.

As of 2021, Mountain Village has approximately 415 dispersed short-term rental units, comprising one-third of the overall bed base, and one-fifth of the overall housing stock. This type of accommodation does not occupy the same market position as traditional hot beds (i.e., hotels), given that it is unfixed and subject to removal from the lodging market per the discretion of the owner, or through local regulation. In this way, DSTRs are a less reliable component of the overall bed base than traditional hotels. DSTRs are nonetheless important, as they contribute to the overall critical mass needed to sustain economic vitality in Mountain Village and have become a preferred type of accommodation for certain segments of the market. DSTRs also differ from traditional hotels in the type of lodging experience they offer, as they typically provide guests with a lower level of service and a more private space suitable for larger groups. As shown in the figure to the right, 43% of DSTRs in Mountain Village have four or more bedrooms, and the overall DSTR inventory has an average bedroom count of 3.26, reflecting the fact that many DSTRs are located in homes and condos.

The expansion of the DSTR market has also elevated the need for the Town to identify ways to proactively manage the impacts of inventory, focusing on ways to reduce potential negative impacts to residents as well as the effects on the housing stock.

As of 2021, Mountain Village has approximately 415 dispersed short-term rental units. This is one-fifth of the overall housing stock. ②



### BENEFITS AND TRADEOFFS OF DISPERSED AND TRADITIONAL HOT BEDS

#### Dispersed Hot Beds

- Benefits
  - Expand the bed base but require no new development or investment
  - Owners in Mountain Village can generate revenue
  - The 'Sharing Economy' creates greater utilization of existing assets, which many see as a positive attribute.
- Tradeoffs
  - A less stable and less consistent component of the bed base
  - Have the potential to create nuisances for residents

#### Traditional Hot Beds (Hotel Rooms)

- Benefits
  - Consistent, long-term source of bed base, which sustains economic vitality
  - Well managed hotels provide consistent, reliable source of guest expenditure that supports local business
- Tradeoffs
  - Employees generate additional housing demand
  - Requires significant development and investment
  - The market for building traditional hot beds is challenging, and often requires the addition of for-sale condos to be feasible



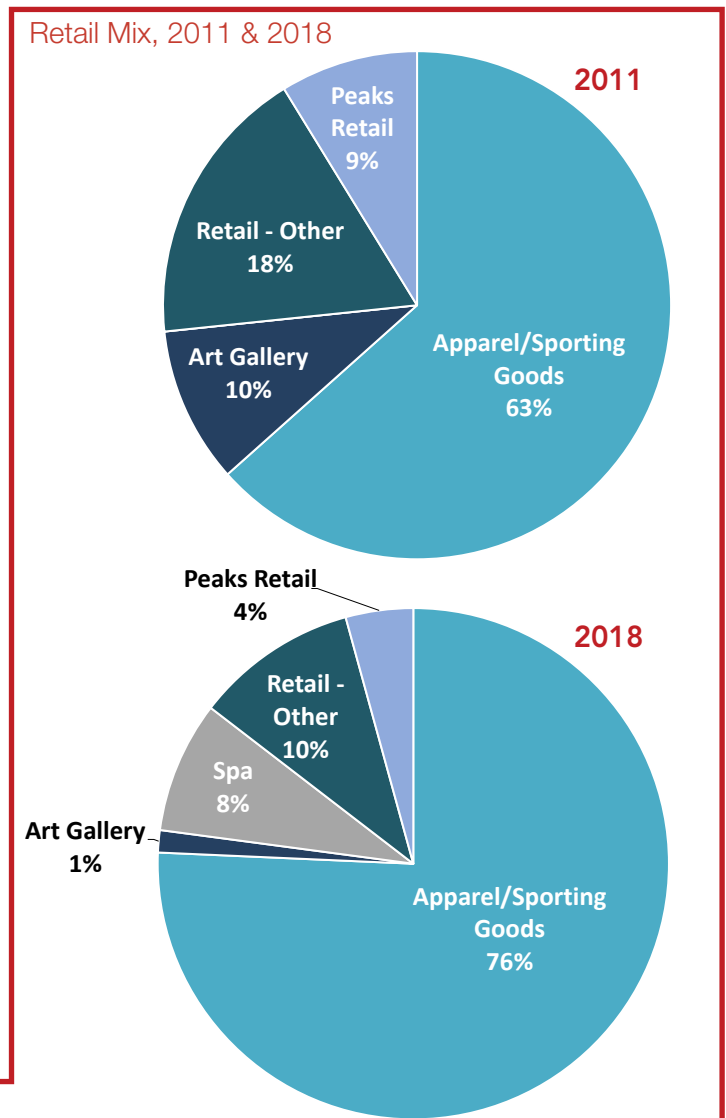
①

## RETAIL

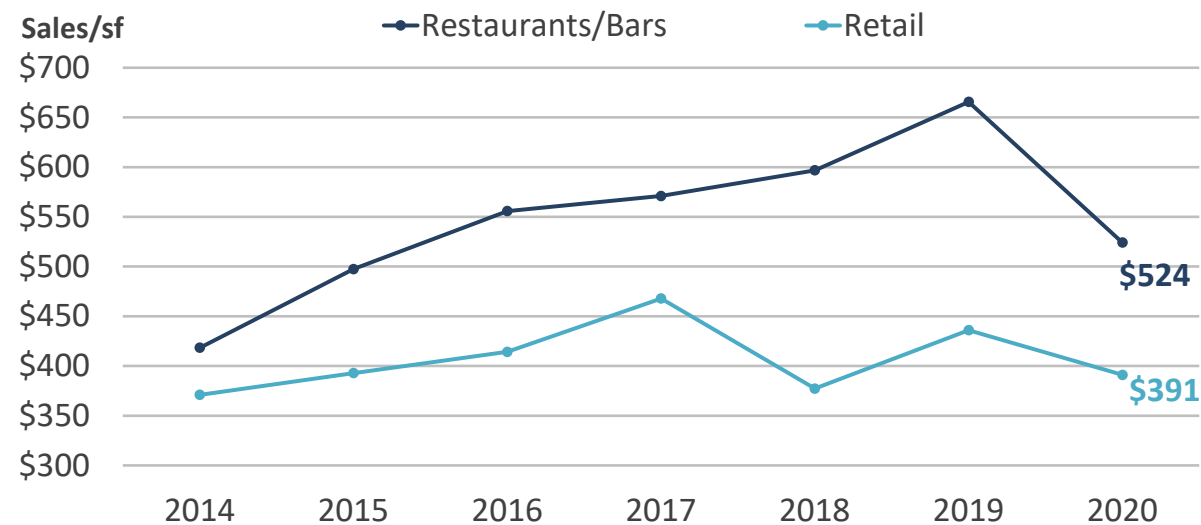
A strong base of retail is foundational to community and economic vibrancy in Mountain Village. Retail circulates dollars within the local economy and creates employment opportunities, while also providing residents and visitors alike with venues to experience the local community. Moreover, the presence of retail is essential to providing residents with a high quality of life. Throughout the amendment process, the community expressed an appetite for a larger base of locally focused and diverse retail establishments. An analysis of retail space in Mountain Village affirms this sentiment: Over three-quarters of retail space in Mountain Village is used for Apparel and Sporting Goods, up from 63% in 2011. This points to a lack of diversification in the Mountain Village retail mix, and to the predominance of a type of retail that is generally not considered to be locally focused.

While locally focused retail is desirable for both the economy and community, it faces challenges related to long-term viability in Mountain Village. Taxable sales for brick-and-mortar retail have stagnated, with recent overall taxable retail sales buoyed by e-commerce sales. Meanwhile, sales per square foot of Traditional Retail have been stagnant over the past several years, while sales per square foot for Restaurants and Bars has steadily grown, with the exception of the pandemic-induced contraction in 2020. Both local and national trends put local retail in a vulnerable position and its long-term sustainability will require creative approaches from local entities.

②



Sales per Square Foot, Mountain Village, 2014-2020



Data Sources: Town of Mountain Village, Economic & Planning Systems

## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Reflect the adjusted direction on hot beds that the 2021 amendment process has led to. Reflect the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

- ① Edit: This Retail section is a new section that follows the new hot bed section.
- ② Edit: Add corresponding charts and graphs to support retail narrative.

# NEW PAGE - ADDITIONS ON THIS PAGE

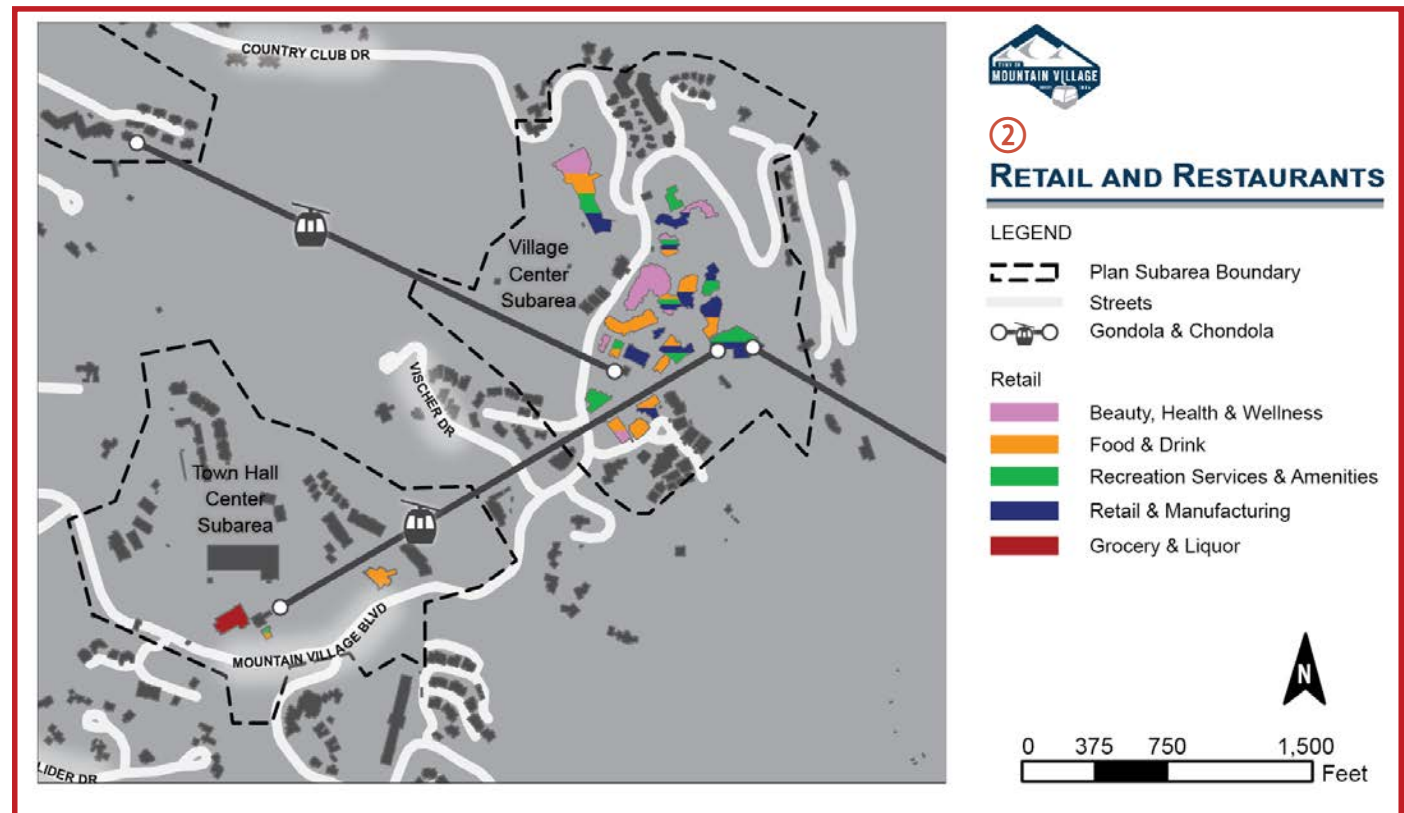
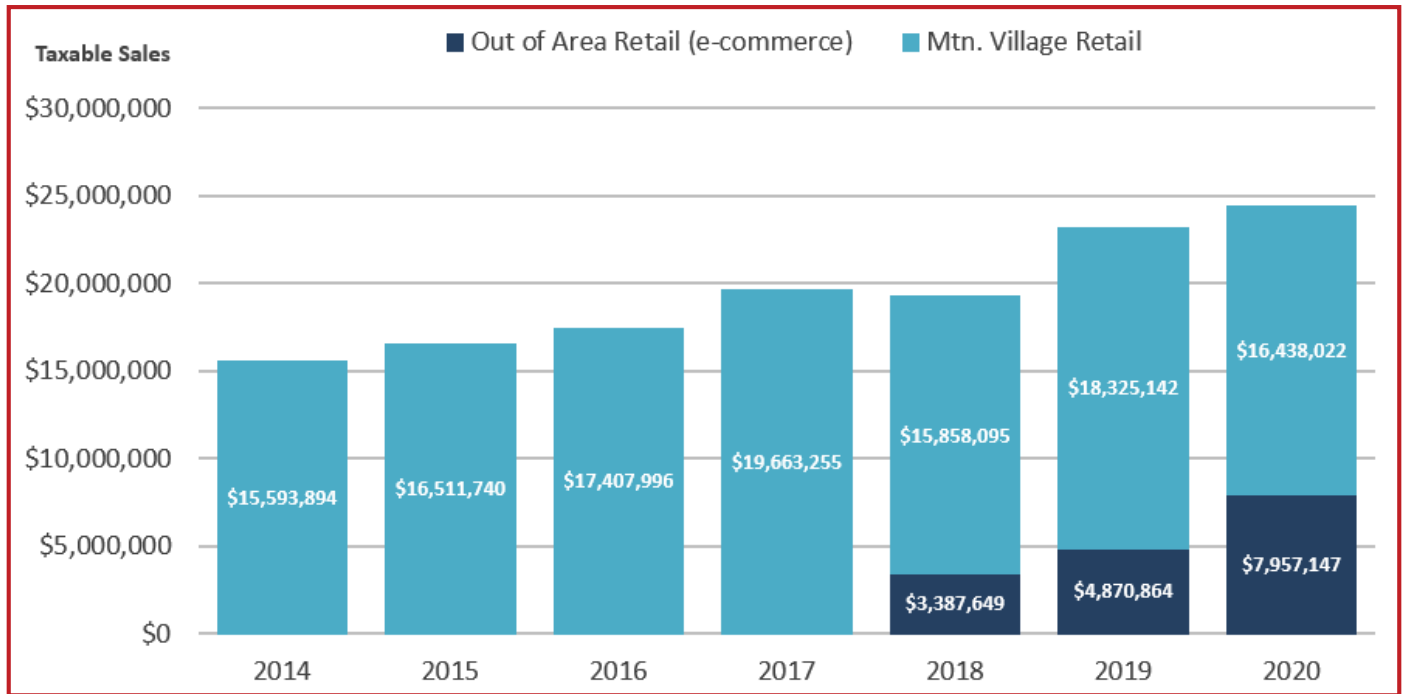
Intent: Reflect the adjusted direction on retail that the 2021 amendment process has led to. It also reflects the re-framing of economic development in the Comprehensive Plan, focusing on both hot beds and retail as economic drivers.

① Edit: Add Taxable Retail Sale chart to support retail narrative.

② Edit: Add map of Retail and Restaurant locations to more easily visualize geographic locations being discussed in the retail narrative.

①

Taxable Retail Sales, Mountain Village, 2014-2020



Data Sources: Town of Mountain Village, Economic & Planning Systems

①

## PARTNERSHIPS

The use of incentives and public-private partnerships is an approach that Mountain Village can take to catalyze desired forms of commercial expansion or development. Given the recent strong performance of lodging businesses, the Town should focus its lodging incentives on entitlements that provide market-based solutions to active feasibility, such as a sufficient number of on-site branded condominium residences that can be sold to reduce debt. Additional incentives should be provided judiciously. Retail, especially locally focused retail, is facing headwinds, and is in a position that warrants consideration of financial incentives and partnerships. It is recommended that the Town consider opportunities for these partnerships and philanthropic participation in supporting various development types. In Colorado, several tools are available at the municipal level to provide incentives and establish public-private partnerships. These include, but are not limited to:

- Telluride Mountain Village Owner's Association (TMVOA) – As a major owner of commercial property in Mountain Village, TMVOA is well-positioned to channel resources into supporting local retail businesses. The Village Market and Telluride Distillery are examples of locally-focused retail in which a partnership with TMVOA was needed to ensure long-term viability.
- Downtown Development Authority (DDA) - DDAs are established to promote development and redevelopment, and to finance improvements. Forming a DDA requires approval by a majority of electors residing, owning, or leasing property within a district. To generate DDA funding, a city or town can issue revenue bonds on behalf of the DDA as well as utilize TIF (both sales and property tax increments) to cover costs related to infrastructure and community benefits. The benefit of a DDA is that it can generate funds for public improvements, marketing, events, and anchor tenants that would otherwise not be available. The proceeds and corresponding improvements can catalyze development within the DDA contribute to the overall vibrancy of local retail.
- Urban Renewal Authority (URA) – A URA within a city or town can be created a project area that meets the state statute requirement for finding of blight. URAs can use tax increment financing (TIF) to pay for eligible redevelopment and public improvements. TIF redirects the incremental property taxes from willing taxing entities (such as municipal, county, school district, and any special districts) to a new development within a URA to pay for eligible expenses including costs for remediation and infrastructure.
- Business Improvement District (BID) – BIDs are districts formed to construct and maintain public improvements in established commercial areas and to provide additional services to businesses within the district. The goal is to enhance the quality of the commercial area and improve overall activity and vitality. Funding can be generated through a levy of ad valorem taxes or special assessments.
- General Improvement District (GID) – A GID is public infrastructure district that applies an additional property tax or assessment to a specific improvement area to pay for new public infrastructure and/or programs. It is commonly used to fund infrastructure facilities (such as roads, utilities, parking garages, pedestrian improvements, and/or storm water) in a defined district area.
- Philanthropic contributions – Given the level of interest and resources by individuals and organization in the Mountain Village community, there is the potential to direct philanthropic gifts into an organization that could manage it on behalf of the community, providing incentives to local business districts and/or individual business endeavors.

It is ultimately up to the Town to evaluate the incentives, partnerships, and financing tools that could be most effective in achieving its goals. It is recommended to establish a process to delineate needs, vet options, evaluate implementation logistics, and identify an entity that can support local business.

## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Include updated economic development considerations and opportunities.

- ① Edit: Add section on potential partnership opportunities.

# REVISIONS ON THIS PAGE

Intent: Replace/update photos in the Comprehensive Plan that are out of date, not relevant to the Plan topics or intent, or do not contribute to reflecting the diversity of our community.

① Edit: Update photo



## DEED RESTRICTED HOUSING ②

Resort communities across the globe suffer from a severe shortage of housing for the local workforce. As a resort becomes more successful and mature, the ~~local housing stock is increasingly purchased by second homeowners and~~ options for the local workforce become increasingly scarce and unaffordable so workers move out of the resort area. This phenomenon is often called the “hollowing out” of a community. The workforce that the community depends on to meet the customer-service needs of this world class resort cannot afford to live here and must commute long distances to get here, thus, adding financial burdens while increasing related emissions. The result is a highly unstable workforce that fails to provide the quality experience one expects. Worse, without a steady and stable full-time population, the community loses its soul.

③

Without a steady and stable full-time population, the community loses its soul.

Throughout the planning process there was much discussion over what the town’s role should be in enabling housing development for those who fill the high-impact jobs and live year-round in Mountain Village. There is no simple answer to this question, but certainly some thought provoking considerations.

④

The community learned from the Comparable Communities Study that having a healthy year-round population not only ensures that key jobs are filled with quality employees, but that it remains a vibrant town, and thus, adding to the visitor experience. Places like Whistler exemplify that philosophy. Visitors want to ride the gondola with a local to hear about the

mountain’s secret stash, or sit next to them at the bar to hear what it’s like to be lucky enough to live in the greatest place on earth. At the opposite end of the spectrum is the world’s most famous private ski resort, The Yellowstone Club in Montana. Its critics believe that it has struggled to survive largely because it is just too lonely - it has no soul. Visiting Mountain Village is a social experience and the town’s permanent population is essential to maintaining that. A plan that enables people to live closer to where they work can have one of the most significant positive impacts on a community’s sustainability, possibly more than any other strategy.

⑤

The original County PUD requires that 15% of the allowed person equivalent density in Mountain Village be developed as deed restricted units, with specific lots required to provide a set number of deed restricted units. This original deed restriction requirement carried over into the town’s zoning, with a detailed list of lots that must provide deed restricted housing. The deed restriction forces the dwelling unit to be occupied by a qualified employee, someone who works within the geographic boundaries of the Telluride R-1 School District. This requirement was put into place to ensure that a percentage of the workforce generated by Mountain Village development would live within town limits. This allows for reductions in traffic and regional sprawl and for the creation of a more active and vibrant community.

⑥

Deed restricted housing has been provided in Mountain Village through the following mechanisms:

1. Private development of deed restricted housing units either as a whole project (i.e. Parker Ridge and Coyote Court in Meadows) or

## REVISIONS ON THIS PAGE

Intent: Reorganize plan sections to improve hierarchy, navigability and organization. See revised Table of Contents on pages 2-3.

- ① Edit: Move Community Housing to be the second section in “**Chapter 3: Roadmap to the Future**”.

Intent: Revise section to be inclusive of other types of workforce housing.

- ② Edit: Revise title to: “**Community Housing**”
- ③ Edit: Remove text
- ④ Edit: Revise to say “**Although there are no simple answers to this question, this Plan provides thought provoking options.**”
- ⑤ Edit: Add text on Page BB
- ⑥ Edit: Add header: “**Deed Restricted Housing**” and move to Page 70

## REVISIONS FOR PAGE 69

Intent: Revise section to be inclusive of other types of workforce housing. Provide an update on current efforts.

Edit: Insert red text on this page into Page 69 at Edit #5.

From the town's initial Planned Unit Development through its Settlement Agreement with the County, the Mountain Village remains a leader as it relates to the existence, creation and development of affordable and attainable housing. The original PUD required that 15% of the population of the PUD be provided as community housing. This equates to about 401 community housing units. Today we have 542 built community housing units, 132 platted and unbuilt, in excess of the 15% requirement.

The Town of Mountain Village recognizes that with economic growth and as our community builds out, the ability to house our workforce is a critical element that supports expansion of services and tourist accommodations. Community housing along with transportation and childcare, are critical community needs that support our economic, tourist and accommodation aspirations. We believe a multi-faceted approach to increasing and diversifying community housing is vital no matter how small or great the effort.

In addition to our built and platted community housing, we have implemented other vital measures to achieve our community housing goals.

- We will be implementing an community housing mitigation methodology associated with new construction so that new development will mitigation the associated employees attributable to future development projects with town approvals.
- We created a housing department and are actively pursuing land acquisition, partnerships and development of community housing both within Mountain Village and the region.
- We continue to own and operate Village Apartments, a 222 unit rental apartment project so that we can maintain reasonable rental rates to support our workforce.
- We will actively encourage construction of community housing units.
- We will actively look for zoning opportunities to encourage community housing.

## ① THE ROLE OF DEED RESTRICTED HOUSING

Deed restricted housing is a central element to the community vibrancy and the economic viability of Mountain Village. Throughout the Comprehensive Plan Amendment process, residents and staff have expressed concern about the lack of housing attainable for local employees and about the additional demand that new development would create on an already tight and expensive housing market. Expanding the supply of housing is critical to the community, and the Town is committed increasing the supply through a variety of programs, investments, and developments.

In terms of a housing policy structure, the highest priority for the Town is to have housing constructed on the same site as future development, which applies to both commercial and residential projects. Second, the Town will promote solutions that generate funding and/or construction of new dwelling units that are located within the jurisdiction. As options within the Town become limited, it will seek regional housing solutions, recognizing that regional solutions are viable, due to the interconnected nature of the region as well as the very practical element of public transportation.

Deed restricted housing commitments are not new to the Town, as mitigation requirements have been integrated into the land use policies from its inception. Additionally, the Town has committed land and funding for projects that many local employees call home. The past contributions, while successful, are not enough to address the needs moving forward.

Looking forward, the Town will continue to refine the tools it has used historically to expand the housing inventory, that includes higher levels of funding commitments, land banking, public private partnerships, land use policy, and development mitigation standards that increase the net contribution towards housing from developers. The tools will be structured to reinforce the policy goals articulated above. Some of the specific mitigation tools that will be considered include constructing residential and commercial linkage program.

A linkage program involves determining employee generation rates. A strong linkage analysis requires documenting the impact of housing needs from employees that are, in fact, generated by new development. The methodology is documenting employment generation patterns by use type (commercial, lodging, and multifamily) and their

associated housing demands to establish a rational nexus and identify the proportions of employee housing demanded by an increment of commercial and multifamily residential development, providing the legal basis for the linkage program. In effect, the analysis seeks to:

- Estimate the number of jobs generated by commercial and residential development;
- Convert new jobs to new households and housing units;
- Determine household income levels based on expected wage levels;
- Estimate total housing demand based on job generation associated with new development.

Once the employee generation and mitigation rates are determined, there are a number of ways that community housing mitigation requirements can be met. These options are consistent with the larger priorities and include providing units onsite, providing units offsite, dedicating land, deed restricting existing units, or paying a fee-in-lieu of providing units. Cash is the last option, and the standards will be incentive to generate product as opposed to dollars. There is also a geographic component, as units may be provided in or out of the Town.

## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Update Plan to reflect efforts that have been achieved or are underway since 2008.

Revise section to be inclusive of other types of and approaches to community housing.

- ① Edit: Add principles and policies to guide other community housing techniques and initiatives outside of or in addition to deed restriction

# NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Update Plan to reflect efforts that have been achieved or are underway since 2008. Revise section to be inclusive of other types of and approaches to community housing.

- ① Edit: Add principles and policies to guide other community housing techniques and initiatives outside of or in addition to deed restriction

Intent: Expand emphasis on Community Housing.

- ② Edit: Add table of built and platted/unbuilt units.

## ① EXISTING DEVELOPMENT AND ZONING INCENTIVES

The town has a number of existing development and zoning incentives related to community housing including waived development fees, half-price tap fees, waived Real Estate Transfer Assessment (RETA), opportunity for waived Design Guidelines, permitted accessory dwelling unit (ADU) development, lack of zoning limitations, and more. The initiatives listed below were approved by the Town Council on Thursday, May 20, 2021. For more details, visit the Town's website.

### YOUR EQUITY SUPPORT DEED RESTRICTION PROGRAM

The 2011 Comprehensive Plan specifically identifies a deed restriction program as a strategy to maintain attainable market rate housing at affordable rates. The YES program aims to promote affordability, help permanent residents purchase a home in Mountain Village, and prioritizes expanding housing options for employees working in San Miguel County at least thirty hours a week. The program offers up to \$200,000 to interested homeowners in exchange for a deed restriction on their property. Currently, two-thirds of the full-time occupied housing units in Mountain Village are deed-restricted, the highest deed-restricted to free-market housing ratio in the region. However, the Town understands there is still more to be done to ensure anyone who wishes to make Mountain Village their home has the opportunity to do so.

### CDC AMENDMENTS

At the time of this 2021 Plan Amendment, the Town is continuing to find ways to maximize zoning incentives to further community housing options. These zoning incentives would be amendments to the CDC and potentially could include:

- Removing the “mother-in-law suite” definition and combine the definitions under Accessory Dwelling Units (ADUs). This would clarify that ADUs are permitted in detached condominiums and increase flexibility related to access and the allowance of a kitchen.

### COMMUNITY HOUSING DEPARTMENT

To adequately pursue these initiatives as well as maintain the robust community housing program already in place, a Community Housing Department is being formed with dedicated staffing to support the Community Housing Initiatives, Village Court Apartments, programs, policies, compliance and regulations for the Town of Mountain Village.

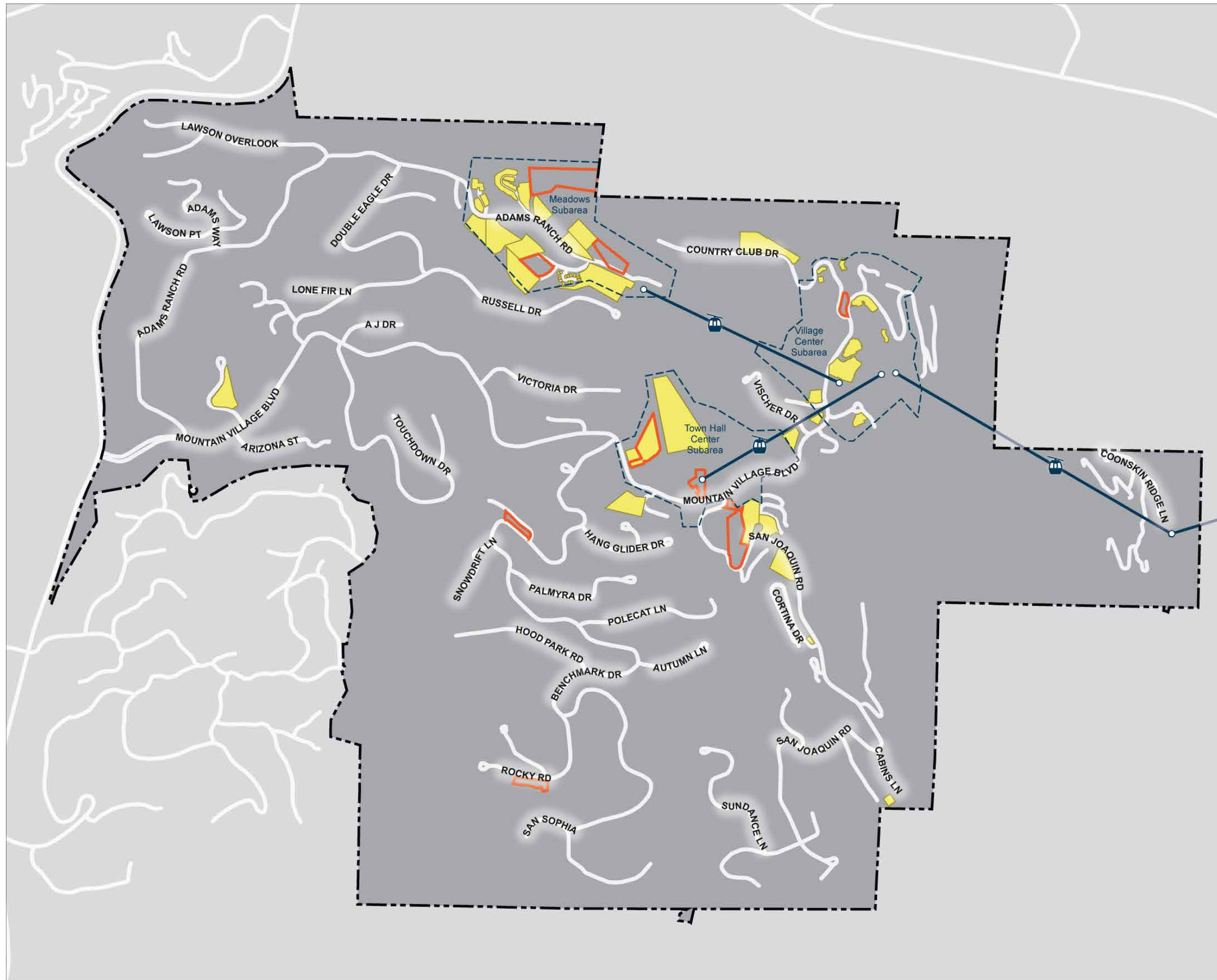
②

Table: Community Housing

Lot	Building	Built Units	Unbuilt /Platted
1005R	Village Center	30	8
159R	Bear Creek Lodge	2	0
640-DR	Spring Creek	13	0
645	Parker Ridge	18	0
640BR	Timberview	4	4
71R	LOT 71R	0	1
158R1	Tristant	1	0
123	LOT 123	0	1
639	Fairway Four	23	0
649R	Boulders	16	6
OS22R2	Coyote Court	10	0
82R1	See Forever	1	1
122	LOT 122	0	1
30	LOT 30	1	1
600A	Elkstone	1	0
726R1	Pennington	1	0
160R	MV Fire House	3	0
109R	LOT 109R	0	1
20	Castellina	1	0
644	LOT 644	0	41
647	Prospect Creek	14	0
165	Cortina	2	0
38-50-51R	Madeline	10	0
28	Lumiere	1	0
640A	Mountain View	30	0
640C	Northstar	3	0
SS165AB-R	Cassidy Ridge	3	0
166AR2 9	Stonegate	1	0
31	La Tramontana	2	0
61R	Franz Klammer	6	0
1001R	Village Center	192	49
OS35B	Big Billies	150	0
648AR	Prospect Plaza	5	0
126R	LOT 126R	0	22
<b>Total</b>		<b>544</b>	<b>136</b>
<b>Total Community Housing Units</b>		<b>680</b>	

Source: Town of Mountain Village





①

## COMMUNITY HOUSING

### LEGEND

- Town Boundary
- Streets
- Gondola & Chondola
- Comprehensive Plan Subarea

### Community Housing

- Potential Future Community Housing Site
- Built and Platted/Unbuilt Community Housing Site

## NEW PAGE: ADDITIONS ON THIS PAGE

Intent: Expand emphasis on Community Housing.

① Edit: Add map of existing and potential future community housing sites.



## REVISIONS ON THIS PAGE

Intent: Update Plan to reflect progress since 2008 (the CDC has now replaced the LUO).

- ① Edit: Change all instances of “LUO” to “CDC”

Intent: Update text to reflect current conditions and provide clarity when data reflects a certain point in time.

- ②, ④ Edit: Revise to say “Mountain View Apartments”

- ③ Edit: Revise to say “Approximately 2% of total inventory as of 2008.”

- ⑤ Edit: Revise to say “Mountain View Apartments is owned by TSG.”

- ⑥ Edit: Revise to say “Approximately 35% of total inventory as of 2008.”

- ⑦ Edit: Revise to say “Approximately 63% of total inventory as of 2008.”

Intent: Replace photos in the Comprehensive Plan that are out of date or not relevant to the Plan topics or intent.

- ⑧ Edit: Replace photo with Mountain Village residents in a common area of dormitory or rental housing complex or someone working at local business.



Historically, Mountain Village has been remarkably successful in realizing the development of deed restricted units with little or no taxpayer subsidization. The key to its success has been planning for and reserving land specifically for deed restricted housing and then encouraging free market development of such housing. Continuing this tradition, the Comprehensive Plan identifies key parcels (existing and new) of land for the future development of deed restricted units to help ensure a stable, competent, professional workforce

as a required number of deed restricted units as set forth by the town’s zoning that are integrated into a free-market project.

2. PUD agreements whereby housing mitigation is provided as the public benefit that in part allows for the consideration of variations to the specific requirements of the LUO. ①
3. Publicly backed debt for the development of Village Court Apartments, with rents historically covering operating expenses and paying off the debt over time.
4. Federal or state tax incentives for developing deed restricted housing (i.e. Telluride Apartments in Meadows). ②
5. Town subsidy of deed restricted housing where the town develops for-sale housing units and then sells them to qualified employees (i.e. Coyote Court in Meadows.)

has the opportunity to live locally while increasing economic vitality and creating a more sustainable community.

Deed restricted units in Mountain Village are classified and characterized as follows:

### DORMITORY:

- Shared living environment.
- Multiunit complex owned/managed by a single entity.
- Not for sale.
- Occupants tend to be seasonal and fairly transient.
- Big Billie’s Apartments is the prime example.
- May be subsidized through state and/or federal programs; no town subsidies.
- Approximately 2% of total inventory. ③

### RENTAL APARTMENT:

- Individual/family-living environment.
- Multiunit complex owned/managed by a single entity.
- Not for sale.
- Occupants tend to be less seasonal and/or transient than those in dormitory: many are permanent residents and eventually migrate into ownership situations elsewhere.
- Village Court Apartments (VCA) and Telluride Apartments are prime examples. ④
- VCA is owned/managed by the town. Construction was funded through bonds that are taxpayer guaranteed,

but VCA generates sufficient net operating income to cover operating expenses and service debt so the town does not subsidize VCA.

- Telluride Apartments (now closed) is privately owned and United States Department of Agriculture-subsidized. ⑤
- Approximately 35% of total inventory. ⑥

### FREE-MARKET DEED RESTRICTED UNITS:

- Individual/family-living environment.
- Individually-owned (often owner-occupied, but may be owned by a landlord and rented).
- For sale on the open market.
- No financial means-testing, price caps, or lottery system involved (except as noted below).
- Condominium apartment complexes include Parker Ridge, Outlaws, Prospect Plaza, and Prospect Creek.
- Townhome/duplex complexes include North Star, Fairway Four and Coyote Court.
- Mitigation units include units in Franz Klammer, Hotel Madeline, See Forever Village, Castellina and Cassidy Ridge.
- Free-standing subdivisions include Boulders, Spring Creek, and Timberview.
- No Town of Mountain Village subsidization involved (other than Coyote Court); pay property taxes the same as free-market homes (although exempt from the TMVOA RETA).
- Approximately 63% of total inventory. ⑦

I. **Mountain Village strives to infuse vibrancy into the town by providing a broad spectrum of affordable, high quality, rental and for-sale deed restricted housing to include housing for employees as an integral part of hotbed development, which is essential to Mountain Village's economy and sustainability. Mountain Village strives to be as equally successful in the provision of deed restricted housing over the next 30 years as Mountain Village has been for the last 30 years.**

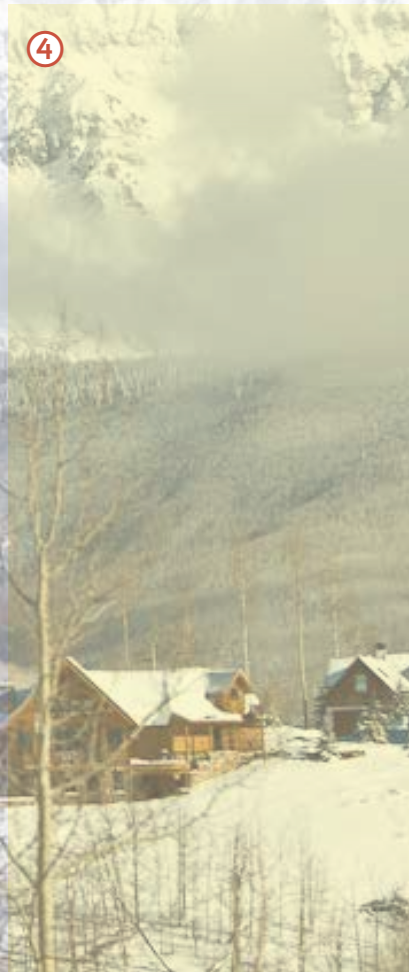
- A. Strive to provide deed restricted housing for 2,408 person equivalent, which represents 30% of the 8,027 person equivalent density permitted in Mountain Village.
- B. Develop a program to identify and bank land for deed restricted housing, with the goal of facilitating the private, free-market housing development on banked land.
- C. Create deed restricted housing regulations that implement the Comprehensive Plan.

- ① 1. Such regulations may address the establishment of a town policy regarding the amount of housing mitigation, the provision of housing mitigation, housing needs, employee generation, the mix of housing, and other similar housing policies.
- 2. Require dorm units as outlined in the Land Use Element, page 32.
- 3. Evaluate the possibility of creating a new person equivalent percentage as a target for the provision of additional deed restricted housing units per the LUO.
  - a. The deed restricted housing sites identified in the Comprehensive Plan have been shown to create new housing for approximately 30% of the person equivalent density.
- 4. Clean up the current deed restricted housing

- ② requirements per the LUO and town-associated deed restrictions to make them clear, consistent and in conformance with the policies of the Comprehensive Plan.
- 5. Allow for a payment in-lieu to the town for certain projects that must provide housing.
- 6. Consider establishing maximum homeowner association dues that can be paid by the owner of a deed restricted unit that is integrated into a free-market project to ensure affordability.
- 7. Create a clear housing policy that establishes the preferred funding source for the development of housing, which is the private sector with limited taxpayer dollars used to subsidize deed restricted units.
- D. Identify funding sources for a housing program, especially

funding to purchase deed restricted housing units, that are in the foreclosure process to ensure housing is not lost to the free market.

- E. Cooperate with the Town of Telluride and San Miguel County to provide deed restricted housing construction.
- ③ 1. Allow housing to be developed in the Telluride Region, but outside the corporate limits of Mountain Village, that are linked to the town by mass transit systems.
- F. Encourage the provision of secondary dwelling units for deed restricted housing on single-family lots (i.e. caretaker units) by the creation of incentives, such as water and sewer tap waivers and other fee waivers.
- G. Develop strategies to ensure Village Court Apartments are economically sustainable.



## REVISIONS ON THIS PAGE

Intent: Maintain regulatory clarity by limiting the Plan to contain qualitative objectives and avoiding language that implies enforceability of items in the Plan.

- ①, ②, ③ Edit: Move to Appendix B: Implementation Strategies.

Intent: To highlight the value in pairing workforce supportive services with an increase in community-focused housing.

- ④ Edit: Add a callout box that includes the following: **Workforce Support Programs**

In order to better support employees in the community, certain initiatives can be pursued that can connect the town's workforce to a set of resources that will increase their ability to maximize their quality of life. Such resources may include:

- Educational and job training opportunities
- Career counseling
- Regional transportation passes and first-and-final mile transportation assistance
- Financial assistance for additional barriers to employment (i.e. uniforms, licenses, etc.)
- Assistance with employment applications and interview coaching
- Resume guidance
- Employment referrals and recruiting services
- Networking events and job fairs
- Access to a local job board
- Tax credit assistance and training reimbursement for employers

Strategic partnerships may be considered to help organize and better facilitate access to valuable resources such as these."

# NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Update Plan to reflect efforts that have been achieved or are underway since 2008. Revise section to be inclusive of other types of and approaches to community housing.

- ① Edit: Add information about ongoing Community Housing Mitigation Methodology

## ① COMMUNITY HOUSING MITIGATION METHODOLOGY

Based on the direction from the Town Council during the Comprehensive Plan update, Community Housing has been elevated as a critical focus of the Plan. Community Housing directly correlates to the breadth of local residents who can live within Mountain Village, with benefits that include community vibrancy and economic vitality. Establishing ways to maintain and increase the level of Community Housing is one of the most impactful investments Mountain Village can make, providing returns to the community for decades to come.

As shown below in the graphic depicting a three-pronged housing strategy, the Town should pursue Funding, Production, and Programs to expand the housing inventory. Each of these efforts will complement the others. Securing funding will provide the Town with the resources to carry out production efforts and to expand the scope and efficacy of housing programs. Some of these efforts will be adopted in the short-term, while others set the framework for implementation over the next decade.

A central part of Community Housing is affordable housing mitigation. This approach seeks to determine the additional housing demand generated by new commercial and residential development, and to require that new development offset this impact either through fees or affordable housing set-asides. The diagram below illustrates the methodology behind affordable housing mitigation.

Mountain Village Housing Strategy		
Funding	Production	Programs
Fees from development mitigation	Evaluate Town owned parcels for small infill housing development	Consider providing incentives to lease to locals, using rooms/units that would otherwise be vacant
Fees from Short Term Rental employment impacts	Expand existing local housing developments, by increasing density, limiting parking, or other innovative measures	Initiate/expand ADU program, with funding incentives
Consider partnerships with other governing bodies for revenue share	Land Bank sites in the region for future housing development	Downpayment assistance for locals
General Fund Set-aside	Consider regional efforts to construct housing outside Mountain Village, but on regional transportation routes	Buy down existing units, with tailored deed restrictions related to employment, AML, and occupancy
	Look for innovative ways to increase the owner and rental housing stock	Review Density Bank for affordable housing opportunity
		Consider forming a housing trust to leverage investment over time
		Refine deed restrictions

## What is the impact of **new housing and commercial development** on the need for **local employee housing**?

### Residential



What type of housing is being built, and how much do households buying that housing earn?



How is that income spent throughout the economy?



How many jobs are generated from that spending?



How much do these new employees earn?



How many units of employee housing are needed?



What is the gap between the housing market and employee affordability?



What residential linkage fee will fill this gap?

### Commercial

What type of commercial development is being built?



How many jobs are generated from that development?



How much do these new employees earn?



How many units of employee housing are needed?



What is the gap between the housing market and employee affordability?



What residential linkage fee will fill this gap?

## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Update Plan to reflect efforts that have been achieved or are underway since 2008. Revise section to be inclusive of other types of and approaches to community housing.

① Edit: Add information about ongoing Community Housing Mitigation Methodology

Public benefits table: Draft Amended Comprehensive Plan

PROPOSED PUBLIC BENEFIT	PROPOSED TIMING TRIGGER	Rationale For Change
<del>1. Provision of hotbeds.</del>	<del>Concurrent with the development of each parcel identified for hotbed development per the Subarea Plans' Development Program Tables.</del>	Hotbeds are beneficial to the Town, but do not fit the definition of public benefit
21. Telluride Ski & Golf or successors in interest (TSG), conveys Parcel J <del>Recreation Center/Multipurpose Facility</del> <u>Active Open Space Parcel</u> in the Mountain Village Center Subarea to the Town of Mountain Village (TOMV). TSG vacates any easements and interest it holds on Parcel J <del>Recreation Center/Multipurpose Facility, such as the Peaks Easement as needed.</del>	Concurrent with the <del>first rezoning or PUD on TSG open space for hotbed development as envisioned by redevelopment of the</del> <u>Comprehensive Plan Peaks (Lot 128) Lot 122, 123 and/or OS 1R2.</u>	Reflect current conditions and to encourage development.
32. TSG provides any needed easements from current <u>or proposed</u> public pedestrian paths <u>or multi-use trails in the</u> in the Mountain Village Center to Parcel J <del>Recreation Center/Multipurpose Facility</del> <u>Open Active Space Parcel.</u>	Concurrent with the <del>dedication</del> <u>conveyance</u> of Parcel J <del>Recreation Center/Multipurpose Facility</del> <u>Active Open Space Parcel</u> <u>and as required above developed.</u>	Tie conveyance to easements to conveyance of Parcel J
43. TSG conveys perpetual trail easements or land conveyance to the TOMV for <del>a</del> <u>TOMV maintained</u> existing and proposed trails as shown <del>on</del> <u>in</u> the <del>then-current</del> <u>Potential Recreation Projects Trails Master</u> Plan that are located on TSG open space or TSG lots.	Concurrent with <u>any redevelopment by TSG within</u> the <del>first rezoning or PUD on TSG open space for hotbed development as envisioned by associated subarea</del> <u>the Comprehensive Plan trails are located.</u>	Reflect changes since 2011 and to encourage development.
5. TSG conveys land area in civic land use polygon south of the TSG Shops on upper San Joaquin Road to the TOMV as shown on Land Use Plan Map.	Concurrent with the <del>first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</del>	Reflect changes since 2011
6. TSG conveys easements and/or land for Parcel G Municipal Facility in the Town Hall Center Subarea under the Village Bypass ski run to the TOMV.	Concurrent with the <del>rezoning or subdivision of Parcel F Town Hall East in the Town Hall Center Subarea.</del>	Reflect changes since 2011
7. TSG conveys land it owns within Town Hall Center, Parcel D Town Hall Center, to the TOMV and, if needed, an easement for a	Concurrent with the <del>rezoning or subdivision of Parcel F Town Hall East in the Town Hall Center Subarea.</del>	Reflect changes since 2011

<del>helicopter landing area on the Double Cabin ski run.</del>		
84. TSG will convey all TSG open space land to the TOMV that is designated on the Land Use Plan Map as Passive Open Space or as Resource Conservation Active Open Space.	Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.	
95. TOMV rezones TSG open space to limit currently allowed uses consistent with the six-open space classifications shown on the Land Use Plan Map.	Prior to or concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.	
106. Permanently eliminate any TSG parking agreements related to the Gondola Parking Garage, Meadows Run Parking lot, and any other parking location in the town to allow the TOMV to manage these public parking areas.	Concurrent with the <del>first rezoning or PUD on any TSG open space for hotbed development as envisioned by property, successors or assigned properties, with redevelopment within the Comprehensive Plan associated subarea.</del>	Remove to encourage development.
<del>11. Eliminate TSG Gorrone water credit, and pay the full and current town water rates for all snowmaking water with the town.</del>	<del>Concurrent with the development of Parcel F 161-CR of the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	Staff is still determining the status of this item
<del>12. The owner of Parcel F 161-CR in the Mountain Village Center Subarea provides utility, vehicular access, and other needed infrastructure easement through Parcel F 161-CR to Parcel G Gondola Station.</del>	<del>Concurrent with the development of Parcel F 161-CR of the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	TSG had indicated benefit was no
<del>13. TSG to provide utility, vehicular access and other needed infrastructure easement through Parcel D Pond Lots and Parcel G Gondola Station to Parcel F Lot 161-CR to facilitate vehicular access at a lower grade, with the goal of keeping the Gondola Plaza at one</del>	<del>Concurrent with the development of Parcel D Pond Lots in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that</del>	No longer deemed top priority.

level grade as it is extended into Parcel F Lot 161-CR.	requires general conformance with the Comprehensive Plan.	
<del>14. TSG to provide utility, vehicular access and other needed infrastructure easement through Parcel D Pond Lots to Parcel E Le Chamonix to facilitate vehicular access to Parcel E Le Chamonix.</del>	<del>Concurrent with the development of Parcel D Pond Lots in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	Removed as Le Chamonix is unlikely to be redeveloped for hotbeds, but recognize that access to Le Chamonix needs to be maintained.
<del>157. Parcel F Lot 161-CR owner evaluates the technical feasibility of establishing a public loading dock and trash collection facility. If a public loading dock and trash collection facility is feasible, as determined by the town, Parcel F Lot 161-CR owner shall construct such facility and provide necessary delivery/access easements to and from the town's plaza areas, back of house access for gondola maintenance and repair, and other identified town related community infrastructure that may be needed to cooperatively access and manage the Gondola and Village Center public spaces in cooperation with development of 161-CR.</del>	<del>Concurrent with development of Parcel F 161-CR in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	Make trigger congruent with benefit, and reflect current community needs.
<del>16. TSG conveys public pedestrian easements from the Gondola Plaza on Parcel G Gondola Station to The Beach and Heritage Plaza and Parcel F Lot 161-CR.</del>	<del>Concurrent with the development of Parcel G Gondola Station in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	Staff now recommends keeping.
<del>17. Provision of an enhanced riparian area along the west side of Parcel D Pond Lots and Parcel E Le Chamonix, and the east side of Parcel D Pond Lots with additional riparian planting, a footpath, benches and water features, with such stream lined to the pond to prevent groundwater</del>	<del>Concurrent with the development of the Parcel D Pond Lots, Parcel E Le Chamonix, or Parcel F Lot 161-CR of the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application for such parcels that require general</del>	Not required for the table, but a general principle for this parcel.



<del>encroachment in Mountain Village Center. Create more natural creek drainage and a bridge north of Centrum at pond outlet.</del>	<del>conformance with the Comprehensive Plan.</del>	
18. TSG conveys land area in Parcel A-4 Telluride Conference Center Expansion to the TOMV to expand the Telluride Conference Center per the Mountain Village Center Subarea Plan. <u>Hot bed expansion may be considered here so long as a portion of the expanded development on A-4 is used for community facility/conference center use.</u>	Concurrent with any rezoning application for Parcel K Meadows Magic Carpet in the Mountain Village Center Subarea. <u>or a development application on Lot 128.</u> This condition becomes moot should the Telluride Conference Center Expansion already have happened and if necessary easements or other require property interests have been obtained.	Reflect priority of hotbed development on A-4.
<del>19. TSG provides necessary easements to and from sites or easements to be conveyed to the TOMV as required by the Public Benefits Table.</del>	<del>Concurrent with the required land or easement conveyance.</del>	Not needed in this table.
<del>20. Developer of Parcel A-4 Telluride Conference Center Expansion will daylight Gorrone Creek and create an enhanced riparian stream/water feature around the site, lining such stream to prevent additional groundwater encroachment.</del>	<del>Concurrent with the development of Parcel A-4 Telluride Conference Center Expansion.</del>	Reflect changes since 2011.
<del>218.</del> TSG conveys easement to the TOMV for the paved trail to Mountain Village Center as a non-motorized pathway to Country Club Drive as shown <del>on</del> <u>in</u> the <u>Potential Recreation Projects Trails Master Plan.</u>	Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.	Reflect changes since 2011
<del>229.</del> TSG <del>conveys</del> <u>develops and constructs</u> Parcel D Lot 651-A in the Meadows Subarea <del>to the TOMV</del> for <u>primarily</u> deed restricted housing. <u>Public private partnerships are encouraged.</u>	Concurrent with the TOMV decision to redevelop Parcel C Lot 644 in the Meadows Subarea. <u>Conveyance of the meadows Park and year-round gondola operation is required with development</u>	Reflect needed transportation alternatives in the Meadows.
<del>23.</del> <del>10.</del> TSG conveys public easements <u>(or similar legal instrument agreed to by both parties)</u> to the TOMV for a new pulse gondola, tramway or other	Concurrent with the redevelopment of Parcel E Big Billie's Apartments in the Meadows Subarea into a hotbed site. <u>development of 651-A, or any TSG owned open space in</u>	Reflect needed transportation alternatives in the Meadows.

<p>similar mass transit system on either: (i) the west side of Chair 10 from the base of Chair 10 to close proximity to Town Hall Plaza; or (ii) <del>the existing chondola or new tramway to the north of such chondola from the base terminal to the top terminal facility in the Mountain Village Center Subarea.</del> Necessary public easements will be provided to and from the terminal facilities to adjoining public spaces and/or right-of-way.</p>	<p><u>the Meadows Subarea. Trigger by development of or transfer or sale of the TSG owned properties in the Meadow Subarea.</u></p>	
<p><del>24. TSG conveys required land or permanent exclusive easements (as required by the town) for the construction of gondola cabin storage buildings at Station St. Sophia and Station Village Parking.</del></p>	<p><del>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</del></p>	<p>Reflect changes since 2011</p>
<p><del>25. TSG conveys perpetual easements for the recreation activities and facilities outlined on the Potential Recreation Projects Plan.</del></p>	<p><del>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</del></p>	<p>Reflect changes since 2011</p>
<p><del>2611.</del> Ski Area Capacity Improvements: TSG provides its ski area master plan for Town Council review and approval that includes all necessary ski area infrastructure improvements to maintain the skier experience along with proposed timing triggers for such improvements. Such ski area improvements to maintain the skier experience may be connected to any upzoning of open space for hotbed development to ensure improvements are installed or completed concurrent or prior to such hotbed development being occupied.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan. Timing and triggers to be developed concurrent with the creation of the first PUD agreement or other agreement associated with the first rezoning of TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>	
<p><del>27121.</del> TSG conveys the amount of land necessary for the envisioned community park adjacent to <u>Telluride Parcel G Mountain View Apartments.</u></p>	<p>Concurrent with <del>the first rezoning or PUD on TSG open space for hotbed</del>any development as envisioned, <u>redevelopment, or land conveyance or transfer of land currently owned by TSG in the</u></p>	<p>Remove to encourage development, but emphasize importance of park to Meadows.</p>

	Comprehensive Plan-Meadows Subarea.	
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## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Combine Plan chapters to improve hierarchy, navigability and organization. See revised Table of Contents on pages 2-3.

- ① Edit: Revise title to be Chapter title (larger header style) and move to current, newly added, spread: **Chapter 4: Public Benefits**

# ① CHAPTER 4: PUBLIC BENEFITS

- ② **P**ublic Benefits are infrastructure improvements, service enhancements, and amenities that contribute to the wellbeing of the community. These projects can be both public or private, but are often built as part of development agreements. This section outlines public benefits in two categories: 1. Infrastructure improvements and amenities desired by the community per Subarea, and 2. Location-specific benefits that should occur based on certain development and timing triggers, as found in the Public Benefits Table.

The Mountain Village community, through both an online survey and a community open house in Spring and Summer of 2021, identified their top desired amenities that would most benefit the public in each of the three Subareas. Although they are organized by Subarea, these benefits each provide

a larger community benefit and should be considered throughout the community, as feasible. The Town of Mountain Village may consider developing a bonus table or similar tool within the CDC to incentivize private development or contributions to the amenities and improvements listed on the next page.

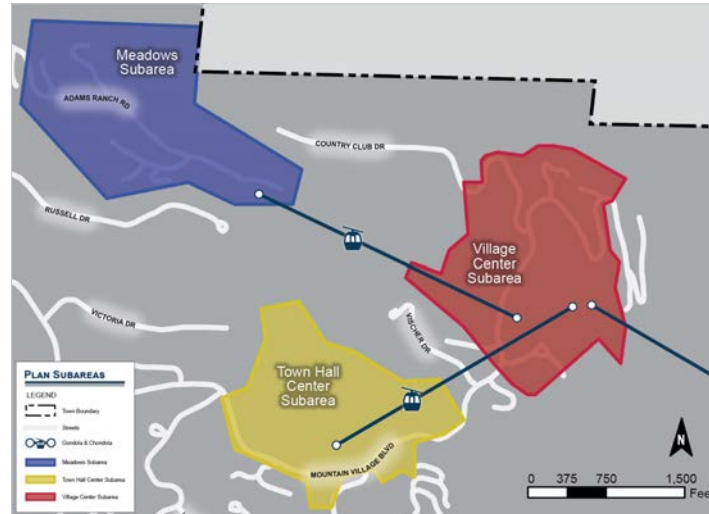
In addition to realizing the community's desired public benefits through development and infrastructure investment, the Town of Mountain Village may be uniquely positioned to pursue philanthropic partnership opportunities to help realize some of those community-serving benefits. Potential philanthropists - whether those are long-term or seasonal residents, frequent visitors, or first-timers to Mountain Village and the region - who may want to make a lasting investment in the Mountain Village community should work closely with

Town Staff to identify opportunities to help achieve the specific public benefits included in this Plan. Creativity in realizing those public benefits should be encouraged, including the identification of opportunities to achieve various phases of implementation independently over time, as necessary.

The public benefits listed in connection with a particular property do not represent a comprehensive list of all public benefits that a owner must provide or Council must require as a condition of approval. Council may, in its discretion, include or exclude any public benefit listed, and Council may further require additional public benefits listed in light of the proposed development. A list of general public benefit categories can be found in the Planned Unit Development Section of the CDC.

# ① DESIRED AMENITIES

The following are the top three public benefits selected by the community for each of the three Mountain Village Subareas. These should be considered priorities for public investment within the Subareas and throughout Mountain Village and could be encouraged through use of a bonus table or a similar tool in the CDC. Beyond these top three, other benefits that scored consistently high and should be considered for the community include: New and improved bike routes and facilities; parks and recreation amenities; and enhanced public and private transportation. Benefits frequently written in for the “other” category included medical facilities, pharmacy, and employee housing.



## NEW PAGE - ADDITIONS ON THIS PAGE

Intent: Add a broadened definition of public benefits and include more amenities desired by the community in the Town Subareas.

- ① Edit: New page added to speak to Public Benefits more generally, include community input, and provide additional benefits that are desirable outside of the specificity of the Public Benefits Table.

Intent: Add photos that are relevant to new content within the Comprehensive Plan.

- ② Edit: Change these photos for photos of the Subareas.

### VILLAGE CENTER



#### ① Expanded Parking Facilities

Create new public parking opportunities that fit in with the surrounding uses.

#### ② New and Improved Pedestrian Paths and Facilities

#### ③ Natural, Wildlife, and Riparian Areas / Protected Open Space

### THE MEADOWS



#### ① Natural, Wildlife, and Riparian Areas / Protected Open Space

Protect existing open space as natural areas.

#### ② New and Improved Pedestrian Paths and Facilities

#### ③ New and Improved Bike Routes and Facilities

### TOWN HALL CENTER



#### ① New and Improved Pedestrian Paths and Facilities

Add and improve sidewalks, trails, pedestrian crossings, and amenities.

#### ② Expanded Parking Facilities

#### ③ Natural, Wildlife, and Riparian Areas / Protected Open Space

## REVISIONS ON THIS PAGE

Intent: Revise language from the public benefits section that is overly prescriptive or regulatory to be more in-line with the Plan's role as a guiding document.

- ① Edit: Revise bullet A. to say "The following Public Benefits Table provides a set of recommended benefits to the community that should be achieved as specific parcels or areas are developed. These recommendations, as established by the Mountain Village community, will be codified in the CDC through regulatory mechanisms."
- ④ Edit: Revise beginning of bullet D. to say "Consider creating ways to incentivize and strive to..."

Intent: Update Comprehensive Plan to reflect current conditions and Plan revisions in 2021.

- ② Edit: Add bullet between A. and B. to say "There could be additional active open space areas rezoned. At Town Council discretion, these could trigger public benefits identified in the public benefits table. This should be specifically considered for active open space areas identified on the hot bed map (Chapter 3) that are outside of the three subareas."
- ③ Edit: Remove bullet B. This is no longer applicable following the 2021 Amendment process.

## PUBLIC BENEFITS TABLE



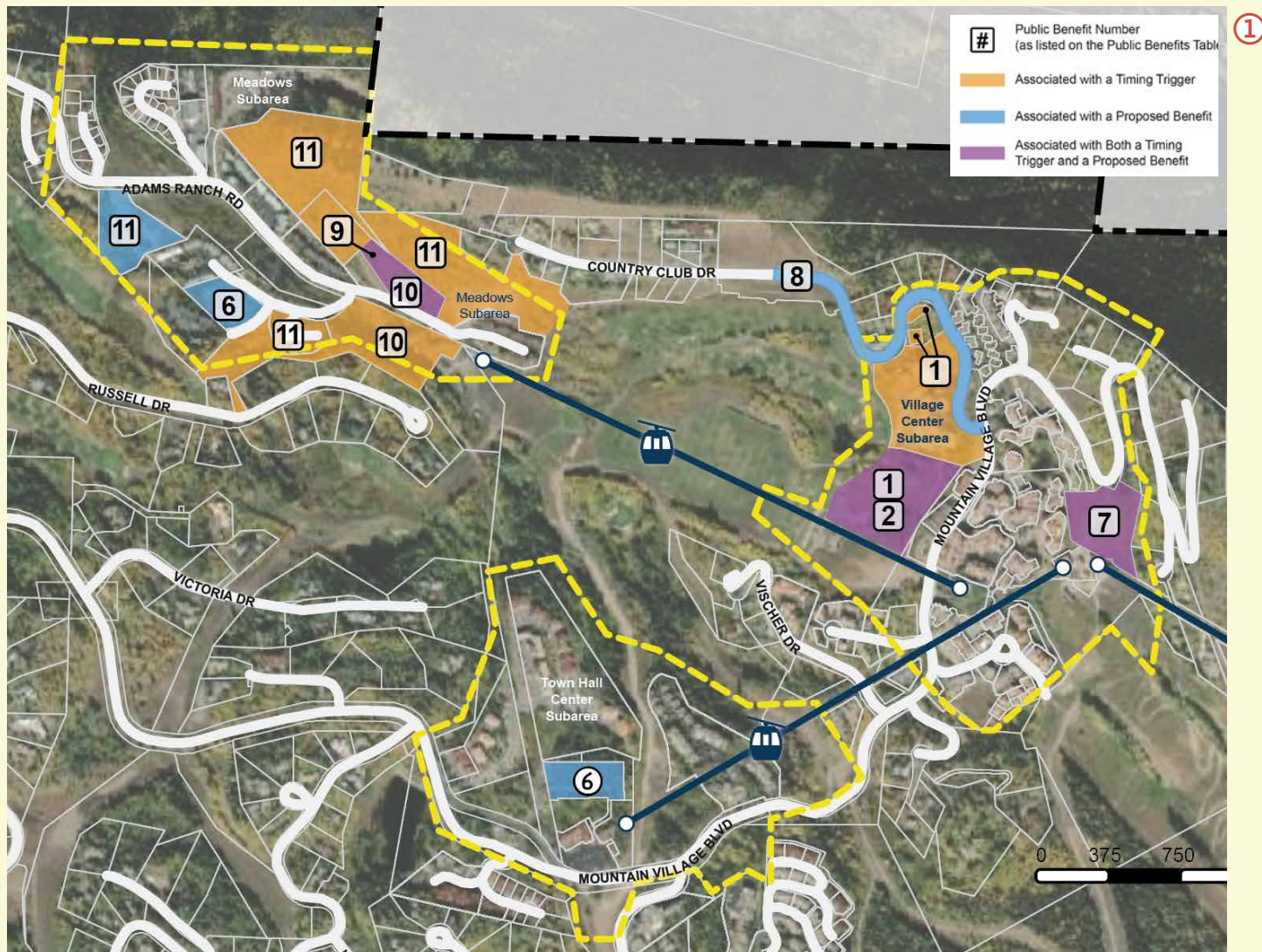
- A. The following Public Benefits Table provides the foundation for rezoning, subdivision or density transfer requests whereby the development and density listed for each parcel in a Subarea Development Table may be requested based on the provision of the specific proposed benefits listed.
  - ①
- ② B. The public benefits and their associated timing triggers are proposals that have emerged from Town Council's review of the Comprehensive Plan and are memorialized here to record the views of Town Council serving at the time the Comprehensive Plan was approved (June 2011). The proposed
  - ③

public benefits and the associated timing triggers may be changed by a future Town Council during a future development review process. If a proposed timing trigger is changed by a future Town Council, it should strive to ensure that the public benefits are realized.

- C. It is envisioned that provisions will be made for the proposed public benefits with a rezoning, PUD, subdivision or other application requiring general conformance with the Comprehensive Plan for a Subarea Plan parcel listed in the Public Benefits Table.
- D. Provide incentives and strive to
  - ④

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

# REVISIONS ON THIS PAGE



①

Intent: Make it easier to visualize the scope and geographic distribution of the proposed public benefits in this section.

① Edit: Add a map of the parcel-specific public benefits that remain after the revisions being made to the Public Benefits Table. Numbers on the map reflect revised row numbers as shown in red within table rows. Remove map below.

Intent: Hotbeds are beneficial to the Town of Mountain Village but do not fit the definition of a public benefit as used in this table and should be removed from the table.

⊗ Edit: Remove item 1 in the table.

Intent: Update Comprehensive Plan to reflect current conditions and Plan revisions in 2021.

② Edit: Add note to say “Additional active open space areas outside of the subareas could be rezoned and could trigger public benefits at Town Council discretion.”

③ Edit: Replace “such as the Peaks Easement” with “, as needed.”

④ Edit: Revise timing trigger to say “Concurrent with redevelopment of the Peaks (Lot 128) Lot 122, 123 and/or OS12R.”

⑤ Edit: Revise to say “TSG provides any needed easements from current or proposed public pedestrian paths or multi-use trails in the Mountain Village Center to Parcel J Recreation Center/Multipurpose Facility.”

⑥ Edit: Revise timing trigger to say “Concurrent with the conveyance of Parcel J Recreation Center/Multipurpose Facility and as developed.”

②

Table 6. Public Benefits Table

PROPOSED PUBLIC BENEFIT	PROPOSED TIMING TRIGGER
<del>1. Provision of hotbeds.</del>	<del>Concurrent with the development of each parcel identified for hotbed development per the Subarea Plans' Development Program Tables.</del>
③ <del>2.</del> Telluride Ski & Golf or successors in interest (TSG), conveys 1. Parcel J Recreation Center/Multipurpose Facility in the Mountain Village Center Subarea to the Town of Mountain Village (TOMV). TSG vacates any easements and interest it holds on Parcel J Recreation Center/Multipurpose Facility, such as the Peaks Easement.	Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan. ④
⑤ <del>3.</del> TSG provides any needed easements from current public 2. pedestrian paths in the Mountain Village Center to Parcel J Recreation Center/Multipurpose Facility.	Concurrent with the dedication of Parcel J Recreation Center/Multipurpose Facility as required above. ⑥

## REVISIONS ON THIS PAGE

Intent: Update Comprehensive Plan to reflect progress since 2008.

- ① Edit: Revise to say “TOMV maintained existing and proposed trails as shown in the Trails Master Plan”
- ② Edit: Revise to say “Concurrent with any redevelopment by TSG within the associated subarea the trails are located.”

Intent: Tie parking agreement elimination to each subarea.

- ③ Edit: Revise to say “Concurrent with any TSG property, successors or assigned properties, with redevelopment within the associated subarea.”

Intent: Update to reflect implementation progress since 2008 or remove public benefits that don't match current needs and conditions or that require more research.

- ④ Edit: Revise to say “, trash collection facility, back of house access for gondola maintenance and repair, and other identified town related community infrastructure that may be needed to cooperatively access and manage the Gondola and Village Center public spaces in cooperation with development of 161-CR.”
- ⑤ Edit: Remove second part of the timing trigger.
- ⓧ Edit: Remove table rows originally numbered 5, 6, 7, 11, 12, 13, 14, and 16.

Public Benefits Table (continued)

① <del>4.</del> TSG conveys perpetual trail easements or land conveyance to the TOMV for all existing and proposed trails as shown on the then-current Potential Recreation Projects Plan that are located on TSG open space or TSG lots.	Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.	②
<del>5.</del> TSG conveys land area in civic land use polygon south of the TSG Shops on upper San Joaquin Road to the TOMV as shown on Land Use Plan Map.	<del>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</del>	ⓧ
<del>6.</del> TSG conveys easements and/or land for Parcel G Municipal Facility in the Town Hall Center Subarea under the Village Bypass ski run to the TOMV.	<del>Concurrent with the rezoning or subdivision of Parcel F Town Hall East in the Town Hall Center Subarea.</del>	ⓧ
<del>7.</del> TSG conveys land it owns within Town Hall Center, Parcel D Town Hall Center, to the TOMV and, if needed, an easement for a helicopter landing area on the Double Cabin ski run.	<del>Concurrent with the rezoning or subdivision of Parcel F Town Hall East in the Town Hall Center Subarea.</del>	ⓧ
<del>8.</del> TSG will convey all TSG open space land to the TOMV that is designated on the Land Use Plan Map as Passive Open Space or as Resource Conservation Active Open Space.	Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.	
<del>9.</del> TOMV rezones TSG open space to limit currently allowed uses consistent with the six open space classifications shown on the Land Use Plan Map.	Prior to or concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.	
<del>10.</del> Permanently eliminate any TSG parking agreements related to the Gondola Parking Garage, Meadows Run Parking lot, and any other parking location in the town to allow the TOMV to manage these public parking areas.	Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.	③
<del>11.</del> Eliminate TSG Gorrone water credit, and pay the full and current town water rates for all snowmaking water with the town.	<del>Concurrent with the first Design Review Board application for hotbed development as envisioned by the Comprehensive Plan.</del>	ⓧ
<del>12.</del> The owner of Parcel F 161-CR in the Mountain Village Center Subarea provides utility, vehicular access, and other needed infrastructure easement through Parcel F 161-CR to Parcel G Gondola Station.	<del>Concurrent with the development of Parcel F 161-CR of the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	ⓧ
<del>13.</del> TSG to provide utility, vehicular access and other needed infrastructure easement through Parcel D Pond Lots and Parcel G Gondola Station to Parcel F Lot 161-CR to facilitate vehicular access at a lower grade, with the goal of keeping the Gondola Plaza at one level grade as it is extended into Parcel F Lot 161-CR.	<del>Concurrent with the development of Parcel D Pond Lots in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	ⓧ
<del>14.</del> TSG to provide utility, vehicular access and other needed infrastructure easement through Parcel D Pond Lots to Parcel E Le Chamonix to facilitate vehicular access to Parcel E Le Chamonix.	<del>Concurrent with the development of Parcel D Pond Lots in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	ⓧ
④ <del>15.</del> Parcel F Lot 161-CR owner evaluates the technical feasibility of establishing a public loading dock and trash collection facility. If a public loading dock and trash collection facility is feasible, as determined by the town, Parcel F Lot 161-CR owner shall construct such facility and provide necessary delivery/access easements to and from the town's plaza areas.	<del>Concurrent with development of Parcel F 161-CR in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	⑤
<del>16.</del> TSG conveys public pedestrian easements from the Gondola Plaza on Parcel G Gondola Station to The Beach and Heritage Plaza and Parcel F Lot 161-CR.	<del>Concurrent with the development of Parcel G Gondola Station in the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application that requires general conformance with the Comprehensive Plan.</del>	ⓧ



Public Benefits Table (continued)

<p>① <del>17.</del> Provision of an enhanced riparian area along the west side of Parcel D Pond Lots and Parcel E Le Chamonix, and the east side of Parcel D Pond Lots with additional riparian planting, a footpath, benches and water features, with such stream lined to the pond to prevent groundwater encroachment in Mountain Village Center. Create more natural creek drainage and a bridge north of Centrum at pond outlet.</p>	<p>Concurrent with the development of the Parcel D Pond Lots, Parcel E Le Chamonix, or Parcel F Lot 161-CR of the Mountain Village Center Subarea provided that such development occurs in connection with a final rezoning, subdivision or other development application for such parcels that require general conformance with the Comprehensive Plan.</p>
<p>② <del>18.</del> TSG conveys land area in Parcel A-4 Telluride Conference Center Expansion to the TOMV to expand the Telluride Conference Center per the Mountain Village Center Subarea Plan.</p>	<p>Concurrent with any rezoning application for Parcel K Meadows Magic Carpet in the Mountain Village Center Subarea. This condition becomes moot should the Telluride Conference Center Expansion already have happened and if necessary easements or other require property interests have been obtained.</p>
<p><del>19.</del> TSG provides necessary easements to and from sites or easements to be conveyed to the TOMV as required by the Public Benefits Table.</p>	<p><del>Concurrent with the required land or easement conveyance.</del></p>
<p><del>20.</del> Developer of Parcel A-4 Telluride Conference Center Expansion will daylight Gorrone Creek and create an enhanced riparian stream/water feature around the site, lining such stream to prevent additional groundwater encroachment.</p>	<p><del>Concurrent with the development of Parcel A-4 Telluride Conference Center Expansion.</del></p>
<p>④ <del>21.</del> TSG conveys easement to the TOMV for the paved trail to Mountain Village Center as a non-motorized pathway to Country Club Drive as shown on the Potential Recreation Projects Plan.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>⑤ <del>22.</del> TSG conveys Parcel D Lot 651-A in the Meadows Subarea to the TOMV for deed restricted housing.</p>	<p>Concurrent with the TOMV decision to redevelop Parcel C Lot 644 in the Meadows Subarea.</p>
<p>⑦ <del>23.</del> TSG conveys public easements to the TOMV for a new pulse gondola, tramway or other similar mass transit system on either: (i) the west side of Chair 10 from the base of Chair 10 to close proximity to Town Hall Plaza; or (ii) the existing chondola or new tramway to the north of such chondola from the base terminal to the top terminal facility in the Mountain Village Center Subarea. Necessary public easements will be provided to and from the terminal facilities to adjoining public spaces and/or right-of-way.</p>	<p>Concurrent with the redevelopment of Parcel E Big Billie's Apartments in the Meadows Subarea into a hotbed site.</p>
<p><del>24.</del> TSG conveys required land or permanent exclusive easements (as required by the town) for the construction of gondola cabin storage buildings at Station St. Sophia and Station Village Parking.</p>	<p><del>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</del></p>
<p><del>25.</del> TSG conveys perpetual easements for the recreation activities and facilities outlined on the Potential Recreation Projects Plan.</p>	<p><del>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</del></p>
<p><del>26.</del> Ski Area Capacity Improvements: TSG provides its ski area master plan for Town Council review and approval that includes all necessary ski area infrastructure improvements to maintain the skier experience along with proposed timing triggers for such improvements. Such ski area improvements to maintain the skier experience may be connected to any upzoning of open space for hotbed development to ensure improvements are installed or completed concurrent or prior to such hotbed development being occupied.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan. Timing and triggers to be developed concurrent with the creation of the first PUD agreement or other agreement associated with the first rezoning of TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>
<p>⑨ <del>27.</del> TSG conveys the amount of land necessary for the envisioned community park adjacent to Telluride Apartments.</p>	<p>Concurrent with the first rezoning or PUD on TSG open space for hotbed development as envisioned by the Comprehensive Plan.</p>

## REVISIONS ON THIS PAGE

Intent: Clarify as a site-specific policies rather than public benefits as defined for this table.

- ① Edit: Move table row originally numbered 17 to the development table in the Village Center Subarea Plan.
- ② Edit: Add “Hot bed expansion may be considered here so long as a portion of the expanded development on A-4 is used for community facility/conference center use.”
- ③ Edit: Add “Subarea or a development application on Lot 128. This”

Intent: Update Public Benefits to reference most current documents and information.

- ④ Edit: Revise to say “in the Trails Master Plan.”

Intent: Update the public benefits table to provide more flexibility, clarity, ensure the most up to date needs of the community are being met, and to match current conditions.

- ⑤ Edit: Revise to say “TSG develops and constructs Parcel D Lot 651-A in the Meadows Subarea for primarily deed restricted housing. Public private partnerships are encouraged.”
- ⑥ Edit: Add “Conveyance of the Meadows Park and year-round chondola operation is required with development.”
- ⑦ Edit: Revise to say “easements (or similar legal instrument agreed to by both parties) to”
- ⑧ Edit: Add “, development of 651-A, or any TSG owned open space in the Meadows Subarea. Trigger by development of or transfer or sale of the TSG owned properties in the Meadow Subarea.”
- ⑨ Edit: Revise to say “Parcel G Mountain View Apartments”.
- ⑩ Edit: Revise to say “any development, redevelopment, or land conveyance or transfer of land currently owned by TSG in the Meadows Subarea.”

Intent: Update to reflect implementation progress since 2008 or remove public benefits that don't match current needs and conditions or that require more research.

- ⊗ Edit: Remove table rows originally numbered 19-20 and 24-25.



**Agenda Item 18**  
**PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**  
**HOUSING DIVISION**

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

**TO:** Mountain Village Town Council  
**FROM:** John Miller, Community Housing Program Director  
**DATE:** January 7, 2022  
**RE:** Community Housing Projects Update

### PART I. Community Housing Projects Overview

This memo provides an update to the Mountain Village Town Council on three major community housing projects actively underway. Each project listed below is currently in a different phase of development with specific details provided within the following sections of this report.

1. Village Court Apartments (VCA) Phase IV – 42 new units in two new detached apartment buildings.
2. Lot 644 Request for Proposals – 30-70 new units to be located near Jurassic Trail in the Meadows
3. 1545 Spruce Street Norwood – Master-planned subdivision providing 70-100 new single-family homes.

### PART II. VCA Phase IV

**Current Project Status and History:** VCA Phase IV is a fully entitled project aimed at expanding the existing VCA facilities by an additional 42 units for a total unit count of 264 once completed. This expansion represents almost a 19% increase in the total number of units at VCA currently (222/264). The proposal includes two buildings to be located between Buildings 8 and 9 and Building 14. For ease of reference, the buildings are identified in this report as the east and west buildings.

In late 2019, Phase IV was paused in order to explore a potential sale of the VCA property in its entirety – which ultimately was determined by the Council to not be the appropriate direction for this site. Unfortunately, this pause resulted in further delays than originally anticipated due to the onset of the COVID-19 pandemic in 2020. In 2021, Town Council instructed staff to reconvene the VCA Phase IV project team with the goal of finalizing construction plans and breaking ground in Spring 2022.

*Project Team:*

- *Olson Architects, Rachel Olson (Architect)*
- *Mountain Builders, Mark Carlson (Owner's Representative)*
- *GeoStabilization International, Justin Petersen (Soil Stabilization)*
- *Trautner Geotechnical, Jon Butler (Soils Testing)*

- Goff Engineering, Garth Glasco (Structural Engineering)
- SEH Engineering, Paul O'Neil (Civil Engineering)
- The Terra Firm, Chris Hazen (Wetland Specialist, De-Watering Permits)

Rachel Olson of Olson Architects is largely leading and coordinating the above design team. The overall objective for the team would be to finalize construction drawings in early February in order to begin construction and site work in early April 2022.

**Revisions to Original Approvals:** Typically, projects will require revisions as they move from design approvals to construction drawings. In this case, revisions were required to address specific issues that arose during soil testing and stabilization design for the east building. Based on soil testing results, our engineering team recommended that the east building be reduced in size and the remaining foundations for both the east and west buildings be re-analyzed to better understand the required structural designs. Originally, VCA Phase IV was approved for 49 new units and with the required revisions we saw that number reduced to a total of 42 units between the east and west buildings. Based on the most recently updated floor plans, we are seeing a reduction in square footage of approximately 6,530 square feet less than the original design for the east building.

There are additional changes that were necessitated due to this reduction in square footage, again largely surrounding the civil engineering and the structural engineering plans.

1. The site and grading plans have been revised to better capture the updated footprint of the east building. These changes are largely limited to the interface between existing buildings 8 and 9 and the proposed new east building footprint. The updated design no longer necessitates an elevated walkway to enter the east building. The image below demonstrates the reduced footprint of the east building.

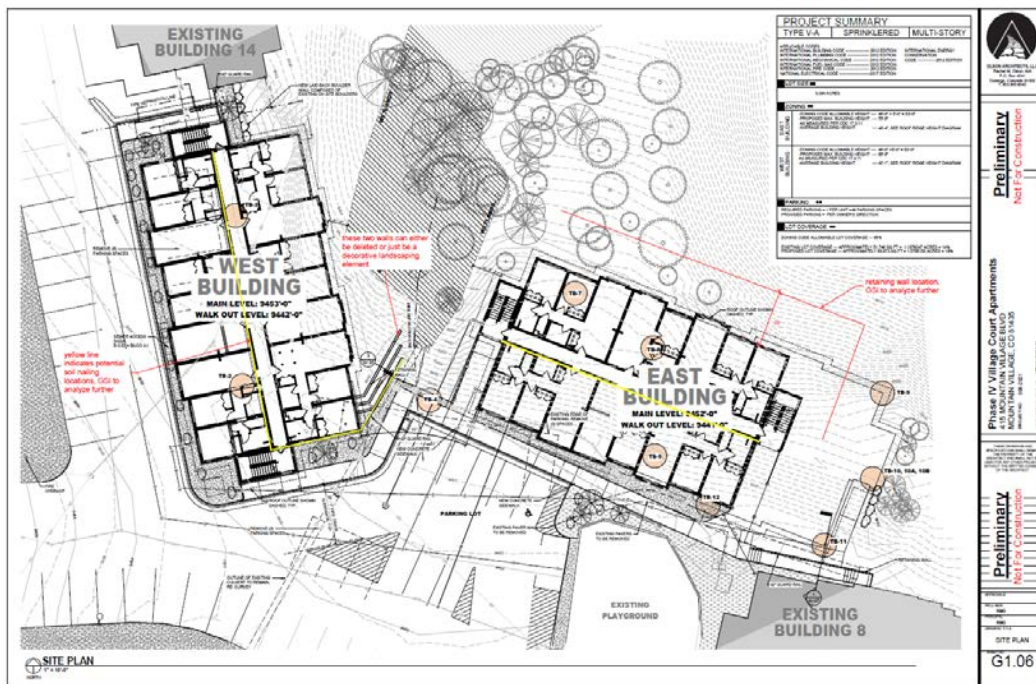


Figure 1: Revised site plan with notes

2. GSI now proposes to eliminate two of the tiered retaining walls that were originally shown in between the West building and the wetlands.
3. Based on soils testing, we are now planning on locating a new downslope retaining wall 15' from the East building face of the stem wall (foundation). In addition to providing soil stabilization for the slope, the revised downslope wall will also allow for a less formidable foundation design while also allowing for maintenance to occur to the rear of the east building.
  - a. GSI is reviewing two different designs for the proposed retaining wall.
    - i. Design proposal 1 is a traditional soldier pile wall with H piles in-filled with 4x8 horizontal timber beams (Figure 2). This design was utilized for the Silverjack housing development in Telluride and is the preference of the project team at this time. The 4x8 horizontal timbers will need to be faced with a more permanent finish. These systems need to be priced out in order to get a better understanding of cost due to the variables involved. Aesthetically, the wall will only be seen from below and from a distance. Concrete is what it is unless it is board-formed to clean up its appearance, which is probably overkill. The soldier pile wall will show the timber lagging unless otherwise faced with an alternative material such as metal siding.
  - ii. Option two is a concrete grade beam & micropiles with a traditional retaining wall above it.



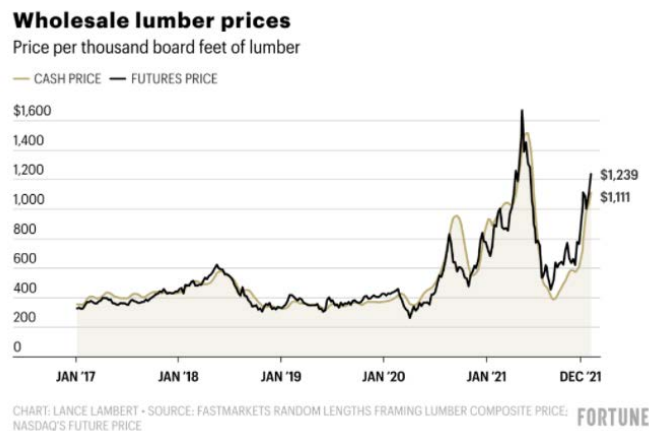
*Figure 2: Silverjack Soldier Wall*

- ii. Option two is a concrete grade beam & micropiles with a traditional retaining wall above it.
- The top of the wall, in either case, will be 9439'-0" +/- which is 2' below the lower level finished floor. The wall at its tallest point will be approximately 25 feet in height.
4. Floorplans have been revised to eliminate individual washers and dryers from within the units to be replaced with communal laundry facilities in the basements of the buildings.

5. A new trash enclosure/compactor has been included in the updated plans which is necessary due to the loss of existing trash facilities with Phase IV construction and the increase in future residents. The construction of this facility would need to occur before the construction of Phase IV units.

**Project Cost:** Several dynamic factors will ultimately play into the overall cost of VCA Phase IV. Staff has addressed some of these costs below.

**Labor and Materials:** The prices of construction materials have risen rapidly over the past year. As of October 2021, the 12-month producer price index for steel mill products was up 141.6%, according to the U.S. Bureau of Labor Statistics. Lumber is currently 186% (or almost triple) above its bottom price in August 2021.



**Annual Inflation:** The annual inflation rate for the United States is 7.0% for the 12 months ended December 2021 — the highest since June 1982 and after rising 6.8% previously, according to U.S. Labor Department data published January 12. With this, we can expect increased pricing for materials and labor.

**Interest Rates:** We can expect the federal reserve to begin to increase interest rates in 2022 to combat rising inflation. With this, we have seen increased mortgage rates which are now at their highest levels since March 2020.

**Supply Chain Shortages:** Although we have not seen supply chain shortages in a way that has affected project timelines, we will need to be conscious of these shortages and plan for increases in the time necessary to secure supplies and labor.

**Foundation and Retaining Wall Requirements:** The changes to the foundation design and associated retaining walls will result in increased project costs. We will better understand these cost changes as we progress with a final foundation design with GSI.

*Regardless of these pricing impacts, there may be a silver lining – with the reduction of 6,530 square feet from the east building, we can assume that based on a \$350-\$400 a square foot pricing we could realistically see a savings of between \$2,285,500 and \$2,612,000 which will go a long way to offset the added costs detailed above. Regardless, we should ensure any contractual obligations are sound and make sure we build enough margin and contingency for price fluctuations.*

**Current Projected Project Kickoff Timeline:**

<b>Task</b>	<b>Approximate Date</b>
<i>Revised bid documents are complete and ready for distribution</i>	<b>February 1, 2022</b>
<i>Put revised design out to bid. Allows for a 6-week turn-around</i>	<b>February 4, 2022</b>
<i>Revised construction set delivery date</i>	<b>February 24, 2022</b>
<i>Have GC under contract. Provides approximately 30 days to lock in subcontractor schedules for April 1st start.</i>	<b>March 4, 2022</b>
<i>Begin utility and trash relocation work</i>	<b>April 1, 2022</b>
<i>Mass excavation commencement (assumes moving utilities begins in early April)</i>	<b>May 1, 2022</b>

**PART III. Lot 644 RFP and Development**

**Current Project Status and History:**

The Mountain Village Housing Authority recently posted a Request for Proposals (RFP) in which it seeks to enter into a public-private partnership with a qualified developer to build, manage, and possibly own between 30 – 70 workforce housing units within the town limits of Mountain Village. The town is accepting proposals from firms that have the capacity and experience to meet our project needs, particularly with the development of multi-family housing at high elevation locations. The Town will consider alternative proposal types but is aiming to achieve a minimum of 30 units of community housing as part of the proposal.



*Figure 3: 644 Vicinity Map*

The envisioned public-private partnership would require a qualified developer to build between 30-70 workforce housing units within the Meadows area of the Mountain Village – to be fully completed over the next two to three years depending on the overall size of the project. These homes are intended to serve residents employed in the local workforce area (e.g., the R-1 Telluride School District) with target tenants generally meeting the area

median income (AMI) levels of between 80% to 150% per the Mountain Village needs assessment.

As part of the RFP, the Town is looking specifically for proposals that the developer finds best meets the needs of the local workforce while providing quality units that are largely for rent. The Town may as part of the selection of a developer, entertain a mix of for rent and for sale units, as well as a mix of units serving various income levels within the 80% to 150% AMI ranges. Market rate units may be allowed to be included in the unit mix, so long as they do not constitute more than 15% of the total unit allocation. At its discretion, MVHA will review and select respondents to be invited for interviews before making a final recommendation. The intention is that AMI restrictions would limit both the overall rental prices for the units as well as the community members who would qualify for these units.

The Town is the owner of Lot 644 which is zoned Multi-Family and currently allocated 41 units of employee condominium density. Lot 644 is located within the Meadows Subarea and is currently vacant with the exception of the Jurassic Trail which traverses the Lot (shown below). This trail as part of any future development will need to be relocated. This may result in a better trail experience, particularly on the section of Jurassic Trail which is currently located along the gravel access road. The majority of the single track will not be impacted as part of this proposal.

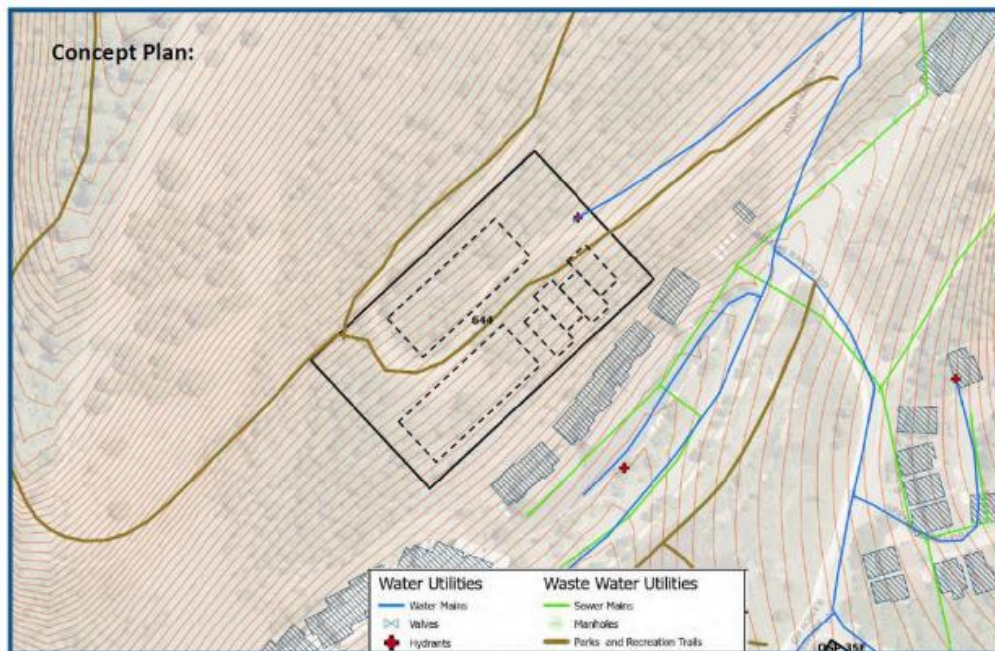


Figure 4: 644 Concept Plan

This lot is the only undeveloped Multi-Family Lot owned by the Town of Mountain Village and is one of the premier multi-family lots in the Mountain Village, presenting a unique opportunity to work within a private-public partnership structure to develop a large amount of housing. Figure 4 above is a concept but depending on interest from private developers, this concept could change to meet the needs of all partners involved.

**Town of Mountain Village Offerings:** Typically, with affordable housing developments there is a gap between the rents that households can afford to pay and the costs to own and manage a rental property. This gap between the funding needed to develop and operate the property and the revenue available is called the affordable housing funding

gap. In order to fill this gap, developers in the affordable housing realm usually need help in the form of a subsidy – typically from local, state, or federal government entities.

These subsidies help to cover costs for construction, rents, and operating costs. Assistance with construction costs reduces the amount the developer needs to borrow, and therefore reduces monthly financing costs. Rental assistance helps tenants pay the rent needed to cover costs. And operating subsidies reduce the rental income needed to keep the property financially afloat. Although the target AMI's of 80-150% are in alignment with the communities housing needs, it does limit the overall ability for a developer to obtain specific tax credit funding for affordable housing developments and makes it more difficult as it relates to the affordable housing funding gap discussed above.

The Town is committed to being a partner in the successful completion of this workforce housing development. The selected developer and the Town will negotiate specific costs and assistance for the projects but the below lists of offerings are intended to summarize the assistance the Town intends to provide:

- Provision of Town Owned Property for Development: The Town will provide Lot 644 for a 99- year no-cost land lease. The Town may be open to a no-cost sale of the property.
- Utilities: Water and sewer utilities are located proximate to both sites. The Town will pay 100% of the cost of tap fees for sewer and water connections for the Project.
- Public Infrastructure: The Lot is located at the terminus of an access tract near Adams Ranch Road. The Town will consider participating as necessary in the street improvements required for access, as needed.
- Assistance with Approvals and Permitting Process: The Town will be a vested partner in taking the project through land use and development approval processes with the Town's Design Review Board and Town Council, as applicable.
- Waiver of All Planning Review Fees and Building Permit Fees: The Town Council will waive all Town fees associated with all development review fees, building permit fees, and other associated Town fees of the project.
- Assistance with Sales and Marketing: Town staff and its Communications Department will assist the developer in marketing the development to prospective buyers and renters. Town staff and consultants can assist with developing a waitlist if needed.

**644 Current Projected Timeline:**

<b><i>Task</i></b>	<b><i>Approximate Date</i></b>
<i>Issue RFP</i>	December 17, 2021
<i>Mandatory Zoom Kickoff Meeting</i>	January 3, 2022
<i>Revised question submittal period</i>	January 3 – January 20, 2022
<i>Proposals Due.</i>	January 28, 2022, by 2:00 pm
<i>Interviews with selected firms</i>	February 4, 2022, estimated
<i>Contract to Award</i>	February 11, 2022, estimated
<i>Notice to Proceed</i>	February 18, 2022, estimated



**Current Project Status and History:** On October 6, 2021, pursuant to direction provided by Town Council, the Town submitted an offer to purchase property in San Miguel County located at 1545 Spruce Street, Norwood, CO - consisting of approximately 37.60 acres. The Town closed on this property on December 10, 2021, and based on direction from the Norwood Town Staff, MVHA Staff submitted an application to petition for annexation along with the zoning of the property on January 11, 2022. The property is currently zoned under San Miguel County (SMC) with a Wrights Mesa Zoning Designation and as part of our application would be rezoned to Norwood's R-1 Residential Zone. Subsequent to the annexation of the property, MVHA intends to submit applications for a subdivision which will require a two-step process with Norwood's Planning and Zoning Commission and Board of Trustees.

The Town of Norwood has indicated that they would like to see any future development of this site phased to allow for adequate time for infrastructure improvements to occur as necessary. It is the intention of MVHA staff to submit for a multi-phased project not to exceed 100 total single-family units. We currently have received a letter of service from the Norwood Water Commission allocating 45 new water taps for the first phase (45 units) of the project. At this time, it's unclear as to what future restrictions will be placed on these new homes – a process that will be determined as part of negotiations with the Town of Norwood and any partner developers interested in the project.

The annexation process will kick off at a Special Norwood Board of Trustees meeting scheduled for January 26, 2022. At this meeting, as part of the consent agenda, the Trustees will consider a resolution to set a hearing date to determine eligibility. This is the first of a multi-step process outlined below in the Spruce Street Development Schedule. Ultimately, the entitlement process could take upwards of 7-8 months to complete based on the Norwood Land Use Code Requirements. We intend to issue an RFP for the subdivision design immediately upon securing the approval of the annexation and zoning of the property with the Town of Norwood. This step would allow us to work with a design team to develop the horizontal infrastructure design (roads, lot layout, infrastructure, open space), along with working with our partners at the Town of Norwood to better understand their needs as a community.

Although it is fully the intent of the MVHA to partner with a third-party developer to construct the homes, It should be noted that there will be some additional costs associated with pre-development services necessary as part of the subdivision applications. This would include things like surveying, soils testing, engineering, architectural design, legal fees, public noticing costs, and other soft costs associated with the entitlement process and/or pre-development scoping. These costs could be potentially re-couped as part of any future partnership to develop the property. MVHA intends to meet with the Norwood Staff in the coming weeks to discuss the potential financing strategies to address infrastructure installation needs such as water, sewer, roads, sidewalks, etc.

## 1545 Spruce Street Development Schedule

2022	Jan	Feb	March	April	May	June	July	Aug
<b>Phase 1: Annexation and Zoning</b>								
Submit Application	Jan 11							
Resolution #1 BOT	Sp. Jan 26							
Public Notice		Feb 4						
PZ Commission		Feb 21						
BOT Resolution			Mar 9					
BOT Ordinance to Annex			Mar 9	April 13				
Notes: Deadline for public noticing is 15 days prior to PZ hearing.								
<b>Phase 2: Preliminary Plat Subdivision</b>								
RFP for Design		Feb 1	----->					
Submittal				April 1				
Public Notice								
PZ Commission Review				April 18	May 16			
BOT Review					May 11	June 8		
<b>Phase 3: Final Plat Subdivision</b>								
Submittal					May 13	June 10		
Public Notice								
PZ Commission Review						June 20	July 18	
BOT Review							July 13	August 10

### Notes:

P&Z is the third Monday of each month

Board of Trustees is second Wednesday of each month

Red is an alternate schedule



**Agenda Item No. 19**  
**TOWN MANAGER**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 729-2654

**TO:** Mountain Village Town Council  
**FROM:** Paul Wisor, Interim Town Manager  
**DATE:** January 11, 2022  
**RE:** Ordinance Regulating Weight Size of Motor Vehicles

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### Summary

The proposed ordinance would prohibit the operation of large trucks and similar vehicles within the Town of Mountain Village unless the operator of such a vehicle obtains a permit for such operation.

### Updates

**THIS ORDINANCE IS BEING FURTHER CONTINUED SO THE FOREST SERVICE MAY PROVIDE ADDITIONAL INPUT. THE TOWN IS MEETING WITH THE FOREST SERVICE ON JANUARY 24th.**

Pursuant to Council discussion at first reading as well as discussions with TSG Mountain Operations staff, the ordinance has been revised. The updated ordinance includes the following changes:

- Providing for fleet permits so a single business, such as the ski resort, can operate its fleet of vehicles throughout the year without violating the ordinance or having to request multiple permits for the Town for various projects
- Providing law enforcement with the authority to inspect permits for any vehicle traveling within Town
- Clarifying the Town has the right to revoke any permit
- Clarifying an owner is liable for any damages to the roadway stemming from the operation of an oversized vehicle

These changes are reflected in the redline version of the ordinance attached hereto as Exhibit A.

### Background

As a general matter, the Town discourages the use of large vehicles within Town as such operation impacts the health, welfare and safety of the community. The operation of large vehicles to facilitate construction projects within Town is generally regulated and limited through development agreements.

Recently, however, there has been an increase in requests to run large vehicles through the Town unrelated to construction projects. Currently, there is no mechanism by which the Town can prohibit operators of large vehicles from using Town streets.

## **Discussion**

The proposed ordinance would prohibit the operation of vehicles exceeding size and weight limitations set forth in state statute or the operation of any hauling estimated to be in excess of 3,000,000 pounds within a twelve-month period. These standards are consistent with standards set forth by San Miguel County. Moreover, staff has evaluated known hauling proposals through Town, and staff believes the 3,000,000 pound over a twelve-month period is a sufficient benchmark to regulate activity that could be detrimental to the health, welfare, and safety of the community.

Such vehicles may only be operated pursuant to a permit issued.

## **Financial Considerations**

There is no direct financial impact to the Town; however, the proposed Ordinance does provide any permittee must post bond with the Town, which will enable the Town to use third party funds to make any necessary repairs resulting from the permittee's use.

## **Staff Recommendation**

Staff recommends approval of the proposed ordinance.

## **Proposed Motion**

"I move to approve the proposed ordinance to regulate weight size of motor vehicles on second reading."

**EXHIBIT A**

**TOWN OF MOUNTAIN VILLAGE  
ORDINANCE NO. 2021-\_\_**

**ADDING CHAPTER 10.13 TO TITLE 10 OF THE MUNICIPAL CODE TO PROVIDE LIMITATIONS ON THE SIZE OF MOTOR VEHICLES OPERATED UPON TOWN STREETS.**

WHEREAS, the Town of Mountain Village (“Town”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of Mountain Village Home Rule Charter of 1995, as amended (the “Charter”); and

WHEREAS, pursuant to Section 1.3 of the Charter, the Town has all power of local self-government and home rule and all power possible for a municipality to have under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Council has not previously adopted an ordinance regulating the size of motor vehicles operated on the streets of the Town; and

WHEREAS, the Town Council has determined that the adoption of this Ordinance is necessary for the preservation of the public health and safety of the residents and visitors of the Town; and

WHEREAS, the Town Council is adopting this Ordinance pursuant to its Home-Rule authority provided under the Colorado Constitution, Article XX, Section 1-6, the Town of Mountain Village Town Charter, specifically section 5.8, as well as the Town's police powers pursuant to Colorado Revised Statutes, Section 31-15-401.

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

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Town Council in support of the enactment of this Ordinance.

Section 2. Addition of Chapter 10.13 to Title 10 of the Town of Mountain Village Municipal Code. Chapter 10.13, “Limitations on Size of Motor Vehicles” is added to Title 10, “Vehicles and Traffic,” of the Mountain Village Municipal Code to read as set forth in Exhibit A: Addition of Chapter 10.13 to Title 10 of the Town of Mountain Village Municipal Code, attached hereto.

Section 3. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Mountain Village, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 5. Effective Date. This Ordinance shall become effective on December 18, 2021 following public hearing and approval by Council on second reading.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the 18th of November 2021 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Section 7. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.8 of the Charter.

**INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING** on October 21, 2021 and setting such public hearing for November 18, 2021 at the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

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

BY:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Laila Benitez, Mayor

Susan Johnston, Town Clerk

**HEARD AND FINALLY ADOPTED** by the Town Council of the Town of Mountain Village, Colorado this 18th day of November 2021.

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

BY:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Laila Benitez, Mayor

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 October 21, 2021, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 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 November 18, 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:

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

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



**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the  
Town this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

(SEAL)

## **CHAPTER 10.13**

### **LIMITATIONS ON SIZE OF MOTOR VEHICLES**

#### **Sections:**

- 10.13.010 Purpose
- 10.13.020 Definitions
- 10.13.030 Application
- 10.13.040 Size Limitations
- 10.13.050 Prohibited Vehicles
- 10.13.060 Exemptions
- 10.13.070 Permits
- 10.13.080 Types of Permits
- 10.13.090 Inspection of Permits
- 10.13.100 Truck Routes
- 10.13.110 Liability of Damage to Roadway
- 10.13.120 Violations and Penalties

### **10.13.010 Purpose**

The purpose of this Chapter is to protect and enhance the quality of life and the present and future health, safety, and welfare of all citizens and visitors.

### **10.13.020 Definitions**

- A. Motor Vehicle – a vehicle that is self-propelled.
- B. Commercial Motor Vehicle – a motor vehicle, other than a motorcycle, designed or used for the transportation of property or delivery purposes as defined by C.R.S. § 42-4-235.
- C. Semitrailer – a vehicle without motive power that is designed or used with a motor vehicle so that some of its weight and the weight of its load rests on or is carried by the motor vehicle.
- D. Trailer – a vehicle without motive power that is designed or used to carry property or passengers on its own structure exclusively and drawn by a motor vehicle.
- E. Vehicle – a mechanical device, other than a device moved by human power or used exclusively upon stationary rails or tracks, in, on, or by which a person or property can be transported on a public roadway. The term includes a motor vehicle, commercial motor vehicle, truck-tractor, trailer or semitrailer.

### **10.13.030 Application**

This Chapter shall apply to every street, alley, sidewalk area, driveway, park and to every other public way or public place or public parking area, either within or outside the corporate limits of the Town, the use of which the Town has jurisdiction and authority to regulate.

### **10.13.040 Size Limitations**

Except as otherwise provided in this Ordinance or as provided by law, a motor vehicle, trailer, semitrailer or combination thereof may not be operated upon any Town street if such vehicle or combination exceeds the size and/or weight limit set forth in §§42-4-501 through 42-4-512, C.R.S., as amended, or the operation of any hauling estimated to be in excess of 3,000,000 pounds within a twelve month period.

### **10.13.050 Prohibited Vehicles**

It shall be unlawful for any person to operate or cause to be operated, upon any Town street, any vehicle which has lugs, studs, cleats, ridges, beads or any other protuberance of metal which project more than one-fourth inch (1/4") beyond the tread or traction surface of such vehicle's tires or tracks, unless bands, wooden blocks, skids or other devices are provided which are sufficient to protect the street surface from damage by reason thereof.

### **10.13.060 Exemptions**

The provisions of this Ordinance shall not apply to:

- A. Any vehicle operated by the Town or a private operator under contract with the Town, or the San Miguel Authority for Regional Transportation, or its successor.
- B. Any vehicle operated by the Town, or a private contractor under contract with the Town, while engaged in street maintenance, construction or related activities.
- C. Any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility facility.
- D. Emergency vehicles of the Town or bona fide emergency vehicles from another entity.
- E. School buses under the jurisdiction of the Telluride R-1 School District.

### **10.13.070 Permits**

- A. It shall be unlawful for any person to cause or permit the operation of any vehicle upon a Town street which has a height or weight in excess of the limits set forth herein, without having first obtained a permit therefore from the Town Manager.
- B. Such an application for a permit shall: state ownership of the vehicle; describe the vehicle and driver; provide a copy of proof of vehicle insurance; give the height of the vehicle; give the weight of the vehicle and the weight of the total load; give dates on which the vehicle will use Town streets; give route of travel within the Town; and be dated by the applicant.
- C. An application for a permit under this Section shall be accompanied by a permit fee in such amount as shall be established from time to time by the Town Council.
- D. Permits under this Section shall be within the sole discretion of the Town Manager, including the impositions of any conditions contained in such permits.
- E. Before the Town Manager or their designee shall issue a permit under this Section, the applicant shall file with the Town a surety bond in the amount of \$15,000.00, conditioned that the owner of the vehicle will pay to the Town any damage to a Town street caused by the operation of the vehicle.

### **10.13.080 Types of Permits**

The following types of permits may be issued by the Town Manager or their designee for oversized and/or overweight vehicles operating within the Town:

- A. Single-trip permit: A permit that is valid for only a single daily trip for a set number of days, as determined by the Town Manager or his or her designee, over specifically designated roadways for an oversized and/or overweight vehicle or load exceeding the maximum legal limits specified in Part 5, Article 4, Title 42, C.R.S.
- B. Special permit: A permit that is valid for only a single trip over specifically designated roadways within the Town for an oversized and/or overweight vehicle or load exceeding the maximum legal limits as specified in Part 5, Article 4, Title 42, C.R.S.

- C. Segment permit: A permit that is valid for one (1) year from the date of issuance on specifically designated segments of roadways for an oversized and/or overweight vehicle or load exceeding the maximum legal limits as specified in Part 5, Article 4, Title 42, C.R.S.
- D. Perpetual fleet permit: For purposes of this Section, fleet shall mean any group of two (2) or more vehicles owned by one (1) person or company. A perpetual fleet permit is valid and perpetual in duration, unless and until otherwise revoked in accordance with Section 8-4-80 of this Article, on all or any specifically designated roadways or portions thereof for an oversized and/or overweight vehicle or load exceeding the maximum legal limits as specified in Part 5, Article 4, Title 42, C.R.S.
- E. Annual permit: A permit that is valid for one (1) year from the date of issuance on all or any specifically designated roadways for an oversized/overweight vehicle or load exceeding the maximum legal limits as specified in Part 5, Article 4, Title 42, C.R.S.

**10.13.090 Inspection of Permits**

Every permit issued in accordance with this Section shall be carried in the vehicle or combination of vehicles to which the permit refers and shall be open to inspection by any law enforcement officer or authorized agent of the Town, except that if a law enforcement officer or authorized agent of the Town that granted the permit determines that the permit can be electronically verified at the time of contact, a copy of the permit need not be carried in the vehicle or combination of vehicles to which it refers.

**10.13.100 Truck Routes**

Subject to 10.13.070, it shall be unlawful for any person to operate a motor vehicle, trailer, semitrailer or combination thereof upon a street or roadway within the Town in excess of the height and weight limits set forth herein.

**10.13.110 Liability for Damage to Roadway.**

- A. Any person who drives, operates or moves upon or over any roadway or roadway structure any vehicle, object or contrivance weighing in excess of the maximum weight authorized under Part 5, Article 4, Title 42, C.R.S. or as otherwise set forth herein, in such a manner so as to cause damage to said roadway or roadway structure, and the damage sustained to said roadway or roadway structure is the result of the operating, driving or moving of such vehicle, object or contrivance, shall be liable for all damage which said roadway or roadway structure may sustain as a result thereof.
- B. Whenever the driver of such vehicle, object or contrivance is not the owner thereof but is operating, driving or moving such vehicle, object or contrivance with the express or implied consent of the owner thereof, then said owner or driver shall be jointly and severally liable for any such damage. The liability for damage sustained by any such roadway or roadway structure may be enforced through a civil action by the Town.
- C. It shall be no defense to any action, either civil or criminal, brought by the Town against such person that the weight of the vehicle was authorized by a permit issued pursuant to this Chapter.

### **10.13.120 Violations and Penalties**

- A. Any person, firm or corporation violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed five-hundred dollars (\$500) for each offense. Each day of any violation of this Ordinance shall constitute a separate offense.
- B. The Municipal Judge is empowered in his/her discretion to assess court costs in a reasonable amount against any defendant who pleads guilty or nolo contendere, or who enters into a plea agreement or who, after trial, is found guilty of a violation of this Ordinance.
- C. The Town may, after a hearing, revoke, suspend, refuse to renew or refuse to issue any permit upon a finding that the permit holder has violated any conditions of his or her permit, or any ordinance or resolution of the Town. Any hearing shall be presided over by Town Council.
- D. No remedy provided herein shall be exclusive, but the same shall be cumulative and the taking of any action, including charge or conviction in Municipal Court, shall not preclude or prevent the taking of other actions to abate or enjoin any nuisance. The abatement provision provided herein shall constitute a concurrent remedy over and above any charge or conviction of a municipal offense.



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NARCISTUDOR.COM . 970.708.4983 . BOX 1717 TELLURIDE 81435



**NARCIS TUDOR ARCHITECTS©**

# BHATIA RESIDENCE

138 GRANITE RIDGE - DRB

## GENERAL NOTES

**CONTRACT DOCUMENTS:**  
CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, GENERAL CONDITIONS, GENERAL SPECIFICATIONS, AND DRAWINGS, WHICH ARE COOPERATIVE AND CONTINUOUS. WORK INDICATED OR REASONABLY IMPLIED IN ANY ONE OF THE DOCUMENTS SHALL BE SUPPLIED AS THOUGH FULLY COVERED IN ALL. ANY DISCREPANCIES BETWEEN THE PARTS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

THESE DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT. THESE DRAWINGS ARE THE GRAPHIC ILLUSTRATION OF THE WORK TO BE ACCOMPLISHED.

**ORGANIZATION:**  
WHERE APPLICABLE, THE DRAWINGS FOLLOW A LOGICAL, INTERDISCIPLINARY FORMAT: ARCHITECTURAL DRAWINGS (A SHEETS), INTERIOR DRAWINGS (I SHEETS), STRUCTURAL DRAWINGS (S SHEETS), MECHANICAL AND PLUMBING DRAWINGS (M SHEETS), ELECTRICAL (E SHEETS), AND LIGHTING (LP SHEETS).

**CODE COMPLIANCE:**  
ALL WORK, MATERIALS, AND ASSEMBLIES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL CODES, ORDINANCES, AND REGULATIONS. THE CONTRACTOR, SUBCONTRACTORS AND JOURNEYMEN OF THE APPROPRIATE TRADES SHALL PERFORM WORK TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP.

**INTENT:**  
THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE THE WORK DESCRIBED HEREIN. ALL FUNCTIONALITY AND PERFORMANCE OF THE BUILDING COMPONENTS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**COORDINATION:**  
THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE DOCUMENTS, VERIFY THE ACTUAL CONDITIONS, AND REPORT ANY DISCREPANCIES, ERRORS, OR OMISSIONS TO THE ARCHITECT IN A TIMELY MANNER. THE ARCHITECT SHALL CLARIFY OR PROVIDE REASONABLE ADDITIONAL INFORMATION REQUIRED FOR SUCCESSFUL EXECUTION. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS AND WALLS WITH ALL ARCHITECTURAL, INTERIOR, STRUCTURAL, MECHANICAL AND PLUMBING, ELECTRICAL, AND LIGHTING DRAWINGS.

## VARIANCES | REQUESTS

- 40' MAXIMUM HEIGHT FOR SHED ROOF
- REQUEST FOR PARTIAL USE OF 16' WEST EASEMENT FOR HOUSE | SITE SUPPORT

## PROJECT TEAM

### OWNER

VIK + YASMIN BHATIA

### ARCHITECT

**NARCIS TUDOR ARCHITECTS**  
201 W COLORADO AVENUE  
SUITE 203  
TELLURIDE . COLORADO . 81435  
P. 970.708.4983  
[narcis@narcistudor.com](mailto:narcis@narcistudor.com)

### CONTRACTOR

**KOENIG CONSTRUCTION SERVICES**  
P.O. BOX 3138  
TELLURIDE . COLORADO . 81435  
P. 970.369.1263  
F. 970.369.1263  
[jeff@koenigconstructionservices.com](mailto:jeff@koenigconstructionservices.com)

### STRUCTURAL ENGINEER

**COLORADO STRUCTURAL, INC.**  
**MIKE ARBANEY**  
P.O. BOX 2544  
315 BELLVIEW, UNIT F  
CRESTED BUTTE, CO 81224  
P. 970.349.5922  
F. 970.349.5926

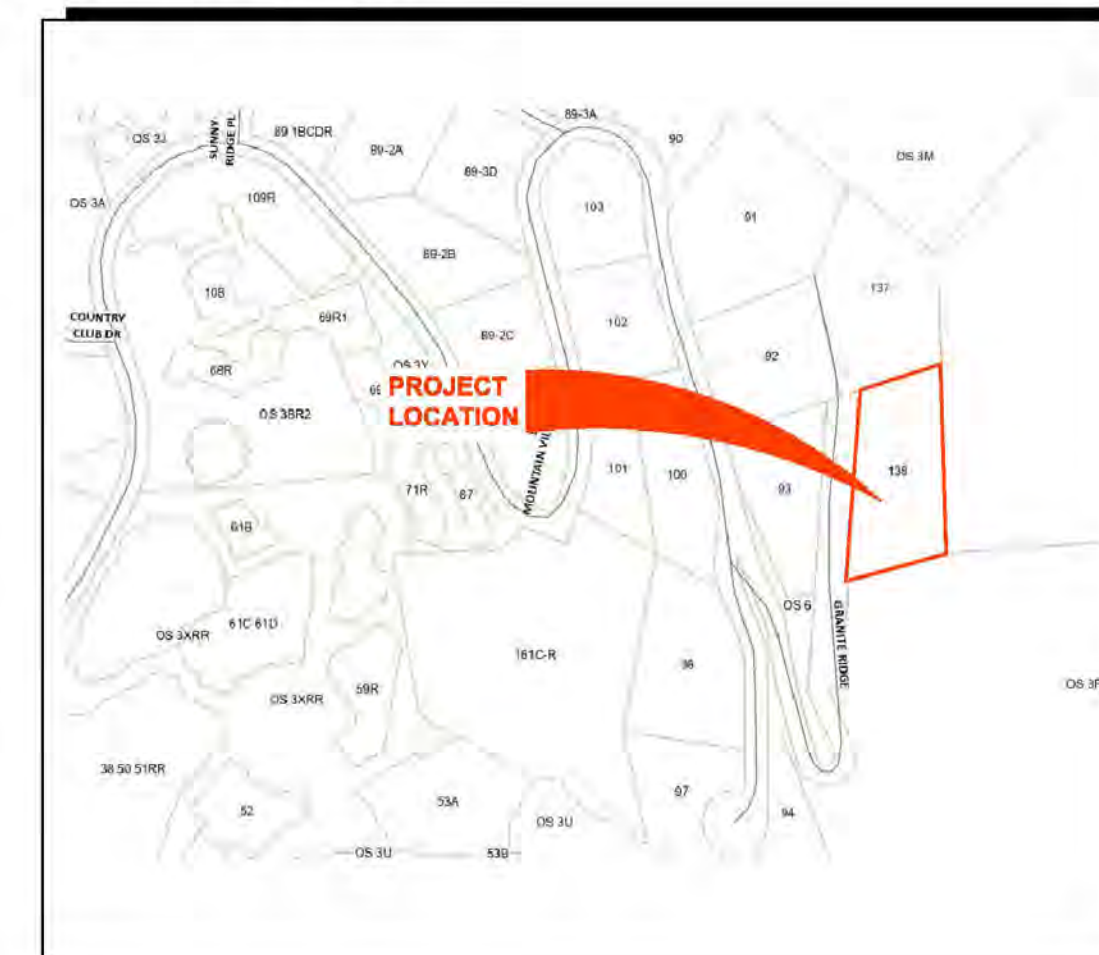
### SURVEYOR

**FOLEY ASSOCIATES**  
**JEFF HASKELL**  
PO BOX 1385  
TELLURIDE . COLORADO . 81435  
P. 970.728.6153  
[jhaskell@foleyassoc.com](mailto:jhaskell@foleyassoc.com)

### CIVIL ENGINEER

**UNCOMPAGRE ENGINEERING, LLC**  
**DAVID BALLODE**  
P.O. BOX 3945  
TELLURIDE . COLORADO . 81435  
P. 970.729.0683  
[dballode@msn.com](mailto:dballode@msn.com)

## VICINITY MAP



## SHEET INDEX

### A0 COVER | PROJECT INFORMATION

#### TOPOGRAPHIC SURVEY REPLAT AMENDMENT

C1	CIVIL SERIES
C1	CIVIL NOTES
C2.1	SITE GRADING W/O TREES
C2.2	SITE GRADING W/ TREES
C3	UTILITIES
C4	CONSTRUCTION MITIGATION
C5	FIRE MITIGATION

### A1 SITE SERIES

GEOLOGICAL SITE CONDITIONS	
A1.0	OVERALL SITE   ROOF PLAN
A1.1	LANDSCAPE   FIRE MITIGATION
A1.2	BUILDING HEIGHT DIAGRAM

### A2 PLAN SERIES

A2.1	FLOOR PLANS
A2.2	FLOOR PLANS

### A3 EXTERIOR ELEVATIONS

A3.1	EXTERIOR ELEVATIONS   MATERIALS
------	---------------------------------

A3.5	PERSPECTIVES
A3.6	PERSPECTIVES
A3.7	PERSPECTIVES
A3.8	PERSPECTIVES

## LUC - SITE COVERAGE

LOT AREA - 0.88 AC | 38,332.8 SQ. FT.  
ALLOWABLE PER LUC - 40% = 15,333.12 SQ. FT.

PROPOSED SITE COVERAGE - 11,366.15 SQ. FT. (29.6%)  
COMPLIANT BY - 3,966.97 SF (10.4%)

## LUC - INFO

LOT #:	138 GRANITE RIDGE
IMPROVEMENT TYPE:	NEW CONSTRUCTION
TYPE OF UNIT:	SINGLE FAMILY
SETBACKS:	SEE A1.1
BUILDING HIGH POINT:	40.0'
BUILDING AVERAGE:	22.1'
GROSS FLOOR AREA:	8905.0 SF
DECKS   PATIOS:	2461.15 SF

## LUC - EXTERIOR MATERIALS

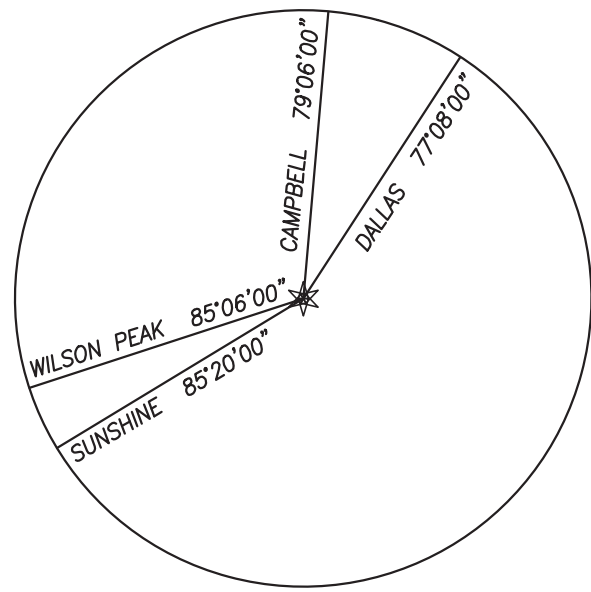
MEASURED IN SQ. FT.	TOTAL	PERCENTAGE
METAL SIDING	3060.6	26.9%
STONE VENEER	4165	36.6%
WOOD SIDING	1629.7	14.3%
FENESTRATION	2530	22.2%
TOTAL VERTICAL SURFACE	11385.3	100.0%





**VIEW ANGLES**

AS OBSERVED FROM THE NW CORNER OF LOT 138. ANGLES ENUMERATED ARE ZENITH ANGLES.

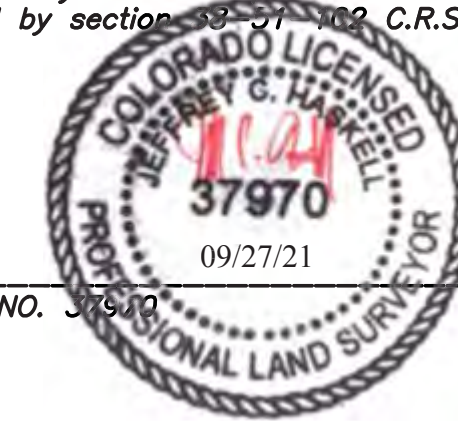


FIRE HYDRANT

VIEW ANGLES TAKEN FROM HERE

**SURVEYOR'S STATEMENT:**

This Existing Conditions Plan of Lot 138, Town of Mountain Village, was prepared on May 20, 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 38-37-102 C.R.S.



P.L.S. NO. 37970 Date

**PROPERTY DESCRIPTION:**

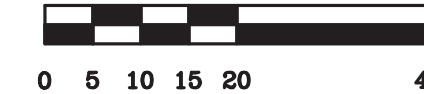
LOT 138, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE PLAT RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**NOTES:**

- Easement research and property description from Land Title Guarantee Company, Order Number TLR6010763, dated October 28, 2020 at 5:00 P.M.
- According to FEMA Flood Insurance Rate Map 08113C0287-D, dated September 30, 1992, this parcel is within Zone X; Areas determined to be outside 500-year flood plain.
- BASIS OF BEARINGS: Found monuments along the western boundary of Lot 138, as shown hereon, assumed to have the record bearing of N 05°16'57" E according to Plat Book 1 at page 476.
- Benchmark: Control Point "CP 503", as shown hereon, with an elevation of 9755.41'.
- Contour interval is two feet.
- All slopes are 30% or greater on Lot 138 as shown hereon.
- There are no known underground utilities located on lot 138. Utility locates should be performed by respective providers before any construction.
- There are no known wetlands located on Lot 138. It is recommended that the owner confirm with the Town of Mountain Village.
- 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.

SCALE: 1"=20'



TRACT OS-3N  
(TSG SKI & GOLF, LLC)

**LEGEND**

- ⊗ 9706.75' SPOT ELEVATION (TYP.)
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632
- (M) MEASURED DIMENSIONS ACCORDING TO THIS SURVEY
- (R) RECORD DIMENSIONS ACCORDING TO PLAT BOOK 1 AT PAGE 476

**Existing Conditions Plan**

Lot 138, Town of Mountain Village,

located within the SE 1/4 of Section 34, T.43N, R.9W, and the NE 1/4 of Section 3, T.42N, R.9W, N.M.P.M., County of San Miguel, State of Colorado.

Project Mgr:	JH
Technician:	FO
Checked by:	
Start date:	05 / 2021



Drawing path: dwg\94055 EC Plan 10-20.dwg

970-728-6153 970-728-6050 fax  
PO Box 1385  
125 W. Pacific Ave., Suite B-1  
Telluride, Colorado, 81435

Sheet1 of 1 Project #: 94055

F:\Old W\Jobs\JOBS1994\94055 EC Plan 05-21.dwg, 6/7/2021 9:55:39 AM, PC4



GENERAL CIVIL ENGINEERING NOTES:

1. THE EXISTING UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987 OR 811 TO GET ALL UTILITIES LOCATED. IF ANY OF THESE UNDERGROUND UTILITIES ARE IN CONFLICT WITH THE CONSTRUCTION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND WORK WITH THE ENGINEER TO FIND A SOLUTION BEFORE THE START OF CONSTRUCTION.

INSTALLATION AND SEPARATION REQUIREMENTS SHALL BE COORDINATED WITH THE INDIVIDUAL UTILITY PROVIDERS.

THE UTILITY PROVIDERS ARE:  
SEWER, WATER, CABLE TV AND FIBEROPTIC: TOWN OF MOUNTAIN VILLAGE  
NATURAL GAS: BLACK HILLS ENERGY  
POWER: SAN MIGUEL POWER  
TELEPHONE: CENTURY LINK

2. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES, ALL NECESSARY PERMITS SHALL BE OBTAINED BY THE OWNER OR CONTRACTOR.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT EXCAVATED SLOPES ARE SAFE AND COMPLY WITH OSHA REQUIREMENTS. REFER TO THE SITE-SPECIFIC REPORT FOR THIS PROJECT FOR ADDITIONAL INFORMATION..

4. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED OR LAID BACK PER OSHA REGULATIONS.

5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF MOUNTAIN VILLAGE DESIGN STANDARDS LATEST EDITION. ALL CONSTRUCTION WITHIN EXISTING STREET OR ALLEY RIGHT-OF-WAY SHALL BE SUBJECT TO TOWN OF MOUNTAIN VILLAGE INSPECTION.

6. THE CONTRACTOR SHALL HAVE ONE COPY OF THE STAMPED PLANS ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL NOTIFY THE TOWN 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE ADJOINING ROADWAYS SHALL BE FREE OF DEBRIS AT THE END OF CONSTRUCTION ACTIVITIES EACH DAY.

9. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN PROPER TRAFFIC CONTROL DEVICES UNTIL THE SITE IS OPEN TO TRAFFIC. ANY TRAFFIC CLOSURES MUST BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

10. ALL DAMAGE TO PUBLIC STREETS AND ROADS, INCLUDING HAUL ROUTES, TRAILS, OR STREET IMPROVEMENTS, OR TO PRIVATE PROPERTY, SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ORIGINAL CONDITIONS.

11. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

12. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. ANY DISCHARGE REQUIREMENTS SHALL BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

13. CONTRACTOR SHALL NOTIFY ALL RESIDENTS IN WRITING 24 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT-OFF'S MUST BE APPROVED BY THE TOWN AND TOWN VALVES AND APPURTENANCES SHALL BE OPERATED BY TOWN PERSONNEL.

14. CONTRACTOR SHALL KEEP SITE CLEAN AND LITTER FREE (INCLUDING CIGARETTE BUTTS) BY PROVIDING A CONSTRUCTION DEBRIS TRASH CONTAINER AND A BEAR-PROOF POLY-CART TRASH CONTAINER, WHICH IS TO BE LOCKED AT ALL TIMES.

15. CONTRACTOR MUST BE AWARE OF ALL TREES TO REMAIN PER THE DESIGN AND APPROVAL PROCESS AND PROTECT THEM ACCORDINGLY.

16. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY AS-BUILTS TO THE TOWN.

17. ALL STRUCTURAL FILL UNDER HARDSCAPE OR ROADS MUST BE COMPACTED TO 95% MODIFIED PROCTOR (MIN.) AT PLUS OR MINUS 2% OF THE OPTIMUM MOISTURE CONTENT. NON-STRUCTURAL FILL SHALL BE PLACED AT 90% (MIN.) MODIFIED PROCTOR.

18. UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER. ALL MATERIALS SUCH AS LUMBER, LOGS, BRUSH, TOPSOIL OR ORGANIC MATERIALS OR RUBBISH SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL.

19. NO MATERIAL SHALL BE COMPACTED WHEN FROZEN.

20. NATIVE TOPSOIL SHALL BE STOCKPILED TO THE EXTENT FEASIBLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE TOWN, IF CONDITIONS WARRANT THEM.

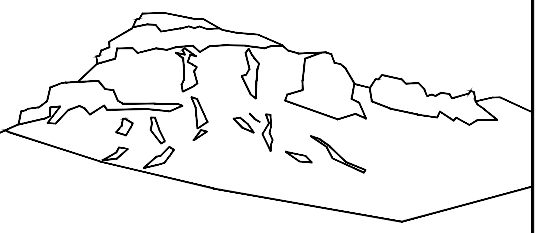
22. ALL DISTURBED GROUND SHALL BE RE-SEEDED WITH A TOWN-APPROVED SEED MIX. REFER TO THE LANDSCAPE PLAN.

23. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTS AND PROPERTY CORNERS DURING GRADING AND CONSTRUCTION.

24. ALL NEW UNDERGROUND PIPE SHALL BE BEDDED TO PROTECT THE PIPE FROM BEING DAMAGED.

25. HOT TUBS SHALL DRAIN TO THE SANITARY SEWER (OR PUMPED TO A CLEAN-OUT).

26. THE UTILITY PLAN DEPICTS FINAL UTILITY LOCATIONS BUT HAS BEEN COMPLETED AT A PRELIMINARY STAGE. CONTRACTOR SHALL VERIFY ALIGNMENTS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.



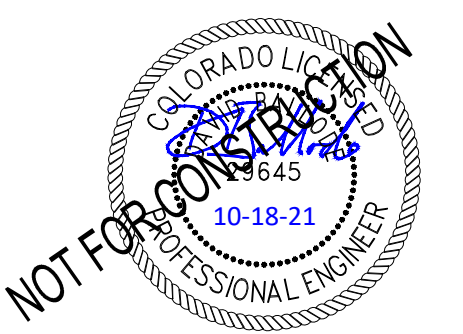
Uncompahgre  
Engineering, LLC

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

SUBMISSIONS:

DRB SUBMITTAL 2021-10-18

Bhatia Residence  
Lot 138  
Granite Ridge Rd.  
Mtn. Village, CO

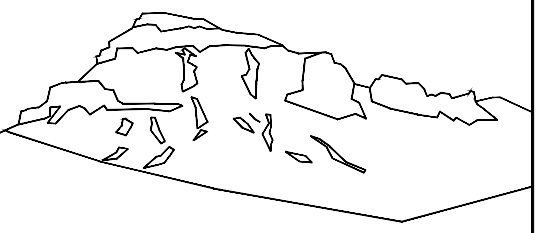


CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Notes

C1





Uncompahgre  
Engineering, LLC

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

SUBMISSIONS:  
DRB SUBMITTAL 2021-10-18

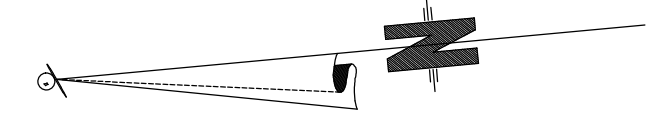
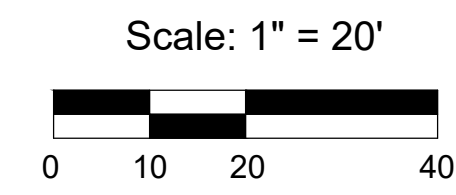
Bhatia Residence  
Lot 138  
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Mtn. Village, CO



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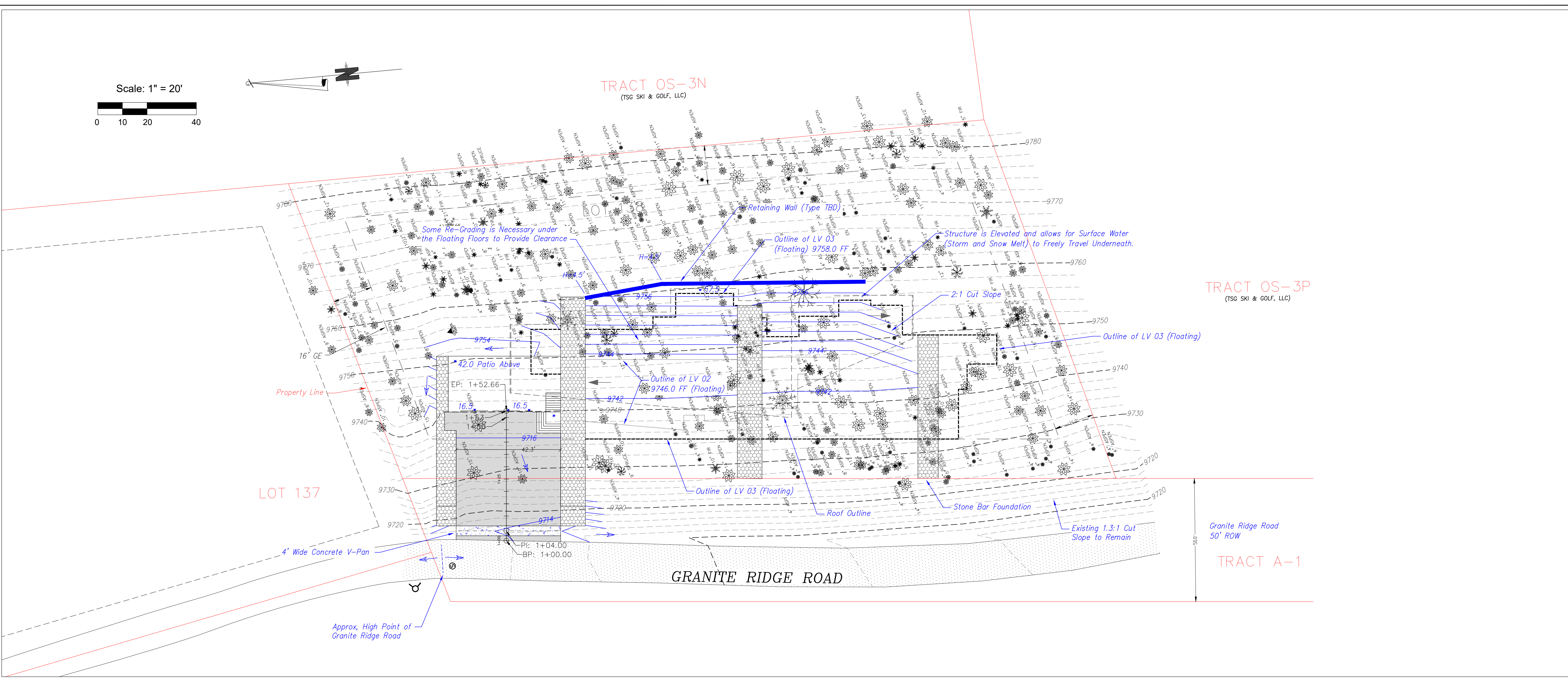
Site Grading  
(Trees Displayed)  
with  
Driveway Profile

C2.2



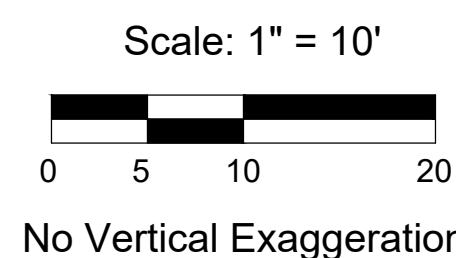
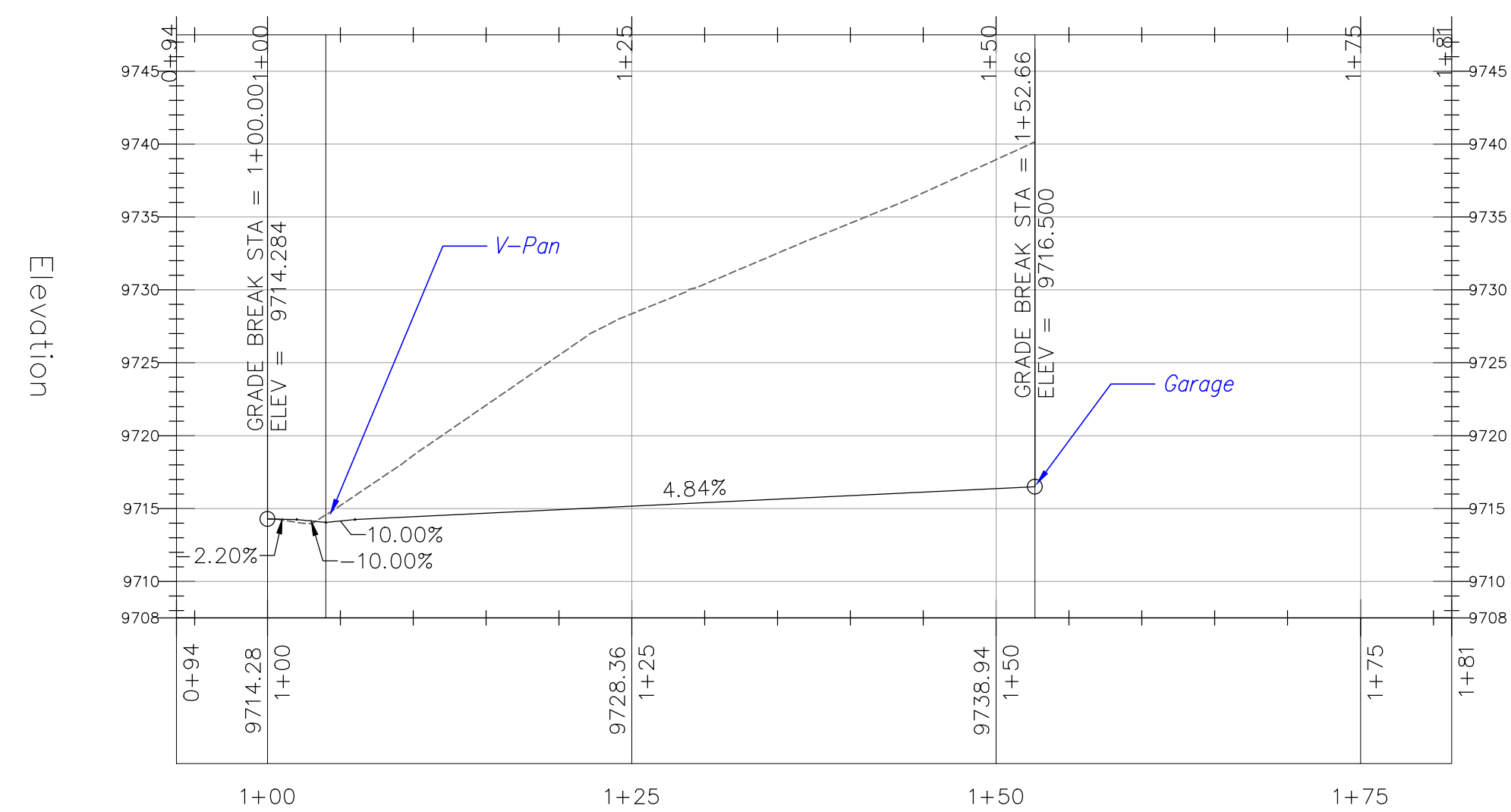
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(TSG SKI & GOLF, LLC)

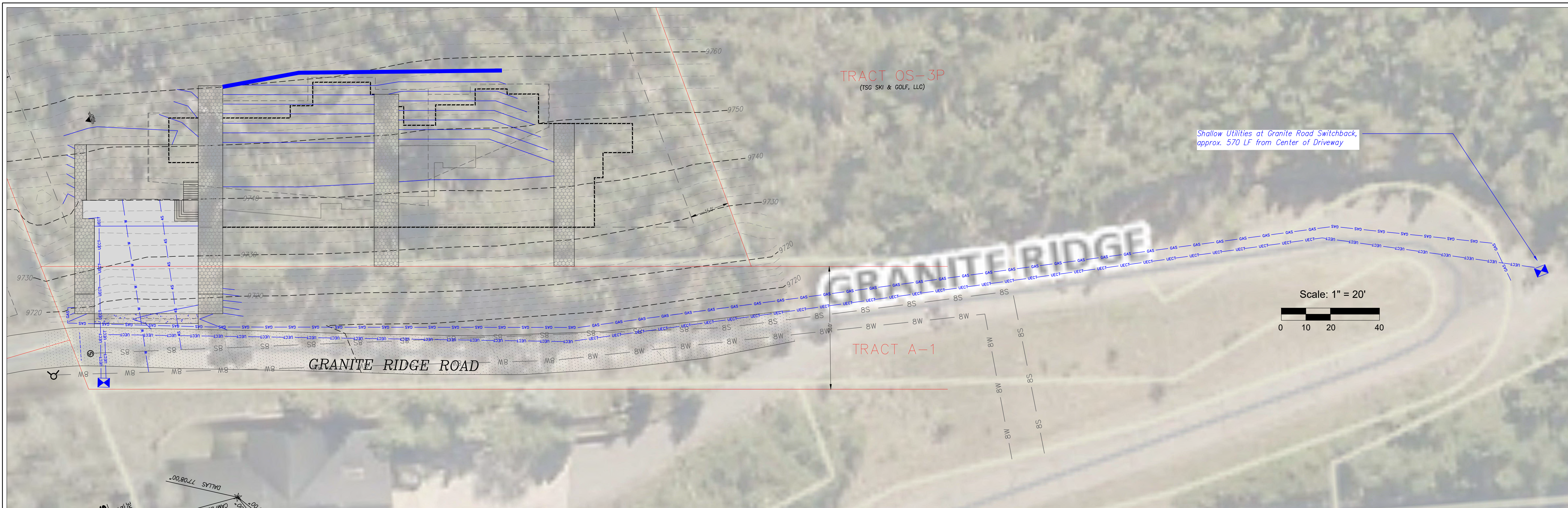
TRACT OS-3P  
(TSG SKI & GOLF, LLC)



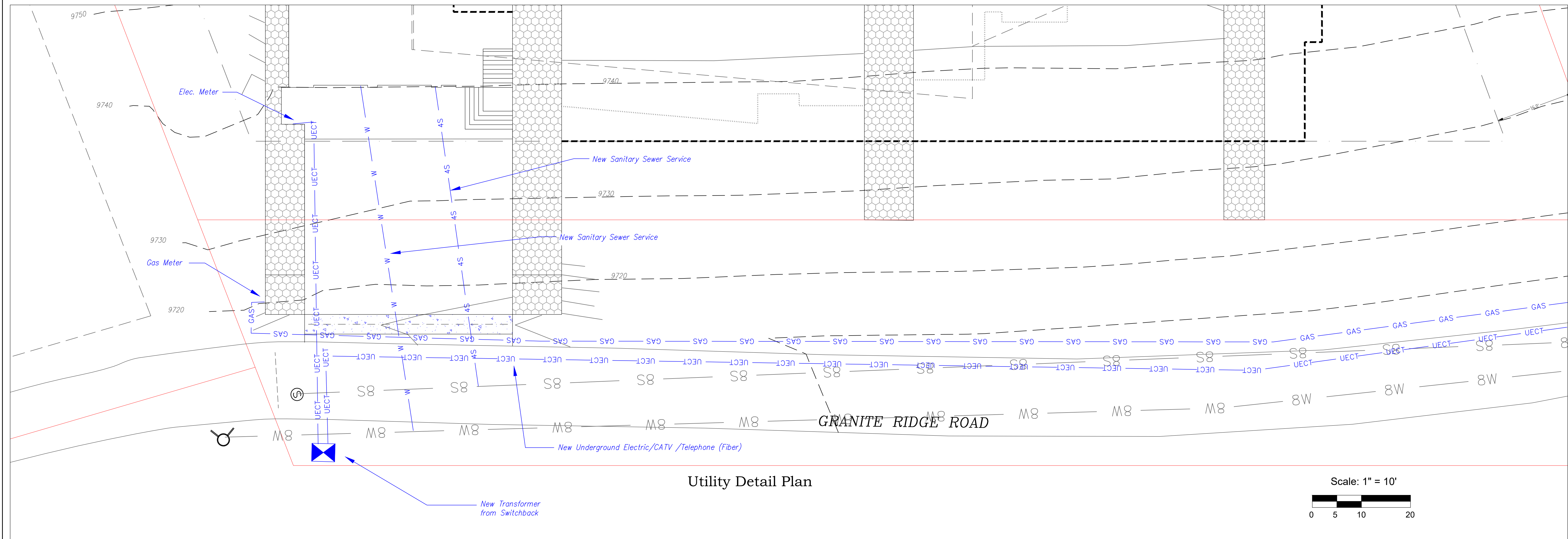
Driveway Profile

Station

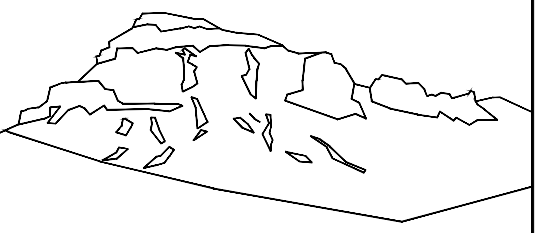




Utility Vicinity Plan



Utility Detail Plan



Uncompahgre  
Engineering, LLC

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

SUBMISSIONS:  
DRB SUBMITTAL 2021-10-18

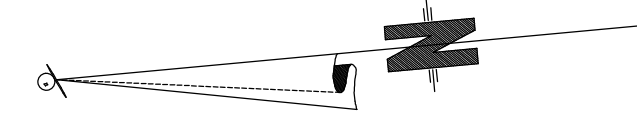
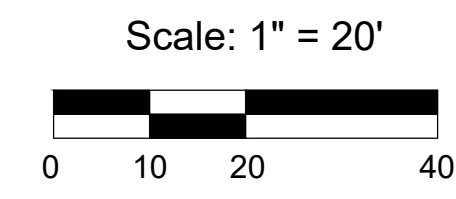
Bhatia Residence  
Lot 138  
Granite Ridge Rd.  
Mtn. Village, CO



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

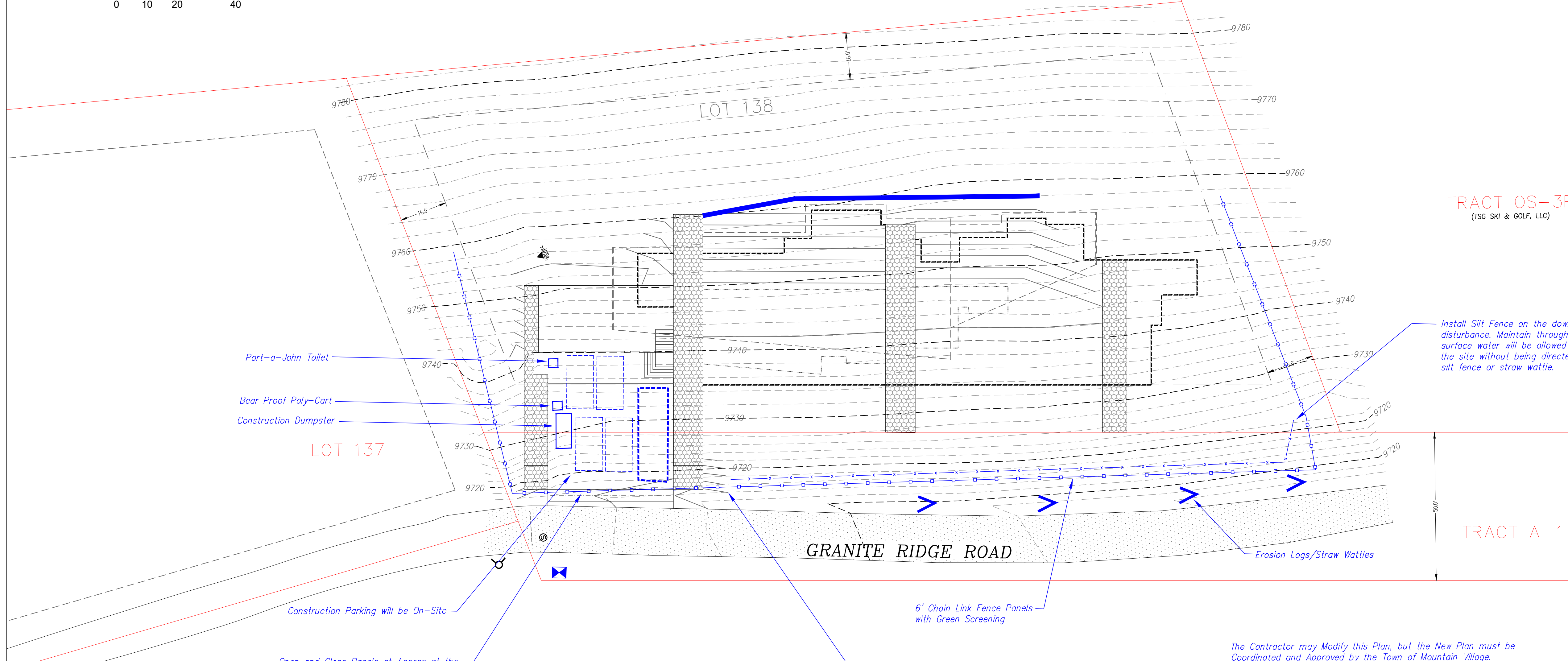
Utility Plan

C3



TRACT OS-3N  
(TSG SKI & GOLF, LLC)

TRACT OS-3P  
(TSG SKI & GOLF, LLC)



- Part-a-John Toilet
- Bear Proof Poly-Cart
- Construction Dumpster

Install Silt Fence on the downhill side of disturbance. Maintain throughout job. No surface water will be allowed to discharge the site without being directed through a silt fence or straw wattle.

Construction Parking will be On-Site

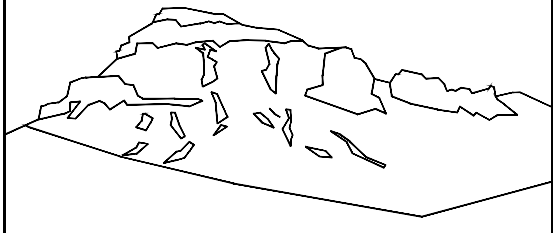
Open and Close Panels at Access at the Beginning and End of Each Work Day

6" Chain Link Fence Panels with Green Screening

Contractor Shall Display Sign with Name and Phone Number of a 24/7/365 Emergency Contact.

The Contractor may Modify this Plan, but the New Plan must be Coordinated and Approved by the Town of Mountain Village.

TRACT A-1



Uncompahgre  
Engineering, LLC

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

SUBMISSIONS:  
DRB SUBMITTAL 2021-10-18

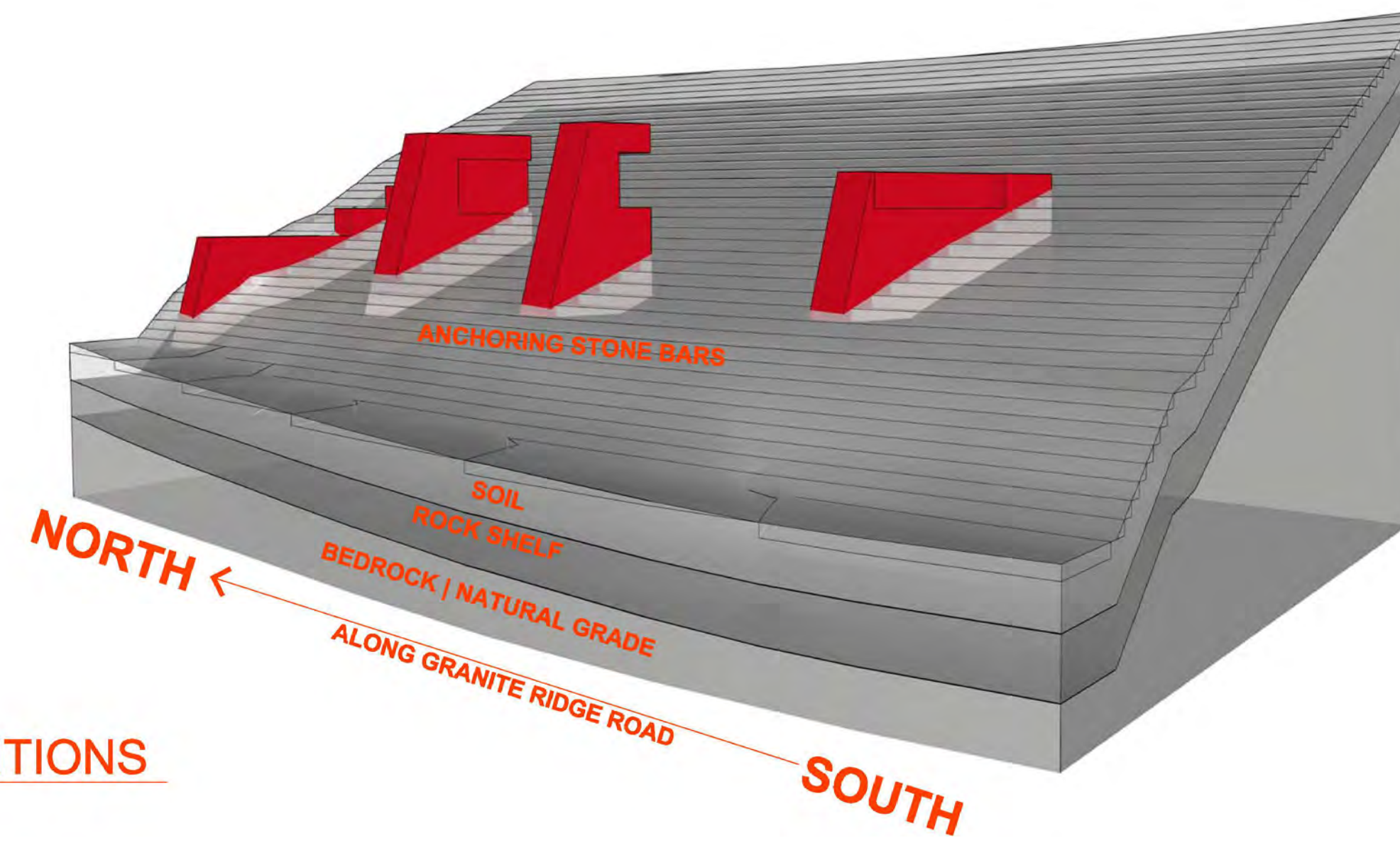
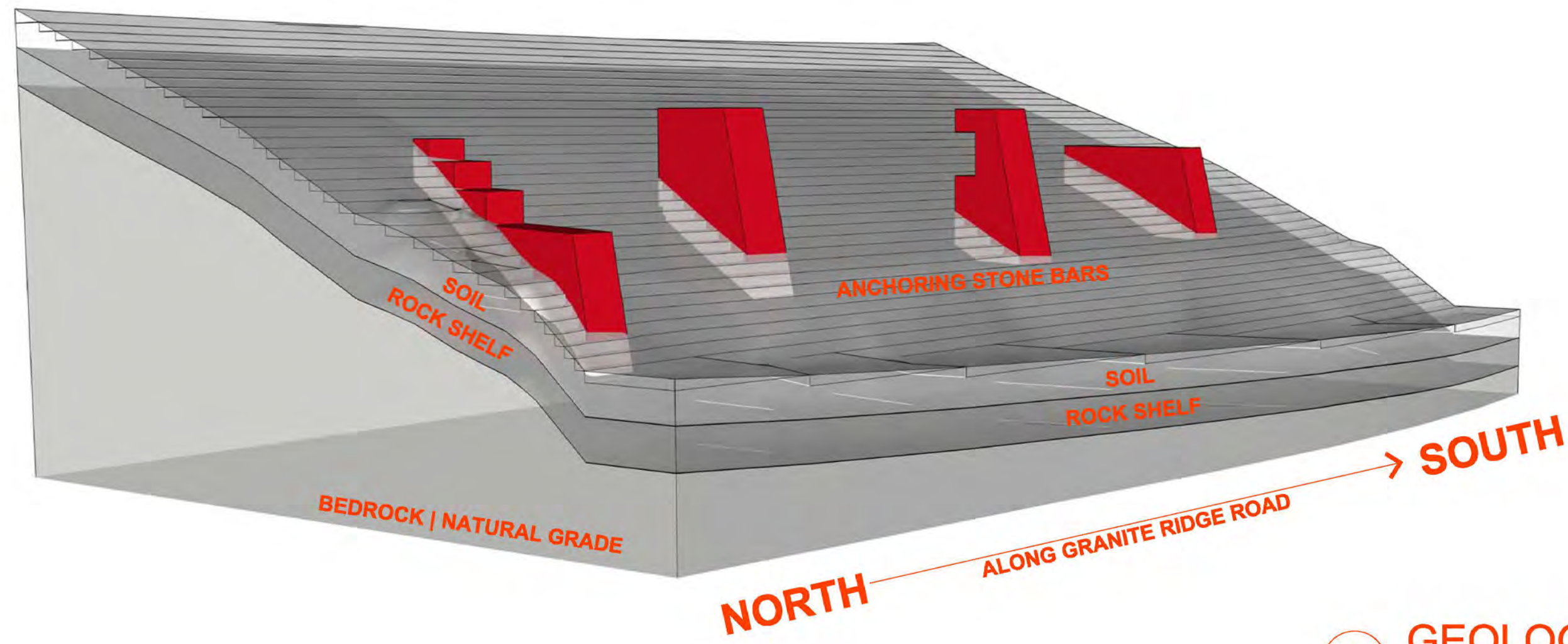
Bhatia Residence  
Lot 138  
Granite Ridge Rd.  
Mtn. Village, CO



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

Construction  
Mitigation  
Plan

C4



1 **GEOLOGICAL SITE CONDITIONS**  
SCALE: NTS

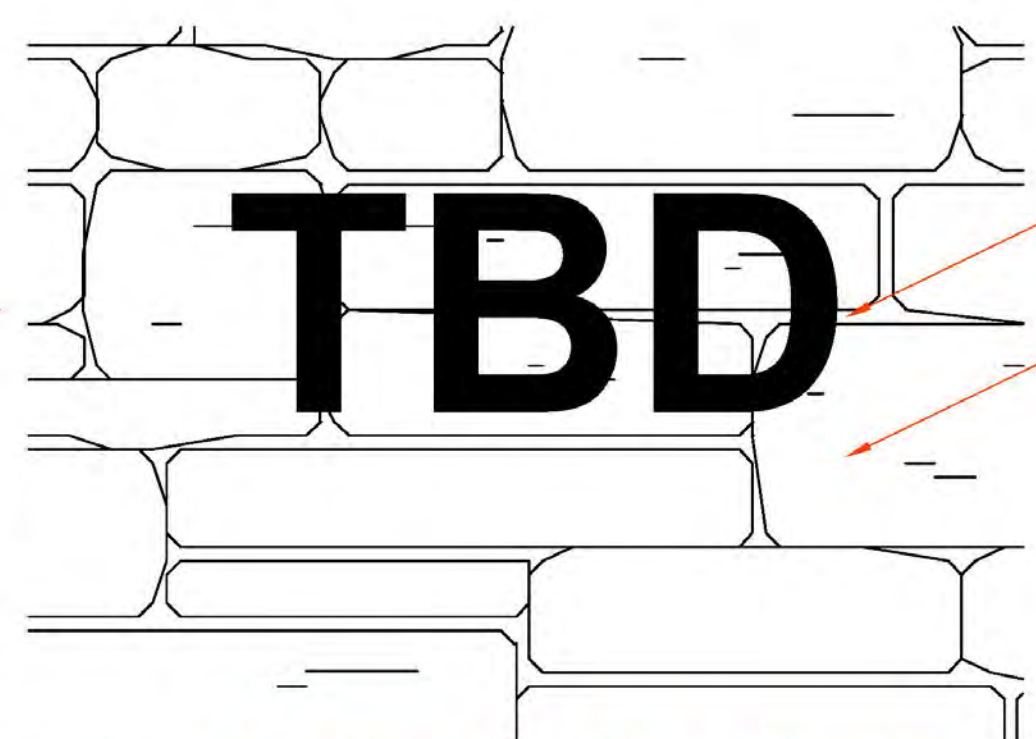
SITE PHOTOS



NORTH ————— ALONG GRANITE RIDGE ROAD ————— SOUTH

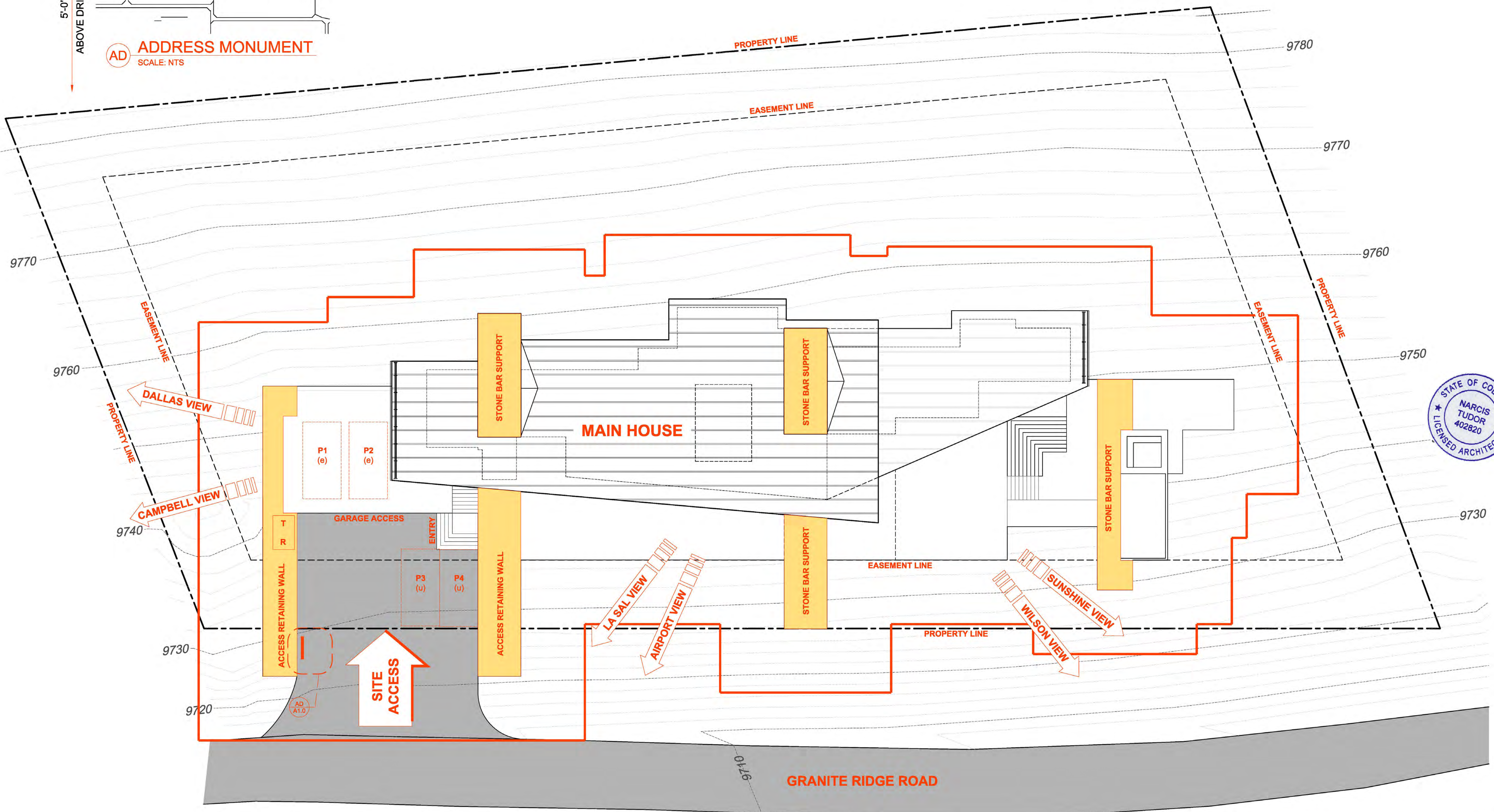









AD ADDRESS MONUMENT  
SCALE: NTS

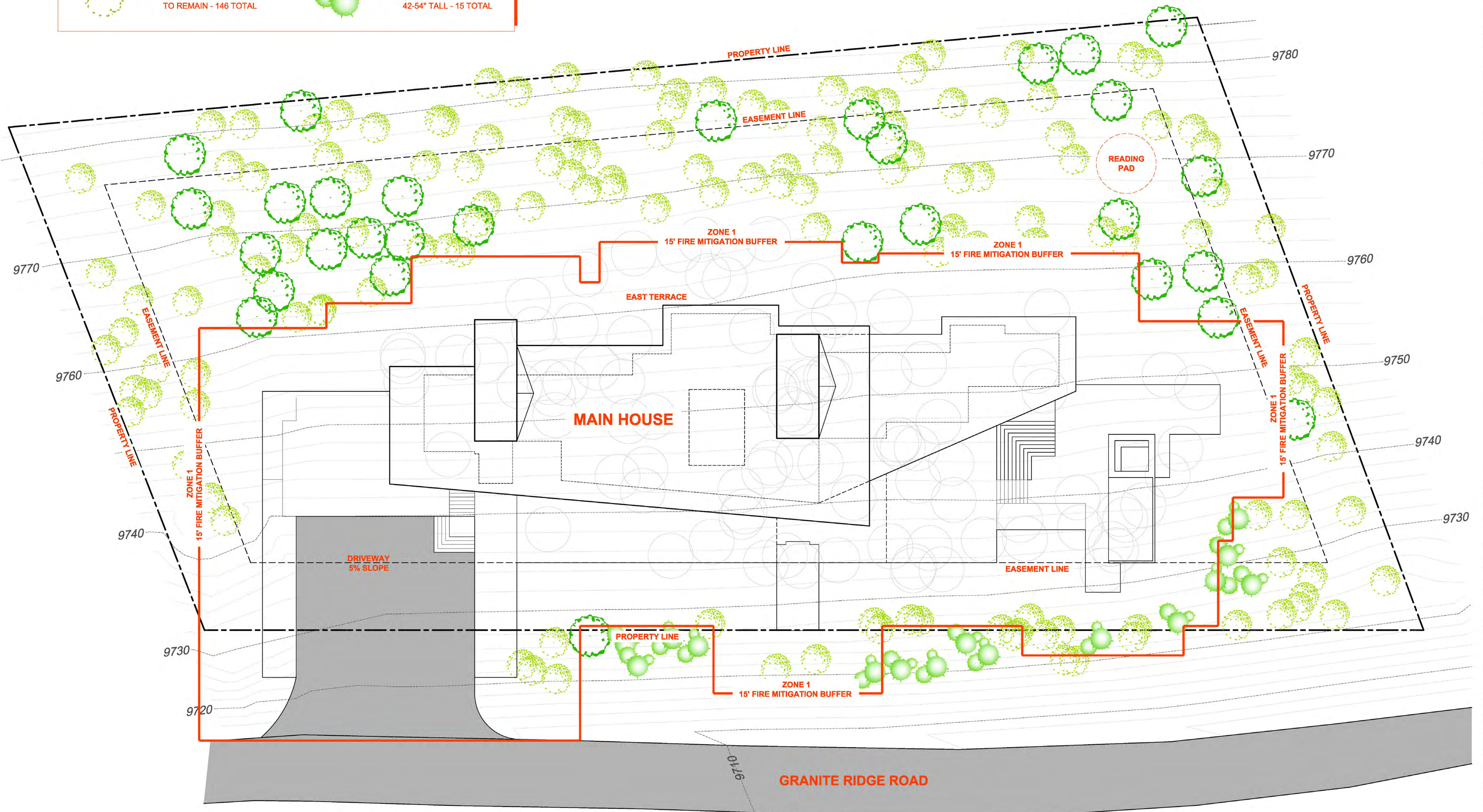
5'-0" ABOVE DRIVEWAY

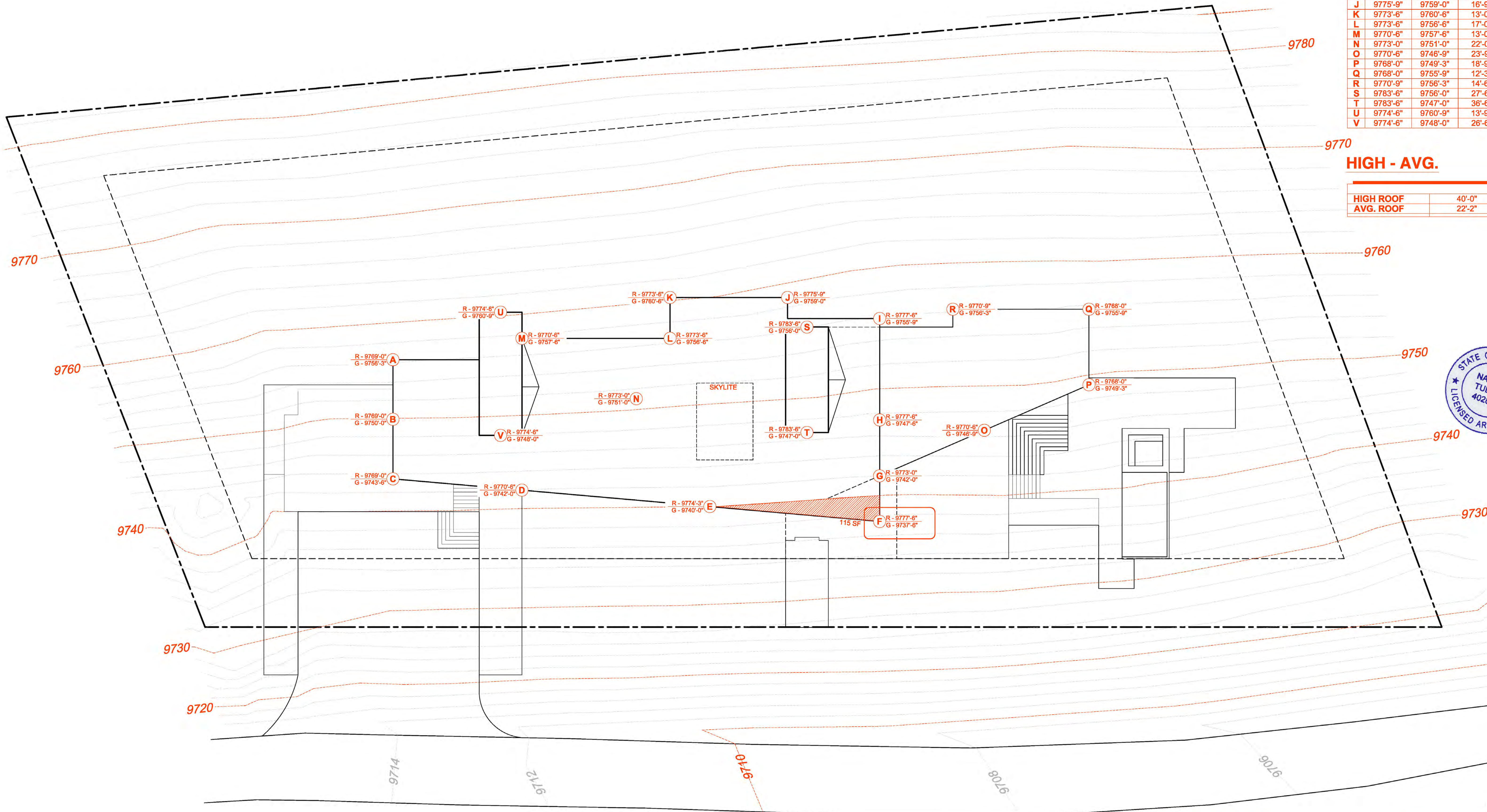


1 OVERALL SITE PLAN  
SCALE: 3/32" = 1'-0"

**LANDSCAPE KEY**

	- EXISTING EVERGREEN TREES TO REMAIN - 30 TOTAL		- EXISTING TREES TO BE REMOVED - 94 TOTAL
	- EXISTING ASPEN TREES TO REMAIN - 146 TOTAL		- NEW EVERGREEN SHRUBS 42-54" TALL - 15 TOTAL





**HEIGHT CALCS.**

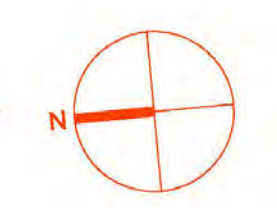
	ROOF	GRADE	HEIGHT
A	9769'-0"	9756'-3"	12'-9"
B	9769'-0"	9750'-0"	19'-0"
C	9769'-0"	9743'-6"	15'-6"
D	9770'-6"	9742'-0"	28'-6"
E	9774'-3"	9740'-0"	34'-3"
F	9777'-6"	9737'-6"	40'-0"
G	9773'-0"	9742'-0"	31'-0"
H	9777'-6"	9747'-6"	30'-0"
I	9777'-6"	9755'-9"	21'-9"
J	9775'-9"	9759'-0"	16'-9"
K	9773'-6"	9760'-6"	13'-0"
L	9773'-6"	9756'-6"	17'-0"
M	9770'-6"	9757'-6"	13'-0"
N	9773'-0"	9751'-0"	22'-0"
O	9770'-6"	9746'-9"	23'-9"
P	9768'-0"	9749'-3"	18'-9"
Q	9768'-0"	9755'-9"	12'-3"
R	9770'-9"	9756'-3"	14'-6"
S	9783'-6"	9756'-0"	27'-6"
T	9783'-6"	9747'-0"	36'-6"
U	9774'-6"	9760'-9"	13'-9"
V	9774'-6"	9748'-0"	26'-6"

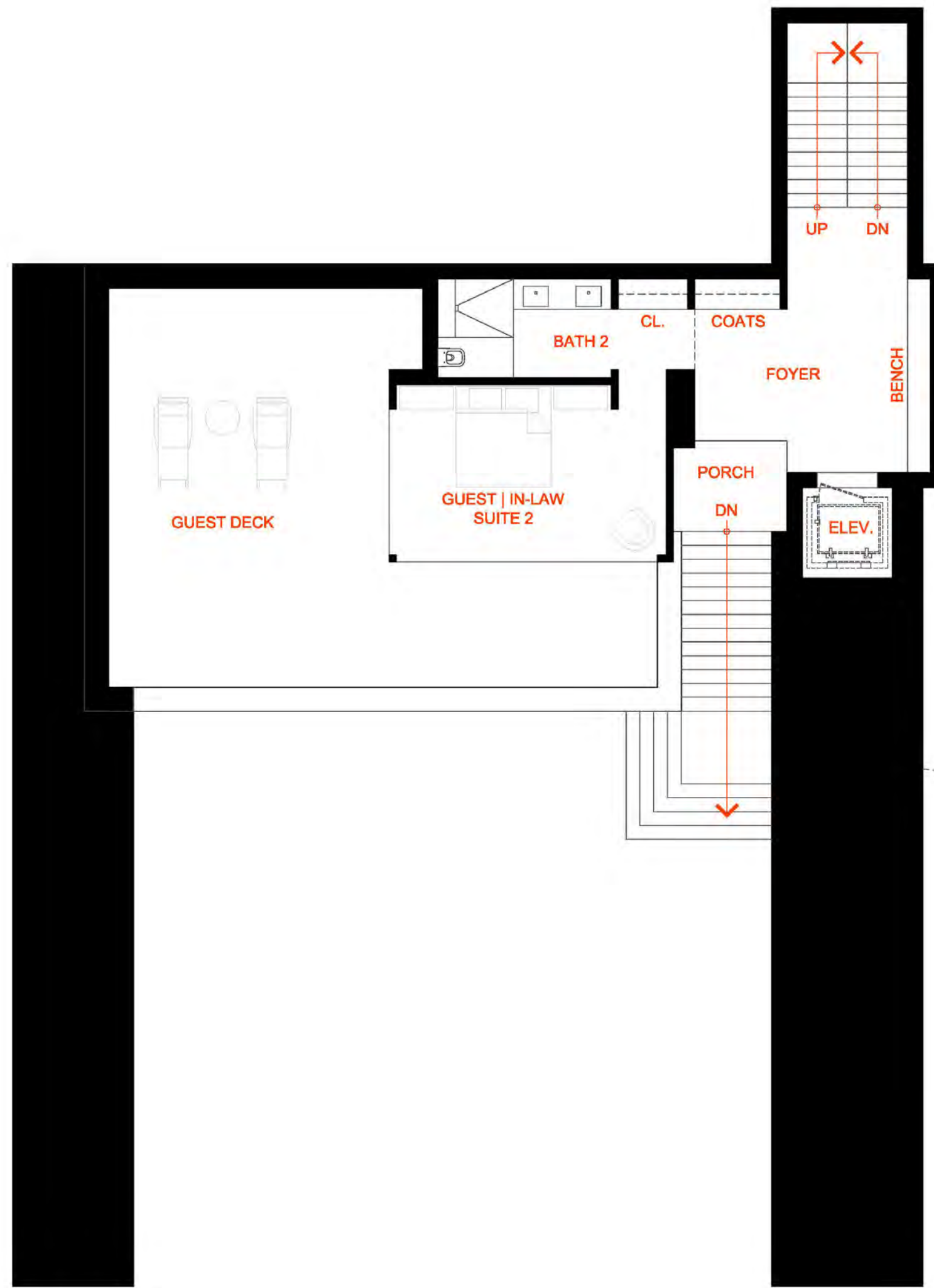
**HIGH - AVG.**

HIGH ROOF	40'-0"
AVG. ROOF	22'-2"

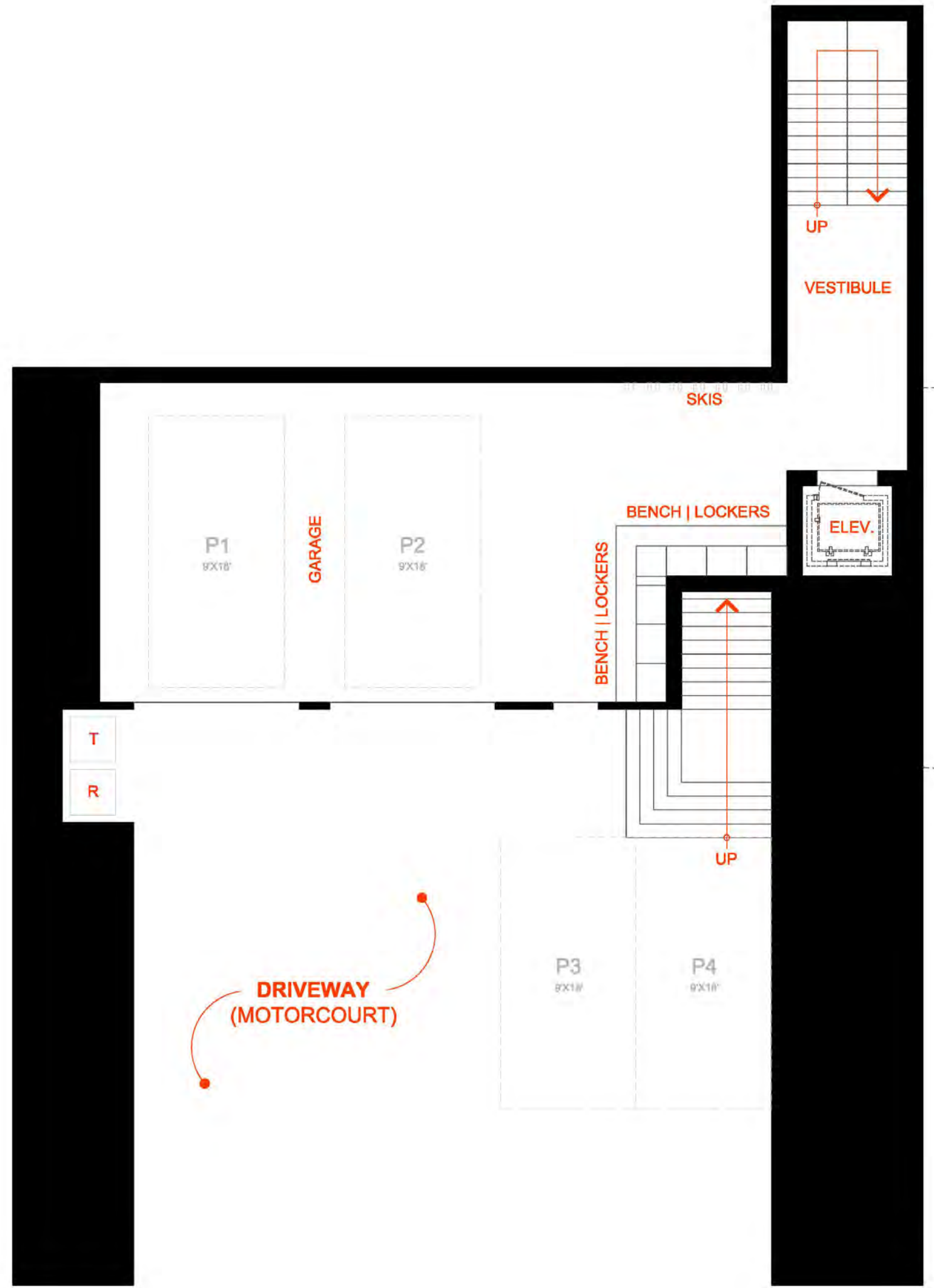
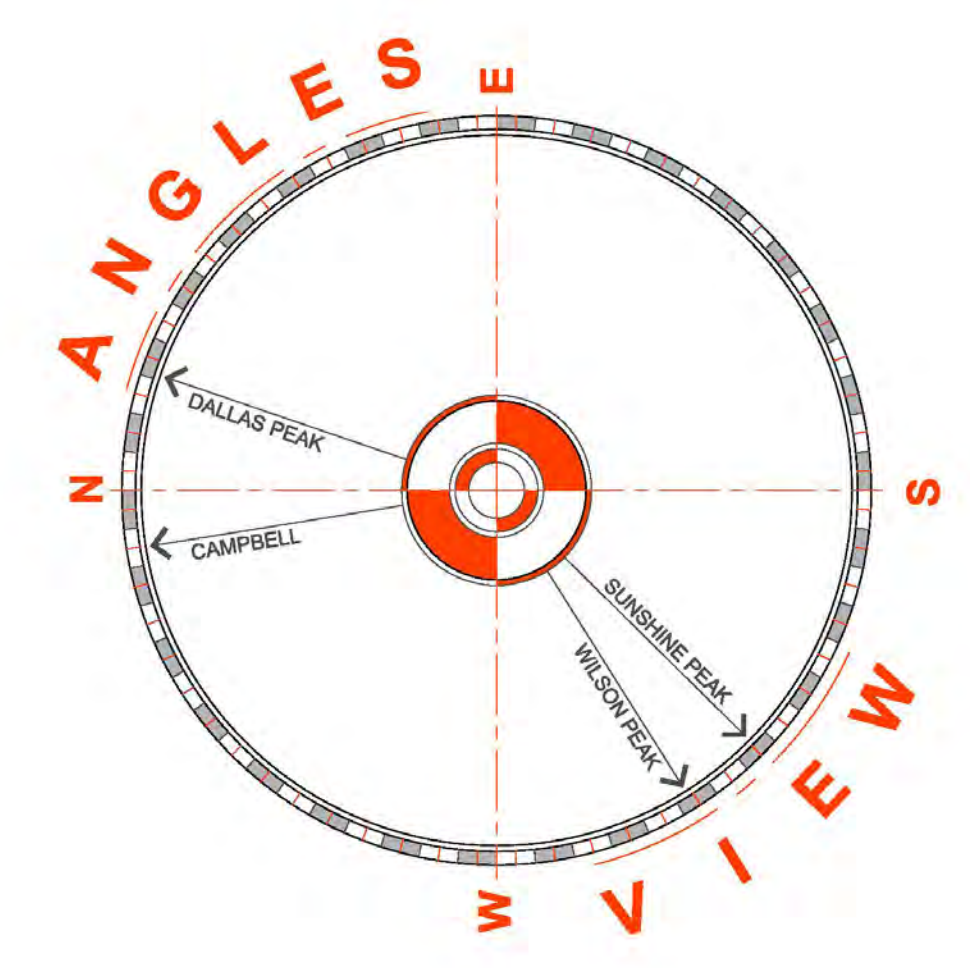


**1 HEIGHT DIAGRAM**  
SCALE: 3/32" = 1'-0"



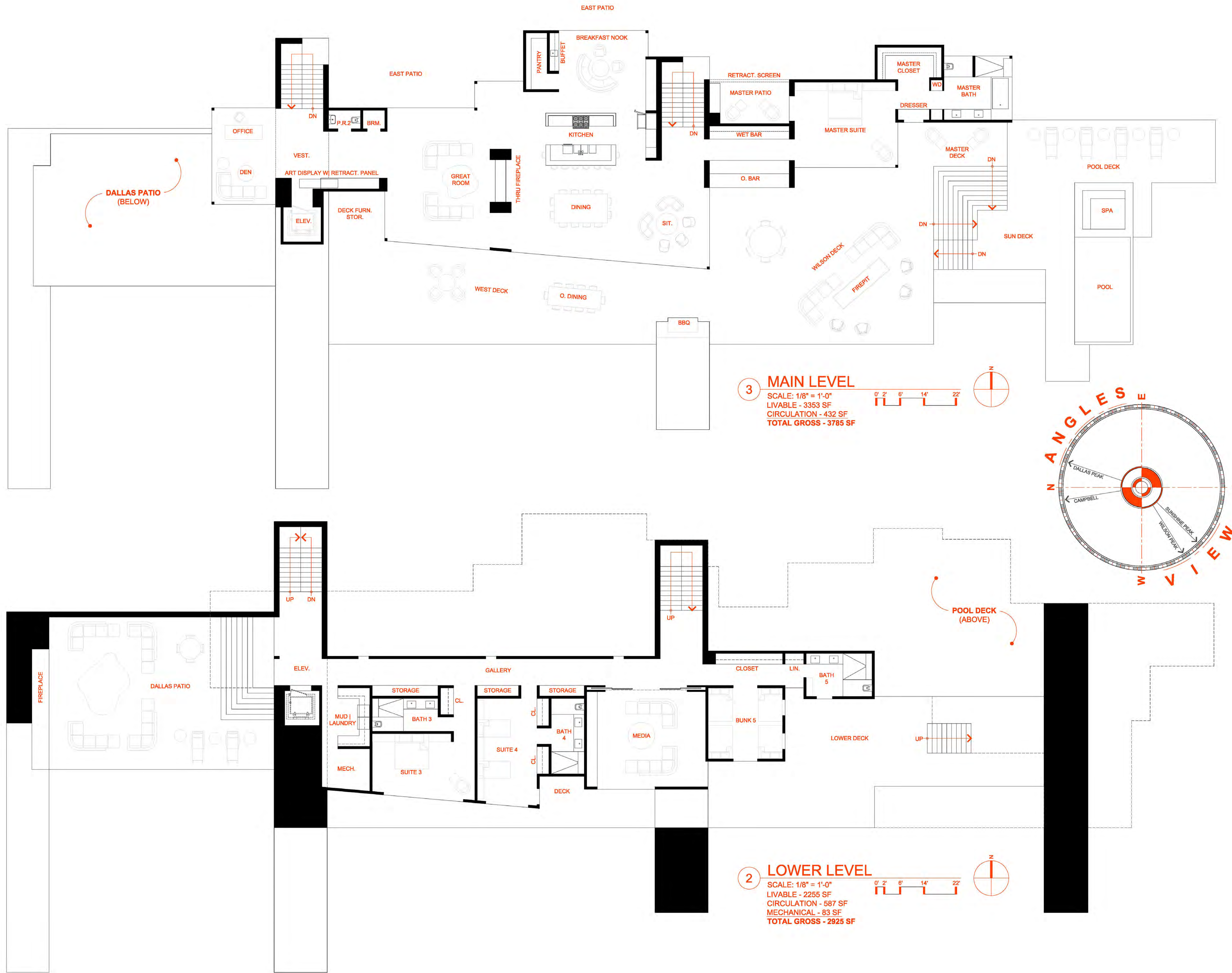


**1 GUEST LEVEL**  
 SCALE: 1/8" = 1'-0"  
 GUEST HOUSE - 374 SF  
 CIRCULATION - 454 SF  
 TOTAL GROSS - 828 SF



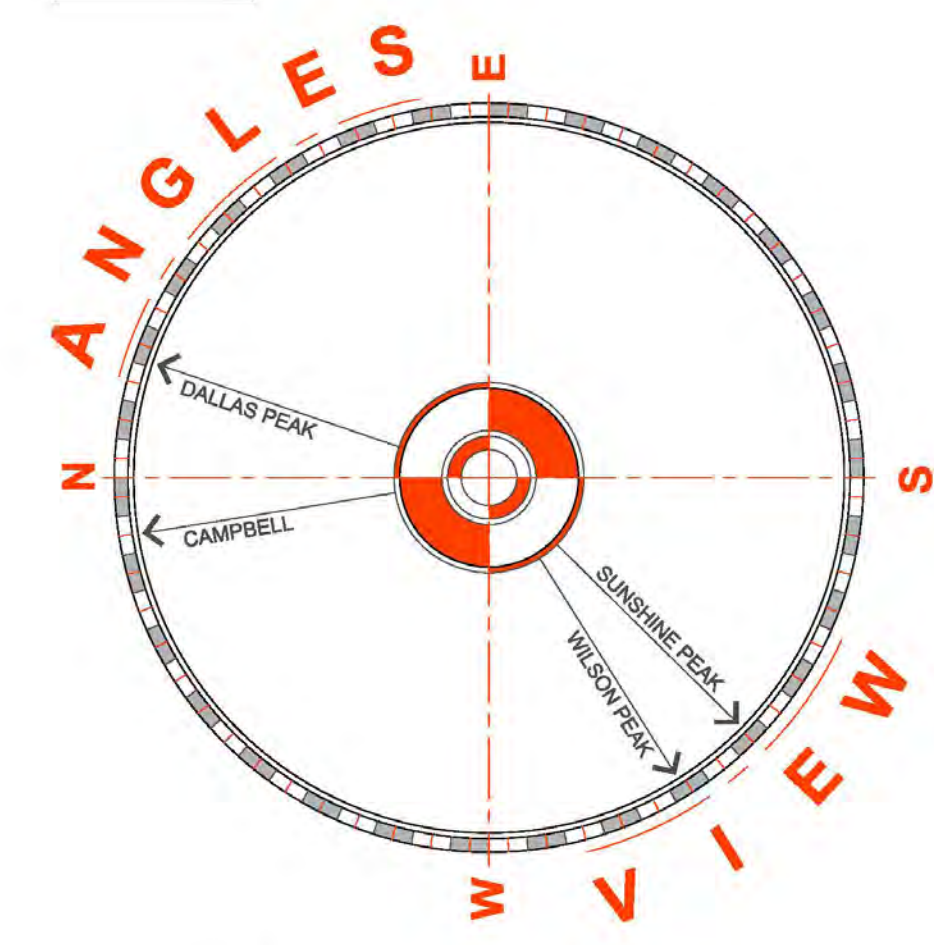
**0 GARAGE LEVEL**  
 SCALE: 1/8" = 1'-0"  
 GARAGE - 897 SF  
 CIRCULATION - 470 SF  
 TOTAL GROSS - 1367 SF

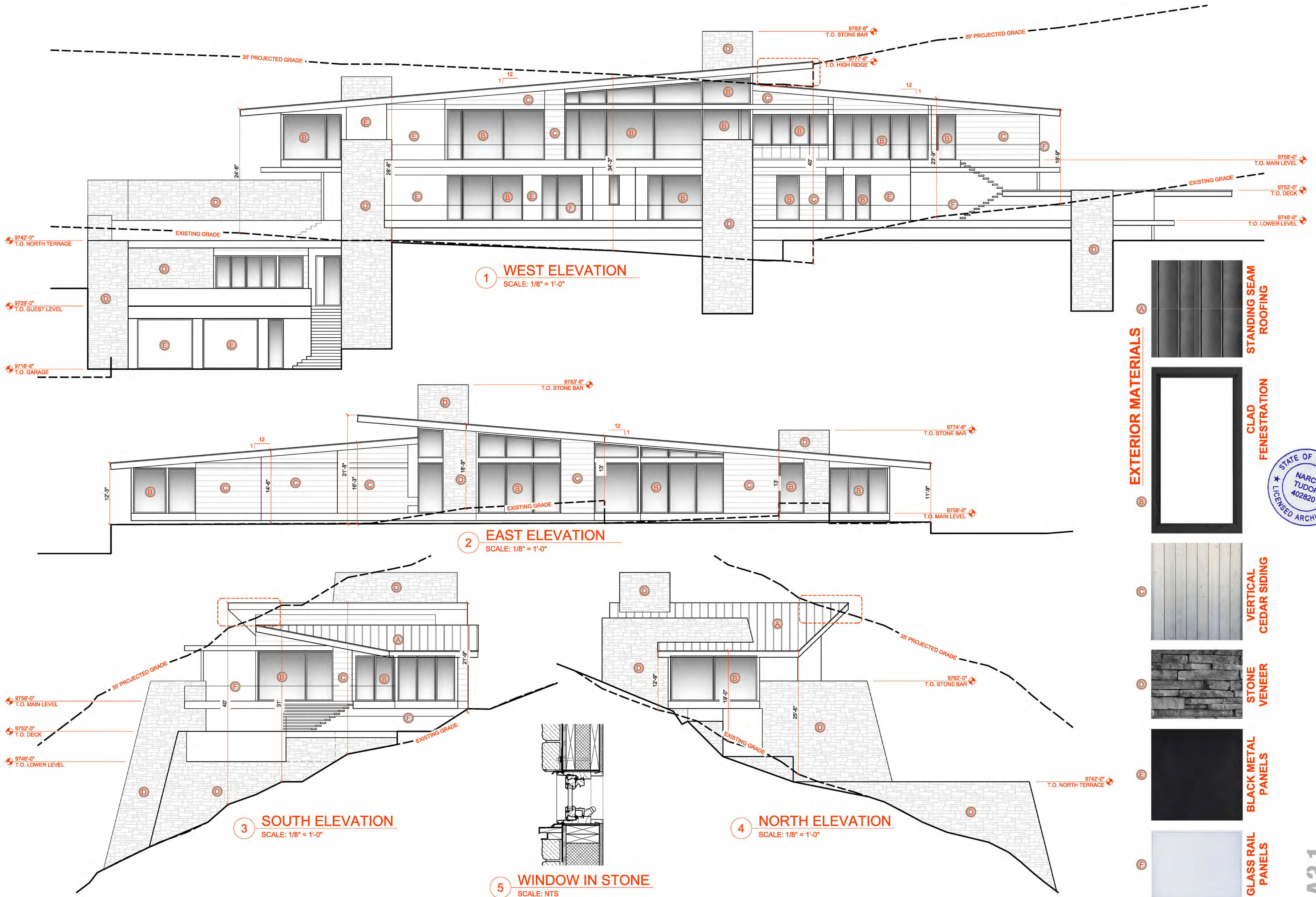


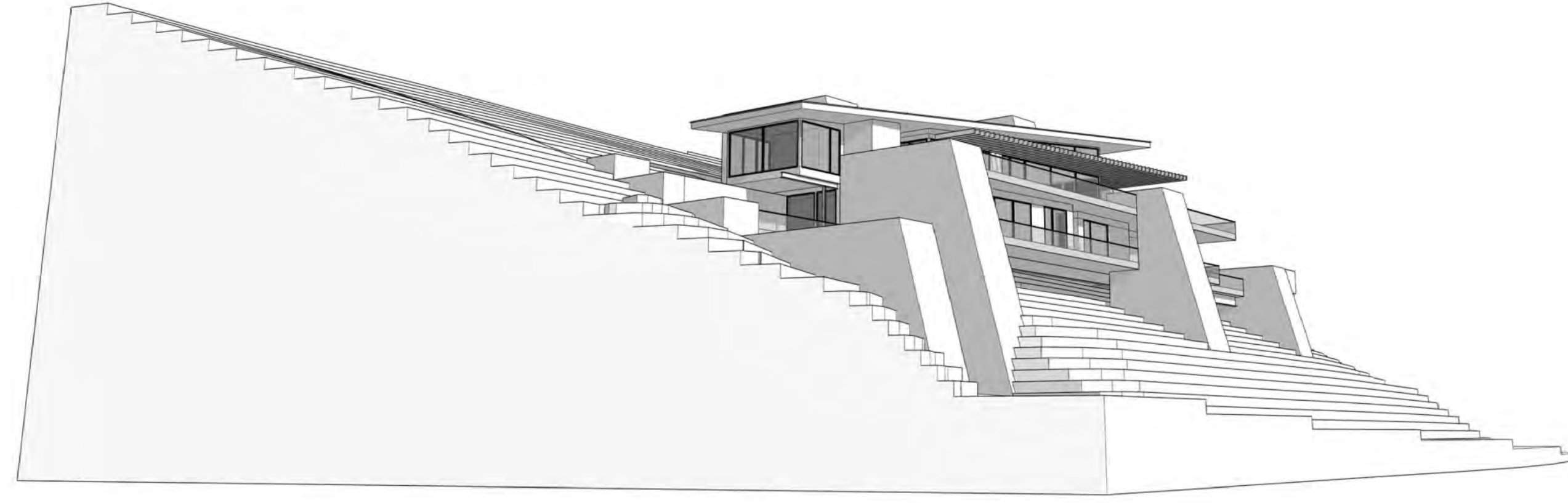
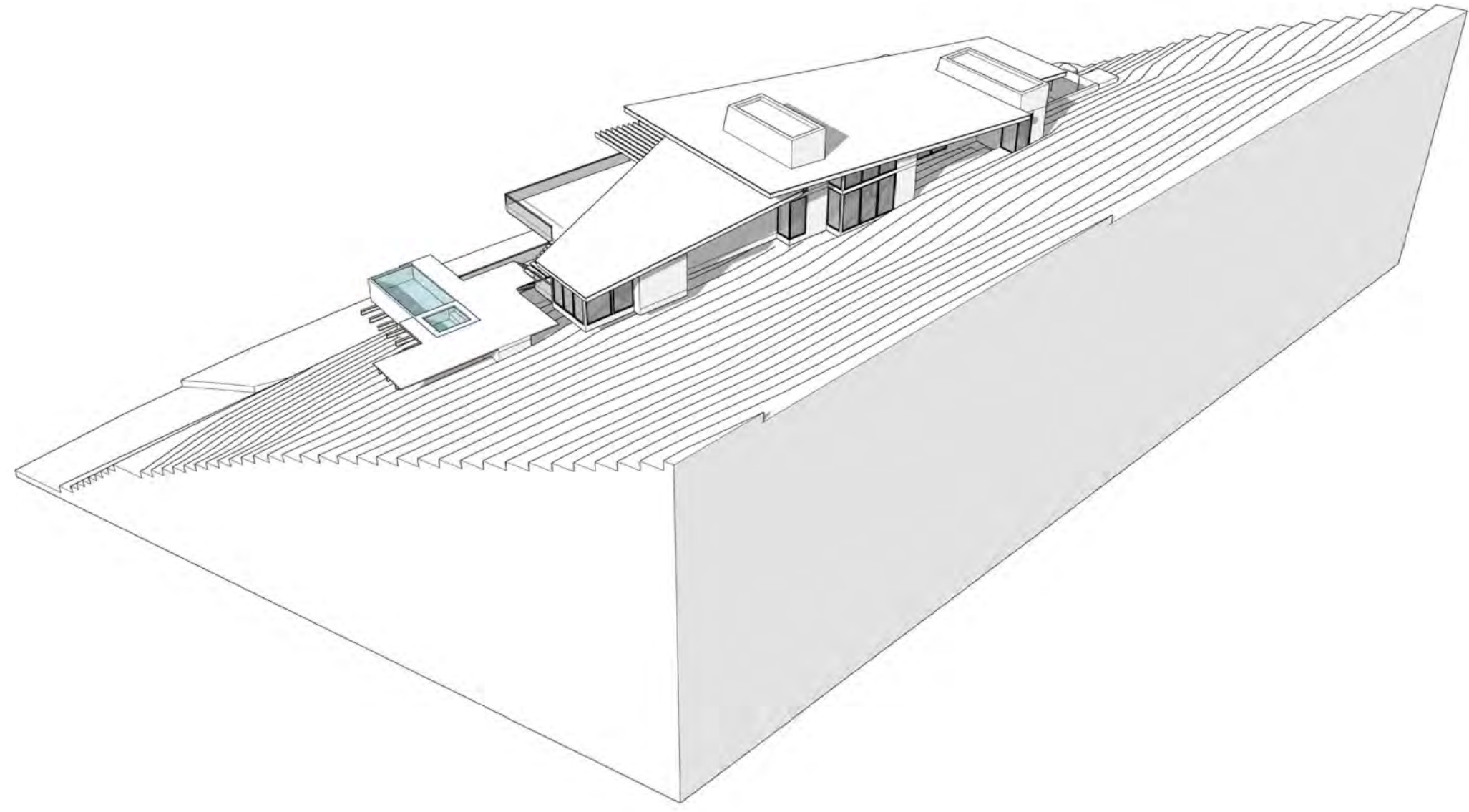
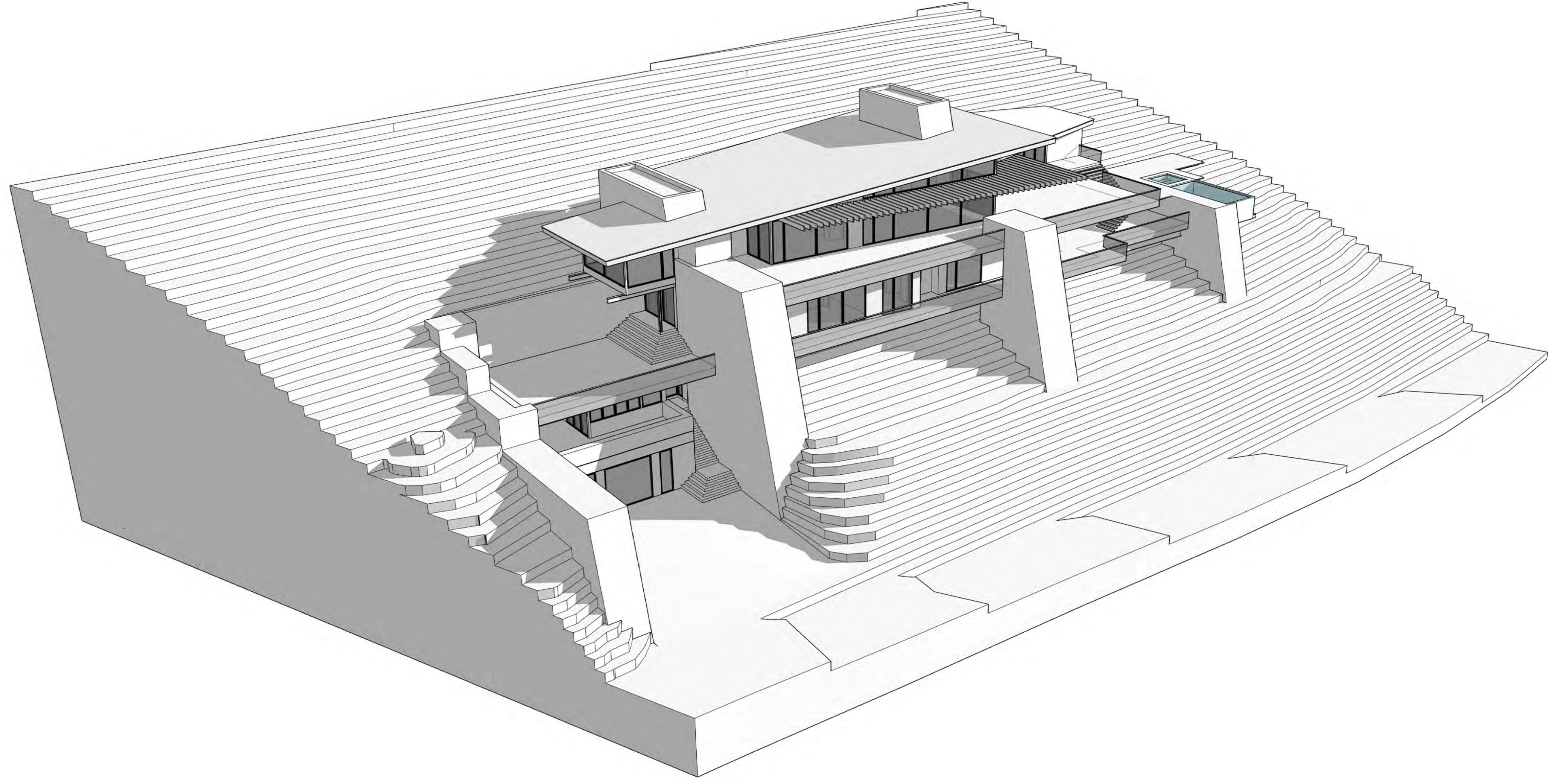


**3 MAIN LEVEL**  
 SCALE: 1/8" = 1'-0"  
 LIVABLE - 3353 SF  
 CIRCULATION - 432 SF  
 TOTAL GROSS - 3785 SF

**2 LOWER LEVEL**  
 SCALE: 1/8" = 1'-0"  
 LIVABLE - 2255 SF  
 CIRCULATION - 587 SF  
 MECHANICAL - 83 SF  
 TOTAL GROSS - 2925 SF







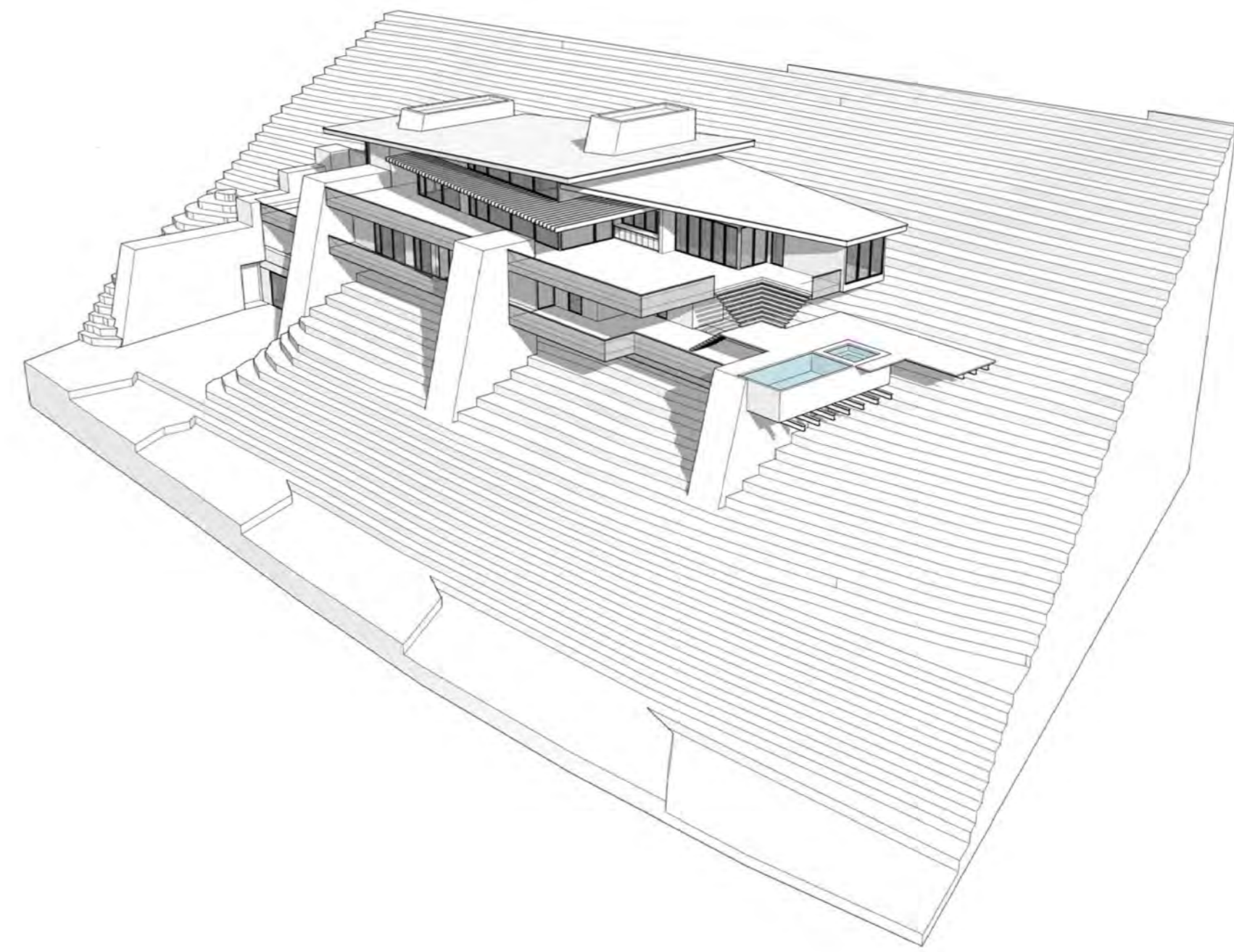
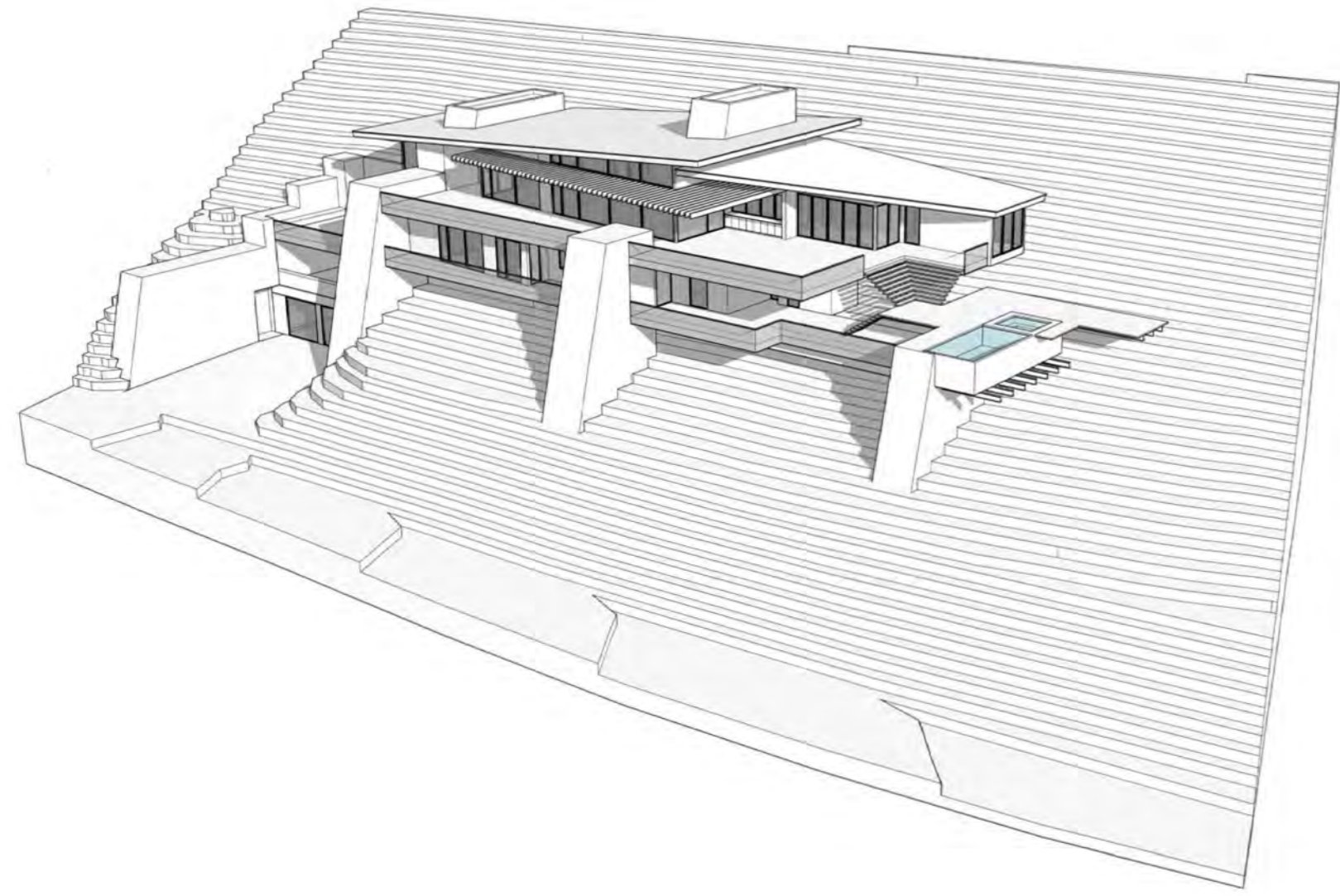
A3.5

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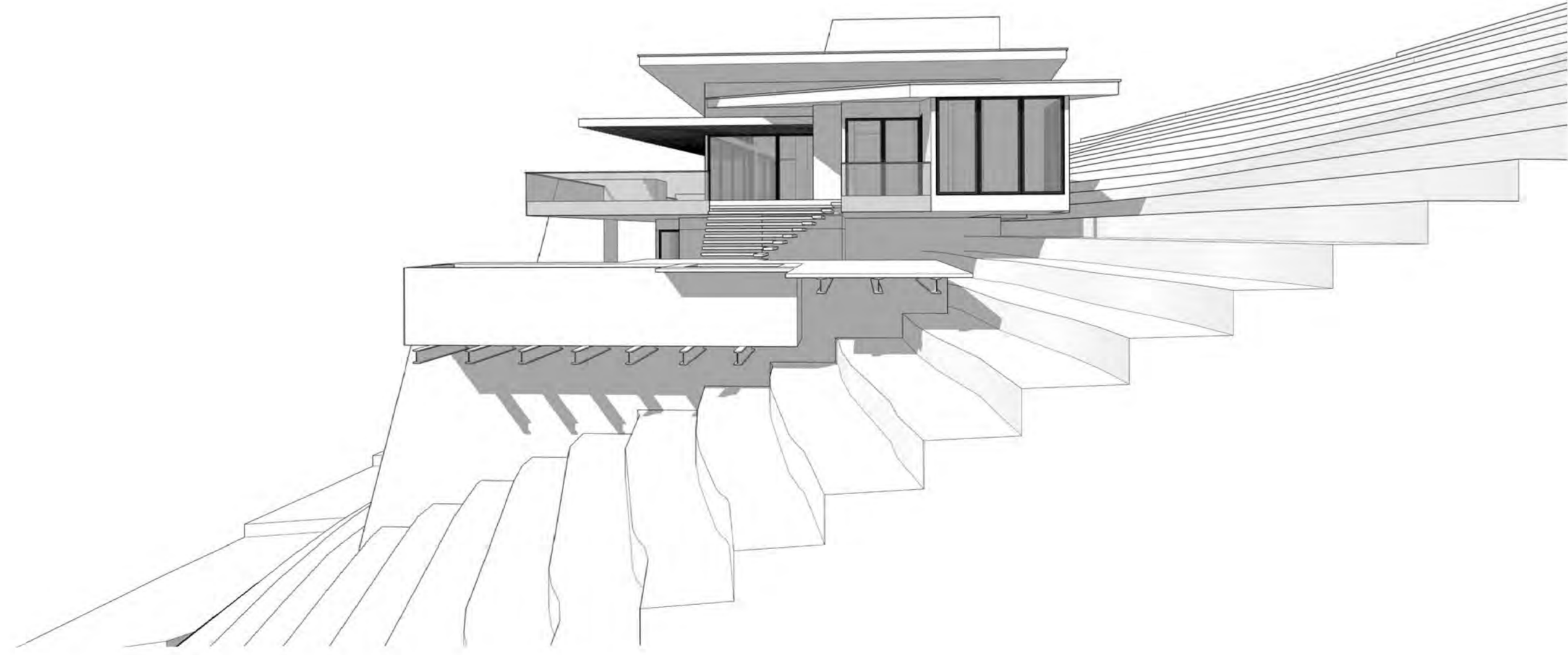
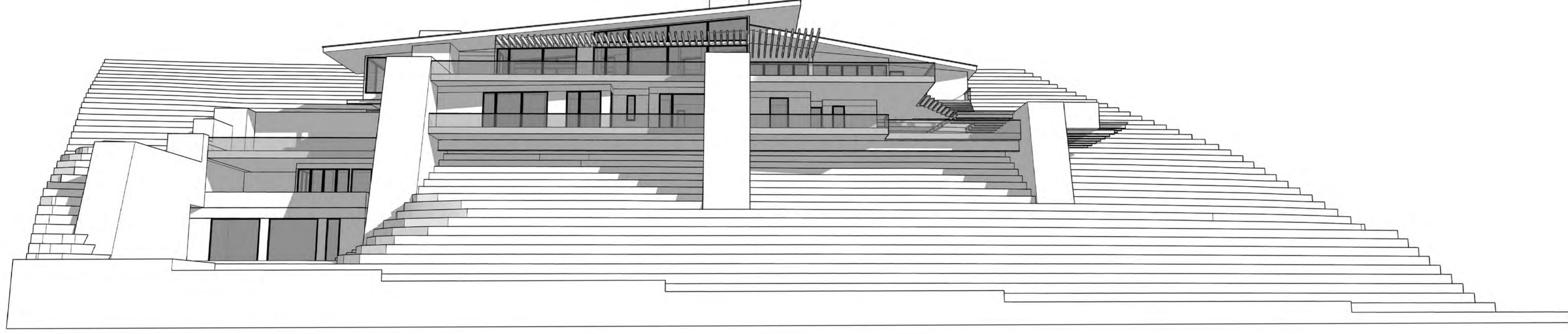
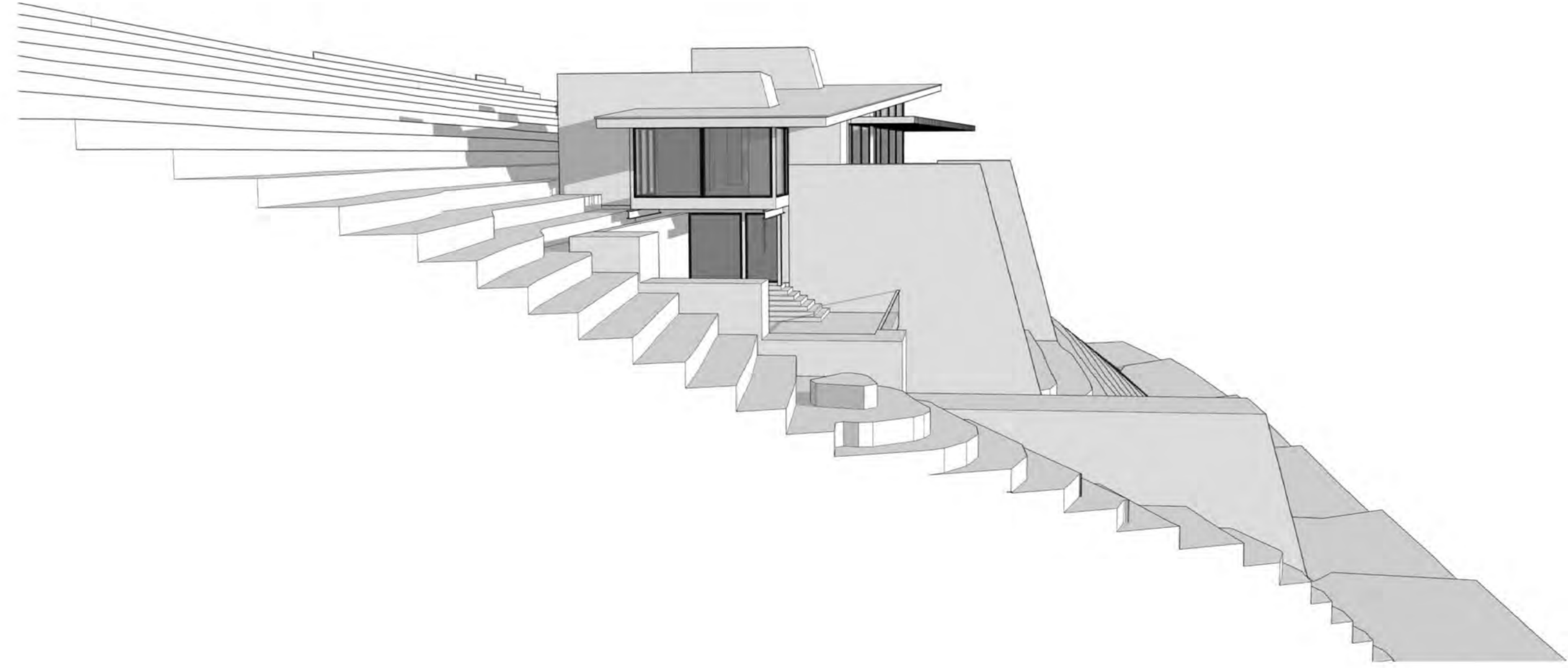
A3.6

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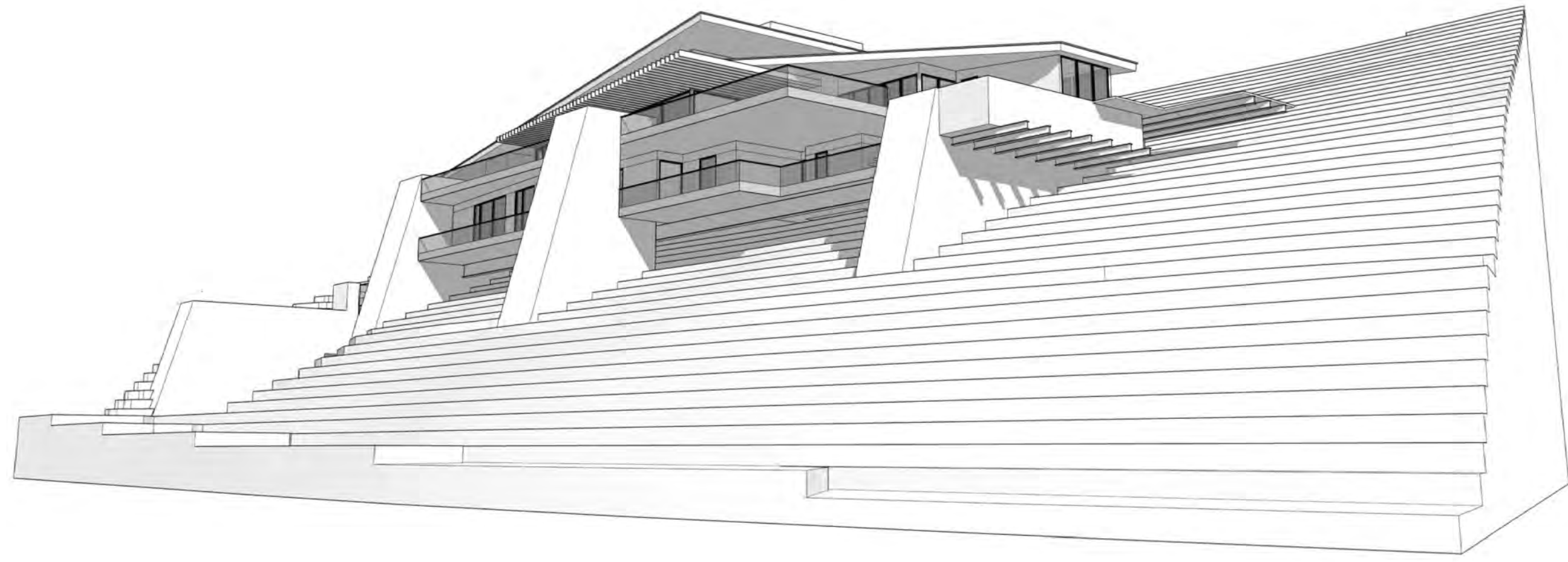
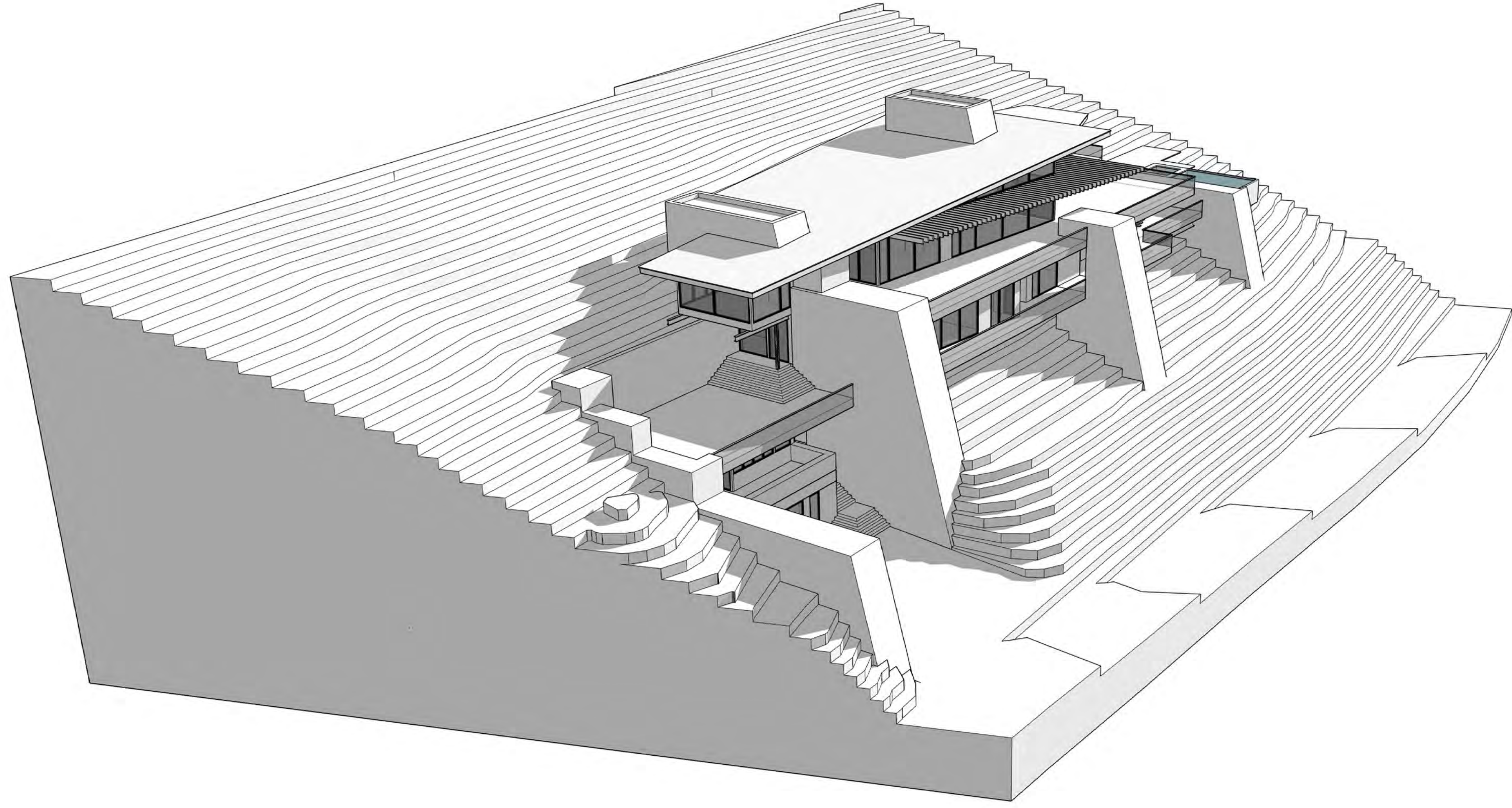
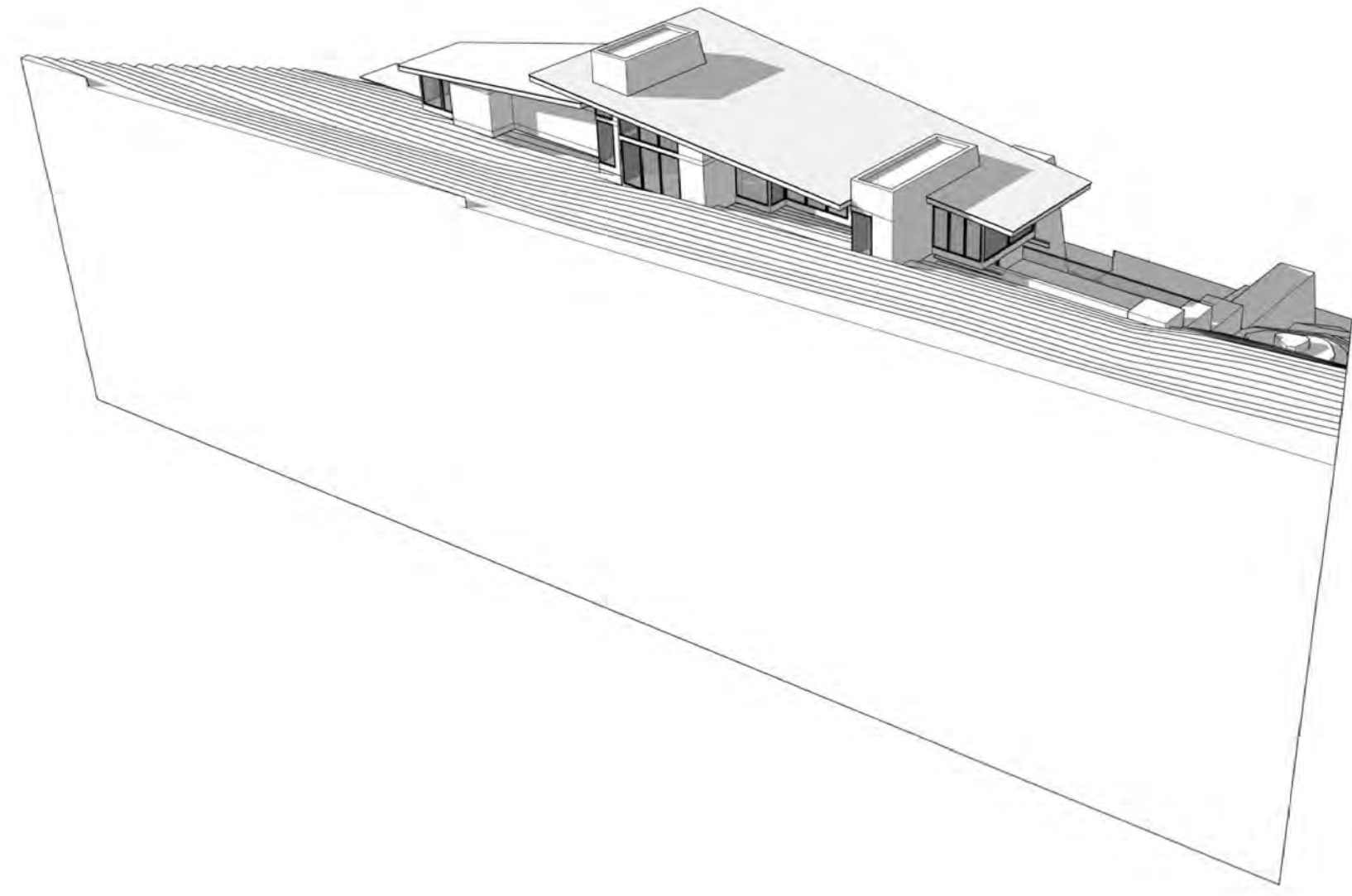
A3.7

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A3.8

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Consideration of a Resolution Approving a Minor Subdivision to Vacate a Portion of the General Easement, Consideration of a Resolution Approving a Road Right of Way Encroachment, and Consideration of a Resolution Regarding a Height Variance at Lot 138, 100 Granite Ridge

Mountain Village Town Council

January 20, 2022

Amy Ward, Planner

## APPLICATION OVERVIEW: New Single-Family Home on Lot 138

### **PROJECT GEOGRAPHY**

**Legal Description:** LOT 138, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE PLAT RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**Address:** 100 Granite Ridge

**Applicant/Agent:** Narcis Tudor, Narcis Tudor Architects

**Owner:** VIKRANT BHATIA AND YASMIN BHATIA

**Zoning:** Single-Family

**Existing Use:** Vacant

**Proposed Use:** Single-Family

**Lot Size:** .88 acres

**Adjacent Land Uses:**

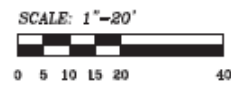
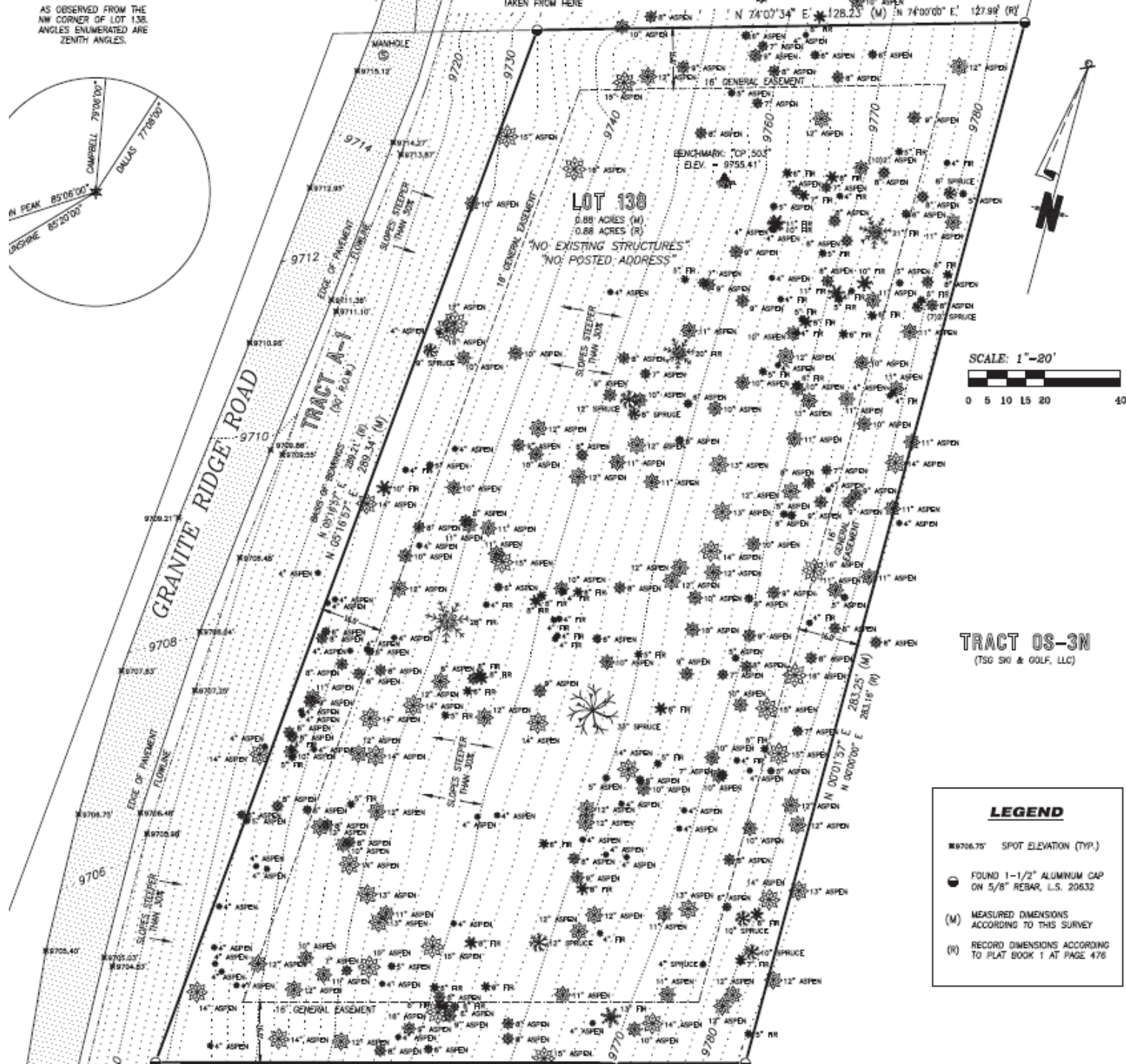
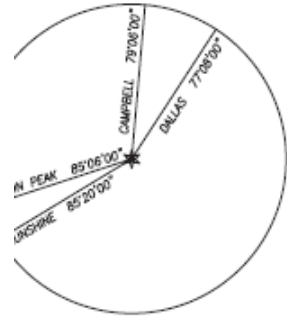
- **North:** Single-family
- **South:** Open space
- **East:** Open space
- **West:** Single-family



*Figure 1: Vicinity Map*

# Existing Conditions:

AS OBSERVED FROM THE NW CORNER OF LOT 138. ANGLES ENUMERATED ARE ZENITH ANGLES.

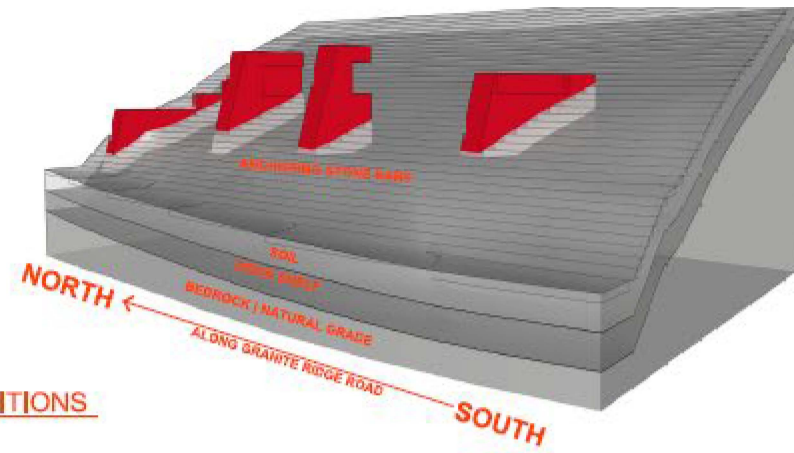
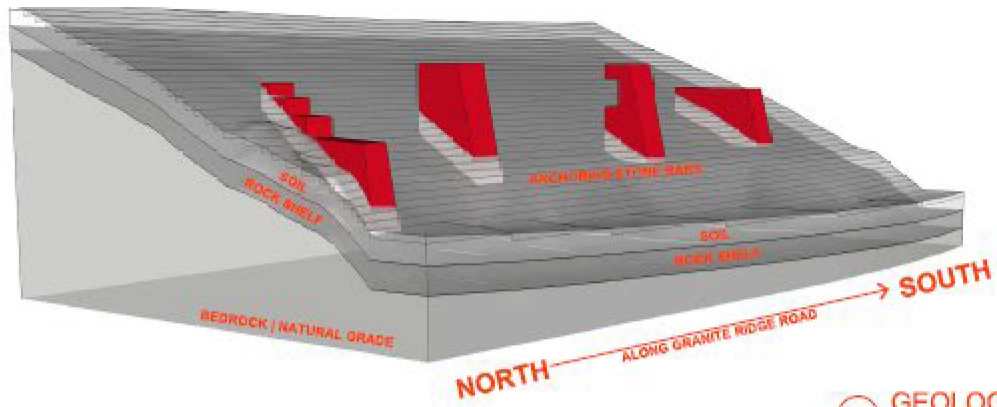


**TRACT OS-3N**  
(TSG SKI & GOLF, LLC)

**LEGEND**

- ⊙ 9706.75 SPOT ELEVATION (TYP.)
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632
- (M) MEASURED DIMENSIONS ACCORDING TO THIS SURVEY
- (R) RECORD DIMENSIONS ACCORDING TO PLAT BOOK 1 AT PAGE 476





**1** GEOLOGICAL SITE CONDITIONS  
SCALE: NTS

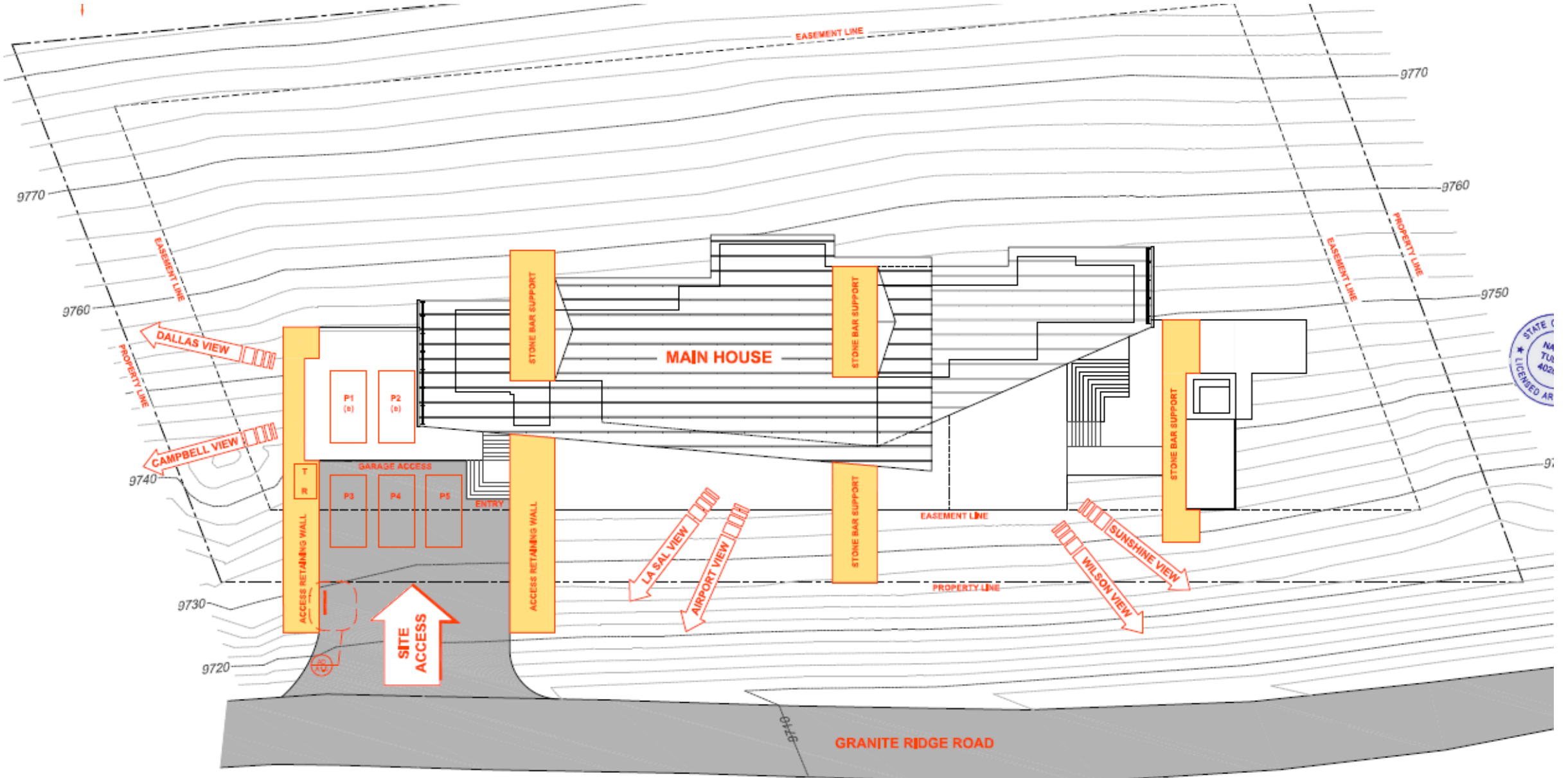


**SITE PHOTOS**

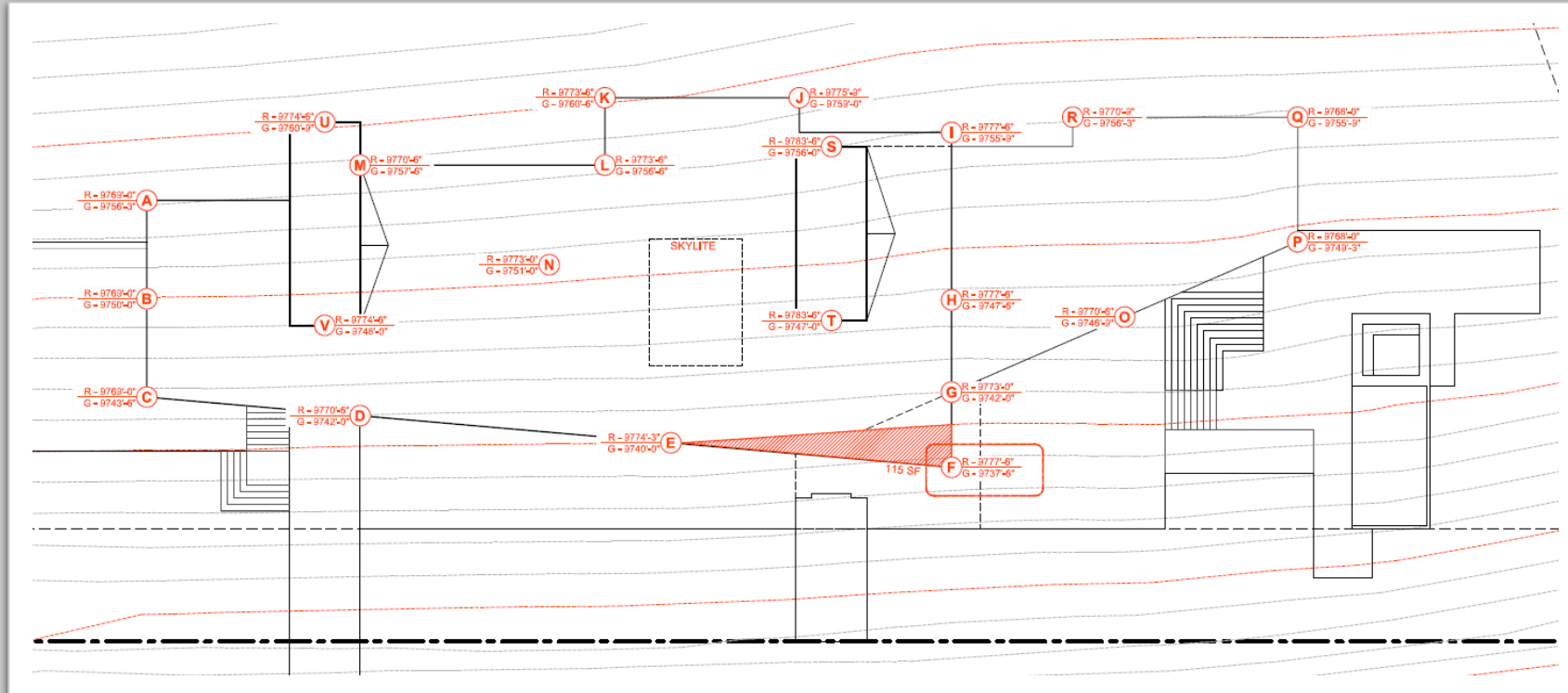


**NORTH** ————— **ALONG GRANITE RIDGE ROAD** ————— **SOUTH**

# Minor Subdivision and Right of Way Encroachment







### Height Variance :

- Max Height for a shed roof is 35'
- Max height proposed is 40' 0" for a Variance request of 5'
- Applicant is meeting the max average height requirement at 22' 2"

On January 6, 2022 DRB voted 6-1 to recommend approval of the requested height variance at the Initial Architecture and Site Review.

DRB does not give a recommendation regarding the minor subdivision (vacation of the western GE) or the road right-of-way encroachment. These issues are solely at the discretion of Town Council.

## **Proposed Motions – Minor Subdivision and RROW Encroachment:**

Staff is recommending the approval of the minor subdivision and suggests the following motion:

*I move to approve a Resolution for a minor subdivision of Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting, with the following conditions:*

- 1. A revised plat showing the vacation of the GE will be recorded with the County prior to the issuance of a building permit.*
- 2. The minor subdivision approval is valid for a 18 month period.*
- 3. The approval of the minor subdivision is premised on the site specific design approval. If the design approval expires, the subdivision approval will also expire.*

Staff is recommending the approval of the road right-of-way encroachment and suggests the following motion:

*I move to approve a Resolution for a Road Right-of-Way Encroachment at Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting, with the following conditions:*

- 1. A license agreement with the Town for any road right of way encroachments will be entered into prior to the issuance of a building permit.*
- 2. An updated as built exhibit showing all constructed encroachments in the right of way will be recorded with the license agreement and recorded with the County prior to the issuance of a Certificate of Occupancy.*
- 3. The right of way encroachments are premised on the subdivision and site specific design approvals. If the design approval expires, the right of way encroachment approval also expires.*

### **Or if Council decides to deny either of these items:**

*I move to deny a Resolution for a minor subdivision/road right of-way encroachment of Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting.*

## **Proposed Motions – Height Variance:**

It is up to Council to determine whether all of the criteria for a height variance have been met. Staff has provided a motion for approval and denial of the height variance. If Council chooses to **approve** the **variance** than staff suggests the following motion:

*I move to approve a Resolution for a height variance of 5' above the allowable per the height restrictions listed in the CDC at a new single-family home located at Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting, with the following conditions:*

- 1. The approved height variance is valid only with the design presented for Initial DRB review on January 6, 2022 and is valid only for the 18 month period of that design approval. One 6-month extension of the original design review approval is allowable.*

If Council chooses to **deny** the height **variance** than staff suggests the following motion:

*I move to deny a Resolution for a height variance of 5' above the allowable per the height restrictions listed in the CDC at a new single-family home located at Lot 138, 100 Granite Ridge based on the evidence provided in the staff record of memo dated December 31, 2021, and the findings of this meeting.*

**Existing Hotbeds/Condos/**

rev. 1.19.22

Parcel	Existing Hotbed Mix	Existing Warmbed* Units	Total Units
Parcel B, Lot 108 Shirana	0	5	5
Parcel, Lot E Le Chamonix	0	7	7
Parcel H Columbia Condos	0	8	8
Parcel I Village Creek	0	10	10
Parcel N, Lot 27A, Belvedere	0	29	29
Lot 159R: Bear Creek Lodge	36	51	87
Lot 43: Inn at Lost Creek	8	24	32
Lot 28: Lumiere	11	18	29
Lots 28, 50 15R: Madeline	96	63	159
Lot 1006R: Mountain Lodge	57	83	140
Lot 128: Peaks	174 <sup>1</sup>	24	198
Lot 42B: Blue Mesa Lodge	13	10	23
Lot 61C & 61D: Franz Klammer	0	63	63
<b>Total</b>	<b>395</b>	<b>50</b>	<b>790</b>

\*Warmbeds are lodge and condominium units

<sup>1</sup>Includes lodge and efficiency lodge units

**High Priority Proposed Hotbed Sites**

Parcel	Target Hotbed Mix	Warmbed Units	Total Target Units
Peaks North Peninsula: Parcel A-1 Lots 122, 123, 128, OS-1R2	50-100	0	50-100
Telluride Conference Center expansion, Parcel A-4 (on Lot 128)	68	0	68
Lot 109R	113	24	137
Lot 161 CR: Parcel F	100-125	37	137-162
Pond Lots: Parcel D	55	52	107
Parcel G	75	0	75
<b>Total</b>	<b>461-536</b>	<b>113</b>	<b>574-649</b>

**Other Potential Hotbed Sites**

Parcel	Target Hotbed Mix	Warmbed Units	Total Target Units
Parcel C-1 89 Lot	0	39	39

Parcel K: Magic Carpet	115	15	130
Parcel O (TSG Clubhouse)	51	7	58
Lot F: Town Hall Center	79	0	79
Total	245	61	306

**Total Existing + High Priority = 1,364 – 1,439**

**Total Overall = 1,670 – 1,745**