

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, MAY 19, 2022, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED 2****

https://us06web.zoom.us/webinar/register/WN_sOU2vyMdRnaaiN1Ld-8VQg

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	35	McConaughy	Legal	Executive Session for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategies for <ul style="list-style-type: none"> a. Negotiations, and/or Instructing Negotiators, and to Discuss the Purchase or Acquisition of Real Property, all Specifically Regarding Lot 615-1CR and the Meadows Trail, Pursuant to CRS 24-6-402(4)(a), (b), and (e) b. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations Developing Strategy for Negotiations and/or Instructing Negotiators, and to Discuss the Purchase or Acquisition of Real Property, all Specifically Regarding Public Parking c. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations Developing Strategy for Negotiations and/or Instructing Negotiators, and to Discuss the Purchase and Sale Agreement for the Land Commonly Known as Ridgway Village Condos West Phase III
3.	2:35	5			Public Comment on Non-Agenda Items
4.	2:40	10	Cavender	Action	Consideration of Approval of a Proclamation Recognizing the Month of May as Mental Health Month
5.	2:50	20	Miller	Action	Consideration of a Design Review Board (DRB) Appointment of Four Regular DRB Seats
6.	3:10	10	McConaughy	Action Legislative	Consideration of a Resolution Authorizing the Town Attorney to Negotiate the Purchase of and, if Necessary, Condemn Lot 615-1CR for the Purpose of Constructing Affordable Housing and the Continued Use of the Public Trail Thereon
7.	3:20	15	McConaughy	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending the Municipal Code, Appendix A, Code of Ethics
8.	3:35	20	Wisor	Action Legislative	Consideration and Ratification of Execution of Purchase and Sale Agreement for the Land Commonly Known as Ridgway Village Condos West Phase III
9.	3:55	5	Haynes Ward	Action	Consideration of a Major Planned Unit Development Amendment to the Formerly Named Mountain Village Hotel PUD, to Consider Amendments to the Existing PUD for Lot 109R for a Mixed-Use Hotel/Resort Development Including Plaza, Commercial, Hotel and Residential Use with a Maximum Height Request up to 96'8" <i>This Agenda Item will be Continued to Date Certain per Council Direction</i>

10.	4:00	30	Shindman Knudsten Haynes Wisor McConaughy	Action Legislative	Second Reading, Public Hearing and Council Vote on an Ordinance Amending Chapters 16.01, 16.02, 17.3 and 17.9 of the Community Development Code Concerning Affordable Housing Restrictions and Adopting Housing Impact Mitigation Requirements
11.	4:30	10	Miller Dohnal	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding Amendments to the Municipal Code and Community Development Code; Creation of Chapter 2.18: Public Art Commission, and Amending Sections 17.5 and 17.8, Concerning the Creation of a Public Art Commission
12.	4:40	15	Miller	Action Quasi-Judicial	Consideration of Approval of a Resolution Approving a Minor Subdivision at Lot 166AR2-7, 6 Stonegate Drive
13.	4:55	15	Miller	Action Quasi-Judicial	Consideration of Approval of a Resolution Approving a Minor Subdivision at Lot 426, 116 Touchdown Drive
14.	5:10	20	Wisor Loebe Kjome Broady	Action	Consideration of Approval of an Agreement with Telluride Regional Airport for Parking Lot Use
15.	5:30	15			Dinner
16.	5:45	15	Kirn Wisor Bergere	Action Legislative	Consideration of Approval of a San Miguel Watershed Coalition Funding Request
17.	6:00	20	Kirn Wisor	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding Single-Use Plastic Reduction
18.	6:20	25	Dohnal Wisor	Action Legislative	Discussion Regarding Green Team Committee
19.	6:45	10	Wisor Dohnal	Informational	Sunset Concert Series Discussion
20.	6:55	5		Informational	Other Business
21.	7:00				Adjourn

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

<https://bit.ly/WatchMVMeetings>

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_sOU2vyMdRnaaiN1Ld-8VQg

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 three minutes with no aggregating of time through the representation of additional people
- Speakers shall refrain from personal attacks and shall keep comments to that of a civil tone
- No presentation of materials through the AV system shall be allowed for non-agendized speakers
- Written materials must be submitted 48 hours prior to the meeting date to be included in the meeting packet and of record. Written comment submitted within 48 hours will be accepted, but shall not be included in the packet or be deemed of record



Town of Mountain Village Proclamation

A Proclamation Declaring May 2022 as Mental Health Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, Colorado according to Mental Health Colorado, Colorado is one of the worst states in terms of mental health, especially for kids; and

WHEREAS, all Americans face challenges in life that can impact their mental health, especially during a pandemic; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention and treatment efforts.

WHEREAS, organizations like Tri-County Health Network fight all year, not just in May, to bring mental health awareness to the forefront and offer programs and services to the community to address mental health needs.

THEREFORE, we the Mountain Village Town Council, do hereby proclaim May 2022 as

Mental Health Month

in Mountain Village, Colorado.

As the Mountain Village Town Council, we also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Mountain Village to commit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Dated this 19th day of May 2022

Laila Benitez, Mayor

Susan Johnston, Town Clerk



AGENDA ITEM #5
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council
FROM: John Miller, Principal Planner
FOR: Town Council Meeting of May 17, 2022
DATE: May 10, 2022
RE: Interview Applicants for Design Review Board Open Seats

Overview: The purpose of this memo is to provide information to Town Council on recommended Design Review Board (DRB) appointments. The DRB is appointed by Town Council to serve a four-year term and according to the Municipal Code is responsible for the following tasks:

- 1. The improvement or alteration of any land, open space, exterior design of all new development and all exterior modifications to existing development, shall be subject to design review as specified in the Design Regulations.*
- 2. In addition to its architectural review function, the Design Review Board shall serve as a planning and zoning advisory board and shall review all zoning applications and make recommendations thereon to the Town Council.*

At the May 5, 2022, Design Review Board (DRB) meeting, the DRB interviewed and provided recommendations to the Town Council regarding four open DRB seats. It should be noted that each of the appointed DRB members serve a 4-year term. In addition to the four incumbent applications listed below, Alternate DRB Member Scott Bennett has applied for a regular seat.

The recent CDC amendment also noted the following that the Town Council shall require at least three members to be lot owners or residents and strive to appoint at least five members to be lot owners or residents of the Mountain Village.

Current Members with Expiring Terms Seeking Reappointment:

- Chairman Banks Brown
- Cath Jett
- Adam Miller
- Vice-Chairman David Craige
- Scott Bennett (active member) – requests appointment to regular seat

New Applicants Seeking Appointment:

- Charles Lynch
- David Gallagher

- Jim Austin
- Teri Steinberg
- Isabella James
- Neal Elinoff

ATTACHMENTS

Exhibit A: Letters of intent and supplementary application materials

Exhibit B: Recommended interview questions

Design Review Board Recommendation:

The DRB voted unanimously to recommend its incumbent members, to be appointed by Town Council.

Should Town Council accept the DRB recommendation, the DRB will consist of five members who are lot owners or residents of the Mountain Village consistent with the recent CDC amendment.

Staff Recommendation:

Staff recommends discussing and interviewing as needed, the incumbent applicants as well as the new applicants seeking appointments.

DRB Member	# Of Missed Meeting	Attendance Percentage from the last 15 Regular Meetings
Cath Jett	2	86.67%
David Craig	4	73.33%
Ellen Kramer	3	80.00%
Liz Caton	0	100.00%
Greer Garner	3	80.00%
Adam Miller	2	86.67%
Banks Brown	1	93.33%
Shane Jordan	4	73.33%
Scott Bennett	4	73.33%

March 9, 2022, 2022

Design Review Board – Town of Mountain Village
Town Council – Town of Mountain Village
Mountain Village, CO

Members of DRB and Town Council,

Please accept this letter as my request to continue to serve on the Mountain Village Design Review Board.

I have enjoyed my prior terms as a member of DRB, most recently as Chair, and take seriously the duties that are specific to this Board. I believe my experience and record of dealing with the design approval process, variance approvals consistent with the CDC, and the reviewing applications for rezoning, PUDs, density transfers, subdivisions, conditional use permits, variances and annexations will benefit the Village as we continue to evolve, grow and thrive.

Participating in the original formulating and subsequent reinventing of the Comprehensive Plan helps give me a context and overview for furthering stated community ideals. The Comp Plan was developed with the largest contribution of community participation and should carry that weight going into future decisions. I have been a leader in the process of re-formulating the Mountain Village CDC toward creating great architecture and can bring the context of that history to the review process. I am a constructive board member who is respectful and open to the views of fellow members, the public, and applicants. I work comfortably and collaboratively with staff. I've demonstrated this on other boards I've served on including as President of the Telluride R-1 School District, President of the Aldasoro Home Owner's Company and current Chair of the Colorado Association of Realtors State Grievance Committee.

I am especially interested in being involved with the substantial new projects that are being proposed in the Village core. As a Board we have been working for several years with consultants on revising the materials pallet, circulation and activity in the Core. I would like to be able to see that through and implemented with the new projects. I would also like to be considered by the Board to again serve as Chair.

Thanks for your consideration for appointment to a seat on the Design Review Board.

BANKS D. BROWN
LIV Sotheby's International Realty
137 W. Colorado Ave.
Telluride, CO 81435

banks@rmi.net
P 970 729 1100

This is my letter of intent to continue serving on the Mountain Village Design Review Board. I have enjoyed serving on the board for the last couple of years and feel like I have learned a lot and contributed some. I am grateful for the opportunity to be involved in shaping the community in which I live in some small way and look forward to doing so in some capacity well into the future.

Regards,

Adam Miller

A handwritten signature in black ink, appearing to be 'Adam Miller', written in a cursive style.

From: [Michelle Haynes](#)
To: [Samuel Quinn-Jacobs](#)
Subject: FW: applying for a regular seat
Date: Friday, February 18, 2022 1:28:57 PM

See below

From: Scott Bennett <scott@telluride-home.com>
Sent: Friday, February 18, 2022 1:17 PM
To: Michelle Haynes <MHaynes@mtnvillage.org>; Shane Jordan <shanejds9@gmail.com>
Subject: applying for a regular seat

Michelle,

I am interested in running for a full member seat. Is this email sufficient as a letter of interest for the position? I would also encourage Shane to run as he has great experience. Then Council has options.

Thank You,

Scott Bennett
Broker Associate
Telluride Real Estate Brokers
(970) 728-6667 Office
(970) 729-1666 Cell
scott@telluride-home.com
www.telluriderealestatebrokers.com
Retired Chief, Telluride Volunteer Fire Department
2017 Community Realtor of the Year
2005 Community Realtor of the Year

Please note my new email address scott@telluride-home.com

From: Michelle Haynes <MHaynes@mtnvillage.org>
Sent: Friday, February 18, 2022 12:28 PM
To: Shane Jordan <shanejds9@gmail.com>; Scott Bennett <scott@telluride-home.com>
Subject: applying for a regular seat

I would encourage either or both of you to apply for Bank's regular seat. Thank you!

The deadline is today. I just need a letter of intent.

Michelle

Catherine Jett

319 Adams Ranch Rd #1002 Mountain Village, CO 81435 | 970.708.0830 | cathjett@gmail.com

February 5, 2022

Sam Quinn-Jacobs
Town of Mountain Village
squinn-jacobs@mntvillage.org

Dear Sam:

I am sending you this letter in response to the advertisement for Design Review Board members. I am uniquely qualified for this position for the various reasons:

- ▯ I am a resident of Mountain Village and have lived here full time since 2004
- ▯ I am a previous member of the Design Review Board and Town Council and helped to develop the Comprehensive Plan
- ▯ I am intimately familiar with several sections of the Community Development Code because I worked with staff to come up with fair and balanced processes and procedures. Specifically, the green building codes and forest health plans.
- ▯ I was a member of the Ten Mile Sub-basin planning commission in Summit County, CO while Intrawest was redeveloping Copper Mountain. This required a new master plan and PUD and was a multi-year process.
- ▯ Because of my previous planning commission and design review experience, other members of council would seek my opinion and layperson "expertise" on projects because I read and understood the code.

During my tenure on the Ten Mile commission, my mentor was an architect who took me under his wing and taught me about design aesthetics and architectural elements. He also taught me that the most important decisions that I would make would often personally affect me. He very strongly taught me that I could not make personal judgments on a project unless the code supported them. I have carried this advice with me during all my public service.

I have enjoyed serving on the Design Review Board in Mountain Village for the last few years and feel that I have a unique perspective on development because of my historical knowledge of the process and how it has evolved over the years.

Thank you for your consideration and I look forward to working with you.

Sincerely,

Catherine Jett

CATHERINE JETT

319 Adams Ranch Rd #1002
Mountain Village, CO 81435
970.708.0830
Cathjett@gmail.com

Objective

An appointment to the Mountain Village Design Review Board as a regular member

Relative Experience

Mountain Village Town Council

Council Member (10 years) | Mayor Pro tempore (1 year) 2006 - 2016

Committees:

- Town Hall Subarea Redevelopment Committee
- Comprehensive Plan Committee
- Colorado Communities for Climate Action (CC4CA)
- San Miguel Watershed Coalition
- Sneffels Energy Board
- Plaza Use Committee

Worked with staff to develop procedures and protocols specific to:

- Green building codes
- Forest Health
- Open Space and Recreation

Mountain Village Design Review Board

Regular Member | 2014 – 2016, 2019 - Current

Notable projects:

- Mountain Village Comprehensive Plan
- Rosewood PUD
- Mountain Village Hotel PUD
- Lot 161CR PUD

10 Mile Sub-basin Planning Commission

Summit County, CO |

Notable projects:

Copper Mountain / Intrawest Master Redevelopment Plan

Work Experience

CJ Sports Timing LLC

Owner of internationally recognized sports timing company. Daily responsibilities include

Accounts Payable/Receivable

Payroll

Project Management

Software Development

Volunteer Management

Event Management

Hardware troubleshooting

DAVID CRAIGE LIGHTING DESIGN
138 E. COLORADO AVE, TELLURIDE, COLORADO 81435

JANUARY 20, 2022

JANE MARINOFF
MOUNTAIN VILLAGE BUILDING DEPT.

RE: LETTER OF INTENT

DEAR JANE,

I WOULD LIKE TO BE CONSIDERED FOR ONE OF THE FIVE REGULAR DRB SEATS BEING VACATED.

I HAVE BEEN A CERTIFIED LIGHTING CONSULTANT WITH THE AMERICAN LIGHTING ASSOCIATION SINCE 2004 AND A DESIGN ASSOCIATE OF THE INTERNATIONAL ASSOCIATION OF LIGHTING DESIGNERS SINCE 2013. I SOLD PEAK TO CREEK ELECTRICAL IN 2008 AND HAVE BEEN INVOLVED WITH HUNDREDS OF RESIDENTIAL AND COMMERCIAL DESIGN BUILD PROJECTS IN TELLURIDE, ASPEN, VAIL AND PARK CITY OVER THE PAST 25 YEARS.

MY EXPERIENCE HAS INVOLVED DARK SKY REQUIREMENTS, ENERGY EFFICIENT LED TECHNOLOGY, DRB AND HARC APPROVALS WITH LOCAL GOVERNMENTS. I FEEL THAT MY KNOWLEDGE WOULD LEND ITSELF TO THE MOUNTAIN VILLAGE DESIGN REVIEW BOARD AND APPRECIATE YOUR CONSIDERATION.

I WELCOME THE BOARD TO REVIEW MY WEBSITE: www.davidcraigelightingdesign.com

LINKED IN PROFILE www.linkedin.com/in/david-newman-craige-3b152

RESPECTFULLY,

DAVID CRAIGE, CLC

ISABELLA JAMES

isbellajames97@gmail.com

720 633 4947

Experience and References

Architectural Designer, CANSANO Design, Telluride CO – 2021-Present

Contact: Ascenzo DiGiacomo 720 633 4948

Board Advisor, Institute of Classical Architecture and Art, Rocky Mountain

Recipient of the Certificate in Classical Architecture (ICAA)

Architectural Designer, RATIO | Humphries Poli Arch, Denver CO – 2017-2021

Contact: Dennis Humphries 303 607 0040

Architectural Intern, The Mulhern Group Ltd., Denver CO - 2014-2015

Contact: Andy Baldyga 303 297 3334

Education

University of Colorado Denver / Master's of Architecture

2019 - 2022 / Magna Cum Laude

University of Colorado Denver / Bachelor's of Science in Architecture

2015 - 2019 / Magna Cum Laude

Letter of Intent

To Whom it May Concern,

Lucky enough to be born in raised in the most wonderful community in the country, I am a Telluride woman through and through. I have witnessed the growth of this town through a unique perspective, one of architecture and design. After receiving my architectural education in Denver, I could not wait to come back to Telluride and Mountain Village to have a hand in the growth. The mountain vernacular is incredibly special to me and is worth preserving. Whether it be in a multi million dollar house on the hill, a new hotel in the village core, or a trash enclosure for the village market, I am committed to the very specific architectural language of Mountain Village.

I have experience working in a boutique firm on high end residential on the Ridge as well as in a corporate firm working on community buildings such as the Ridgeway library expansion and the Mancos K-12 schools renovation. My passion for architecture began very early in life when I would spend hours at the Wilkinson Public Library, it was here I realized the intense connection between architecture and our culture. It is our historic main street, ski shacks, and community buildings that truly give our home it's character. Mountain Village is one of the most unique towns in the country and that comes from the charm of the Chamonix-esque core. As the village grows and more houses go up on the ski area, it is our duty to preserve the architectural identity of our little mountain town. The design of Telluride and Mountain Village inspired me to pursue a degree in architecture. With this knowledge, experience and passion for our little slice of heaven here in the San Juans, I came back with the intention of preserving the historic architectural character while launching Mountain Village into a new era of growth and sustainability. I am deeply rooted in this community and my passion and knowledge of the mountain vernacular would make me the perfect candidate for the Mountain Village Design Review Board.

Thank you very much for your time and consideration,

Isabella James

Keith Brown

Apt 41A-(r), 117 Lost Creek Lane, Mountain Village, CO 81435
ph 970.417.9513 keithtelluride@gmail.com

February 18, 2022

Letter of Interest to Serve on the Design Review Board

I hope for the opportunity to serve the Town by participating on the Design Review Board (DRB). I have the needed interest, experience and time.

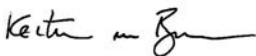
In 2006 my wife Tyco and I purchased a Mountain Village condominium that we now call home. We manage a property rental business for vacation rentals and long term rentals. We currently own or manage condominiums in Mountain Village, Telluride and a rental home we built in Norwood. I am also a licensed, independent Realtor.

I previously served on the DRB from 2015 to 2019. Afterwards I acted as owner-agent for several condominium rezones, including my own. Having experience on the DRB Board and as an applicant has been useful for understanding the process of building in Mountain Village.

I was a licensed residential-commercial contractor through 2021. Being a licensed contractor allowed me to make applications for projects I designed and or project managed. I ended the contractor services in 2022 as my scheduled projects are complete.

Past employment included managing offices and apparel manufacturing facilities for the Kellwood Corporation. I have an MBA from the Florence Institute of Technology and I studied Industrial Design at the Rhode Island School of Design.

Thank you for considering my interest to serve on the Design Review Board.



Most Sincerely, Keith Brown
(970) 417-9513 keithtelluride@gmail.com
TMVRentals.com

From: [Kathrine Warren](#)
To: [neal elinoff](#); [Samuel Quinn-Jacobs](#)
Subject: Re: design and review board for MV
Date: Tuesday, February 15, 2022 5:20:49 PM

Hi Neal,

I am looping in Sam Quinn-Jacobs who is overseeing DRB applications.

Thank you!

Kathrine Warren
Public Information Officer
Town of Mountain Village
455 Mountain Village Blvd. Suite A
O :: 970.369.6415
M :: 970.708.7285
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Email Signup](#) | [Submit event](#) |

Si Usted necesita comunicarse conmigo y necesita servicio de traducción al español, simplemente háganoslo saber y podemos proporcionar tal servicio.

From: neal elinoff <nealelinoff@gmail.com>
Date: Tuesday, February 15, 2022 at 5:18 PM
To: Kathrine Warren <KWarren@mtnvillage.org>
Subject: design and review board for MV

Please throw my name into the hat.

I've lived in Telluride as a year round, full time resident since 1995. I own the Elinoff Gallery on Main Street and the Alpinist & the Goat.

We own a couple of rental properties in MV and we live at Crystal which is behind See Forever Village.

I'm a licensed contractor in MV having just completed a major excavation and addition to my MV home.

I'm 66 years old and married to Karla for 17 years. I have four children from my first marriage, two are lawyers, one is an internet professional and one is a NY Fashion designer. My wife, Karla and I brought 4 of her half-brother's children from Honduras who were taken by the state and we raised them here. Karlita is the Neil Armstrong Merit Scholar currently a Junior at CSU, and the two youngest ones are finishing their education in Aurora High School on the front range.

I am a private pilot and do volunteer flying for Angel Flights West, flying patients through the region to and from the hospitals in Denver, children and adults who cannot tolerate extended driving.

I'm vested in the community. I have no other residences and live here year round, full time since 1995 jockeying between properties but finally moving to our forever home at Crystal after it's recent renovation and expansion.

I'm an art dealer by trade, artist by desire, and lay architecture scholar for most of my life having personally known Michael Graves, Renzo Piano, IM Pei, (I was on the architectural committee for the University of Chicago Graduate School of Business) I've studied the works of Le Corbusier, Frank Gehry, Frank Lloyd Wright, Philip Johnson and many others, and I know many of our local architects and designers and I want to see MV as the quintessential place for people who want the best homes ever!. plus I want to do more volunteering now that I'm winding down much of my hands-on work on Main St.

I have a BS degree in statistics and BS in genetics from CU in 1973, I taught Epidemiology at St. George's University School of Medicine from 1973-1975 and was also a student there before moving back to the states and starting a chain of ice cream stores (Neal's Ice Cream in Houston) and cookie stores (Neal's Cookies, HQ in Houston with 122 stores) before selling out years ago. At the time I had a bakery products manufacturing company that produced cookie doughs, muffin mixes and brown batters as well as making our own fine chocolate which we used in our own cookies, etc. of 7.5 tonnes/week before moving to Chicago where I invented a coffee roaster, wrote a book on coffee roasting and started a chain of coffee shops (Brewsters). I founded the first weed store in Telluride in 2008 (Legally Supplied Marijuana for Telluride - LSMFT) and gave it to an employee to continue. He was a moron and couldn't keep it open so that was my foray into Marijuana.

I'm interested in contributing to the local community more than just being a local business owner, so please add me to your selection committee.

Neal Elinoff *president*

Elinoff & Co. Gallerists and Jewelers

204 West Colorado Ave.

PO Box 2846

Telluride, CO 81435

work: 970-728-5566; fax: 970-728-5950; cell: 970-708-0679

Design Review Board Letter of Intent

To whom it may concern,

My name is Charles Lynch.

I'm interested in serving on the Mountain Village Design and Review Board.

I have lived and worked in Telluride since August of 1997. I was married here and both of my kids went to Mountain Munchkins, Telluride Preschool and Telluride Elementary. I owned Unit 13 @ Fairway Four and lived there between 1999 and 2004. Moved to Norwood and lived there until 2009. I divorced in 2010 and have lived @ VCA since October 2010.

My first job in Telluride was as a carpenter with B.O.N.E. Construction. I worked on the Smugglers Restaurant Project.

My first project as a general contractor in Telluride was converting the old karate studio across the street from the library into office space for Scott Ericson and Joshua Fairbanks in 1999.

As a carpenter, I also worked with Dallas Divide Construction, DeLuca Construction and Shavano.

I started managing projects as a superintendent with Hoins Construction in 2002. I also have worked as a superintendent with CCS Construction and am currently working for Koenig Construction as a superintendent. All along the way I have taken on many projects, commercial and residential, as a general contractor. Some clients easy to work with, some difficult. All the projects had their own unique challenges.

The majority of my commercial project experience has been in Mountain Village: Granita Building (Office remodel for Dr. J. Bronson), Hotel Madeline (misc. scope), Starbucks.

I have participated in the construction of numerous new homes and renovations in Mountain Village throughout the years and have always maintained a good relationship with the building department, clients and residents.

I feel my project history, love for living in Mountain Village and desire to facilitate the building process makes me an ideal candidate for the Design and Review Board.

I would be happy to help in any way.

Sincerely,
Charles Lynch



CHARLES LYNCH CLC SERVICES LLC

General contractor/ Superintendent
Licensed and Insured
29 years of experience.

MISSION

To provide timely management and exceptional craftsmanship.

BACKGROUND

Grew up in Springfield, IL.
Attended University of Colorado.
Started career in Seattle, WA.
Telluride resident since 1997.
Fairway Four resident 1999 – 2004.
VCA resident 10/2010 - Present
Father of two.
Non-drinker/smoker.
Avid outdoorsman & golfer.
Strong self-performer.

VITALS

415 Mountain Village Blvd., Unit 1149
Telluride, CO 81435

T (970) 708-1432

E lynchc71@yahoo.com

RECENT PROJECT HISTORY

Superintendent / Koenig Construction

04/2020 - Present

Philipps Project / 424 W. Dakota, Telluride.

New construction. 2200SF custom home.

General Contractor / CLC Services LLC

03/2019 – 03/2020

Boyd Project. (Phase 2) / 767 HWY 145, Telluride.

Garage renovation. Majority of work performed by self.

07/2017 – 08/2018

Boyd Project. (Phase 1)

Kitchen and (3) Bath renovation. Majority of work performed by self.

Carpenter / Koenig Construction

09/2018 – 02/2019

Rosenthal Project / 792 Smuggler

JOB EXPERIENCE

Rapport with clients. Reading construction documents. Permitting.
Creating CMP plans & completion schedules. Resolving design
conflicts. Material take-offs. Hiring & directing sub-contractors. Safety
monitoring. Generating shop drawings.

SKILLS

Computer & Smart Phone. (Microsoft Office user).

Journeyman carpenter.

Jack of all trades.

EDUCATION & CERTIFICATION

University of Colorado, B.A. Biology

Licensed National Standard Building Contractor (B)

Procore Software (Superintendent Level)

Building Science Organization Member

NOTABLE

Strong sub-contractor relationships.

Handled superintendent & lead carpenter duties on multiple projects.

Largest project supervised was 11,000SF Luxury Triplex in Telluride.

Commercial construction experience. (Starbucks)

Soil Stabilization. (Supervised Hilfiker Wall construction)

Per OSHA > No injuries on my watch.

Detailed work history and **references available upon request.**

From: [David Gallagher](#)
To: [Samuel Quinn-Jacobs](#)
Cc: [Brad Crouch](#); [Michelle Haynes](#)
Subject: Bio and letter of intent
Date: Thursday, February 10, 2022 9:56:12 AM

Hello,

I would like to join the design review board, this note is my letter of intent.

Brad - can you please send my bio to the people attached?

Thank you,

David Gallagher

David A. Gallagher | CEO | [Dominion Payroll Services](#) |
P 804.355.3430 | F 804.355.3432
3200 Rockbridge Street, RVA 23230
[dominionpayroll.com](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#) | [Secure File Transfer](#)

David Gallagher | CEO | Dominion Payroll
3200 Rockbridge Street, Suite 300 | Richmond, VA 23230 | 804-355-3430 | 804-355-3432
(fax)
[dominionpayroll.com](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#) | [Secure File Transfer](#)



Speaker. Father. Entrepreneur. Advocate. Innovator.

Speaker. Father. Entrepreneur. Advocate. Innovator. These are just some of the words that describe David Gallagher, CEO of Dominion Payroll and co-founder of the Cameron K. Gallagher Foundation.

David's story started in Richmond, Virginia, where he attended Benedictine High School before going on to earn an accounting degree from Virginia Commonwealth University. He married his high school sweetheart, Grace, and embarked on a dynamic career path that started with Coopers & Lybrand, then led to managing the West Coast and Asia-Pacific markets for ADP from Australia before returning to his roots in Richmond.

In 2002, David started Dominion Payroll with a classic (and decidedly American) entrepreneurial beginning: a few thousand dollars, a computer and a printer in a borrowed garage. Since then, Dominion Payroll has grown and changed dramatically, being named as one of Inc. magazine's 5,000 fastest-growing companies in the United States for twelve consecutive years. Headquartered in Richmond with offices in Nashville, Tampa, Dallas, Louisville, and Charlotte, Dominion Payroll recently won Chamber RVA's Impact Award for its outsized contributions to the community and has twice won the HYPE Young Professional Workplace Award.

David and his wife, Grace, have five children, and together they founded the Cameron K. Gallagher Foundation in 2014 to honor their oldest daughter, who passed away suddenly after completing the Shamrock Half Marathon in March of that year. Cameron, who was 16 years old at the time wanted to raise awareness of teenage anxiety and depression by starting a 5k race in Richmond before she passed.

The Speak Up 5k race series was born out of a desire to see Cameron's dream become reality and, through those events and other programs, the CKG Foundation has raised awareness and funding to help teens struggling with depression and anxiety in unprecedented ways throughout the country. David and Grace were honored with the 2015 Carol S. Fox Making Kids Count Award in recognition of the foundation's efforts.



David Gallagher

Founder and CEO, Dominion Payroll

President, Tang & Biscuit

Chairman, Cameron K. Gallagher Foundation

David generously donates his time and visionary leadership through service as a board member for several organizations in the Richmond community, including Collegiate School, Richmond CenterStage and ChamberRVA. He was named a finalist in 2015 for the Richmond Times-Dispatch "Person of the Year" Award and, in 2016, received the Edward H. Peeples Jr. Award for Social Justice, an award given to a VCU alumnus for leadership in humanitarian contributions in combating inequality and social injustice.

In 2018 David opened Tang & Biscuit, the largest indoor shuffleboard facility in the world. Tang & Biscuit offers an alternative to regular bars, where people of all ages are encouraged to engage, be social and enjoy a shared experience.

David continues to lead his business ventures and non-profit foundations to new heights in 2022.

Letter of Intent to Join the Mountain Village Design Review Board, 2022

Jim Austin, 125 Adams Way, Mountain Village

I hope to be considered for one of the upcoming four vacant Design Review Board (DRB) seats for the following reasons:

- Long-time visitor/new resident: I first came to Telluride in the mid-1980's, spending most winter holidays with my wife's family in their Ski Ranches' home (Dr. and Mrs. George Conger). My wife and I are now enjoying our recently constructed new home for our family in Mountain Village (125 Adams Way)—designed by my wife, a licensed architect and professor of architecture at the Illinois Institute of Technology (IIT).
- Planning/Education/Corporate Background: I obtained a joint Masters in Public Affairs (MPA) and a Masters in Urban and Regional Planning (MURP) from Princeton. Today, I am an Adjunct Assistant Professor, Brown University, School of Professional Studies, where I teach Leadership & Marketing. I am also a Consultant/Lecturer at the Aresty Institute of Executive Education, Wharton (University of Pennsylvania), where I lead seminars on strategic planning, decision-making and execution. Prior to that, I was VP Strategic Development at Baxter Healthcare, a large pharmaceutical and medical device company, focusing on new, global growth opportunities, constantly balancing past initiatives against new, transformative investments.
- Love of the Outdoors: As the Town of MV Home Rule Charter (HRC) Preamble states, "...our Charter should provide measures which safeguard our citizens' life-style, protect the beauty of our natural

surroundings, and encourage the recreational nature of our town.”¹

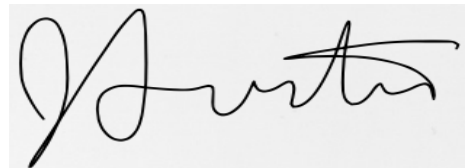
While I am an ardent skier, tennis player, golfer and hiker, I am also aware of the challenges in meeting the HRC’s goals...not just today, but in the years to come. More fundamentally, how should the Town balance the desires of current residents with those of new entrants, visitors, and the natural environment?

- Past Volunteer Efforts: I was Chairman of the Strategic Leadership Forum, a board member of the National Kidney Foundation of Illinois, a member of the Board of Directors for the University Club of Chicago, treasurer of LaSalle Language Academy, and a member of the Admissions Committee for the Latin School of Chicago. In all these efforts, I tried to listen first, discuss second, for it is only in bringing out different perspectives are the best decisions made.

In summary, I would welcome the opportunities and challenges to participate with other DRB members in maintaining and evolving the aesthetic bounty of this wonderful place. For more detail on my background, please visit my website:

www.jh-austin.com

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "J. Austin", is centered on a light gray rectangular background.

¹ Amended 6/28/05



JIM AUSTIN

President, JH Austin Associates, Inc.

Jim Austin, a former senior executive at Baxter Healthcare, combines business strategy and organizational development theory with extensive industry experience. As a Consultant at the Aresty Institute of Executive Education at the Wharton School, Jim tailors senior-level seminars for a number of leading entities including CUES, SIFMA, Boston Scientific, Coca-Cola, Lincoln Financial, GE, GlaxoSmithKline, and China Minsheng Banking Company.

Jim is an Adjunct Assistant Professor at Brown University where he teaches Leadership & Marketing in the School of Professional Services.

In his consulting work, Jim developed scenarios of the future for the League of Southeastern Credit Unions; a new vision/priorities at RAND Health; and strategic priorities for the Board of Unity Medical Center, ND.

Jim has written two books (*Transformative Planning*; and *Leading Strategic Change*).

Jim holds a BA in Economics and Politics from Yale University. He was a Special Student at the Massachusetts Institute of Technology in the Urban Studies Department and received a joint Master of Public Affairs (MPA) and Master of Urban and Regional Planning (MURP) from Princeton University.

Fun fact about Jim: Between college and graduate school, Jim spent four years as an economist/planning officer in the Ministry of Finance, Botswana (southern Africa).

CURRICULUM VITAE

James H. Austin, Jr.

PERSONAL INFORMATION

Address: 125 Adams Way, Mountain Village, CO 81435
Phone: 312-388-2750 (cell)
Fax: NA
E-mail: james_austin@brown.edu

EDUCATION

1975 BA, Economics, Yale
1982 MPA, Woodrow Wilson School, Princeton University (full scholarship)
MURP, Woodrow Wilson School, Princeton University

ACADEMIC APPOINTMENTS

1998 – 2016 Business Management Professor, Introduction to Healthcare Management;
Strategic Management; Lake Forest Graduate School of Management
2004 – 2005 Adjunct Faculty, Healthcare Communication Strategies; Healthcare Informatics;
Stuart Graduate School of Business, Illinois Institute of Technology
2013 – 2016 Adjunct Faculty, Healthcare Ethics; Department of Health Systems Management,
College of Health Sciences, Rush University
2014 - Present Adjunct Assistant Professor, Leadership & Marketing, Master's of Healthcare
Leadership, Brown University

OTHER APPOINTMENTS/EMPLOYMENT

1976-1980 Economist/Planning Officer, Ministry of Finance, Botswana
1982-1986 Consultant, Arthur D. Little, Inc.
1986-1988 Assistant to the President, ANCHOR HMO, Rush Medical Center
1988-2000 Vice-President Strategy Development, Renal Division, Baxter Healthcare
2001-2003 CEO, MV Health, MonacoViola

- 2003-2005 Practice Leader, Organizational Development, St. Aubin, Haggerty & Associates
Senior Principal, Decision Strategies International, Inc.
- 2005-2016 Senior Principal, Decision Strategies International, Inc.
- 2006 – Present Consultant/Lecturer, Aresty Institute of Execution Education, Wharton
- 2014 – Present Faculty, Executive Programs, American College of Healthcare Executives (ACHE)
- 2016- Present President, JH Austin Associates, Inc.

HONORS AND AWARDS

- 2010 – 2010 “Most Distinguished Corporate Education Faculty Member”, Lake Forest Graduate School of Management
- 2015 - 2015 “Contribution to Learning Excellence”, Lake Forest Corporate Education

MEMBERSHIP IN SOCIETIES

- 1997 – 1998 International Strategic Leadership Forum, Chairman
- 2000 – 2003 National Kidney Foundation of Illinois, Member Board of Directors

NATIONAL OR INTERNATIONAL SERVICE

Editorial Responsibilities

- 1973-74 Editorial Editor, Yale Daily News
- 1994 - 2000 Editorial Board, *Strategic Direction*, MCB Business Strategy Publications, UK

SERVICE TO OTHER INSTITUTIONS

- 1990 – 1993 University Club of Chicago, Member Board of Directors
- 1997 – 1998 Catholic Health Partners, Member Strategic Planning Council
- 1997 – 1998 Latin School of Chicago, Member Admissions Committee

BOOKS AND BOOK CHAPTERS

1. **J. Austin**, Botswana Drought Contingency Plan, Government of Botswana Printing Office, 1979
2. **J. Austin**, The Business of BioMedicine (Chapter 5); Paul J.H. and Joyce A Schoemaker, Chips, Clones and Living Beyond 100, FT Press, 9/09
3. **J. Austin**, J. Bentkover, L. Chait, Leading Strategic Change in an Era of Healthcare Transformation, Springer International Publishing, Switzerland, 2016
4. **J. Austin**, Transformative Planning: How Your Healthcare Organization Can Strategize for an Uncertain Future, Health Administration Press, 2018

OTHER NON-PEER REVIEWED PUBLICATIONS

1. **J. Austin**, “The Botswana Economy and the Problem of Vulnerability”, Swedish Embassy Development Cooperation Office Quarterly, January 1981
2. **J. Austin**, “South Africa’s Vulnerable Neighbor”, *Christian Science Monitor*, Op-Ed, June 10, 1981
3. **J. Austin**, “Trade Marts for Computer/Information Markets”, *Urban Land*, ULI, August 1984
4. **J. Austin**, “Project Management Models”, *Management Notes*, Arthur D. Little Management Education Institute, Inc., Vol. 2, 1985
5. **J. Austin**, “Profile of the ANCHOR Organization for Health Maintenance”, *Journal of Medical Practice Management*, May 1987
6. **J. Austin**, “Four Key Questions in Negotiations”, *Group Practice Journal*, American Group Practice Association, 1988.
7. **J. Austin**, “Leveraging the Internet for Better Patient Education”, *Dialysis & Transplantation*, Wiley Periodicals, Inc., June 2000
8. **J. Austin**, “The Future of BioSciences: Four Scenarios for 2020 and Beyond...”, *DSI Quarterly*, Summer 2005
9. **J. Austin**, “Case Study: Helping a Major Hospital Develop a New Vision”, *DSI Quarterly*, Fall 2005
10. **J. Austin**, M. Mavaddat, “The Future of BioSciences: Implications for the Bio-Pharmaceutical Industry”, *DSI Quarterly*, Spring 2006
11. **J. Austin**, M. Mavaddat, “The BioScience Industry and Technological Convergence”, *DSI Quarterly*, Summer 2006
12. **J. Austin**, P. Schoemaker, “Future Scenarios for Implantable Medical Devices”, *DSI Quarterly*, Summer 2007
13. **J. Austin**, T. Fadem, P. Schoemaker, “A Look into the Future of the U.S. Medical Device Market”, *Medical Device & Diagnostic Industry*, January 2009
14. **J. Austin**, “The Need for New Business Models: Big Pharma”, *DSI Quarterly*, Winter 2009
15. **J. Austin**, “2016: Possible Production Scenarios for the US Dairy Industry”, *Progressive Dairyman*, May 2008 (one of top-10 articles for the year)

INVITED PRESENTATIONS

National

1. "Leading Strategic Change", ACHE Executive Conference, Chicago, Dec. 2021
2. "Decision-Traps: Becoming a Better Strategic Decision-Maker", Cerner Healthcare Conference (virtual), October 12, 2021
3. "Leadership Development: Strategic Execution", Highmark Health, June 2021
4. "Leading Strategic Change", 6-Part ACHE Executive Program (virtual), October-November 2020
5. "Leading Strategic Change," Mid-America Healthcare Executives Forum, October 2020
6. "CEO Roundtable", CUES, Jan-November 2020
7. "Leading Strategic Change", ACHE/Iowa Hospital Association, December 2019
8. "Critical Thinking", Sompo/Wharton, October 2019
9. "Strategic Agility: Embracing Future Uncertainty", 2019 Healthcare Forum Leadership Summit, American Hospital Association, July 25, 2019
(<https://web.cvent.com/event/553b8ae2-ec4c-4cef-bd7f-7f9b5bdf10f9/websitePage:de5400e0-9ebd-47d6-93ae-ad5c7e59944b>)
10. "Strategic Planning", American College of Healthcare Executives (ACHE) Senior Executive Program, June 11, 2018
11. "Leading Strategic Change", pre-Congress Seminar, ACHE 2018 Annual Congress, March 24-25, 2018
12. "Leading Strategic Change in an Era of Uncertainty", Cerner Healthcare Conference, October 10, 2017
13. "Leading Transformational Change", American College of Healthcare Executives 2017 Conference, Chicago, March 2017
14. "Leading Strategic Change", American College of Healthcare Executives, Kiawah Island, April 2016
15. "Driving Change in Primary Care", American College of Healthcare Executives 2015 Conference, Chicago, March 2015
16. "Introduction to Strategic Thinking and Wharton Executive Education", American Association of Pediatric Dentists, Board of Directors, San Diego, January 2015
17. "Business Ethics: What to Do", PCMA 2015 Convening Leaders Conference, Chicago, January 2015
18. "Strategy Under Uncertainty", The Association for Convenience and Fuel Retailing (NACS) Conference, Las Vegas, October 2014
19. "Decision-Making Under Uncertainty", BBA Aviation, CEO/Executive Team, September 2014
20. "New Growth Strategies", AIBTM Orlando Conference, June 2014
21. "Value Innovation: Finding New Growth Opportunities", AIME CEO Conference, Australia, February 2014
22. "Scenario Planning: A Tool for Times of Uncertainty", Professional Convention Management Association (PCMA) 2014 Convening Leaders, January 2014

23. "Value Innovation and New Growth Opportunities", Redstone Financial Credit Union, Board of Directors, Florida, November 2013
24. "Scenarios of the Future of the Beef Industry", American Association of Bovine Producers Conference, Milwaukee, WI, September 2013
25. Strategic Plan Development, Volunteers of America, IL Chapter Board of Directors, January-May 2013
26. "Dealing with Uncertainty and Strategic Prioritization", Redstone Financial Credit Union, Board of Directors, Florida, November 2012
27. "Leadership in a Changing Healthcare Landscape", Board/Senior Management, St. Luke's University Health Network, Bethlehem PA, October 2012
28. "Strategy Under Uncertainty", Volunteers of America, Board of Directors, August 2013
29. "Dealing with Uncertainty and Strategic Prioritization", Redstone Financial Credit Union, Board of Directors, Florida, November 2012
30. "Leadership in a Changing Healthcare Landscape", Board/Senior Management, St. Luke's University Health Network, Bethlehem PA, October 2012
31. "Strategic Planning for Changing Times", Navistar Financial Executive Team, Chicago IL, October 2011-June 2012
32. "Scenario Planning and Innovation", Executive Team/Board, League of Southeastern Credit Unions & Affiliates, Florida, August 2011
33. "Scenarios of the Future", American College of Healthcare Architects, Board Retreat, January 2011
34. Dealing with Uncertainty...Developing Strategic Priorities", Board of Advisors, RAND Health, January-June 2011
35. "What is Strategy and the Tool of Scenario Planning", Royal Caribbean International Leadership Retreat, Miami Florida, November 2010
36. "Decision Traps", University of Alabama at Birmingham (UAB), 2009 National Symposium for Healthcare Executives, July 2009
37. "Decision-Making in Increasingly Uncertain Times", "Strategic Agility--Developing a Robust Plan for Short and Long-Term Success", "Creating a Local Vision", APTA, 2009 Transit CEOs Seminar, January 2009
38. "From the Future Back", Abbott, PPD, 2008 Managed Care Summit, Spring 2008
39. "Working with MDs", Decision Analysis Affinity Group (DAAG) 2008 Conference, April 2008
40. "Decision Traps and Managing Future Uncertainties", APTA, Transit Board Members Seminar, July 2008
41. "Updated Scenarios of the Future for US Dairy and Strategic Execution", PDPW, Managers Academy, January 2008
42. "Scenarios of the Future for US Dairy", PDPW, Managers Academy, January 2007
43. J. Austin, M. Hess, T. Fadem, "US Medical Device Industry: Scenarios for the Future", AdvaMed, 2007 Medical Technology Conference, Fall 2007
44. "Future of Medical Devices: Overview of the Market and Key Issues", Wharton, Medical Devices Scenario Conference, Fall 2006
45. J. Austin, D. de St. Aubin, "New Approaches to Strategy: Combining Team-building and Strategy Development", University of Chicago Business School Consulting Roundtable, 2002

46. Conference Chair, IIR, ePharma Summit: Leveraging eBusiness Strategies Across the Enterprise for Competitive Advantage, November 2000
47. “Maximizing the Role of eCommerce in Global Marketing Strategy”, IIR, E-Pharma: Implementing an Effective Electronic Media Marketing & Promotion Strategy, August 2000
48. Conference Chair, Frost & Sullivan, Second Annual Business Intelligence and Strategy in Healthcare Industry Conference and Exhibition, November 1999
49. “Going Global: Market Entry Strategies”, Frost & Sullivan, Fourth Annual Medical Device Industry Conference, March 1999
50. “Changing Strategic Direction: Implications for Growth and Performance Measurements”, IQPC, Performance Measurements for Strategic Planning Conference, February 1999
51. “Best Practices: Competitive Intelligence Management Strategies”, Frost & Sullivan, Competitive Intelligence in Business Conference, September 1998
52. “Technology Transfer at Baxter’s Renal Division”, Technology Transfer Society, July 1998
53. “Implementing a Global Strategy”, Strategic Management Society, Annual Conference, 1995
54. Chairman Introduction, Strategic Leadership Forum, Annual Conference, 1995

International

1. “Strategic Planning Under Uncertainty”, Saudi Ministry of Health, Wharton Executive Education, January 2020
2. “Decision-Making and Execution in Times of Uncertainty”, E-House, Chengdu China, January 2019
3. “Finding New Growth Opportunities: Strategy from the Outside-In”, The Wharton Latin America Conference Tour—Seminarium Master Classes, August 19-23, 2019, Mexico City, Bogota, Santiago
4. “Scenario Planning and Dealing with Uncertainty”, China Minsheng Banking Co, Beijing China, May 2019
5. “Strategic Leadership Under Uncertainty”, Lonza G-Camp, Basel Switzerland, November 2017
6. “Business Model Transformation”, Lonza G-Camp, London UK, March 2017
7. “Strategic Leadership: Dealing with Uncertainty”, Campbell’s, Sydney Australia, March 2016; July 2015
8. “Innovation and Strategic Segmentation”, Roche Leadership Excellence Program, Shanghai China, July 2015
9. “Value Innovation”, Scotiabank, Toronto Canada, 2014-2018 (annual meeting)
10. “Decision-Making Under Uncertainty”, CEO Summit at AIME, Melbourne Australia, February 2014
11. “Strategy in an Age of Uncertainty”, GSK High-Potentials, Mumbai India, May 2011; 2012 and 2013
12. “Strategy, Scenario Planning and Driving Change”, Santander Banco High Potentials, Madrid Spain, November 2011
13. “Decision-Making and Blue Ocean Strategy to Drive Future Growth”, Telstra High Potentials, Sydney Australia, June 2011
14. “Scenario Planning and Dealing with Decision Traps”, GE LIG Program (Munich, Istanbul, Milwaukee), April-October 2011

15. “Strategic Planning, Dealing with Uncertainty and the Tool of Scenario Planning”, ANZ Executive Team, Jakarta Indonesia, April 2011

From: [Teri Steinberg](#)
To: [Samuel Quinn-Jacobs](#)
Subject: Application for Design Review Board
Date: Friday, February 18, 2022 3:34:59 PM
Attachments: [Teri Steinberg Resume .doc](#)

Dear Sam Quinn Jacobs,

Thank you for considering my application for one of the open seats of the Mountain Village Design Review Board.

I will start by confessing I do not meet the exact qualifications you are looking for. I am a lawyer who worked for many years as a literary agent in New York City. However, my undergraduate degree is from the School of Natural Resources at The University of Michigan, which focused on Urban Planning. I have always been interested in city planning and find the opportunity to be involved with a community that is still creating itself to be thrilling. I understand that the Design Review Board does not have a direct hand in planning, but in making sure that the plans and designs others create are in keeping with the intent and vision of Mountain Village. I have read the 30-year Comprehensive Plan just out of interest.

I moved to Ophir three years ago, am a member of the Ophir Environmental Commission and started a Budget Advisory Committee last year so that we Ophir citizens can understand the needs of our own growing community. I feel incredibly fortunate to live in this area and enjoy being an involved community member.

I am happy to answer any questions you may have and thank you for your time and consideration of this application.

Best regards,

Teri

Teri Steinberg
cell: 917-771-8446

EXPERIENCE

Teri Steinberg, LLC Ophir, CO November 2022 – present
Work as an independent contractor with local attorneys on a variety of legal matters

T&B Literary, Publishing Consultant Firm, Detroit, MI and Ophir, CO
Co-Founder December 2018 – March 2021
Co-founded a publishing consultancy to bring my industry expertise to aspiring authors. Provided a range of services including coaching, editing and contract negotiation for authors and publishing companies

Campaign for Michigan Secretary of State Jocelyn Benson, Detroit, MI
Campaign Manager, Detroit headquarters September 2017 – November 2018
Coordinated and executed a successful political campaign including website, email campaigns, political strategy, fundraising and organizing Benson's appearance at Michigan Democratic conventions and fundraisers. Worked in coordination with the campaign manager and other lead staff in Lansing, Michigan.

Teri Tobias Agency, New York, NY
Creator and President of an independent literary agency October 2009 – 2017
Was an independent consultant for publishing clients including Penguin Random House, Inc., where I worked with the US CEO on special projects requiring company-wide implementation and Amazon Publishing, where I created their first foreign rights program. Represented major publishers and agencies to sell their authors' book worldwide, working with hundreds of internationally bestselling writers across fiction and non-fiction. Helped ideate, edit and sell books for Teri Tobias Agency's clients worldwide and co-represented film rights for the agency's clients. Spoke at international publishing conferences around the world on the future of publishing.

Sanford J. Greenburger Associates, New York, NY
Foreign Rights Director September 2005 – July 2009
Sold translation rights in over 50 territories for all clients represented by Sanford J. Greenburger Associates, including the only person to represent the foreign rights for Dan Brown at the height of his international best-selling status. Negotiated all foreign ancillary deals associated with The Da Vinci Code movie, coordinating with Sony Pictures Entertainment.

The Robbins Office, New York, NY.
Foreign Rights Director and Literary Agent September 2003 – August 2005
Helped ideate, edit and sell author's books in the US and worldwide on behalf of clients represented by The Robbins Office
Contracts Manager
Drafted and negotiated option/purchase agreements, publishing agreements, collaboration agreements, magazine agreements, and audio agreements for all clients represented by The Robbins Office.

International Creative Management, New York, NY.
Business Affairs Associate March 2001– August 2003
Drafted and negotiated option/purchase agreements, publishing agreements, collaboration agreements, magazine agreements, and audio agreements for all clients represented by the literary department of ICM
Literary Assistant to Agent Sloan Harris April 1999 – March 2001
Assisted now president of ICM Sloan Harris

LOCAL VOLUNTEER EXPERIENCE

Ophir General Assembly

- Chairperson, Ophir Budget Committee June 2021- present
- Ophir Environmental Commission member April 2021 – present

Telluride Adaptive Sports Program (TASP)

- Winter Assistant for skiing and snowboarding Winter 2019 – present

OTHER BUSINESS EXPERIENCE

- **Burns & Harris, Esqs, Associate**, New York, NY September 1998 – March 1999
- **Third Circuit Court Wayne County, Judicial Clerk**, Detroit, MI Summers, 1996 – 1998

EDUCATION

- **Wayne State University Law School**, Detroit, MI, Juris Doctor, 1998
- **Universiteit Utrecht**, Utrecht, The Netherlands: Public International Law program, Fall Semester, 1997.
- **University of Michigan**, Ann Arbor, MI, Bachelor of Science, School of Natural Resources, 1995.

Sample DRB Interview Questions

1. What interests you about serving on the DRB?
2. Are you familiar with the TMV DRB and the review process?
3. Do you have any experience serving on a similar board?
4. What qualities do you feel are important for a DRB member to possess?
5. What important qualities do you believe you will bring to the DRB?
6. Do you see yourself having potential conflicts of interest?
7. Are you able to commit the necessary time to the DRB?

**RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO
AUTHORIZING THE TOWN ATTORNEY TO NEGOTIATE THE PURCHASE OF AND, IF
NECESSARY, CONDEMN LOT 615-1CR FOR THE PURPOSE OF CONSTRUCTING AFFORDABLE
HOUSING AND THE CONTINUED USE OF THE PUBLIC TRAIL THEREON**

RESOLUTION NO. 2022-__

WHEREAS, the Town of Mountain Village, Colorado possesses the power of eminent domain pursuant to Article XX, §§1 and 6 of the Colorado Constitution, Section 11.1 of the Town of Mountain Village Home Rule Charter, C.R.S. §38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*; and

WHEREAS, pursuant to C.R.S. § 38-6-101, so long as it serves a public purpose, the Town may condemn private property to build, acquire, construct, or establish any public building or any other public work or improvement; and

WHEREAS, it is necessary and in the public interest for the Town to acquire the real property known as Lot 615-1CR, San Miguel County Parcel No. 456533321019, and more particularly described in Exhibit A (the "Subject Property") to construct and maintain affordable housing and related facilities and improvements including, but not limited to, public trail purposes; and

WHEREAS, acquiring the Subject Property to construct and maintain affordable housing and for trail purposes serves a public purpose and public use and benefits the residents of the Town of Mountain Village and the general public; and

WHEREAS, the Subject Property is necessary for the construction of affordable housing and also includes an existing public trail known as the Meadows Trail, easement rights for which the present owners have refused to acknowledge, and there is an immediate need to take possession of same; and

WHEREAS, the Town of Mountain Village has complied and intends to continue to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including, but not limited to, the notice and good faith negotiation requirements and provisions thereof.

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

Section 1. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. The term "Subject Property" means the real property described in attached Exhibit A.

Section 3. The Town Council hereby finds that the acquisition of the Subject Property for the purpose of constructing affordable housing and for continued use of the Meadows Trail will serve a proper, public, and municipal purpose and use, and that such acquisition is necessary and essential to this public purpose and use. The Town Council hereby declares its intent to acquire the Subject Property for the purposes stated herein.

Section 4. The Town Manager, in consultation with the Town Attorney, is directed to provide notice of the Town's intent to acquire the Subject Property to the owners of said property, and to thereafter conduct good faith negotiations with the owners for the acquisition of the property rights sought. The Town Manager is authorized to make offers for all or portions of the Subject Property based upon the appraisal or fair market valuation of the same, and is further authorized to execute agreements for the acquisition of all or portions of the Subject Property.

Section 5. If, after making good faith offers to acquire the Subject Property, the Town is unable to acquire the necessary property rights by negotiation and/or voluntary purchase, the Town Attorney is hereby authorized to institute and prosecute eminent domain proceedings in the name of the Town so as to acquire the Subject Property by condemnation. In the prosecution of any eminent domain actions to acquire the Subject Property, the Town shall have and retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Mountain Village Home Rule Charter, and C.R.S. § 38-1-101, *et seq.* and C.R.S. § 38-6-101, *et seq.*

Section 6. The Town Manager, in consultation with the Town Attorney, is authorized to seek and to take immediate possession of the Subject Property as may be necessary for constructing affordable housing and for continued use of the Meadows Trail, and to make such deposits or other payments as may be necessary in connection therewith. If eminent domain proceedings are instituted, the Town Manager, in consultation with the Town Attorney, is authorized to retain such expert witnesses, including appraisers, as the Town determines are necessary for the condemnation proceedings.

Section 7. The Town Manager, in consultation with the Town Attorney, is hereby specifically authorized to make such reasonable or necessary amendments and corrections to the terms and/or legal descriptions of the Subject Property to be acquired, including authorization to include such additional or other property rights necessary or desirable for the Town to acquire so as to construct, install, maintain, and use the public improvements for multimodal improvements.

Section 8. The Town Council hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Mountain Village, that it is adopted for the health, safety, and welfare of the public, and that this Resolution 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 Resolution bears a rational relation to the proper legislative object sought to be obtained.

Section 9. If any clause, sentence, paragraph, or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 10. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on the 19th day of May 2022.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney

Exhibit A

LOT 615 1CR TOWN OF MOUNTAIN VILLAGE ACC TO A REPLAT OF LOTS BC110 BC513A 615 1C 615
2CR 615 3AR TRACT 21 AR TRACT OSP 21 TRACTS OS 615A B AND C AND OLD HIGHWAY RD
LOCATED WITHIN N1 2S1 2 OF SEC 33 T43N R9W NMPM SAN MIGUEL COUNTY CO ZONING 3
CONDOMINIUM

Glenwood Springs Office
901 Grand Avenue, Suite 201
Glenwood Springs, Colorado 81601
Telephone (970) 947-1936
Facsimile (970) 947-1937

GARFIELD & HECHT, P.C.
ATTORNEYS AT LAW
Since 1975

www.garfieldhecht.com

MEMORANDUM

TO: Town of Mountain Village
FROM: David McConaughy
Christine Gazda
RE: Ethics Code Update
DATE: May 11, 2022

This memorandum is intended to explain the changes proposed by the Ordinance Repealing and Replacing Appendix A Code of Ethics of the Mountain Village Municipal Code.

Appendix A of the Municipal Code outlines the Town's Code of Ethics, but there are conflicts between Appendix A and C.R.S. § 24-18-101, *et seq.*, which contains state-wide ethical principles and rules of conduct, and Article XXIX § 3 of the Colorado Constitution, which contains certain gift bans. For example, C.R.S. § 24-18-102 contains definitions pertaining to financial interests that differ from the existing definitions of Section 1-2, Appendix A.

Meanwhile, Article XXIX § 3 of the Colorado Constitution contains three gift bans. The first pertains to money, forbearance, or forgiveness of indebtedness. For this ban, acceptance or receipt of any amount is a violation. The second pertains to things of value, including but not limited to gifts, loans, rewards, promises or negotiations of future employment, favors or services, honoraria, travel, entertainment, or special discounts. For this ban, solicitation, acceptance, or receipt of a thing of value having a fair market value or aggregate actual cost greater than \$65.00 is a violation. This amount is adjusted for inflation every four years by the Colorado Independent Ethics Commission. The third pertains to gifts or things of value from professional lobbyists.

This Ordinance would repeal Appendix A in its entirety and replace it with the state-wide ethical standards of C.R.S. § 24-18-101, *et seq.*, and the constitutional gift bans, while keeping the existing provisions concerning the Town's Ethics Commission and event tickets policy.

ORDINANCE NO. 2022-__

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO REPEALING AND REPLACING APPENDIX A CODE OF ETHICS OF THE
MOUNTAIN VILLAGE MUNICIPAL CODE**

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 (“Charter”); and

WHEREAS, Appendix A of the Mountain Village Municipal Code outlines the Town’s Code of Ethics for Town Council Members, Town Board Members and other Town employees; and

WHEREAS, C.R.S. § 24-18-101, *et seq.*, provides state-wide ethics standards that have been subject to uniform interpretation, and Article XXIX § 3 of the Colorado Constitution contains certain gift bans; and

WHEREAS, there are conflicts between the Town’s Code of Ethics and C.R.S. § 24-18-102 and the Colorado Constitution; and

WHEREAS, to promote consistency in ethics rules across the State of Colorado, the Town Council desires to repeal and replace the Town’s Code of Ethics to conform to state-wide standards 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. Repeal and Replace. The Town Council hereby repeals Appendix A Code of Ethics of the Mountain Village Municipal Code in its entirety and replaces it 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 _____, 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 ___ day of _____, 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
___ day of _____, 2022**

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, 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. 2022-__ ("Ordinance") is a true, correct, and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading 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 _____, 2022, 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 _____, 2022 in accordance with Section 5.2(d) 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 _____, 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

Appendix A CODE OF ETHICS

§ 1-1 PURPOSE

The Town Council recognizes the importance of promoting public confidence in the Town government and that those citizens who hold public office or are employed by the Town may have conflicts arise between their public duty and their personal and or financial interests. Therefore, to promote consistency in ethics rules across the State of Colorado, the Town Council desires to conform to state-wide ethics standards as set forth in C.R.S. § 24-18-101, *et seq.*

§ 1-2 DEFINITIONS

As used in this Code of Ethics, unless the context otherwise requires:

(1) “Board” means the boards, commissions, committees, or other authorities operating on behalf of the Town as the Town Council may, from time to time, create.

(2) “Board member” means a member of any Board, including regular and alternate members, but does not include any Employee of the Town.

(3) “Business” means any corporation, limited liability company, partnership, sole proprietorship, trust or foundation, or other individual or organization carrying on a business, whether or not operated for profit.

(4) “Compensation” means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another.

(5) “Council Member” means a duly elected member of the Town of Mountain Village Council.

(6) “Employee” means any temporary or permanent employee of the Town, except an employee under contract to the Town.

(7) “Financial interest” means a substantial interest held by an individual which is:

- (a) An ownership interest in a business;
- (b) A creditor interest in an insolvent business;
- (c) An employment or a prospective employment for which negotiations have begun;
- (d) An ownership interest in real or personal property;
- (e) A loan or any other debtor interest; or
- (f) A directorship or officership in a business.

(8) “Official act” or “official action” means any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.

(9) “Town” means the Town of Mountain Village, Colorado.

(10) “Town Council” means the duly elected Town of Mountain Village Council.

(11) “Town official” means an elected or appointed official of the Town and includes any Board member, but does not include any Employee of the Town.

§ 1-3 PUBLIC TRUST – BREACH OF FIDUCIARY DUTY

A. The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of local government officials and employees. A Town official or employee shall carry out their duties for the benefit of the people of the Town.

B. A Town official or employee whose conduct departs from their fiduciary duty is liable to the people of the Town as a trustee of property and shall suffer such other liabilities as a private fiduciary would suffer for abuse of their trust. The Town Attorney may bring appropriate judicial proceedings on behalf of the people. Any moneys collected in such actions shall be paid to the general fund of the Town. Judicial proceedings pursuant to this section shall be in addition to any criminal action which may be brought against such Town official or employee.

§ 1-4 ETHICAL PRINCIPLES FOR TOWN OFFICIALS AND EMPLOYEES

A. The principles in this section are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment in local government.

B. A Town official or employee should not acquire or hold an interest in any business or undertaking which they have reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which they have substantive authority.

C. A Town official or employee should not, within six months following the termination of their office or employment, obtain employment in which they will take direct advantage, unavailable to others, of matters with which they were directly involved during their term of employment. These matters include rules, other than rules of general application, which they actively helped to formulate and applications, claims, or contested cases in the consideration of which they were an active participant.

D. A Town official or employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when they have a substantial financial interest in a competing firm or undertaking.

E. Town officials and employees are discouraged from assisting or enabling members of their immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the officer, official, or employee is in a position to reward with official action or has rewarded with official action in the past.

§ 1-5 RULES OF CONDUCT FOR TOWN OFFICIALS AND EMPLOYEES

A. Proof beyond a reasonable doubt of commission of any act enumerated in this Section is proof that the actor has breached their fiduciary duty and the public trust. A Town official or employee shall not:

1. Disclose or use confidential information acquired in the course of their official duties in order to further substantially their personal financial interests; or
2. Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:

(a) Which would tend improperly to influence a reasonable person in their position to depart from the faithful and impartial discharge of their public duties; or

(b) Which they know or which a reasonable person in their position should know under the circumstances is primarily for the purpose of rewarding them for official action they have taken.

B. An economic benefit tantamount to a gift of substantial value includes without limitation:

1. A loan at a rate of interest substantially lower than the commercial rate then currently prevalent for similar loans and compensation received for private services rendered at a rate substantially exceeding the fair market value of such services; or

2. The acceptance by a Town official or employee of goods or services for their own personal benefit offered by a person who is at the same time providing goods or services to the Town under a contract or other means by which the person receives payment or other compensation from the Town, as applicable, for which the official or employee serves, unless the totality of the circumstances attendant to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the official or employee does not receive any substantial benefit resulting from their official or governmental status that is unavailable to members of the public generally.

3. The following are not gifts of substantial value or gifts of substantial economic benefit tantamount to gifts of substantial value for purposes of this Section:

(a) Campaign contributions and contributions in kind reported as required by C.R.S. § 1-45-108;

(b) An unsolicited item of trivial value;

(b.5) A gift with a fair market value of sixty-five dollars (\$65.00) or less that is given to the Town official or employee by a person other than a professional lobbyist.

(c) An unsolicited token or award of appreciation as described in Section 3 (3)(c) of Article XXIX of the Colorado Constitution;

(c.5) Unsolicited informational material, publications, or subscriptions related to the performance of official duties on the part of the Town official or employee;

(d) Payment of or reimbursement for reasonable expenses paid by a nonprofit organization or state and local government in connection with attendance at a convention, fact-finding mission or trip, or other meeting as permitted in accordance with the provisions of Section 3 (3)(f) of Article XXIX of the Colorado Constitution;

(e) Payment of or reimbursement for admission to, and the cost of food or beverages consumed at, a reception, meal, or meeting that may be accepted or received in accordance with the provisions of Section 3 (3)(e) of Article XXIX of the Colorado Constitution;

(f) A gift given by an individual who is a relative or personal friend of the Town official or employee on a special occasion.

(g) Payment for speeches, appearances, or publications that may be accepted or received by Town official or employee in accordance with the provisions of Section 3 of Article XXIX of the Colorado Constitution that are reported pursuant to C.R.S. § 24-6-203 (3)(d);

(h) Payment of salary from employment, including other government employment;

(i) A component of the compensation paid or other incentive given to the Town official or employee in the normal course of employment; and

(j) Any other gift or thing of value a Town official or employee is permitted to solicit, accept, or receive in accordance with the provisions of Section 3 of Article XXIX of the Colorado Constitution, the acceptance of which is not otherwise prohibited by law.

C. The provisions of this Section are distinct from and in addition to the reporting requirements of C.R.S. §§ 1-45-108 and 24-6-203, and do not relieve an incumbent in or elected candidate to public office from reporting an item described in subsection (3) of this Section, if such reporting provisions apply.

D. The amount of the gift limit specified in paragraph (b.5) of subsection (3) of this Section shall be identical to the amount of the gift limit under Section 3 of Article XXIX of the Colorado Constitution, which is adjusted for inflation from time to time by the Colorado Independent Ethics Commission.

§ 1-6 INTERESTS IN CONTRACTS, SALES, OR PURCHASES.

A. Town officials or employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees. A former employee may not, within six (6) months following the termination of their employment, contract or be employed by an employer who contracts with the Town involving matters with which they were directly involved during their employment. For purposes of this Section, the term:

(1) “Be interested in” does not include holding a minority interest in a corporation.

(2) “Contract” does not include:

(a) Contracts awarded to the lowest responsible bidder based on competitive bidding procedures;

(b) Merchandise sold to the highest bidder at public auctions;

(c) Investments or deposits in financial institutions which are in the business of loaning or receiving moneys;

(d) A contract with an interested party if, because of geographic restrictions, the Town could not otherwise reasonably afford itself of the subject of the contract. It shall be presumed that the Town could not otherwise reasonably afford itself of the subject of a contract if the additional cost to the Town is greater than ten percent (10%) of a contract with an interested party or if the contract is for services that

must be performed within a limited time period and no other contractor can provide those services within that time period.

(e) A contract with respect to which any Town official or employee has disclosed a personal interest and has not voted thereon or with respect to which any member of the governing body of a local government has voted thereon in accordance with C.R.S. §§ 24-18-109 (3)(b) or 31-4-404 (3). Any such disclosure shall be made to the Town Council, for Town officials and employees.

B. Town officials shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity.

C. Any contract made in violation of this Section shall be voidable at the instance of any party to the contract except the Town official or employee interested therein.

§ 1-7 EVENT TICKETS

A. In the event the Town receives event or festival tickets for an event within the Town or the Town of Telluride, the Town Manager shall have the discretion to distribute such tickets to Employees if attendance at the event will be beneficial to the Town.

B. Each Employee receiving tickets shall submit a report on the event to the Town Manager within two (2) weeks after the event.

C. In no event shall event or festival tickets received by the Town be distributed to Council or Board members.

D. Notwithstanding the foregoing, for events held within the Town, if the Town deems it desirable for Council members to attend such events, the Town may purchase tickets to such events for Council members.

§ 1-8 VOLUNTARY DISCLOSURE

A member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses, a Town official, or an employee may, prior to acting in a manner which may impinge on their fiduciary duty and the public trust, disclose the nature of their private interest. Such disclosure shall be made in writing to the Town Manager and Town Attorney, listing the amount of their financial interest, if any, the purpose and duration of their services rendered, if any, and the compensation received for the services or such other information as is necessary to describe their interest. If the Board member, Town official, or employee then performs the official act involved, they shall state for the record the fact and summary nature of the interest disclosed at the time of performing the act. Such disclosure shall constitute an affirmative defense to any civil or criminal action or any other sanction.

§ 1-9 ETHICS COMMISSION

A. The Town Council hereby establishes the Ethics Commission for the purpose of reviewing alleged violations of this Code of Ethics and determining the validity of the alleged violations.

B. The Ethics Commission shall be comprised of three (3) members and two (2) alternates. The first member shall be a Council Member appointed by the Town Council, the second shall be a qualified elector appointed by the Town Council third member shall be a qualified elector, appointed by the Town

Council. The first alternate shall be a Council Member appointed by the Town Council and the second alternate shall be a qualified elector appointed by the Town Council.

C. Each member of the Ethics Commission shall serve for two (2) year terms.

D. Two (2) members of the Ethics Commission shall constitute a quorum at meetings of the Ethics Commission. If a member of the Ethics Commission is not available to attend a meeting, then an alternate may serve in his or her place. The Ethics Commission shall meet on an as needed basis, with the exception that the Ethics Commission shall meet on an as needed basis, when formal complaints of a violation of the Code of Ethics have been presented. All Ethics Commission meetings shall be public meetings, noticed by posting at Town Hall at least twenty four (24) hours prior to such meeting.

E. Each member of the Ethics commission or alternate serving in a members place shall be entitled to one (1) vote. A vote of the majority of the members (or alternate serving in the member's place) of the Ethics Commission shall constitute an affirmative vote of the Ethics Commission for all matters including the enforcement of this Ethics Code and administering penalties.

F. Upon the Town receiving a complaint alleging a violation of this Code of Ethics, the Ethics Commission to convene within thirty (30) days and hold a public hearing on the alleged violation, taking evidence from the person or group making the allegation and from the person against whom the allegation is made. Upon conclusion of the hearing, in the event the Ethics Commission determines by clear and convincing evidence that a violation of this Code of Ethics has occurred, the Ethics Commission shall make a report to Town Council with its findings and recommended penalty to the Town Council. The Town Council shall then consider the findings of the Ethics Commission before imposing penalties in accordance with this Code of Ethics.

§ 1-10 ENFORCEMENT AND PENALTIES

A. The Town Council and Boards have the duty to bring a matter concerning an alleged violation to the Ethics Commission for investigation and appropriate action including levying penalties under this Code of Ethics.

B. Any Council members found to have violated any provision of this Code of Ethics, by clear and convincing evidence, shall be subject to a public reprimand by the Town Council and may be subject to a censure if deemed appropriate by the Ethics Commission.

C. Any Board members found to have violated any provision of this Code of Ethics, by clear and convincing evidence, shall be subject to a public reprimand by the Town Council and may be subject to a censure if deemed appropriate by the Ethics Commission. Furthermore, upon such a finding by the Ethics Commission, the Town Council shall have good cause to remove such Board member from the Board upon which they sit.

D. The penalties contained herein shall not limit the Town from bringing any action at law or equity, including civil or criminal action under federal, state, or local law for violation of this Code of Ethics, a breach of public trust, a breach of fiduciary duty, or any other related violation. The Town shall be entitled to its costs and expenses in pursuing such action, including reasonable attorneys' fees.



AGENDA ITEM #8
TOWN MANAGER
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council

FROM: Paul Wisor, Town Manager; Michelle Haynes, Planning, Development Services and Housing Director

DATE: May 13, 2022

RE: Ratification of Contract to Purchase Ridgway Condos West, Phase III

Executive Summary: 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 Town Manager has executed an agreement to purchase raw land in Ridgway, commonly known as Ridgway Condos West, Phase III. If the Town, after due diligence review, closes on the property, it could build twenty-four deed restricted units to help address the housing crisis.

Overview

The Town Manager has executed a Purchase and Sale Agreement for property commonly known as Ridgway Condos West, Phase III. The contract price is \$1,375,000, and the property is purportedly entitled for the development for 24 units, as set for in Exhibit A.

A precondition on closing on the property is the ratification of the Purchase and Sale Agreement by Town Council. Ratification of the Purchase and Sale Agreement does not mean the Town will close on the property. There are several due diligence matters to address, and the Town may ultimately decide it is not in the Town's best interest to acquire the property.

During the due diligence period, staff will work to determine whether these units should be for sale or for rent. It is staff's general understanding that units contained within Phases I and II of this project are owned by individuals, but they are generally rented to other individuals.

Financial Considerations

As noted above, the purchase price is \$1,375,000. It is anticipated the Town would ultimately be able to recoup these dollars after the land is developed per a contractual relationship with the developer of the for sale or for rent product.

Proposed Motion

I move to ratify the contract to purchase the property commonly known as Ridgway Condos West, Phase III, as set forth in Exhibit B to the staff report.

Exhibit A

RIDGWAY VILLAGE CONDOS WEST PHASE III



Property Information

MLS#

11111

Address

TBD Redcliff Circle

Sale Price

\$1,375,000

Price Per Unit

\$57,291

- *The preliminary plat and conditional use permit have been approved through the Town of Ridgway. Phase I and Phase II have been completed (40 units) Ready to build.*

- *This offering is for Phase III. Phase III consist of 3 Buildings. (Building I – J – K), each building has 8 units. 4 units main level and 4 units second level) for a total of 24 units in Phase III.*

- *This project offers 1, 2 and 3 bedroom options. The general common elements are in place... playground, pond, garden, bike, pedestrian paths along with infrastructure.*

- *All as built site plan work is available. Start this project today.*

- *Declarant Rights Transferred*

Property Assesor Details

- .789 Acres • 34,368 Land Square Feet.

Account Number: ROO6502

Parcel Number: 4305-1610-5041

Tax Area ID: 209-209

Owner Name: Ridgway Devolpment, LLC

Tax Information

Tax Year: 2021

Taxes: \$574.46

**For More Information Contact
Ouray County Assesor (970) 325-4371*

Utilities

- *Water/Sewer/Trash: Town of Ridgway (970) 626 -*
- *Electricity: San Miguel Power (970) 626 - 5549*
- *Natural Gas: Black Hills Energy (800) 563-0012*

General Information

Property Information for Offer

Address: *TBD Redcliff Circle, Ridgway, CO 81432*

Legal Description: *Lot 2B, Northridge Subdivision, according to the recorded Plat recorded May 25, 2006 at Reception No. 191625, Town of Ridgway, County of Ouray, State of Colorado.*

EXCEPTING therefrom that portion thereof lying within the land defined and described as the Ridgway Village West Condominium, Filing 1, according to the Condominium Map recorded 5-25-2006 at Reception No. 191627, Town of Ridgway, County of Ouray, State of Colorado.

EXCEPTING therefrom that portion thereof lying within the land defined and described as First Amendment to Ridgway Village West Condominium, Filing 1, A Condominium Map and Subdivision of Lot 2B, Northridge Subdivision according to the Plat recorded June 25, 2008 at Reception No. 198126, Town of Ridgway, County of Ouray, State of Colorado.

on Exhibit "A" add under:

Together with Declarant Rights:

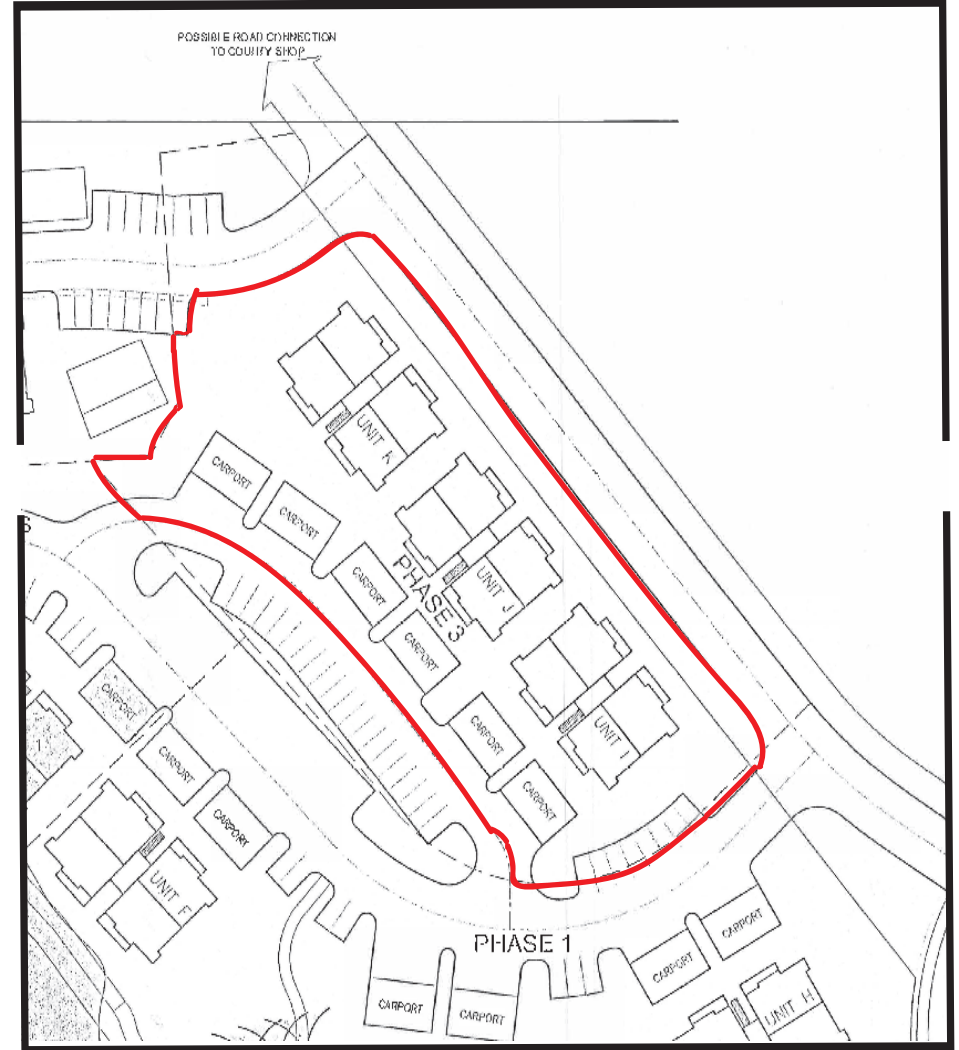
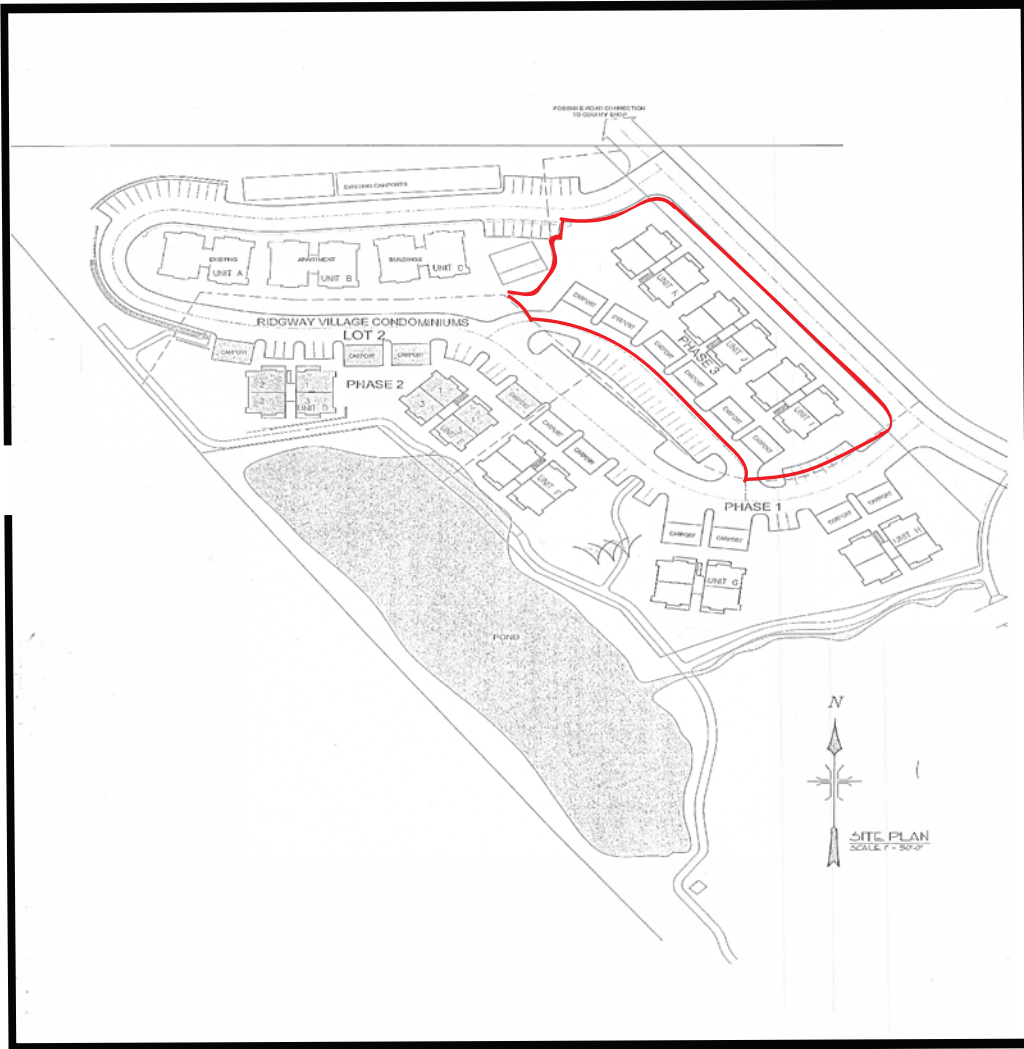
Pursuant to authority granted in Sections 8.03 and 8.04 of the Declaration, Ridgway Village Condos, LLC, a Colorado limited liability company, hereby assigns and transfers any and all rights, reservations, obligations, charges and provisions created or reserved to the Declarant under the terms of the Declaration and the First, Second and Third Amendments to the Declaration to Ridgway Development, LLC, a Colorado limited liability company.

Possesion: *Closing*

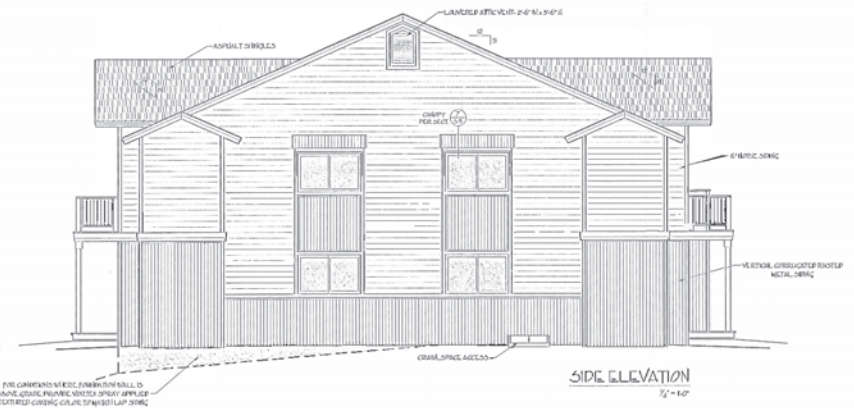
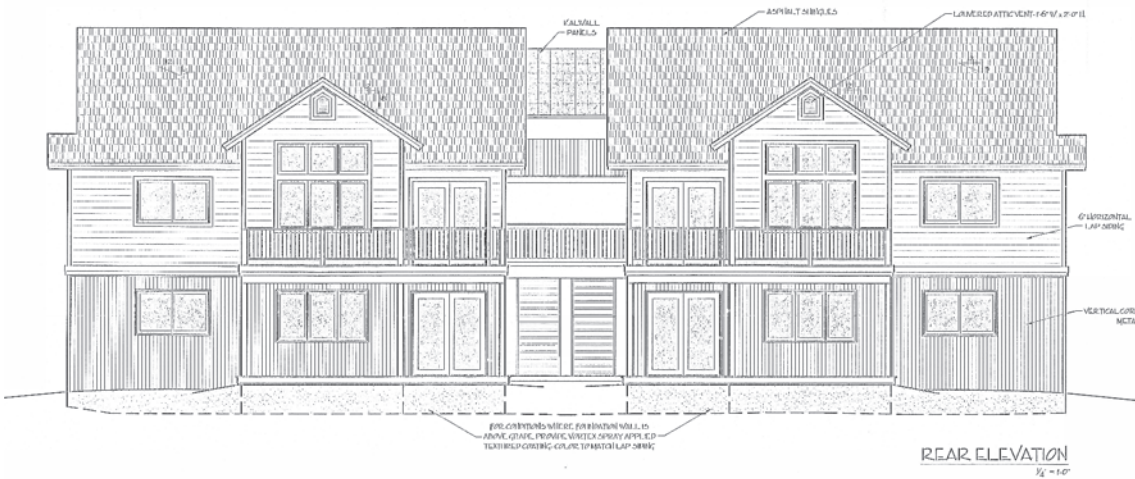
Earnest Money/ Title Co: *2% of Purchase Price (Please make check payable to Alpine Title Co.)*

Title Company: *Alpine Title (970)-728-9680*

Site Plan



Elevations



Floor Plan

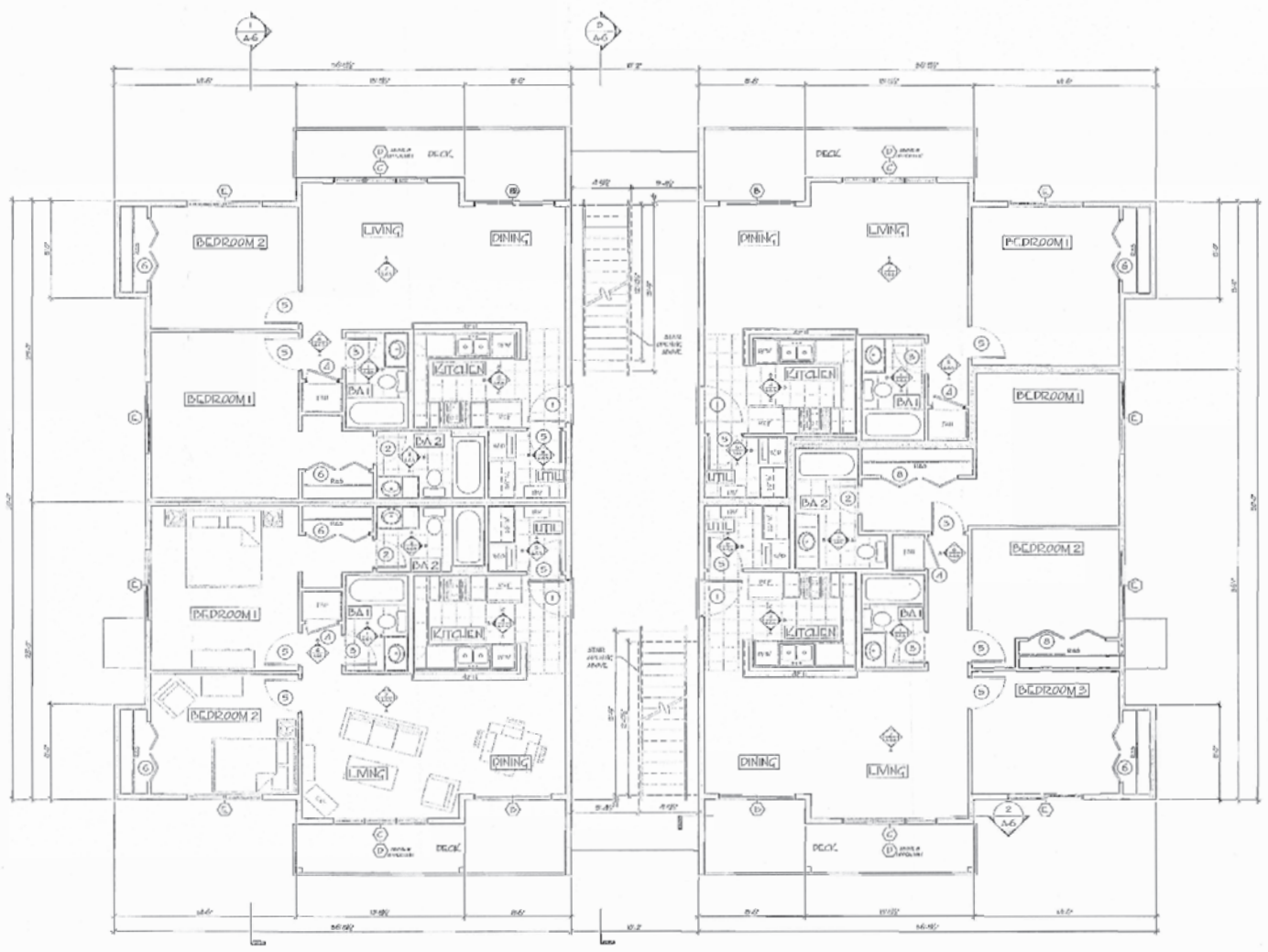


Exhibit B



Chase K Girard
 970-626-9700
 Chase@PonderosaRE.com

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 2 (CP40-6-21) (Mandatory 1-22)

3
 4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR**
 5 **OTHER COUNSEL BEFORE SIGNING.**
 6

7 **COUNTERPROPOSAL**

8
 9 Date: 05/06/22

10
 11 **1.** This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed
 12 contract dated 05/04/22 (Contract) between Ridgway Development, LLC by: Tony Girard,
 13 Managing Member (Seller) and Town of Mountain
 14 Village, Colorado (Buyer) relating to the sale and purchase
 15 of the following legally described real estate in the County of Ouray, Colorado (insert legal description):
 16 See attached Exhibit "A" - Legal Description

17
 18
 19 known as: TBD Redcliff Circle Ridgway CO 81432
 20 _____ (Property).
 21 Street Address City State Zip

22
 23 **NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to**
 24 **the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the**
 25 **corresponding provision of the Contract to which reference is made is deleted.**
 26

27 **2. § 3.1. Dates and Deadlines.** [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 3	Time of Day Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	§ 3	Alternative Earnest Money Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Title			
3	§ 8	Record Title Deadline (and Tax Certificate)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	§ 8	Record Title Objection Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	§ 8	Off-Record Title Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	§ 8	Off-Record Title Objection Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	§ 8	Title Resolution Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	§ 8	Third Party Right to Purchase/Approve Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Owners' Association			
9	§ 7	Association Documents Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	§ 7	Association Documents Termination Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Seller's Disclosures			
11	§ 10	Seller's Property Disclosure Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	§ 10	Lead-Based Paint Disclosure Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Loan and Credit			
13	§ 5	New Loan Application Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	§ 5	New Loan Terms Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	§ 5	New Loan Availability Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	§ 5	Buyer's Credit Information Deadline		<input checked="" type="checkbox"/>	<input type="checkbox"/>

17	§ 5	Disapproval of Buyer’s Credit Information Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18	§ 5	Existing Loan Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19	§ 5	Existing Loan Termination Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	§ 5	Loan Transfer Approval Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21	§ 4	Seller or Private Financing Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Appraisal		
22	§ 6	Appraisal Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23	§ 6	Appraisal Objection Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24	§ 6	Appraisal Resolution Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Survey		
25	§ 9	New ILC or New Survey Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
26	§ 9	New ILC or New Survey Objection Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
27	§ 9	New ILC or New Survey Resolution Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Inspection and Due Diligence		
28	§ 2	Water Rights Examination Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
29	§ 8	Mineral Rights Examination Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30	§ 10	Inspection Termination Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
31	§ 10	Inspection Objection Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
32	§ 10	Inspection Resolution Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33	§ 10	Property Insurance Termination Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34	§ 10	Due Diligence Documents Delivery Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
35	§ 10	Due Diligence Documents Objection Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36	§ 10	Due Diligence Documents Resolution Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
37	§ 10	Environmental Inspection Objection Deadline (CBS2, 3, 4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39	§ 10	Conditional Sale Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40	§ 10	Lead-Based Paint Termination Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Closing and Possession		
43	§ 12	Closing Date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
44	§ 17	Possession Date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
45	§ 17	Possession Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

28 **3. § 4. PURCHASE PRICE AND TERMS.** [Note: This table may be omitted if inapplicable.]

29 The Purchase Price set forth below is payable in U. S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 1375000.00	
2	§ 4.3	Earnest Money		\$ 68750.00
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 1306250.00
10		TOTAL	\$ 1375000.00	\$ 1375000.00

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31 **4. ATTACHMENTS.** The following are a part of this Counterproposal:

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Note: The following documents have been provided but are **not** a part of this Counterproposal:

5. OTHER CHANGES.

- A.) Change item 2.4:Zip Code to 81432.
- B.) Delete "editable format" on line 580 - item 10.6.1.4.13. Seller does not have editable formats.
- C.) Change 29.E to: - delete "editable format" line 918 and Remove last sentence and replace with:
Seller to provide letter to Buyer authorizing said documents to be released to Buyer, on or before Due Diligence Documents Delivery Date. Seller shall assign to Buyer at Closing, any rights Seller may have in relinquishing said documents to Buyer.
- D.) Change "by" line 922 item 29.f to "at".
- E.) Change "by" line 925 item 29.G to "at".
- F.) Add to 29.K: Prior to any Work to be performed on Property, Buyer agrees to have Worker's/ Contractors, etc. sign and deliver to Seller a waiver and release of liability. Seller to provide said release / waiver of liability to Buyer on or before Due Diligence Documents Delivery Date.
- G.) Change 29.L: Seller represents and warrants Property is not currently assessed and has not been assessed any annual HOA dues from Ridgway Village West Homeowners Association or The Ridgway USA HOA.
- H.) Change 29.M to:Paragraph 17. Possession. Seller hereby agrees to a payment of \$100 a day not to exceed 15 days from the agreed to Closing Date in this contract and any amendments thereto.

6. ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 05/07/22 6pm.

Date _____ Time _____

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

Buyer's Name: Town of Mountain Village, Colorado

Buyer's Name: _____

 Paul Wisor 05/06/22

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: pwisor@mtnvillage.org

Email Address: _____

Seller's Name: Ridgway Development, LLC by: Tony Girard, Managing Member

Seller's Name: _____

 Ridgway Development, LLC 05/06/2022

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: TonyGirard@live.com

Phone No.: _____
Fax No.: _____
Email Address: _____

69 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal.
70 Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.
71



AGENDA ITEM 9
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

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

FOR: Town Council Hearing Date of May 19, 2022

DATE: May 12, 2022

RE: First Reading of an Ordinance Regarding a Major Planned Unit Development Amendment to the Lot 109R Planned Unit Development, commonly called the Mountain Village Hotel PUD, by Tiara Telluride, LLC.

SUMMARY

The Design Review Board reviewed the 109R Major PUD Amendment as a recommendation to Town Council on May 5, 2022 and continued that meeting to May 31, 2022. The DRB is required to provide a recommendation on the Major PUD Amendment prior to Town Council consideration. Staff recommends that the Town Council continue this hearing, and not open the hearing, to a date certain. Below staff recommends a special meeting on June 8, 2022 to begin at 2:00 pm; however, ultimately, the specific date needs to be set by Town Council understanding that a quorum can be achieved minimally for review. A quorum would constitute 4 members of Town Council.

MOTION

I move to continue the First Reading of an Ordinance Regarding a Major PUD Amendment to the Lot 109R Planned Unit Development, commonly called the Mountain Village Hotel PUD, by Tiara Telluride, LLC to a special meeting on [Wednesday, June 8th at 2:00 pm]

/mbh



Agenda Item No. 10
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council
FROM: Michelle Haynes, Planning and Development Services Director, Rachel Shindman EPS, Andrew Knudtsen EPS, Paul Wisor, Town Manager, David McConaughy, Town Attorney
FOR: Town Council Meeting of May 19, 2022
DATE: May 13, 2022
RE: SECOND READING AND COUNCIL VOTE ON AN ORDINANCE REGARDING AMENDING CHAPTERS 16.01, 16.02, 17.3, AND 17.9 OF THE COMMUNITY DEVELOPMENT CODE CONCERNING AFFORDABLE HOUSING RESTRICTIONS AND ADOPTING HOUSING IMPACT MITIGATION REQUIREMENTS

Overview

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.

Adoption of community housing mitigation directly addresses the impact new construction has on the associated housing need generated by new development. Housing would then be satisfied through built units, payments or within a hierarchy of approaches to satisfy the requirement acceptable to the town.

SUMMARY

Town Council approved on first reading of an ordinance the mitigation methodology at the April 21, 2022 meeting. Staff was directed to make clarifying and conforming amendments regarding use and application of the worksheet and associated deed restriction regulations.

EXHIBIT

- A. Ordinance including exhibits A & B

SUMMARY OF EDITS FROM FIRST TO SECOND READING

1. We incorporated integration of the worksheet as an appendix to the CDC at Appendix 17-3. The worksheet will also be found on the website for download as its an interactive worksheet.

2. We amended the 2006 Affordable Housing Requirements to create more flexibility with new affordable housing units constructed in the Mountain Village.
3. We either conformed definitions with the existing definitions in the CDC or, defined terms, for the purposes of using the mitigation worksheet such as Net Floor Area.
4. We clarified how the zoning designations fit within the worksheet categories.
5. We removed the ability for a developer to request an exemption or reduction in the requirement.
6. We left in a provision for non-profits or volunteer-based organizations so long as they can demonstrate the new development shall not generate new employees.
7. Existing, and unbuilt employee density on a lot can count towards the mitigation requirement.
8. The town proposes to adopt a 40% mitigation rate for commercial and a 60% mitigation rate for residential.
9. The cost per square foot mitigation rate is established as \$606 a square foot
10. The town agrees to graduate the mitigation requirements over the next four years. We apply the worksheet and then reduce it by the following percentages:
 - a. Year 1: Apply 25% of the mitigation requirement
 - b. Year 2: Apply 50% of the mitigation requirement
 - c. Year 3: Apply 75% of the mitigation requirement
 - d. Year 4 and thereafter: Apply 100% of the mitigation requirement
11. The mitigation worksheet implements the following three means to satisfy the mitigation requirement in an incentivized order of preference:
 - 1) Build in town and/or onsite
 - 2) Build out of town
 - 3) Payment in lieu

RECOMMENDED MOTION

I MOVE TO APPROVE AN ORDINANCE ON SECOND READING OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING CHAPTERS 16.01, 16.02, 17.3, AND 17.9 OF THE MUNICIPAL CODE (INCLUSIVE OF THE COMMUNITY DEVELOPMENT CODE) CONCERNING AFFORDABLE HOUSING RESTRICTIONS AND ADOPTING HOUSING IMPACT MITIGATION REQUIREMENTS AS ATTACHED AS EXHIBIT A AND DIRECT STAFF TO AMEND THE MUNICIPAL CODE ACCORDINGLY.

/mbh

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING CHAPTERS 16.01, 16.02, 17.3, AND 17.9 OF THE COMMUNITY DEVELOPMENT CODE CONCERNING AFFORDABLE HOUSING RESTRICTIONS AND ADOPTING HOUSING IMPACT MITIGATION REQUIREMENTS

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 (“Charter”); and

WHEREAS, pursuant to Charter Section 3.6(b), the Town Council of the Town of Mountain Village (the “Town Council”) has the authority to establish land use standards to provide for the present and future needs of the Town;

WHEREAS, Chapters 16.01 and 16.02 of the Mountain Village Municipal Code provide restrictions on affordable housing, Title 17 of the Municipal Code is known as the Town of Mountain Village Community Development Code (“CDC”), Chapter 17.3 of the CDC outlines zoning and land use regulations including workforce housing requirements, and Chapter 17.9 of the CDC is the Appendix containing maps, graphs, and worksheets related to CDC regulations; and

WHEREAS, development and construction of free-market residential housing, hotels, and commercial establishments creates impacts and burdens on the Town and its citizens including, among other things, maintaining adequate levels of public facilities, funding necessary capital improvements, and providing affordable and attainable housing for workers and local residents; and

WHEREAS, the Town engaged consultants to study the impacts of development and to recommend a methodology to require mitigation of housing impacts through construction of new housing and/or to establish, collect, and use housing impact fees under certain circumstances to address such impacts and burdens, the results of which are outlined in the Housing Mitigation Linkage Fee Nexus Analysis, dated March 9, 2022; and

WHEREAS, in compliance with Section 17.1.7 of the Mountain Village Municipal Code, the Town’s Design Review Board reviewed the analysis and provided a recommendation to Town Council on _____, 2022; and

WHEREAS, based on the Design Review Board’s recommendation and public comments, the Town Council desires to amend the CDC and adopt housing impact mitigation requirements to address the demand for affordable housing created by new free-market development 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. Amendments to CDC. The Town Council hereby amends the CDC as follows:

A. Chapters 16.01, 16.02, and 17.3 are hereby amended as set forth in Exhibit A, attached hereto. ~~Section 17.9.7 is hereby added to Chapter 17.9 to include Appendix 17-3, Town of Mountain Village Affordable Housing Mitigation Calculator.~~

~~B. Chapters 16.01, 16.02, and 17.3 are hereby amended as set forth in Exhibit A, attached hereto. Section 17.9.7 is hereby added to Chapter 17.9 to include Appendix 17-3, Town of Mountain Village Affordable Housing Mitigation Calculator, attached hereto as Exhibit B.~~

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 _____, 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 ___ day of _____, 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 ___ day of _____, 2022

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, 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. 2022-__ ("Ordinance") is a true, correct, and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading 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 _____, 2022, 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 _____, 2022 in accordance with Section 5.2(d) 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 _____, 2022. At the public hearing, the Ordinance was considered, read by title, and approved ~~with~~ without amendments 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

Chapter 16.01 1997 EMPLOYEE HOUSING RESTRICTION

16.01.010 Purpose.

This Chapter shall govern the ownership, use and occupancy of Affordable Housing in the Town, ~~including all “Employee Apartment” and “Employee Dormitory” dwelling units (defined on the Official Town Plat) that were created prior to September 8, 2006. This Chapter shall also apply to all development that has contractually agreed to abide by the regulations contained herein.~~

Chapter 16.02 2006 EMPLOYEE HOUSING RESTRICTION

16.02.010 Purpose.

B. As of ~~the~~ September 8, 2006, this Chapter shall govern the ownership, use and occupancy of Affordable Housing Units and Affordable Housing Lots ~~(as defined in Sections 11.3.a. and 3.b., respectively)~~ in the Town, ~~which that~~ are created or purchased (with the buyer’s agreement) after September 8, 2006. This Chapter shall also apply to all development ~~which that~~ has contractually agreed to abide by the regulations contained herein.

16.02.060 Initial Sales of Affordable Housing.

A. 1. The initial sales price of Affordable Housing Units sold by the multi unit developer ~~shall be no greater than \$250 per square foot. The Town of Mountain Village Town Council may adjust this initial per square foot sales price annually~~ may be adjusted by annual resolution of Town Council, at its discretion. ~~Square footage shall be measured from the interior demising walls.~~

16.02.070 Resale of Affordable Housing Including Appreciation Limits.

B. Resale of Affordable Housing Units and Affordable Housing Lots shall be to qualified buyers as governed by Sections ~~F of this Ordinance.~~ 16.02.080 and 16.02.100.

C. The sales price for resale of an Affordable Housing Unit or Affordable Housing Lot ~~shall be calculated by allowing a 3% appreciation, compounded annually,~~ may be capped to a certain percentage of appreciation of the initial purchase price paid by the Owner, from the purchase date by the Owner, as set by annual resolution of Town Council, in its discretion.

D. ~~The 3%~~ Any percentage of appreciation will be prorated to the day when the notice of intent to sell the unit is received by the Housing Authority or its designee.

Chapter 17.3 ZONING AND LAND USE REGULATIONS

17.3.9 ~~Workforce~~ Housing Impact Mitigation Requirements.

~~A. — Lots or dwelling units with employee apartment, employee condominium, employee single family or employee dorm zoning designations (collectively “workforce housing”) are restricted to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children.~~

A. Purpose. The purpose of this Section is to help provide housing that is affordable and attainable for persons who are employed within the Telluride R-1 School District, the demand for which is created by new free-market development. This is accomplished through the establishment of the housing impact mitigation requirements for new development that requires the production of Workforce Housing Units in the Town, outside of the Town, or, as a less preferred alternative, cash payments.

B. *Applicability.* The requirements of this Section apply to all new commercial and residential development within the incorporated limits of the Town as defined below. This Section also applies to a change of use that generates new employees.

C. *Definitions.* For the purposes of this Section, the following definitions shall apply:

1. “Commercial development” means any non-residential development involving the use of premises (land and building) for the purpose of conducting business, including but not limited to retail stores, restaurants, shopping centers, business offices, gas stations, hotels, motels and other accommodation, industrial uses and all other non residential development including, but not limited to, Commercial and Government Projects, excluding Workforce Housing, as defined by Section 17.8.1. This term does not include Municipal Facilities as defined in Section 17.8.1.

a. For the purposes of the Mitigation Worksheet, “hotel and accommodation use” includes Efficiency Lodge Zoning Designation Units, Hotel Efficiency Zoning Designation Units, Hotel Zoning Designation Units, and Lodge Zoning Designation Units (if used as short-term rentals by legal agreement and precluded from residential use).

2. “Employee” means a person who is employed or can show intent to be employed within the Telluride R-1 School District and maintains Residence in the Town. The Housing Authority, or its designee, shall determine whether a person qualifies as an Employee based on criteria including evidence of income earned within the Telluride R-1 School District, place of voter registration, place of automobile registration, driver’s license address, income tax records and public service involvement within the Telluride R-1 School District community. Employee includes those self-employed and independent contractors so long as their income is actually earned within the Telluride R-1 School District. A person not otherwise meeting the definition of employee may be qualified as an Employee by staff if that person is more than sixty (60) years of age and has been employed in the Telluride R-1 School District. Determination of Employee eligibility by the staff may be appealed to Town Council.

3. For purposes of the Mitigation Worksheet, “Net Floor Area” means the gross floor area minus any bathrooms, permanent storage areas (such spaces that can never be converted to commercial or other space that generates employees or parking demands as evidenced by physical separation, access or an appropriate legal restriction that runs with the property) or garages, and the gross floor area of any halls or stairs. This calculation excludes kitchen and storage areas associated with bar and restaurant use.

4. “Residential development” means any development intended for primary use as a residence, including but not limited to attached and detached single-family dwellings, apartments, condominiums, townhouses, and cottages, and their associated outbuildings such as accessory dwelling units. This term does not include Workforce Housing Units.

a. For the purposes of the Mitigation Worksheet, “single family residential use” includes Single Family Zoning Designations and Detached Condominiums.

b. For the purposes of the Mitigation Worksheet, “mixed use residential” means that portion of a mixed use building that is used or approved as residential development.

5. “Workforce Housing” means residential lots and dwelling units restricted by deed to use and occupancy by Employees and their spouses or domestic partners and children. This term is synonymous with “affordable housing” as used in Title 16 and throughout the CDC.

6. “Workforce Housing Restriction” means the deed restriction placed on Workforce Housing Units constructed pursuant to this Section. This term includes Employee Housing Restriction and Affordable Housing Restriction as used in Chapters 16.01 and 16.02, respectively.

7. “Workforce Housing Units” means dwelling units with Employee Apartment, Employee Condominium, Employee Dormitory, or Employee Single-Family zoning designations which are deed-restricted to occupancy by Employees and their spouses or domestic partners and children.

D. *Calculation of Housing Impact Mitigation Requirements.* As of the effective date of Ordinance No 2022-x, for all new commercial and residential development within the Town, the developer shall be required to mitigate the housing impacts of said development either by providing Workforce Housing Units or paying a fee in lieu in accordance with Appendix 17-3 Town of Mountain Village Affordable Housing Mitigation Calculator in Section 17.9.7 (“Mitigation Worksheet”).

1. With a land use application for new commercial or residential development, the developer shall provide a completed Mitigation Worksheet. **The burden is on the developer to demonstrate which areas of the proposed development count toward the calculation of Net Floor Area.**

2. The developer shall decide whether to provide the Workforce Housing Units or make the payment-in-lieu, or some combination thereof.

a. If the developer elects to make the payment-in-lieu, such payment is due upon submission of a building permit application.

b. If the developer elects to provide Workforce Housing Units on the same site as the proposed commercial or residential development, the developer shall include the Workforce Housing Units in the same **design review and building permit applications** as the proposed development.

c. If the developer elects to provide Workforce Housing Units off-site, either in the Town or outside of the Town limits, the developer shall submit **a separate design review and building permit applications** for the Workforce Housing Units.

i. If the developer elects to provide Workforce Housing Units off-site but “in the Town,” such units shall be located within the incorporated limits of the Town of Mountain Village.

ii. If the developer elects to provide Workforce Housing Units off-site but “outside of the Town limits,” such units shall be located within the boundaries of the San Miguel Authority for Regional Transportation (“SMART”) service areas.

23. Compliance with the requirements of this Section shall be a condition of issuance of a building permit for the proposed development.

a. The developer shall secure a certificate of occupancy for the Workforce Housing Units prior to or concurrent with the certificate of occupancy for the proposed development.

34. Housing mitigation and fees in lieu calculated pursuant to the Mitigation Worksheet shall be phased in as follows:

a. If a land use application is submitted on or before December 31, 2022, the developer shall be required to meet 25% of the housing mitigation and/or fees in lieu.

b. If a land use application is submitted between January 1, 2023 and December 31, 2023, the developer shall be required to meet 50% of the housing mitigation and/or fees in lieu.

c. If a land use application is submitted between January 1, 2024 and December 31, 2024, the developer shall be required to meet 75% of the housing mitigation and/or fees in lieu.

d. Any land use applications submitted on or after January 1, 2025 shall be required to meet 100% of the housing mitigation and/or fees in lieu.

45. The requirements of this Section shall not apply to development projects for which building permits have been issued as of the effective date of Ordinance No. 2022-x.

56. Town Council may amend the Mitigation Worksheet, by resolution, from time to time but no more than annually.

E. Exemptions. The following development shall be exempt from the requirements of this Section:

1. Municipal Facilities as defined in Section 17.8.1;

2. Workforce Housing Units created pursuant to this Section and other pre-existing deed-restricted housing;

3. Redevelopment of pre-existing use and change in use provided such activity does not generate new employees;

4. Non-profit and volunteer-based organizations providing community benefits provided the developer can demonstrate the new development shall not generate new employees;

~~If any developer believes that a particular development generates fewer employees than provided for in the Mitigation Worksheet, the developer may make a request to Town Council for an exemption or reduction in the requirements and provide evidence demonstrating that the proposed development will generate fewer employees than expected pursuant to the Mitigation Worksheet. Town Council shall have sole discretion to determine whether any exemption or reduction shall be applied based on the evidence presented on a case-by-case basis and without creating binding precedent for any future project.~~

BF. Deed Restriction. Any Workforce Housing Units constructed pursuant to this Section shall be required to enter into an ~~workforce housing restriction or agreement restricting~~ use, zoning and occupancy of the units with the Town, such as a Workforce Housing Restriction, that will constitute a covenant that runs in perpetuity as a burden thereon and shall be binding on the owner and on the heirs, personal representatives, assigns, lessees, licensees and any transferee of the owner.

1. The form and content of the ~~W~~workforce ~~H~~housing ~~R~~restriction or like agreement shall be reviewed and approved by ~~the~~ Town ~~by resolution and may be amended by resolution from time to time~~ Council and may be modified based on project-specific concerns at the discretion of Council.

~~2. Each lot or development that must provide workforce housing shall be subject to the workforce housing restriction in effect at the time of submitting a development or redevelopment application.~~

32. The ~~W~~workforce ~~H~~housing ~~R~~restriction or like agreement shall be executed and recorded prior to the issuance of any certificate of occupancy.

~~4. For workforce housing developed after the effective date of the CDC, the workforce housing restriction shall run with the property in perpetuity and shall not be lost in the event of foreclosure.~~

~~5. For workforce housing developed prior to the effective date of this CDC, the old duration of the workforce housing restriction and covenant ran for an initial period of fifty (50) years and, at the option of the Town Council or its designee, may be extended for an additional period of fifty (50) years after public hearing and comment on the proposed extension.~~

63. The Workforce Housing Restriction ~~and covenant~~ or like agreement shall be administered by the Town, or its designee, and shall be enforceable by any appropriate legal or equitable action including, but not limited to specific performance, injunction, abatement or eviction of noncomplying owners, users or occupants or such other remedies and penalties as may be provided by Colorado law or the ordinances of the Town.

EG. Density. Certain Lots ~~that~~ are required to construct and provide Workforce Housing Units concurrent with the free-market development allowed on a lot. ~~Such lots with workforce housing~~ are designated on the official land use and density allocation list.

1. Workforce Housing density assigned to a lot on the official land use and density allocation list or by an effective resolution shall be built concurrent with any free-market units on that lot, and workforce housing density cannot be transferred to the density bank or to another lot unless ~~the~~ Town Council determines, in its sole discretion, that the Workforce Housing density cannot be built on a site due to a practical hardship.

a. If ~~the~~ Town Council determines a practical hardship exists, the applicant shall be required to transfer the unbuilt Workforce Housing density to the density bank pursuant to the rezoning and density transfer processes.

b. The owner of Workforce Housing density shall be responsible for all dues, fees and any taxes associated with that density and zoning until such time as the density is transferred to a lot pursuant to the rezoning and density transfer process.

DH. Compliance with Comprehensive Plan. The Comprehensive Plan also identifies the need to provide Workforce Housing as a part of the development of certain parcels as shown in each subarea plan's development table. Such Workforce Housing shall be developed in accordance with the Comprehensive Plan policies and be subject to the Workforce Housing Restriction.

EI. Pre-existing Deed Restrictions. Lots that were developed prior to the effective date of the CDC ~~shall~~ bear subject to the ~~workforce housing deed~~ restriction in effect on the property unless ~~the~~ property owner elects to convert to a newer Workforce Housing Restriction.

1. Workforce Housing developed prior to the effective date of the CDC is subject to ~~an employee~~ Workforce Housing Restriction that has a provision that removes the deed restriction upon foreclosure by a Public Trustee in accordance with Section 16.01.120.

2. Even if the Workforce Housing Restriction is removed upon foreclosure, a rezoning is required to change the zoning designation from ~~an employee-Workforce H~~ousing designation to a free-market zoning designation.

3. During the review of any zoning amendment that involves a foreclosed Workforce Housing Unit that has a deed restriction that is effectively removed upon foreclosure, the Town shall determine if the Workforce Housing density assigned to the lot was a part of the original density in the Density Limitation or if such is considered Workforce Housing bonus density that was granted after the Town's incorporation. If it is Workforce Housing bonus density, ~~the~~ Town Council may, in its sole discretion, either deny a zoning amendment because the change to a free-

market unit would increase the Density Limitation, or require the applicant to transfer the needed density from the density bank or another lot prior to approving the ordinance approving the zoning amendment. Any denial of a rezoning in this situation shall allow the continuation of the employee Workforce Housing zoning designation as an unrestricted free-market unit since such is not encumbered by a deed restriction.

4. Free-market housing may only be allowed on active open space in the event that the employee Workforce Housing deed Restriction is terminated in the event of foreclosure by the holder of the promissory note secured by a first deed of trust (other private seller financing) on an Workforce Housing Unit and subject to the issuance of a public trustee's or sheriff's deed to the holder of the promissory note or governmental agency guaranteeing, insuring, or acquiring the promissory note from the holder.

a. In the event of the foreclosure of a Workforce Housing Unit located on a lot zoned as active open space, ~~the~~ Town Council shall not rezone such to a non-open space zone district and/or to another non-Workforce Housing zoning designation unless:

i. The applicant provides Replacement Open Space that is deed restricted in perpetuity; and,

ii. The applicant transfers density from the density bank for the unit to ensure the Density Limitation is not exceeded by the rezoning.

5. Workforce Housing Units pay half the tap fee of a free-market unit. ~~T~~therefore, any foreclosure action that results in a rezoning development application to a free-market condominium shall only be approved by the Town if the full tap fee is paid.



AFFORDABLE HOUSING MITIGATION CALCULATOR

INSTRUCTIONS

1. Input project details and size for relevant development type(s) in green boxes
2. Resultant required housing mitigation/fee-in-lieu can be found in yellow boxes (total) and blue boxes (by mitigation type)
(Note that blue boxes represent mitigation required if all requirement is mitigated using that method)
3. Enter amount of housing to be mitigated/fee to be paid by mitigation type in green boxes
4. Ensure total mitigation amount, accounting for all types, totals 100% of requirement

1. PROJECT & APPLICANT

Project Title	<input type="text"/>	Project Address	<input type="text"/>
Applicant Name	<input type="text"/>	Applicant Address	<input type="text"/>
Applicant Phone	<input type="text"/>	Applicant Email	<input type="text"/>
Date	<input type="text"/>		

Net floor area of commercial space proposed:	<input type="text"/>	sq. ft.
Number of hotel/accommodation units proposed:	<input type="text"/>	units
Number of free market multifamily residential units proposed:	<input type="text"/>	units
Number of free market single family residential units proposed:	<input type="text"/>	sq. ft.

2. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS

For commercial uses:

$$\boxed{0} \text{ net space increase (sq. ft.)} \times 2.00 \text{ employees / 1,000 sq.ft.} \times 400 \text{ sq.ft./employee} \times 40\% \text{ mitigation} = \boxed{0} \text{ sq. ft. employee housing}$$

For hotel and accommodation uses:

$$\boxed{0} \text{ number of lodging units} \times 0.50 \text{ employees / unit} \times 400 \text{ sq.ft./employee} \times 40\% \text{ mitigation} = \boxed{0} \text{ sq. ft. employee housing}$$

For multi-family residential and mixed-use residential uses:

$$\boxed{0} \text{ number of dwelling units} \times 0.19 \text{ employees / unit} \times 400 \text{ sq.ft./employee} \times 60\% \text{ mitigation} = \boxed{0} \text{ sq. ft. employee housing}$$

For single family residential uses:

$$\boxed{0} \text{ net space increase (sq. ft.)} \times 0.12 \text{ employees / 1,000 sq.ft.} \times 400 \text{ sq.ft./employee} \times 60\% \text{ mitigation} = \boxed{0} \text{ sq. ft. employee housing}$$

$$\text{TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT} = \boxed{0} \text{ sq. ft. employee housing}$$

Town of Mountain Village
Affordable Housing Mitigation Calculator

2. MITIGATION OPTIONS AND REQUIREMENTS

	Total Employee Housing Required			Net Required Mitigation
Units in Town				
Commercial:	0 sq. ft.	-30% discount		0 sq. ft.
Hotel and accommodation:	0 sq. ft.	-30% discount		0 sq. ft.
Multi-family residential and mixed-use residential:	0 sq. ft.	-30% discount		0 sq. ft.
Single family residential:	0 sq. ft.	-30% discount		0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	0 sq. ft.	-30% discount		0 sq. ft.
Units Out of Town				
Commercial:	0 sq. ft.	-15% discount		0 sq. ft.
Hotel and accommodation:	0 sq. ft.	-15% discount		0 sq. ft.
Multi-family residential and mixed-use residential:	0 sq. ft.	-15% discount		0 sq. ft.
Single family residential:	0 sq. ft.	-15% discount		0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	0 sq. ft.	-15% discount		0 sq. ft.
Fee in Lieu				
For commercial uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
For hotel and accommodation uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
For multi-family residential and mixed-use residential uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
For single family residential uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0

3. PROPOSED METHODS OF MEETING AFFORDABLE HOUSING MINIMUM REQUIREMENTS

Fill in all that apply:			% of Requirement	Remainder to reach 100%
To be constructed within the Town of Mountain Village	[]	sq. ft.	0%	0 sq. ft.
To be constructed within the Region	[]	sq. ft.	0%	0 sq. ft.
Fees in Lieu to be paid	[]		0%	\$0
4. Mitigation Requirement Met			0%	



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

TO: Mountain Village Town Council
FROM: John Miller, Principal Planner
FOR: Regular Town Council Meeting of May 19, 2022
DATE: May 9, 2022
RE: First reading of an Ordinance amending the Mountain Village Municipal Code, Creating Chapter 2.18: Public Art Commission, and Amending Sections 17.5.12: Lighting Regulations, 17.5.14: Public and Private Art and Chapter 17.8: Definitions

PART I. Overview

The Town has proposed to amend the municipal code to create Chapter 2.18: Public Art Commission. This amendment would establish a Public Art Commission to review art proposals located in a plaza area, right-of-way, or other public space where the art is intended to be enjoyed by residents and visitors the Mountain Village. Because Public and Private Art are currently regulated by the Community Development Code (CDC), this proposal would also require portions of the CDC to also be modified to align with the new Public Art Commission provisions.

With the success of The Cabins at Mountain Village, the Town's Business Development Advisory Committee (BDAC) recognizes the positive economic impact of public art. Through a recommendation of the BDAC committee, a Public Arts Commission will streamline the process of public art approvals and encourage applications.

PART II. Proposed Amendment Discussion

The following formatting styles are used for the proposed code language:
Regular Text = Existing code language to remain
Underline = Proposed new language
~~Strikethrough~~ = Language proposed for removal

(*******) = Portion of existing code removed to shorten length of report

Proposed Amendment 1: Amending Title 2 of the Municipal Code to create Chapter 2.18: Public Art Commission

Title 2 Administration and Personnel

2.18 Public Art Commission

2.18.10 Established

The Public Art Commission (PAC) is hereby established to review the placement of public art in plaza areas, right-of-way, or other public spaces

2.18.20 Membership

The Public Art Commission shall consist of five (5) regular members who shall be appointed by the Town Council. At least three (3) regular members shall be qualified electors of the Town and, at the time of his or her appointment, each shall have been a resident of the Town for at least six (6) months. Of the five (5) regular members, one (1) member shall be from the Town Staff, one (1) member shall be from the Town Council; two (2) members shall be an artist or arts professional; and one (1) member shall be from the public at large.

2.18.30 Terms – Vacancies

The PAC shall be appointed by the Town Council and shall hold office at its pleasure. Terms shall be for two (2) years. Any member may be removed with or without cause by a majority vote of the Town Council. Any vacancy shall be filled by the Town Council.

2.18.40 Organization and Meetings

- A. The members of the Public Art Commission shall elect from its regular membership a Chairperson, whose term of office in such capacity shall be for one (1) year with eligibility for reelection. The Public Art Commission shall adopt rules for its organization and for the transaction of business. Such business shall not conflict with the ordinances of the Town or applicable laws of the State.
- B. All meetings shall be open to the public, and the Public Art Commission shall keep a public record of its proceedings. Meetings shall be held as needed.

2.18.50 Powers and Duties

The following powers and duties of the Public Art Commission shall include, but not be limited to, the following:

- A. To review and make decisions on request for public art on Town Plazas, rights-of-way, parks, or other public space where the art is intended to be enjoyed by residents and visitors of the Mountain Village.
- B. To develop, maintain, and oversee a policy and review criteria for the display of arts on Town-owned properties and other public spaces.

2.18.60 Definition of Public Art

Public art shall be defined as a temporary, noncommercial expression of creative skill or imagination in a visual form, in any media. Public art shall be planned and executed with the intention of being staged on public property, plaza areas, sidewalks, streets, or in other areas outside and accessible to all. Public art does not include commercial speech and signs are not included within this definition and are otherwise regulated by Section 17.5.13 and defined in Section 17.8 of the Community Development Code.

Certain standards are included in the definition for the purpose of preventing distraction to vehicular and pedestrian traffic and providing certain reasonable safeguards that will protect the quiet enjoyment of adjacent property or property from which such expression is visible. Those standards are as follows:

- A. The size and manner of the expression do not negatively affect the safe and efficient flow of pedestrian and/or vehicular traffic; restrict ingress and egress to any structure; interfere with the operations of neighboring businesses; or prevent the quiet enjoyment of adjacent property or property from which such expression is visible; and
- B. The expression does not negatively affect public health, safety, or welfare, nor does it create a public nuisance; and
- C. The expression is not generally accepted as a seasonal or holiday display, political campaign advertisement, yard ornament, furniture, or mass-produced statuary or decoration.

2.18.70 Exemption from Design Review

In that public art, as applied for and granted under the terms of this article, is to be transitory and temporary in nature, the architectural, design regulations as set forth or incorporated into Title 17, Community Development Code, shall not be applied or controlling in the evaluation, approval or denial of public art, and applications as submitted under this Chapter shall be exempt from the review and jurisdiction Design Review Board.

Proposed Amendment 2: Amending Title 17 of the Municipal Code, Section 17.5.12:Lighting Regulations

(***)

B. *Exterior Lighting Permittable with Review.* The basic guideline for exterior lighting is for it to be subdued, understated and indirect to minimize the negative impacts to surrounding lots and public rights-of-way. The location of exterior lighting that meets the requirements of this section shall only be allowed at:

1. Buildings where Building Codes require building ingress and egress doors;
2. Pedestrian walkways or stairs;

3. Plaza areas and other public areas where lighting is required;
4. Surface parking lots;
5. Signs;
6. Address identification or address monuments;
7. Flags;
- ~~8. Public art;~~
9. 8. Driveways;
- ~~10. 9.~~ Streetlights; and
11. 10. Swimming pools, spas and water features.

(***)

E. *Exemptions.* The following types of exterior lighting shall be exempt from the Lighting Regulations:

(***)

9. Lighting associated with Temporary Public Art as defined in Chapter 2.18 of the Municipal Code.

Proposed Amendment 3: Amending Title 17 of the Municipal Code, Section 17.5.14: Public and Private Art

17.5.14 Private and ~~Public~~ Art.

A. *Private Art.*

(***)

~~B. *Public Art.*~~

~~1. Public art may be located on a lot provided:~~

- ~~a. A class 3 development application is submitted and approved by the DRB; and~~
- ~~b. The DRB finds the public art meets the art criteria for decision.~~

~~2. *Art Criteria for Decision.*~~

~~a. The following criteria shall be met for the review authority to approve public art:~~

~~i. The proposed public art is appropriate and fits within the high alpine mountain context and contributes towards achieving the Town design theme;~~

~~ii. The proposed public art has an appropriate scale with the surrounding development;~~

~~iii. The proposed public art is appropriate for public viewing;~~

~~iv. The proposed public art is constructed of high quality, durable materials that will withstand the high alpine environment; and~~

~~v. The proposed public art meets all applicable Town regulations and standards.~~

~~b. It shall be the burden of the applicant to demonstrate that submittal material and the proposed public art complies with the criteria for decision.~~

Proposed Amendment 4: Amending Title 17 of the Municipal Code, Section 17.8.1: Definitions

(***)

~~*Art, Public.* Art that is proposed to be located in a plaza area, right-of-way or other public space where the art is intended to be enjoyed by residents and visitors.~~

PART IV. Findings and Recommended Motion

Design Review Board Recommendations: The Design Review Board reviewed the proposed amendments at their regular meeting on May 5, 2022, and provided a unanimous recommendation on the proposal, with no requested modifications.

Staff Recommendation: Town Council should discuss if they are in agreement with the DRB's recommendation of approval of the proposed Municipal Code changes that would create Chapter 2:18 establishing a Mountain Village Public Art Committee. If the Town Council is in agreement, then Staff recommends Town Council approval of the proposed amendments with the following proposed motion:

Proposed Motion:

I move to approve, the first reading of an ordinance amending the Mountain Village Municipal Code, Creating Chapter 2.18: Public Art Commission, and Amending Sections 17.5.12: Lighting Regulations, 17.5.14: Public and Private Art and Chapter 17.8: Definitions; and direct the Town Clerk to set a public hearing for June 16, 2022.

ORDINANCE NO. 2022-XXXX-_____

AN ORDINANCE AMENDING THE MOUNTAIN VILLAGE MUNICIPAL CODE, CREATING CHAPTER 2.18: PUBLIC ART COMMISSION, AND AMENDING SECTIONS 17.5.12: LIGHTING REGULATIONS, SECTION 17.5.14: PUBLIC AND PRIVATE ART, AND CHAPTER 17.8: DEFINITIONS TO ACCOMPLISH THE FOREGOING.

RECITALS

- A. The Town of Mountain Village (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado (the “Constitution”) and the Home Rule Charter of the Town (the “Charter”).
- B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof.
- C. The Town Council may amend the Municipal Code from time to time due to changing circumstances or for general housekeeping purposes. Such an update of the Municipal Code has become necessary to allow for the creation of a Mountain Village Public Art Committee.

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

Section 1. Amendment of the Municipal Code

- A. The Town of Mountain Village Municipal Code, Title 2: Administration and Personnel is hereby amended in order to create Chapter 2.18: Public Art Commission as set forth in Exhibit A which is attached hereto and incorporated herein.
- B. The Town of Mountain Village Community Development Code, Title 17 is hereby amended and replaced as set forth in Exhibit A which is attached hereto and incorporated herein.
- C. The Planning Division is directed to codify the amendments in Exhibit A into the CDC.
- D. The Planning Division may correct typographical and formatting errors in the amendments or the adopted CDC.

Section 2. Ordinance Effect

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

Section 3. Severability

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

Section 4. Effective Date

85 Ordinance shall become effective on _____ XX, 2022

Section 5. Public Hearing

A public hearing on this Ordinance was held on the xxth day of _____ 2022 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the xxth day of _____, 2022

TOWN OF MOUNTAIN VILLAGE:

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

ATTEST:

By: _____
Laila Benitez, Mayor

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this XXth day of _____, 2022.

TOWN OF MOUNTAIN VILLAGE:

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

ATTEST:

By: _____
Laila Benitez, Mayor

Susan Johnston, Town Clerk

Approved As To Form:

David H. McConaughy, 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 _____, 2022, 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				
Patrick Berry				
Peter Duprey				
Jack Gilbride				
Marti Prohaska				
Harvey Mogenson				

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 _____, 2022 in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

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

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

The following formatting styles are used for the amended code language:

Regular Text = Existing code language to remain

Underline = Proposed new language

~~Strikethrough~~ = Language proposed for removal

(~~***~~) = Portion of existing code removed to shorten length of report

Amendment 1: Amending Title 2 of the Municipal Code to create Chapter 2.18: Public Art Commission

Title 2 Administration and Personnel

2.18 Public Art Commission

2.18.10 Established

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- A. The members of the Public Art Commission shall elect from its regular membership a Chairperson, whose term of office in such capacity shall be for one (1) year with eligibility for reelection. The Public Art Commission shall adopt rules for its organization and for the transaction of business. Such business shall not conflict with the ordinances of the Town or applicable laws of the State.

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- B. To develop, maintain, and oversee a policy and review criteria for the display of arts on Town-owned properties and other public spaces.

2.18.60 Definition of Public Art

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Certain standards are included in the definition for the purpose of preventing distraction to vehicular and pedestrian traffic and providing certain reasonable safeguards that will protect the quiet enjoyment of adjacent property or property from which such expression is visible. Those standards are as follows:

- A. The size and manner of the expression do not negatively affect the safe and efficient flow of pedestrian and/or vehicular traffic; restrict ingress and egress to any structure; interfere with the operations of neighboring businesses; or prevent the quiet enjoyment of adjacent property or property from which such expression is visible; and
- B. The expression does not negatively affect public health, safety, or welfare, nor does it create a public nuisance; and
- C. The expression is not generally accepted as a seasonal or holiday display, political campaign advertisement, yard ornament, furniture, or mass-produced statuary or decoration.

2.18.70 Exemption from Design Review

In that public art, as applied for and granted under the terms of this article, is to be transitory and temporary in nature, the architectural, design regulations as set forth or incorporated into Title 17, Community Development Code, shall not be applied or controlling in the evaluation, approval or denial of public art, and applications as submitted under this Chapter shall be exempt from the review

and jurisdiction Design Review Board.

Amendment 2: Amending Title 17 of the Municipal Code, Section 17.5.12:Lighting Regulations
(***)

B. *Exterior Lighting Permittable with Review.* The basic guideline for exterior lighting is for it to be subdued, understated and indirect to minimize the negative impacts to surrounding lots and public rights-of-way. The location of exterior lighting that meets the requirements of this section shall only be allowed at:

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5. Signs;
6. Address identification or address monuments;
7. Flags;
- ~~8. Public art;~~
9. 8. Driveways;
- ~~10. 9.~~ Streetlights; and
- ~~11. 10.~~ Swimming pools, spas and water features.

(***)

E. *Exemptions.* The following types of exterior lighting shall be exempt from the Lighting Regulations:

(***)

9. Lighting associated with Temporary Public Art as defined in Chapter 2.18 of the Municipal Code.

Amendment 3: Amending Title 17 of the Municipal Code, Section 17.5.14: Public and Private Art

17.5.14 Private and Public Art.

A. *Private Art.*

(***)

~~B. *Public Art.*~~

~~1. Public art may be located on a lot provided:~~

~~a. A class 3 development application is submitted and approved by the DRB; and~~

~~b. The DRB finds the public art meets the art criteria for decision.~~

~~2. *Art Criteria for Decision.*~~

~~a. The following criteria shall be met for the review authority to approve public art:~~

~~i. The proposed public art is appropriate and fits within the high alpine mountain context and contributes towards achieving the Town design theme;~~

~~ii. The proposed public art has an appropriate scale with the surrounding development;~~

~~iii. The proposed public art is appropriate for public viewing;~~

~~iv. The proposed public art is constructed of high quality, durable materials that will withstand the high alpine environment; and~~

~~v. The proposed public art meets all applicable Town regulations and standards.~~

~~b. It shall be the burden of the applicant to demonstrate that submittal material and the proposed public art complies with the criteria for decision.~~

Amendment 4: Amending Title 17 of the Municipal Code, Section 17.8.1: Definitions

(***)

~~*Art, Public.* Art that is proposed to be located in a plaza area, right-of-way or other public space where the art is intended to be enjoyed by residents and visitors.~~



AGENDA ITEM #12
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council
FROM: John Miller, Principal Planner
FOR: Town Council Meeting of May 17, 2022
DATE: May 9, 2022
RE: Minor Subdivision – General Easement Vacation and Adjustment; Lots 166AR2-7

Application Overview: Minor Subdivision, Lot 166AR2-7

Property Location:

6 Stonegate Drive

Property Owner:

Steven Rosenberg

Applicant/Agent:

Chris Hawkins, Alpine Planning

Zoning:

Single Family Residential

Lot Sizes:

0.351 acres

Existing Uses:

Single Family Residential / Vacant

Figure 1: Vicinity Map



ATTACHMENTS

- Exhibit A: Applicant's Narrative
- Exhibit B: Revised Narrative, Salt Architecture
- Exhibit C: Existing Conditions
- Exhibit D: Proposed Replat - 11-22-2021
- Exhibit E: Resolution

Legal Description

LOT 166AR2-7, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE REPLAT OF LOT 166-AR, OSP-51 AND OS-166 TO LOTS 166AR2-1 THRU 166AR2-15, PARCEL A, OSP-51A, OSP-51RB AND OS-166R RECORDED APRIL 4, 2003 IN PLAT BOOK 1 AT PAGE 3116, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Case Summary

Chris Hawkins of Alpine Planning (Applicant), acting on behalf of Steven Rosenberg (Owner), has requested approval of a Minor Subdivision to vacate the eastern General Easement (GE) on Lot 166AR2-7 and to re-establish a 16-foot GE to replace the existing 30-foot GE. Lot 166AR2-7 is approximately 0.35 acres, located within the Stonegate neighborhood, and is zoned Single-family but is vacant. The Design Review Board approved the design of this home unanimously on December 2, 2022, and it should be noted that Town Staff received no letters in opposition to the project from the neighbors within the public notification area. This Minor Subdivision request was heard by Town Council on March 17, 2022, and at that meeting Council requested additional information related to the history of the staggered easements to better understand the impacts that may arise from the reduction in the GE. Accordingly, the applicant has provided a letter from Dylan Henderson of Salt Architecture and an email from the original Stonegate Subdivider Randy Edwards, discussing the rationale behind the staggered GE as requested.

General Easement (GE):

This request would modify the eastern GE of Lot 166AR2-7, reducing it in size from 30 feet to 16 feet. The Owner of Lot 166AR2-7 received Design Review Board approval for a new home, and as part of that process the DRB required conditions of approval related to a proposed rear staircase that encroached into the subject rear GE.

DRB Condition of Approval #10: Prior to building permit issuance, applicant will either have completed Town processes to replat the lot minimizing the North setback to avoid the stair encroachment or will provide a revised design that eliminates the encroachment within the currently existing setback area.

As such, in order to proceed with the approved DRB design, the applicant has submitted this Minor Subdivision Application that would modify the GE as conditioned by the DRB. Failure to obtain approval of the setback modification would require the property owner to revise their architectural drawings accordingly. As mentioned above in the Case Summary, the applicant and other owner representatives have provided a letter from the original developer/subdivider of the Stonegate neighborhood, Randy Edwards, discussing the rationale behind the staggering setbacks. Mr. Edwards provided this quote via email and attached to this memo.

“the only reason that we chose to make the Lot 7 building setback deeper was to “stagger” the houses along there. And because Lot 7 was deeper than the other lots along there, we thought it was appropriate to make that setback larger.”

Additionally, the applicant has provided revised narrative materials addressing both this email from Mr. Edwards along with reasoning as to why they believe the 30-foot GE is no longer necessary and how the Lot would be better served with the standard town 16-foot GE - which has also been provided in the packet materials.

Staff Analysis: Staff has reviewed the supplemental materials provided by the applicant in an attempt to better understand the rationale behind the staggering of the GEs within the Stonegate Subdivision. Although the public records and meeting minutes that are on file from the early 2000's are limited and do not discuss the specific rationale behind this decision, there are certain elements of the process that when paired with the explanation from the developer above do align with the narrative provided by the applicant.

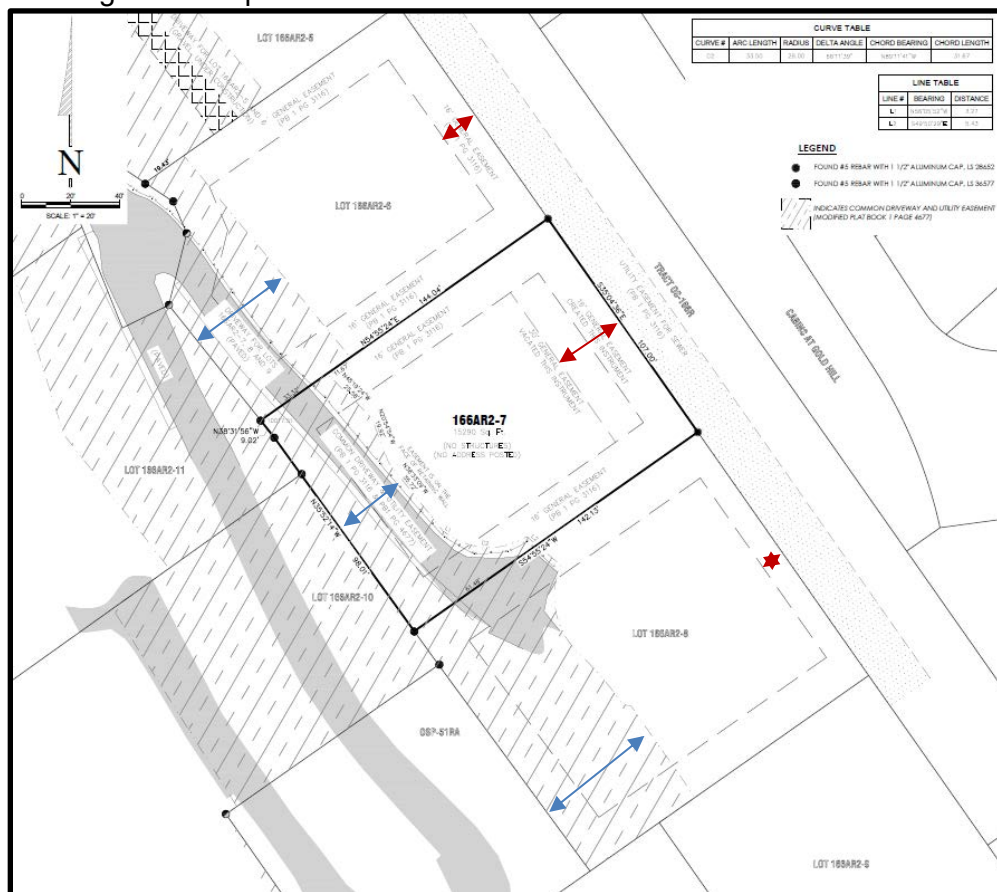
For example, the Stonegate Subdivision was created in the early 2000's. At this time, the property was a multi-family zoned parcel that was slated to be developed as condominiums. The developer

at that time requested to down zone the property from Multi-family to Single-family, and as such subsequently proposed a replat consisting of Lots 166-AR, OSP-51, and OS-166 in which the larger Lot 166AR and associated open space parcels were replatted into the referenced single-family subdivision. It should be noted that prior to this subdivision, the GE for Lot 166-AR was limited to a 16-foot perimeter surrounding the Lot.

As part of the subdivision process, the developer was required to demonstrate locations for future access and utilities and as such, encumbered portions of each lot with these common driveway and utility easements shown in Figure 2. Although Figure 2 is limited to Lots 6-8, these easements exist on the majority of the Stonegate Lots. Based on his written statement that was provided by the applicant, it appears that the relationship between the driveway/utility easements and GEs drove the platting of differing sized GEs.

As you can see from the below image, there appears to be an inverse correlation between the rear GE width, and the common driveway and utility easement width – whereas lots with smaller GE's typically have more area encumbered at the front lot line by the common driveway and utility easement. This is true for the majority of the Lots in Stonegate, as they follow a similar inverse relationship between the GE sizing and the driveway/utility easement sizing.

Figure 2: Proposed Plat



Applicable Regulation and Standard Analysis: The applicable law cited may not be exhaustive or all-inclusive. The applicant is required to follow all applicable laws even if an applicable section of the CDC is not cited. *Please note that Staff comments will be indicated by Italicized Text*

CDC 17.4.13: Subdivision Regulations
(***)

CDC 17.4.13(D): Review Process
(***)

17.4.13(D)(2): Minor Subdivisions. Minor subdivisions shall be processed as class 5 applications.
(***)

CDC 17.4.13(E): Criteria for Decision
(***)

17.4.13(E)(2): Minor Subdivisions

Minor Subdivisions. The following criteria shall be met for the review authority to approve a lot line vacation, lot line adjustment, easement vacation, or similar subdivision:

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

Staff Note: The criteria above must be met for the Town Council to approve this Minor Subdivision request. Staff believes that this application is meeting the requirements and criteria of the CDC listed above. The applicant has proposed to reestablish a new GE in alignment with neighboring properties, which would allow the use of that GE to continue into the future as necessary. The lot would not change in dimensions and would otherwise continue to conform with both the CDC requirements as town standards and codes. Staff finds this request to meet the criteria listed above.

CDC 17.4.14 (F): Subdivision Design Standards and General Standards
(***)

Staff Note: The proposed replat meets all the applicable subdivision design standards and general standards including but not limited to the following:

- *Minimum Frontage*
- *Vehicular Access and Utility Access*
- *Minimum Lot Size*
- *Solar access*
- *Design of Lots*

Staff Analysis and Recommended Findings:

1. The development is compatible with uses in the general vicinity and the development is harmoniously integrated with its surroundings.
2. This project does not appear to affect the health, safety, and welfare of the Town.
3. All utilities for the proposed development are proximate to the site.
4. The preliminary site plan meets the requirements of the Community Development Code.

Staff Recommendation: The application appears to meet the minimum standards outlined within the CDC for a Class 5 Minor Subdivision approval. If the Town Council deems this application to be appropriate for approval, Staff requests said approval condition the items listed below in the suggested motion.

Proposed Motion:

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

“I move to approve a Resolution for a minor subdivision of Lot 166AR2-7, 6 Stonegate Dr. based on the evidence provided in the staff record of memo dated May 9, 2022, and the findings of this meeting, with the following conditions:

1. *The Owner shall submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval and shall reimburse the Town for outside consultant fees incurred in connection with the Application.*
2. *Staff will review the “General Easement Modification Plat” to verify consistency with CDC Sections 17.4.13.N. Plat Standards along with verifying all Plat Notes, Property Descriptions, and Owner's Certificates, and provide redline comments to the Owner, which comments shall be addressed by Owner to the satisfaction of Town Staff before the execution and recording of the final mylar.*
3. *Staff has the authority to provide ministerial and conforming comments on the mylar before recordation.*
4. *The Owner of the Property and any future owners of the Property shall be required to work with Telluride Ski and Golf as well as the Town of Mountain Village prior to the development of any ski access.”*
5. *The subdivision approval length of validity is valid for 18 months from the date of Town Council Approval.*

6. *Prior to a building permit, the subdivision plat must be recorded with the San Miguel County Assessor's office*

/jjm

Lot 166AR2-7 Minor Subdivision



Project Overview

Steven Rosenberg (“Owner”) is the owner of the Lot 166AR2-7, Stonegate Subdivision (“Property”). The Owner proposes to vacate and adjust a 14-foot portion of the 30-foot General Easement on the eastern side of the Property and establish a normal 16-foot General Easement. The Owner is seeking this GE vacation and adjustment so that the Property has the same 16-foot General Easement as found on Lot 166AR2-6 and Lot 166AR2-8 that are located on to the north and south of the Property. This allows for the Property to have the same General Easement encumbrance as the two adjoining lots and like most other lots in Mountain Village. The Owner’s current pending Design Review Process plans show only stairs in the current 30-foot General Easement. Figure 1 provides a map of the vicinity while Figure 2 shows the current DRB site plan.

Minor Subdivision

Community Development Code Section 7.4.13(E)(2) establishes the following Criteria for Decision for Minor Subdivisions, with our compliance comments shown in blue text:

- a. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations. **There is no change to the platted lot configuration of the Property. The Property provides the CDC and normal required 16-foot General Easement along the eastern Property Line.**
- b. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan. **The Community Plan envisions the development of the Property with single-family land uses. The single-family development of the lot will be in accordance with the applicable requirements of the CDC that will ensure environmental resources are protected.**
- 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. **The General Easement vacation and adjustment does not impact subdivision access.**
- 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. **We do not believe there are any Town utilities in the General Easement. There are no trails in the General Easement. The General Easement may therefore be vacated and adjusted to a normal 16-foot General Easement.**
- e. The proposed subdivision meets all applicable Town regulations and standards. **The Minor Subdivision plat meets all applicable requirements of the CDC. The development of the Property pursuant to the CDC Design Review Process and Building Regulations will ensure compliance with all applicable Town regulations and standards.**



Figure 1. Vicinity Map

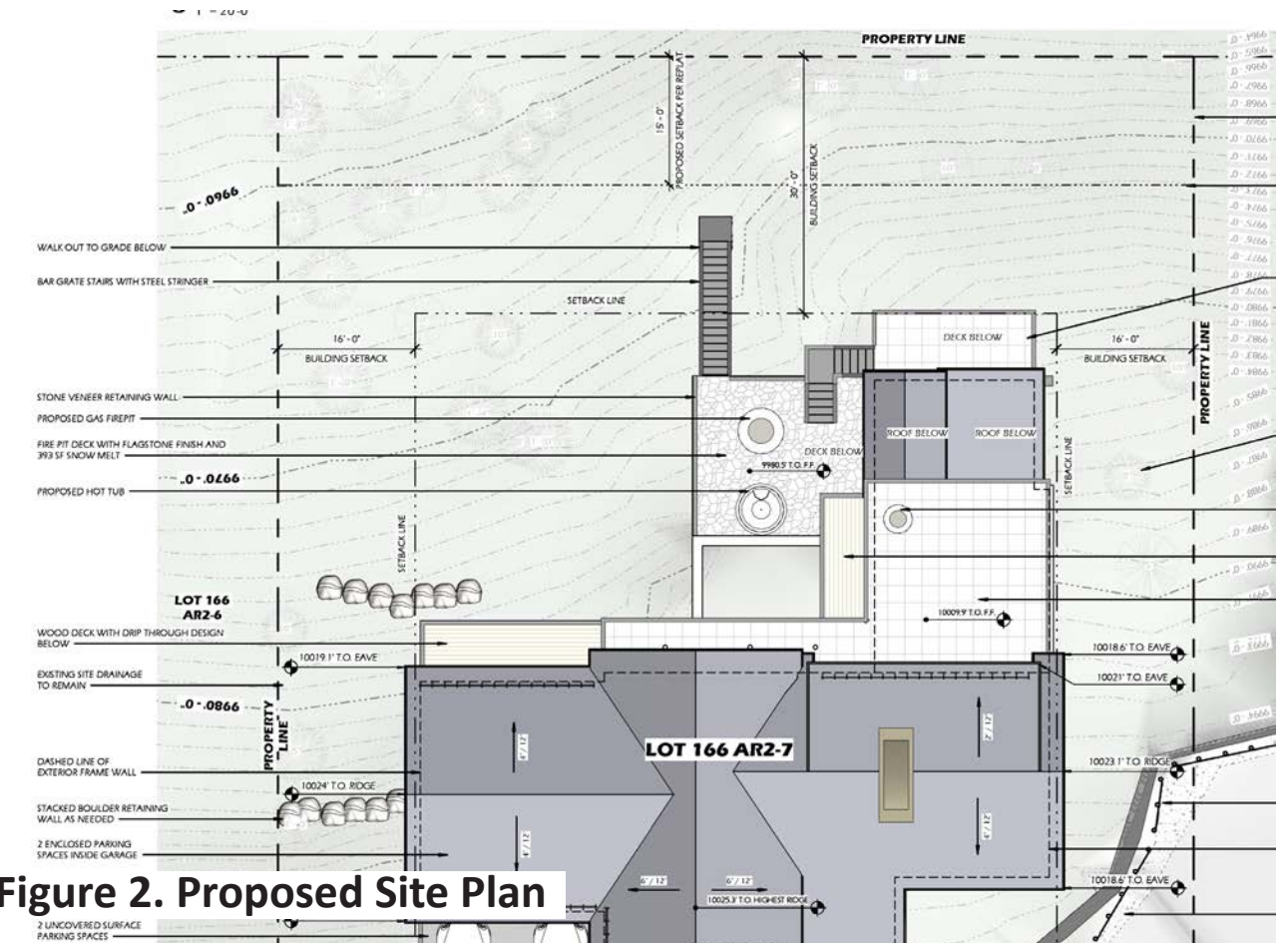



Figure 2. Proposed Site Plan



To: TMOV Planning Staff
Date: 4/15/2022

To whom it may concern,

This letter is to address the rear setback change we are requesting on Lot 7 Stonegate. I have had conversations with the original developer, Randy Edwards and attached his reply here for your reference. Per Randy's comments the original intent was an attempt at the staggering of the lots. However, based on the steep topography and the natural staggering of the building sites due to the existing road placement it was determined that this staggering was not necessary and not carried through the balance of the sub-division.

Notably the following eliminates the need for a varied setback line:

- The natural angle of the subdivision to the view corridor allows for clean views from each lot with equal rear yard setback lines.
- The building limitations with existing setbacks and road location on the South and side of lot dictate a natural staggering of the building massing.
- Lot 8 easement extends down further than we are requesting in plan view.
- We are only requesting to be equal with lot 6 to the West of our lot.
- The proposed design has received final design approval with no comments from the public and remains unchanged.

Based on the original intent of the developer and the natural staggering of the buildings I feel that we are accomplishing the desired affect. We would like to request an equal setback line to our neighboring lots and the balance of the lots in the subdivision.

Please let me know if you have any questions.

Thanks, Dylan Henderson



www.saltarchitect.com
805-729-4276
970.708.4795
CO Lic#: ARC.0402941

From: Randy Edwards <re@robuscompany.com>
Sent: Wednesday, April 13, 2022 10:32 AM
To: dylan@saltarchitect.com
Subject: Stonegate - Lot 7

Hey Dylan

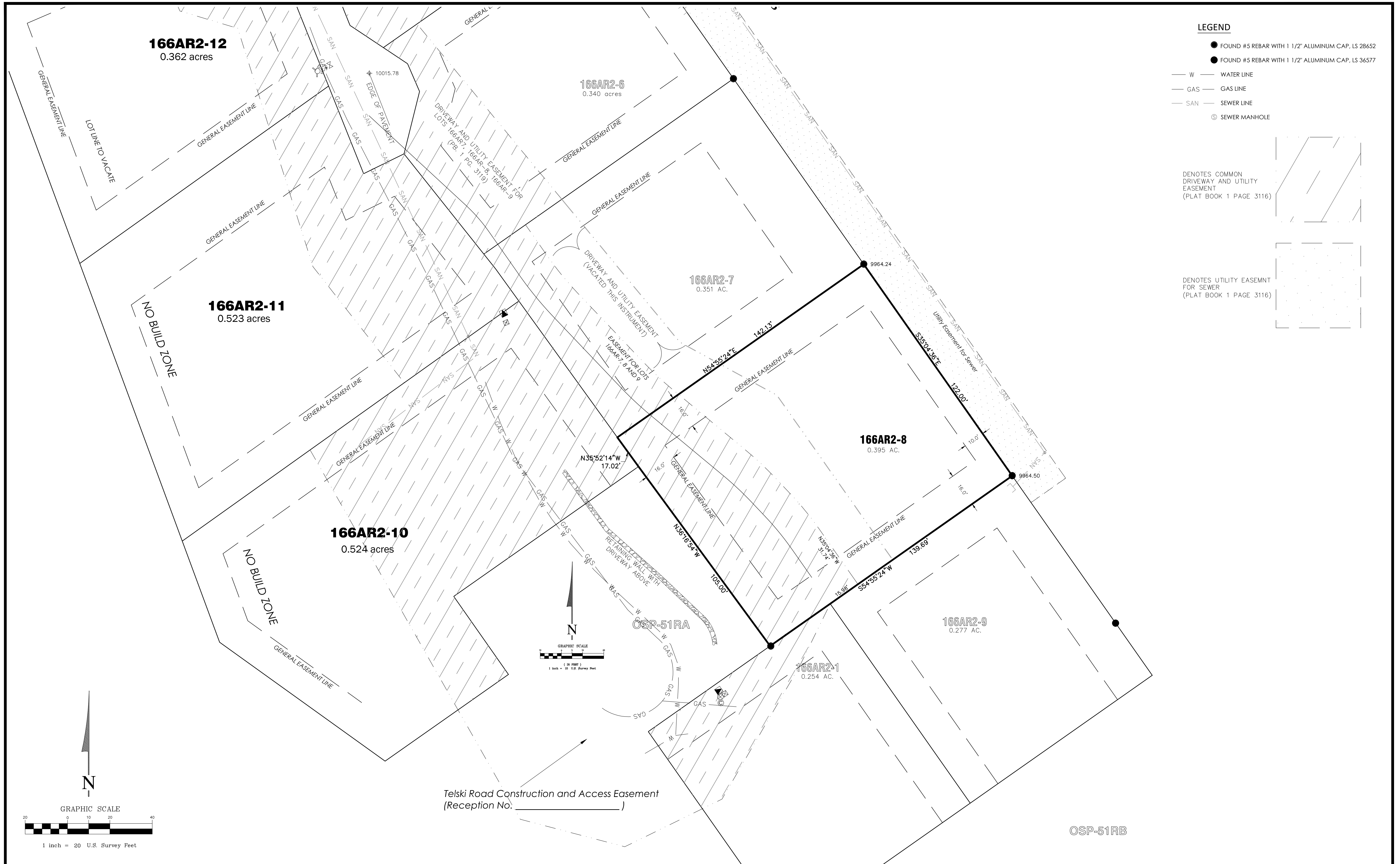
Great to catch up with you. As we discussed today, the only reason that we chose to make the Lot 7 building setback deeper was to “stagger” the houses along there. And because Lot 7 was deeper than the other lots along there, we thought it was appropriate to make that setback larger.

Please let me know if you have any further questions.

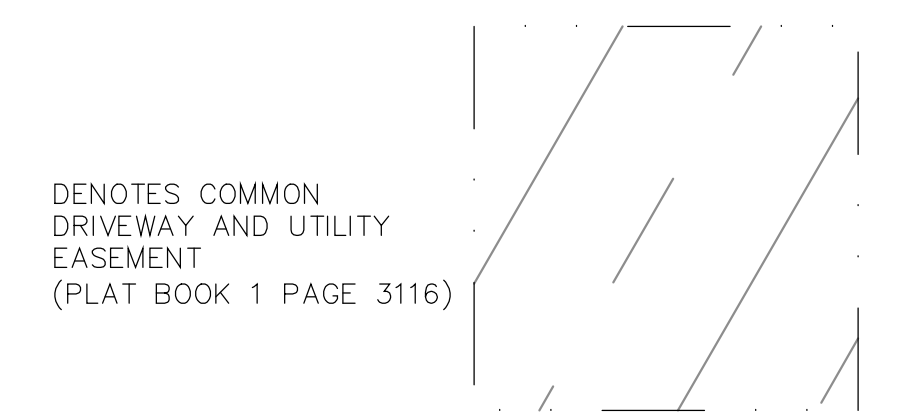
Kind regards,
Randy

Randy Edwards
Robus Development
Principal
214.914.9920





- LEGEND**
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 28652
 - FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 36577
 - W — WATER LINE
 - GAS — GAS LINE
 - SAN — SEWER LINE
 - ⊙ SEWER MANHOLE



166AR2-12
0.362 acres

166AR2-6
0.340 acres

166AR2-11
0.523 acres

166AR2-7
0.351 AC.

166AR2-10
0.524 acres

166AR2-8
0.395 AC.

166AR2-9
0.277 AC.

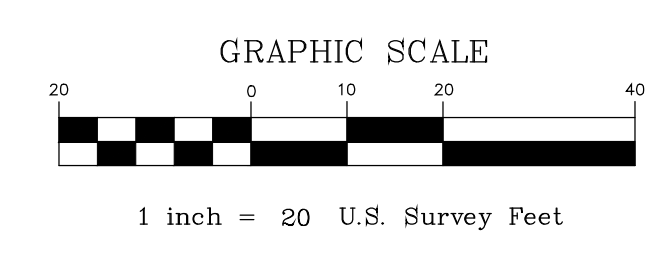
166AR2-1
0.254 AC.

NO BUILD ZONE

NO BUILD ZONE

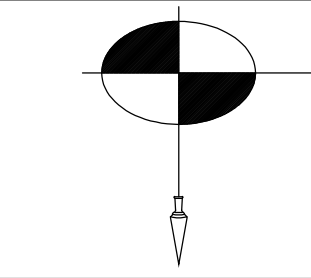
Telski Road Construction and Access Easement
(Reception No. _____)

OSP-51RB



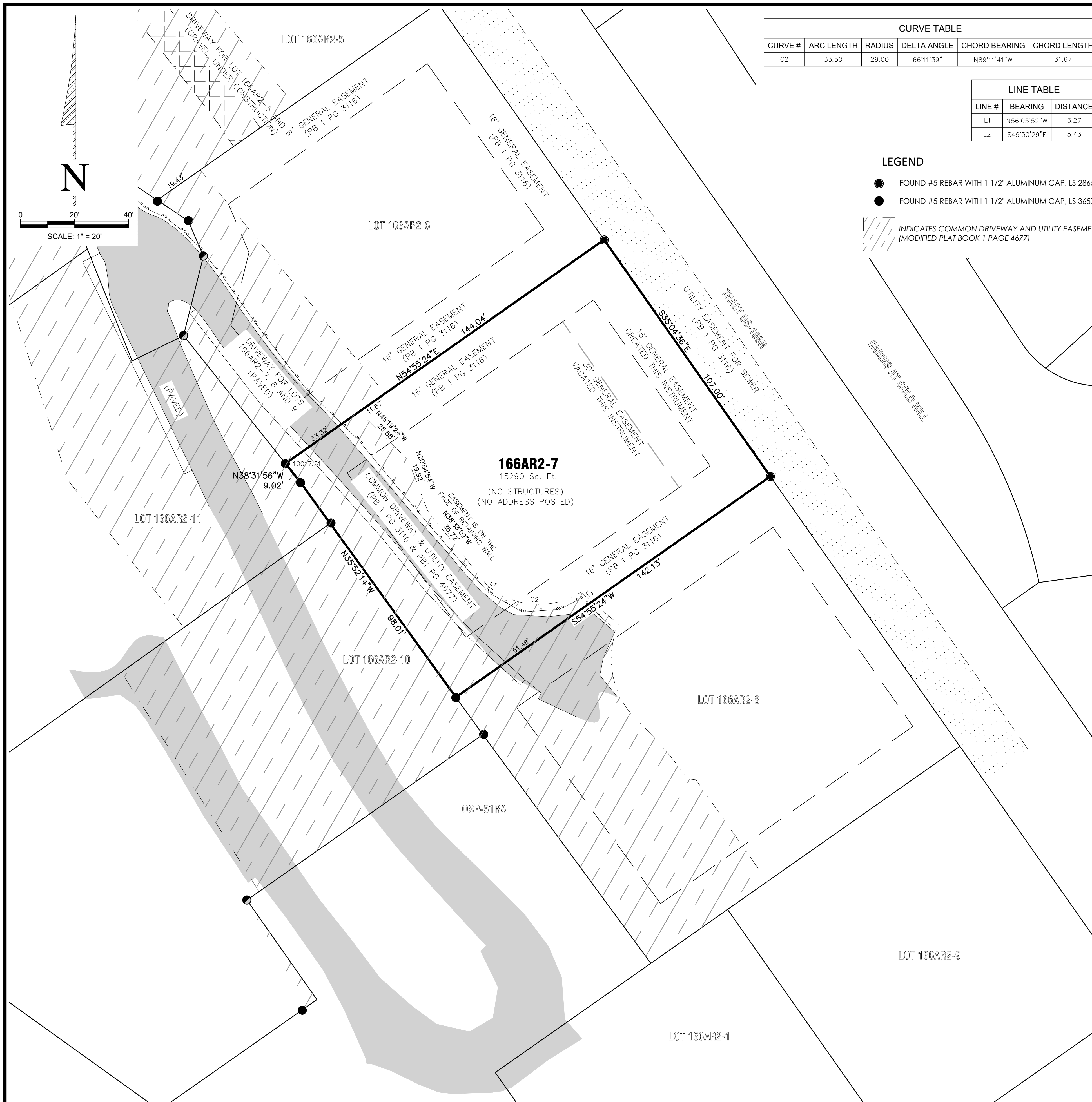
**LOT 166AR2-6, 166AR2-7, AND 166AR2-8,
UTILITY AND DRIVEWAY EASEMENT MODIFICATION**

LOCATED WITHIN SECTIONS 3 AND 10,
TOWNSHIP 42 NORTH, RANGE 9 WEST, N.M.P.M.
TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL,
STATE OF COLORADO



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

DATE:	04/09/2014
JOB:	02005
DRAWN BY:	CRK
CHECKED BY:	SDH
REVISION DATES:	04/30/14
SHEET:	1 OF 1



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	33.50	29.00	66°11'39"	N89°11'41"W	31.67

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N56°05'52"W	3.27
L2	S49°50'29"E	5.43

LEGEND

- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 28652
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 36577
- ▨ INDICATES COMMON DRIVEWAY AND UTILITY EASEMENT (MODIFIED PLAT BOOK 1 PAGE 4677)

NOTICE:

According to Colorado Law, you must commence any legal action based upon any defect in this Map Amendment, 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.

BASIS OF BEARINGS:

The Basis of Bearings for this EASEMENT MODIFICATION FOR LOT 166AR2-7, TELLURIDE MOUNTAIN VILLAGE was derived from the southwesterly line of THE CABINS AT GOLD HILL, according to the plat Recorded in Plat Book 1 at page 2228. Said line also being a portion of the easterly boundary of OS-166 and having a bearing of **N 35°04'36" W**.

NOTES:

1. Easement research from Land Title Guarantee Company, Commitment No. TLR860011130, Effective Date 01/26/2021 at 05:00 PM.
2. Proposed Common Driveways depicted and labeled hereon as the Driveway Easement Line are either 16 feet in width (8' on each side of centerline), or 12 feet in width (6' on each side of centerline) as shown and are proposed based upon preliminary engineering studies.

NOTES OF CLARIFICATION

- a. The Configuration of the following General Easement have been modified by this Map Amendment:
Lot 166AR2-7, TELLURIDE MOUNTAIN VILLAGE
- b. The following lots have been created by this Map Amendment:
None
- c. The following lots have been deleted by this Map Amendment:
None

PROPERTY DESCRIPTION

Lot 166-AR2-7, Telluride Mountain Village, according to the Replat of Lot 166-AR, OSP-51 and OS-166 to Lots 166-AR2-1 thru 166AR2-15, Parcel A, OSP-51A, OSP-51B and OS-166R recorded April 4, 2003 in Plat Book 1 at page 3116.

County of San Miguel,
State of Colorado

LAND SURVEYOR'S CERTIFICATE:

I, Christopher R. Kennedy, of San Juan Surveying being a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that this EASEMENT MODIFICATION FOR LOT 166AR2-7, TELLURIDE MOUNTAIN VILLAGE shown hereon has been prepared under my direct responsibility and checking and accurately represents a survey conducted under my direct supervision. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief. I further certify that all monuments and markers were set as required by the Town of Mountain Village Community Development Code Articles 50 and 51 of Title 38, C.R.S.

Christopher R. Kennedy
Christopher R. Kennedy, P.L.S. 36577
11/22/2021

TITLE INSURANCE CERTIFICATE:

Land Title Guarantee Company, a Colorado licensed title company, does hereby certify that we have examined the title to Lot 166AR2-7, TELLURIDE MOUNTAIN VILLAGE herein shown on this Easement Modification and that the title to this lot is vested in Steven Rosenberg, which is free and clear of liens, and taxes except as follows:

Title Insurance Company Representative _____ Date _____

COUNTY TREASURER'S CERTIFICATE:

I certify that according to the records in the San Miguel County Treasurer's Office, there are no liens against the Lands included in this Map Amendment, or any part thereof, for unpaid State, County or Municipal ad valorem taxes or special assessments, certified to the San Miguel County Treasurer for collection.

Dated this _____ day of _____, 2021.

San Miguel County Treasurer _____

OWNER'S CERTIFICATE

Know all person by these presents: That Telluride Land Acquisition, LLC, A Texas Limited Liability Company, being the owner in fee simple of all real property described as follows:

Lot 166AR2-7, Telluride Mountain Village, according to the Replat of Lot 166-AR, OSP-51, AND OS-166, to Lots 166AR2-1 thru 166AR2-15, Parcel A, OSP-51A, OSP-51B, and OS-166R, Recorded April 4, 2003 in Plat Book 1 at page 3116.

County of San Miguel,
State of Colorado

under the name and style of EASEMENT MODIFICATION, LOT 166AR2-7, TELLURIDE MOUNTAIN VILLAGE, have laid out, platted and subdivided same as shown on this EASEMENT MODIFICATION

IN WITNESS WHEREOF the following said owner has caused his name to be here unto subscribed this _____ day of _____, 2021.

By: _____
Steven Rosenberg

NOTARIAL:

State of _____)
County of _____) ss

The foregoing signature was acknowledged before me this

_____ day of _____, 2021.

by: Steven Rosenberg

My commission _____

Witness my hand and official seal.

Notary Public _____

My commission expires _____

MAYOR'S CERTIFICATE:

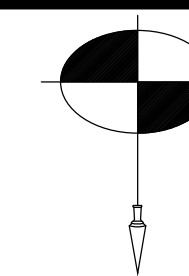
I, Laika Benitez as Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Plat has been approved by the Town Council in the same resolution that has authorized and directed me to execute this document.

Dan Jansen, as Mayor, Date _____

San Miguel County Treasurer _____

**GENERAL EASEMENT MODIFICATION PLAT
LOT 166AR2-7, TELLURIDE MOUNTAIN VILLAGE**

LOCATED WITHIN SECTIONS 3 & 10,
T42N, R9W, N.M.P.M.
TOWN OF MOUNTAIN VILLAGE
COUNTY OF SAN MIGUEL
STATE OF COLORADO



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

DATE:	11/22/2021
JOB:	02005
DRAWN BY:	CRK
CHECKED BY:	CRK
REVISION DATES:	
SHEET:	1 OF 1

**RESOLUTION OF THE TOWN COUNCIL
OF MOUNTAIN VILLAGE APPROVING A MINOR SUBDIVISION TO VACATE AND
ADJUST THE EASTERN GENERAL EASEMENT OF LOT 166AR2-7**

RESOLUTION NO. 2022 -XXXX-XX

- A. Steven Rosenberg is the owner (“Owner”) of record of real property described as Lot 166AR2-7, Telluride Mountain Village according to the replat of Lot 166-AR, OSP-51, and OS-166 to Lots 166AR2-1 thru 166AR2-15, Parcel A, OSP-51A, OSP-51RB and OS-166R, recorded April 4, 2003, in Plat Book 1 at Page 3116, County of San Miguel, State of Colorado (the “Property”).
- B. The Owner has authorized Chris Hawkins of Alpine Planning to pursue the approval of the minor subdivision application to vacate and adjust the eastern General Easement (“GE”) of the Property (“Application”).
- C. The Town Council considered this Application, along with evidence and testimony, at a public meeting held on May 17, 2022.
- D. The Town Council desires to approve the Minor Subdivision to vacate and adjust the eastern GE on the Property subject to the conditions set forth below.
- E. The Owner has addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- F. The Town Council finds that the minor subdivision meets the criteria for decision set forth in Section 17.4.13(E)(2) of the Town’s Community Development Code (“CDC”) as follows:
 - 1. The lot resulting from the adjustment or vacation is in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations found in the (“CDC”), because without limitation the subdivision area and zoning designations are not changing, open space is not being impacted, and the lot coverage will remain unchanged;
 - 2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan because the lots and the surrounding area will remain single-family in nature;
 - 3. Subdivision access complies with Town standards and codes because access is not affected by granting the Application;
 - 4. The portions of easements to be vacated are no longer necessary and are consented to by the Town as 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 THE MINOR SUBDIVISION AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Owner shall submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval and shall reimburse the Town for outside consultant fees incurred in connection with the Application.
2. Staff will review the replat document to verify consistency with CDC Sections 17.4.13.N. Plat Standards and provide redline comments to the Owner, which comments shall be addressed by Owner to the satisfaction of Town Staff before the execution and recording of the final mylar.
3. Staff has the authority to provide ministerial and conforming comments on the mylar before recordation.
4. The Owner of the Property and any future owners of the Property shall be required to work with Telluride Ski and Golf as well as the Town of Mountain Village prior to the development of any ski access.

Be It Further Resolved that the Property may be replatted as submitted in accordance with Resolution No. 2022-XXXX-XX.

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 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 May 17, 2022 (the "Effective Date"), as herein referenced throughout this Resolution.

Section 4. Public Meeting

A public meeting on this Resolution was held on the 17th day of May 2022, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Town Council at a public meeting held on May 17, 2022.

Town of Mountain Village, Town Council

By: _____
Laila Benitez, Mayor

Attest:

By: _____
Susan Johnston, Town Clerk

Approved as to Form:

David H. McConaughy, Town Attorney



AGENDA ITEM #13
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council
FROM: John Miller, Principal Planner
FOR: Town Council Meeting of May 17, 2022
DATE: May 9, 2022
RE: Minor Subdivision – General Easement Vacation and Adjustment; Lot 426

Application Overview: Minor Subdivision

Property Location:

Lot 426, Touchdown Drive

Property Owner:

Donald and Ilene Kramer

Applicant/Agent:

James Mahoney, PC

Zoning:

Single-Family Residential

Lot Sizes:

2.156 acres

Existing Uses:

Single Family Residential / Vacant

Legal Description

LOT 426 TELLURIDE MTN VILLAGE FIL 12
CONT 2.156

Case Summary

James Mahoney, PC (Applicant), acting on behalf of Donald and Ilene Kramer (Owners), has requested approval of a Minor Subdivision to vacate two existing easements that impact Lot 426. The subject Lot is approximately 2.15 acres in size and is located near the western entrance of Touchdown Drive as shown above in Figure 1.

Figure 1: Vicinity Map



ATTACHMENTS

- Exhibit A: Applicant's Narrative
- Exhibit C: Existing Conditions
- Exhibit D: Proposed Replat - 11-22-2021
- Exhibit E: Resolution

This application requests Town Council approval to vacate the following Easements:

1. **Deed Easement:** The first easement in question is referenced in the application materials as the "Deed Easement". Although this easement does not show up on any existing plats, it is discussed in a December 8, 1988, Warranty Deed (Reception No. 256812). In conversations with the Town's Legal Counsel, it was determined that this easement is likely not valid due to the specific easement granting language of the deed, and generally did not take issue with vacating and quit-claiming this easement back to the owner of Lot 426 as requested in the application materials.

Parcel 6:

A non-exclusive easement, on, over, under and across the area described below as Utility Area, for the purpose of constructing, operating and maintaining any and all underground utilities necessary to allow the above mentioned property to be used for residential purposes; the utilities shall include, but are not limited to, underground water lines, sewer lines, telephone lines, electric lines, gas lines and cable televisions lines. The Utility Area is that area located eight (8) feet on each side of various centerlines described as follows:

The lines designated as utility locations on the utility design maps approved by San Miguel County in conjunction with the final plat approval of Telluride Mountain Village, Filing 10, Filing 11, Filing 12 and Filing 4.

Nothing to the contrary withstanding, Grantee may not perform any construction on the Utility Area unless Grantee shall be entitled to exercise its remedies due to any default on the part of The Telluride Company under any of its obligations (the "Secured Obligations") relating to the construction of the "Infrastructure Improvements" or "Infrastructure" referred to in either of the two agreements between The Telluride Company and W. Albert Ellis, each captioned "Developer Purchase and Sale Agreement Telluride Mountain Village" referring respectively to parcels one and two and parcels three and four, and each with a header in the upper left-hand corner including the date "8/10/88 10:30 a.m.

As described above, Parcel 6 was reserved to allow for the development of utilities at a time when the Mountain Village was just being established. At that time, the future location of the utilities was not known, and this allowed for the then Telluride Company to reserve the rights to future installation of those utilities. With the creation of the metro-district and the later incorporation of the Town, these easements were mostly transferred over to the Mountain Village. Given the development of the town over the past 30 years, we no longer need these blanket easements to allow for utilities given the extensive road ROW and ability to utilize General Easements for utility installation. In discussion with the Public Works Director, it was determined that the Town does not need to maintain this easement into the future and staff takes no issue with its vacation.

2. **Drainage Easement:** The second easement requested to be vacated as part of this application is a drainage easement described in the applicant's narrative as "an [easement of] unknown width which runs through the eastern 1/3 of Lot 426. This drainage easement has not ever been used and only impedes the use of Lot 426 due to its location. While the drainage easement may have been used years ago when water ran through ditches and canals in the Mountain Village, that is no longer the case, therefore, the purpose of the drainage easement has ceased to exist".

In discussions with the Public Works Director and the Town's Legal Counsel, it was determined that this analysis provided by the applicant is accurate in its description of the drainage easement. Given the topography of Lot 426 and the development of single-family homes "upstream" of the subject easement, it would appear that any previous ability for the Lot to convey water through this drainage easement has been lost, and therefore no longer necessary.

Applicable Regulation and Standard Analysis: The applicable law cited may not be exhaustive or all-inclusive. The applicant is required to follow all applicable laws even if an applicable section of the CDC is not cited. ***Please note that Staff comments will be indicated by Italicized Text***

CDC 17.4.13: Subdivision Regulations

(***)

CDC 17.4.13(D): Review Process

(***)

17.4.13(D)(2): Minor Subdivisions. Minor subdivisions shall be processed as class 5 applications.

(***)

CDC 17.4.13(E): Criteria for Decision

(***)

17.4.13(E)(2): Minor Subdivisions

Minor Subdivisions. The following criteria shall be met for the review authority to approve a lot line vacation, lot line adjustment, easement vacation, or similar subdivision:

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

Staff Note: The criteria above must be met for the Town Council to approve this Minor Subdivision request. Staff believes that this application is meeting the requirements and criteria of the CDC listed above. The applicant has proposed to vacate the two easements described above in this memo of record. The lot would not change in dimensions and would otherwise continue to conform

with both the CDC requirements as town standards and codes. The impacted easements are no longer necessary due to changed conditions of the site and the Town. Staff finds this request to meet the criteria listed above.

CDC 17.4.14 (F): Subdivision Design Standards and General Standards
(***)

Staff Note: The proposed replat meets all the applicable subdivision design standards and general standards including but not limited to the following:

- *Minimum Frontage*
- *Vehicular Access and Utility Access*
- *Minimum Lot Size*
- *Solar access*
- *Design of Lots*

Staff Recommended Findings:

1. The development is compatible with uses in the general vicinity and the development is harmoniously integrated with its surroundings.
2. This project does not appear to affect the health, safety, and welfare of the Town.
3. All utilities for the proposed development are proximate to the site.
4. The preliminary site plan meets the requirements of the Community Development Code.

Staff Recommendation: The application appears to meet the minimum standards outlined within the CDC for a Class 5 Minor Subdivision approval. If the Town Council deems this application to be appropriate for approval, Staff requests said approval condition the items listed below in the suggested motion.

Proposed Motion:

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

“I move to approve a Resolution for a minor subdivision of Lot 426, Touchdown Drive based on the evidence provided in the staff record of memo dated May 9, 2022, and the findings of this meeting, with the following conditions:

1. *The Owner shall submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval and shall reimburse the Town for outside consultant fees incurred in connection with the drafting of any required quit-claim deed.*
2. *Staff will review the replat document to verify consistency with CDC Sections 17.4.13.N. Plat Standards and provide redline comments to the Owner, which comments shall be addressed by Owner to the satisfaction of Town Staff before the execution and recording of the final mylar.*
3. *Staff has the authority to provide ministerial and conforming comments on the mylar before recordation.*

/jjm

CORRECTION PLAT NARRATIVE

To: John Miller

From: James Mahoney

Date: April 1, 2022

Re: Lot 426 Minor Subdivision – Narrative

The Owner of Lot 426 is applying for a minor subdivision for the removal of two easements which impact Lot 426.

The first is an easement that does not show up on any existing plat but is referenced as Parcel 6 in Exhibit WD-1-1 of a December 8, 1988, warranty deed at reception number 256812 (the “Deed Easement”). While the Deed Easement likely was never valid and in place due to its condition precedents, we feel it would be beneficial to the title of Lot 426 to have the Town vacate and quit claim any interest in the Deed Easement simply to clean up title to Lot 426. This vacation and quit claim are reflected in Note 6 of the draft subdivision plat.

The second is a drainage easement of an unknown width which runs through the eastern 1/3 of Lot 426. This drainage easement has not ever been used and only impedes the use of Lot 426 due to its location. While the drainage easement may have been used years ago when water ran through ditches and canals in the Mountain Village, that is no longer the case, therefore, the purpose of the drainage easement has ceased to exist. Therefore, Owner respectfully requests that the Town of Mountain Village approve the replat removing the drainage easement.

The proposed Correction Plat meets the Standards set forth in Section 17.4.13.E.4 (Staff Subdivision Review of Correction Plat) as follows:

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

The vacation of the easements does not impact the configuration of the lot and are in compliance with the zoning, land use regulations and subdivision regulations.

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

The comprehensive plan is silent on easement vacations; however, the application complies with the intent of the Comprehensive Plan.

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

Access remains compliant off Touchdown drive and will be established when the lot is developed.

- 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

The easements being vacated are no longer necessary due to changed conditions.

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

The subdivision meets all applicable Town regulations and standards for Lot 426.

In conclusion, we respectfully request that you approve the proposed minor subdivision as set forth herein.

Paid

\$27.00 Reception No.

256812

Gay Cappis

by Katherine Green

Recorder Deputy

5

Recorded at

11:25

o'clock A. M.

December 8, 1988

Book 449 Pages 150-158.

WARRANTY DEED

THIS DEED, Made this 7th day of DECEMBER, 19 88, between

ORIGINAL

THE TELLURIDE COMPANY, Colorado corporation

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and

Etta Place Too Associates Trust, W. Albert Ellis, Trustee, and George Macomber, Trustee

whose legal address is Northway Office Park 1 Intercontinental Way Peabody, MA 01960

Doc fee = 425.65

Massachusetts

of the [redacted] State of [redacted] grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of Four Million Two-hundred Fifty-six thousand Five-hundred and 00/100****(\$4,256,500.00)***** DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of San Miguel State of Colorado, described as follows:

See Exhibit WD-1-1, which is attached hereto and incorporated herein by this reference.

State Documentary Fee Date DEC 8, 1988 \$ 425.65 kr

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those matters contained in Exhibit WD-2-1 and WD-3-1, which are attached hereto and incorporated herein by this reference. The Rider attached hereto and incorporated herein by this reference.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceful possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: A.J. Wells Secretary

The Telluride Company, a Colorado corporation By Ronald D. Allred Chairman of the Board of Directors

STATE OF COLORADO County of San Miguel

The foregoing instrument was acknowledged before me this 6th day of December, 19 88, by Ronald D. Allred as Chairman of the Board of Directors and A.J. Wells as Secretary of The Telluride Company, a Colorado corporation

My commission expires 5/30/90 Witness my hand and official seal. Notary Public

*If in Denver, insert "City and."

Exhibit WD-1-1

LEGAL DESCRIPTION

Parcel 1:

The following described 3 tracts of land:

A tract of land located in a portion of the NE1/4 of the SE1/4 of Section 33, Township 43 North, Range 9 West, N.M.P.M., described as follows:

Beginning at the SE corner of said Section 33, which is a Bureau of Land Management brass cap, thence N55°09'29"W, 3905.82 to the True Point of Beginning;
 Thence S86°24'48"W, 153.13 feet;
 Thence S83°20'25"W, 152.74 feet;
 Thence S14°02'00"W, 242.59 feet;
 Thence northeasterly 120.17 feet along the arc of a circular curve concave to the southeast having a radius of 810.00 feet, a delta of 8°30'00", and a long chord bearing N63°15'00"E, 120.06 feet;
 Thence N67°30'00"E, 124.00 feet;
 Thence northeasterly 103.85 feet along the arc of a circular curve concave to the northwest having a radius of 170.00 feet, a delta of 35°00'00" and a long chord bearing N50°00'00"E, 102.24 feet;
 Thence northeasterly 88.08 feet along the arc of a circular curve concave to the south east having a radius of 180.00 feet, a delta of 28°02'12" and a long chord bearing N46°31'06"E, 87.20 feet to the True Point of Beginning, ALSO KNOWN AS Future Lot 615B.

A tract of land located in a portion of the S1/2 of Section 33, Township 43 North, Range 9 West, N.M.P.M., described as follows:

Beginning at the Northwest Corner of the S1/2SW1/4 of Section 34, Township 43 North, Range 9 West, which is a Bureau of Land Management brass cap, thence N69°32'33"W., 3,140.05 feet;
 Thence S02°20'00"E., 150.00 feet;
 Thence S75°00'00"W., 33.00 feet;
 Thence Southwesterly 125.93 feet along the arc of a circular curve concave to the Northwest, having a Radius of 370.00 feet, a Delta of 19°30'00", and whose long Chord bears S84°45'00"W., 159.00 feet;
 Thence N85°30'00"W., 159.00 feet;
 Thence Southwesterly 49.52 feet along the arc of a circular curve concave to the Southeast, having a Radius of 180.00 feet, a Delta of 15°45'46", and whose long chord bears S86°37'07"W., 49.36 feet;
 Thence N06°50'00"W., 178.72 feet;
 Thence S87°25'00"E., 380.00 feet to the True Point of Beginning; ALSO KNOWN AS Future Lot 616.

A tract of land located in a portion of the South 1/2 of Section 33, Township 43 North, Range 9 West, N.M.P.M., described as follows:

Beginning at the Northwest Corner of the S1/2SW1/4 of Section 34, Township 43 North, Range 9 West, N.M.P.M., which is a Bureau of Land Management brass cap, thence N67°12'23"W., 2,608.72 feet to the True Point of Beginning;
 Thence S15°00'00"W., 167.53 feet;
 Thence Northwesterly 149.70 feet along the arc of a circular curve concave to the Northeast, having a Radius of 1,670.00 feet, a Delta of 05°08'10", whose long chord bears N67°04'05"W., 149.65 feet;
 Thence N64°30'00"W., 105.50 feet;
 Thence N16°20'00"E., 140.00 feet;
 Thence S72°10'00"E., 249.00 feet to the True Point of Beginning; ALSO KNOWN AS Future Lot 617.

Parcel 2:

Lots 301, 302, 303, 306, 307, 308, 317 and 315, Telluride Mountain Village, Filing 10, a subdivision located in a portion of the NW1/4SW1/4, SW1/4SW1/4 of Section 3, Township 42 North, Range 9 West, N.M.P.M., according to the plat recorded in the office of the Clerk and Recorder in Plat Book 1 at page 862 to 863.

Parcel 3:

Lots 801, 802, 803, 804, 805, 806, 807, 808, 809 and 810, Telluride Mountain Village, Filing 11, a subdivision located in a portion of the NW1/4 of Section 4, Township 42 North, Range 9 West, N.M.P.M., according to the plat recorded in the office of the Clerk and Recorder in Plat Book 1 at page 864 to 865.

Parcel 4:

Lots 421, 422, 423, 424, 425, 426, 427, 429, 431, 432, 433 and 434, Telluride Mountain Village, Filing 12, a subdivision located in portion of the NE1/4NW1/4, SE1/4NW1/4 and SW1/4NE1/4 of Section 4, Township 42 North, Range 9 West, N.M.P.M., according to the plat recorded in the office of the Clerk and Recorder in Plat Book 1 at pages 866.

Parcel 5:

Lots 618, 628, 635 and 636, Telluride Mountain Village, Filing 4, a subdivision located in the NW1/4SE1/4, SW1/4SE1/4, NE1/4SW1/4 and SE1/4SW1/4 of Section 33, Township 43 North, Range 9 West, N.M.P.M., according to the plat recorded in the office of the Clerk and Recorder in Plat Book 1 at page 791.

Parcel 6:

A non-exclusive easement, on, over, under and across the area described below as Utility Area, for the purpose of constructing, operating and maintaining any and all underground utilities necessary to allow the above mentioned property to be used for residential purposes; the utilities shall include, but are not limited to, underground water lines, sewer lines, telephone lines, electric lines, gas lines and cable televisions lines. The Utility Area is that area located eight (8) feet on each side of various centerlines described as follows:

The lines designated as utility locations on the utility design maps approved by San Miguel County in conjunction with the final plat approval of Telluride Mountain Village, Filing 10, Filing 11, Filing 12 and Filing 4.

Nothing to the contrary withstanding, Grantee may not perform any construction on the Utility Area unless Grantee shall be entitled to exercise its remedies due to any default on the part of The Telluride Company under any of its obligations (the "Secured Obligations") relating to the construction of the "Infrastructure Improvements" or "Infrastructure" referred to in either of the two agreements between The Telluride Company and W. Albert Ellis, each captioned "Developer Purchase and Sale Agreement Telluride Mountain Village" referring respectively to parcels one and two and parcels three and four, and each with a header in the upper left-hand corner including the date "8/10/88 10:30 a.m.

Parcel 7:

A non-exclusive easement on, over and across all platted roadways located in the Telluride Mountain Village for pedestrian and motorized and non-motorized vehicular access to the above mentioned property.

County of San Miguel,
State of Colorado.

Exhibit WD-2-1

1. Taxes and assessments for the year 1988, and subsequent years.
2. Any tax or assessment by reason of the inclusion of the subject property in the Mountain Village Metropolitan District, as recorded in Book 409 at page 275.
3. Notice given by San Miguel Power Association, Inc., that it owns and maintains underground facilities within the Telluride Mountain Village, Filing 1, for the purpose of transmission and distribution of electricity; and Notice that said Association may place additional underground facilities in the future upon the subject property, as recorded in Book 398 at page 145.
4. Mountain Village P.U.D. Improvements Agreement recorded February 17, 1984 in Book 409 at page 357, between The Telluride Company, San Miguel County Board of County Commissioners, Mountain Village Metropolitan District, and Benchmark at Beaver Creek; and the terms, conditions, provisions and obligations as contained therein.
5. The San Miguel County/Mountain Village Metropolitan District Intergovernmental Agreement between The Telluride Company, San Miguel County Board of County Commissioners, and Mountain Village Metropolitan District, Recorded February 17, 1984 in Book 409 at page 369, and the terms, conditions, provisions and obligations as contained therein.
6. Mountain Village P.U.D. Subdivision Improvement Approval by the San Miguel County Planning Commission, recorded March 9, 1984 in Book 409 at page 708 and the terms, conditions provisions and obligations as contained therein, as amended in Book 411 at page 211.
7. General Declaration for the Telluride Mountain Village, regarding covenants, conditions and restrictions, recorded March 9, 1984 in Book 409 at page 714, as amended, or supplemented in Book 419 at page 593, Book 419 at page 597, Book 426 at page 963, Book 434 at page 520, Book 438 at page 681, Book 438 at page 702, Book 439 at page 982, Book 441 at page 677, Book 441 at page 980, Book 442 at page 269, Book 445 at page 522, Book 445 at page 769, Book 446 at page 804, Book 447 at page 942 and Book 448 at page 589; and the terms, conditions, provisions and obligations as contained therein.
8. Assessments, and any liens therefore, as provided for in Articles 5.1 and 5.5 of the General Declaration for Telluride Mountain Village, recorded in Book 409 at Page 714, as amended in Book 419 at Page 593, Book 419 at Page 597, and Book 426 at Page 963, Book 434 at page 520, Book 438 at page 681, Book 438 at page 702, Book 439 at page 982, Book 441 at page 677, Book 441 at page 980, Book 442 at page 269, Book 445 at page 522, Book 445 at page 769, Book 446 at page 804, Book 447 at page 942 and Book 448 at page 589.
9. Notice of Water and Sewer Tap Fee Payment pursuant to Section 8.4 of the Mountain Village Metropolitan District Water and Sewer Operation Rules and Regulations, which reads: "8.4 Tap Fee. A tap fee shall be assessed and paid for before a building permit is issued."; as recorded April 14, 1987 in Book 435 at page 603.
10. No application shall be made by the Grantees to San Miguel County, its successors or equivalent authority, for a building permit for the construction of improvements on the Property unless a "Final Plat Approval" has been issued for the Property consistent with the terms of Section 8.9 of the General Declarations for the Telluride Mountain Village. The provisions of this paragraph may be terminated in writing by The Telluride Company.
11. No application shall be made by the Grantees to San Miguel County, its successors or equivalent authority, for a certificate of occupancy, final building

approval, or temporary certificate of occupancy, temporary final building approval, or other similar occupancy approval unless a "Certificate of Compliance" or Temporary Certificate of Compliance" has been issued for the Property consistent with the terms of Section 8.10 of the General Declarations for the Telluride Mountain Village. The provisions of this paragraph may be terminated in writing by The Telluride Company.

12. Excepting therefrom and reserving for The Telluride Company, however, all of the rights to mineral and oil, gas or other hydrocarbons located on, in or under the real property, without any right of surface entry for exploration, development or extraction. The Telluride Company hereby covenants that it will not mine, extract, explore for or develop any of the minerals, oil, gas or other hydrocarbons located on, in or under the real property.
13. No offices of any nature, including but not limited to offices of physicians, dentists, attorneys, real estate brokers, real estate salesmen, title insurance companies, securities brokers, securities salesmen, construction companies, development companies, property management companies, utility companies, governmental entities, insurance agents and accountants, may be operated or located on any pedestrian level or garden pedestrian level of the improvements constructed on the Property without the express written consent of the Telluride Company or such person or entity which The Telluride Company may designate in writing.
14. No commercial or retail use of any nature, excluding long-term and short-term accommodations, may be located on any level except the pedestrian level of the improvements on the Property without the express written consent of The Telluride Company.

Additional Exceptions to Parcel 2 only:

15. The Plat of Telluride Mountain Village, Filing 10, recorded in Plat Book 1 at page 862, is subject to the following matters:
 - A. The General Notes as disclosed on said plat.
 - B. Definitions as disclosed on said plat.
 - C. Densities, designations and uses by Lot Number and Tract Name as disclosed on said plat.
 - D. Set-back requirements, easements of a public, or private nature, as disclosed on said plat.
 - E. Under the General Notes on Page 1 of the Plat of Telluride Mountain Village, Filing 10, recorded in Plat Book 1 at Page 862, the Telluride Company reserves the right to impose additional Restrictive Covenants on all lots in addition to the ones as described herein.

Additional Exceptions to Parcel 3 only:

16. The Plat of Telluride Mountain Village, Filing 11, recorded in Plat Book 1 at page 864, is subject to the following matters:
 - A. The General Notes as disclosed on said plat.
 - B. Definitions as disclosed on said plat.
 - C. Densities, designations and uses by Lot Number and Tract Name as disclosed on said plat.
 - D. Set-back requirements, easements of a public, or private nature, as disclosed on said plat.
 - E. Under the General Notes on Page 1 of the Plat of Telluride Mountain Village, Filing 11, recorded in Plat Book 1 at Page 864, the Telluride Company reserves the right to impose additional Restrictive Covenants on all lots in addition to the ones as described herein.

Additional Exceptions to Parcel 4 only:

17. The Plat of Telluride Mountain Village, Filing 12, recorded in Plat Book 1 at page 2

page 866, is subject to the following matters:

- A. The General Notes as disclosed said plat.
- B. Definitions as disclosed on said plat.
- C. Densities, designations and uses by Lot Number and Tract Name as disclosed on said plat.
- D. Set-back requirements, easements of a public, or private nature, as disclosed on said plat.
- E. Under the General Notes on Page 1 of the Plat of Telluride Mountain Village, Filing 12, recorded in Plat Book 1 at Page 866, the Telluride Company reserves the right to impose additional Restrictive Covenants on all lots in addition to the ones as described herein.

Additional Exceptions to Parcel 5 only:

18. The Plat of Telluride Mountain Village, Filing 4, recorded in Plat Book 1 at page 791, is subject to the following matters:

- A. The General Notes as disclosed on said plat.
- B. Definitions as disclosed on said plat.
- C. Densities, designations and uses by Lot Number and Tract Name as disclosed on said plat.
- D. Set-back requirements, easements of a public, or private nature, as disclosed on said plat.
- E. Under the General Notes on Page 1 of the Plat of Telluride Mountain Village, Filing 4 recorded in Plat Book 1 at Page 791 the Telluride Company reserves the right to impose additional Restrictive Covenants on all lots in addition to the ones as described herein.

Exhibit WD-3-1

Reservation of Ditch Easement

Grantor hereby reserves a perpetual easement, extending 15 feet each side of the existing centerline ("Easement Area") of the existing irrigation ditch located on Lots 806, 807, 808, 809 and 810, on, over and across the Easement Area for the purpose of operating, maintaining and repairing an irrigation ditch which shall be used for the purpose of conveying surface water. Grantors reserved right to operate, maintain and repair the irrigation ditch shall include but is not limited to the right to excavate and refill the ditch, and remove trees, bushes, undergrowth and other obstructions interfering with Grantors use and operation the ditch, operation, maintenance and repair work, may be done either manually or mechanically at Grantor's sole option.

Grantor shall perform all operation, repair and maintenance in a manner which reasonably causes the least amount of disturbance to the Easement Area. Grantor shall cause any disturbance to the Easement Area to be landscaped revegetated and recontoured in a manner that returns the Easement Area as near to its previously existing state as is reasonably possible.

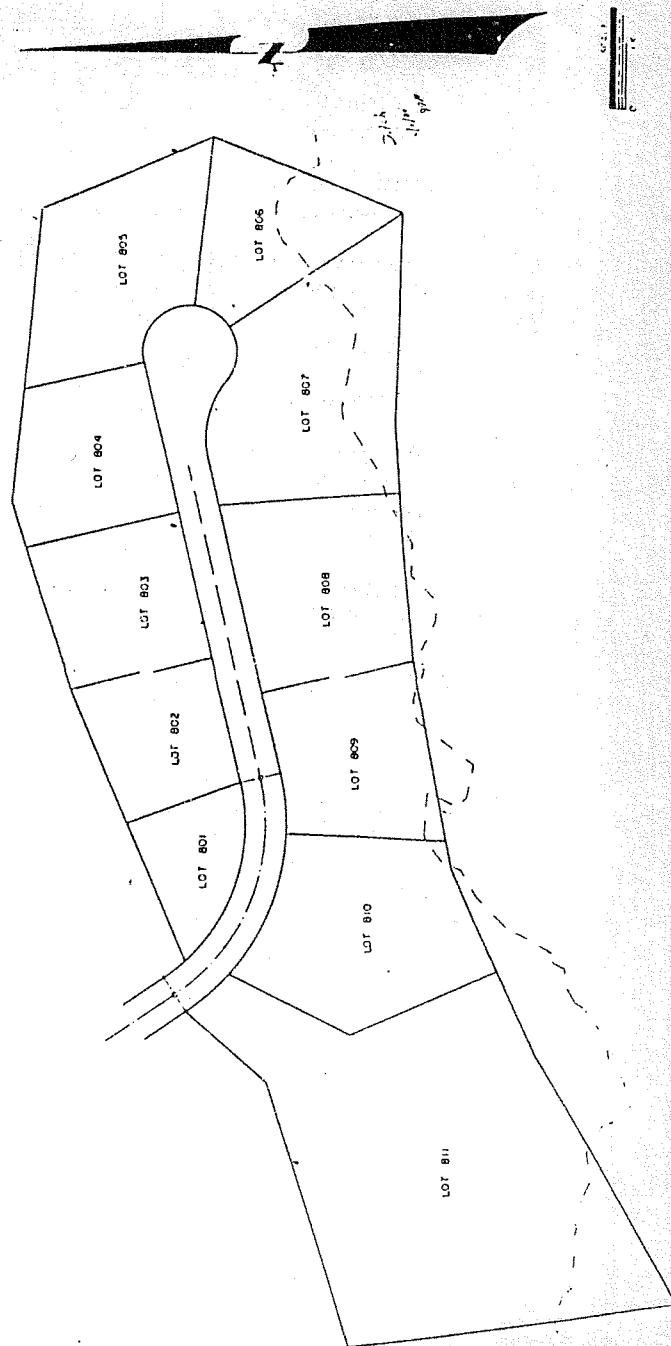
The duties and rights granted herein shall be binding upon and shall inure to the benefit of the heirs, designees, successors and assigns of Grantor and Grantee.

The easements granted herein shall be deemed to be benefits and burdens which run with the title of Lot 806, 807, 809 and 810 for the benefit of Grantor.

Grantor hereby agrees to indemnify and defend Grantee of and from any and all liability, claims, demands, actions and causes of action whatsoever, including without limitation, reasonable attorney's fees and expenses and cost and expenses reasonably incurred in investigating, preparing or defending against any litigation or claim, action, suit, proceeding or demand, of any kind or character, arising out of or related to any loss, damage or injury to person or property, that may be sustained by Grantee or any other person in connection with, arising out of or by reason of Grantor's use, operation, maintenance or repair of the Easement Area.

The Easement Area extends fifteen (15) feet each side of the existing centerline outlined on Exhibit WD-3-2 hereto attached and by this reference made a part hereof.

Exhibit WD-3-2



Riders to Warranty Deed

Notwithstanding anything to the contrary set forth in the exhibits to this deed or in any instrument or document referred to therein, Grantor, for itself and its successors and assigns, hereby covenants:

1. Neither the General Declaration for the Telluride Mountain Village nor the plats for Telluride Mountain Village, Filing 4 or Filing 10 or Filing 11 or Filing 12, or any other other instrument regulation or other matter affecting the use and occupancy of the land conveyed hereby, shall be amended in a manner which would materially and unreasonably adversely affect use of any of the lots conveyed hereby as single family lots (or subdividable duplex lots, if any of them are redesignated as such).

2. Grantor has transferred to Grantee all of Grantor's right, if any, to transfer the density and development rights of any lot conveyed hereby to any other land.

3. Grantor warrants that no person or entity, other than Grantee, possesses any rights of first refusal or options to purchase the property being conveyed pursuant to this deed.

The foregoing covenants shall benefit and run with each of the lots conveyed by this deed.

TRACT
OSP-17
(TSG SKI & GOLF LLC)

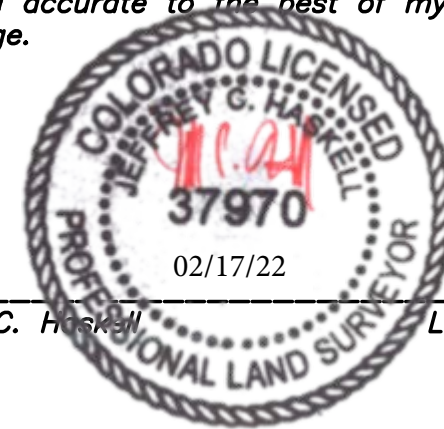
TRACT OSP-11
(TOWN OF MOUNTAIN VILLAGE)

LEGEND

- WATER VALVE
- ELECTRIC BOX
- CABLE-TV PEDESTAL
- SEWER MANHOLE
- TELEPHONE PEDESTAL
- CURB STOP
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632
- SET 2" ALUMINUM CAP ON 18" x 5/8" REBAR, L.S. 37970
- SET 1-1/2" ALUMINUM CAP ON 18" x 5/8" REBAR, L.S. 37970
- (M)** MEASURED DIMENSIONS ACCORDING TO THIS SURVEY
- (R)** RECORD DIMENSIONS ACCORDING TO PLAT BOOK 1 AT PAGE 881

SURVEYOR'S STATEMENT:

I, Jeffrey C. Haskell, a duly registered land surveyor licensed in the State of Colorado, do hereby state for and on behalf of Foley Associates, Inc. to DAVID GANG and Land Title Guarantee Company that a survey of the premises of the parcel described hereon was conducted by me or under my direct responsibility, supervision, and checking on February 16, 2022; that said survey was made in substantial accordance with C.R.S. 38-51-102 (9) "Improvement Survey Plat"; and that the information contained herein is true and accurate to the best of my knowledge.



Jeffrey C. Haskell L.S. 37970

PROPERTY DESCRIPTION:

LOT 426, TELLURIDE MOUNTAIN VILLAGE, FILING 12, ACCORDING TO THE CORRECTION PLAT RECORDED JANUARY 9, 1989 IN PLAT BOOK 1 AT PAGE 881,
COUNTY OF SAN MIGUEL, STATE OF COLORADO.

NOTES:

1. Easement research and property description from Land Title Guarantee Company, Order Number TLR86012587, dated January 26, 2022 at 5:00 P.M.
2. According to FEMA Flood Insurance Rate Map 08113C0286-C, dated September 30, 1988, this parcel is within Zone X; Areas determined to be outside 500-year flood plain.
3. BASIS OF BEARINGS: Found monuments along the western boundary of Lot 426, as shown hereon, assumed to have the record bearing of N 00°13'13" W according to Plat Book 1 at page 881.
4. Due to winter conditions, only visible improvements are shown on this survey. Any improvements buried under snow cover will not be shown.
5. Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
6. This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
7. Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
8. The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
9. This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.
10. There exists a Restrictive Covenant Agreement per Reception No. 420640.
11. 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.

CERTIFICATE OF DEPOSIT:

Deposited this _____ day of _____, 2022, at _____ m.,
in the County Surveyor's Land Survey
Plats/Right-of-Way Surveys at
Page _____,
File number _____.

San Miguel County Clerk and Recorder

TRACT
OSP-17
(TSG SKI & GOLF LLC)

LOT 426
2.155 ACRES (M)
2.156 ACRES (R)
"NO EXISTING STRUCTURES"
"NO POSTED ADDRESS"
"116 TOUCHDOWN DR"
PER THE TITLE COMMITMENT

APPROXIMATE LOCATION OF UNDERGROUND SEWER LINE AND ASSOCIATED 16' UTILITY EASEMENT (PER BOOK 449 AT PAGE 150)

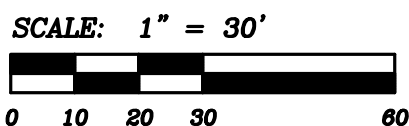
APPROXIMATE LOCATION OF UNDERGROUND WATER LINE AND ASSOCIATED 16' UTILITY EASEMENT (PER BOOK 449 AT PAGE 150)

DRAINAGE EASEMENT (PER PLAT BOOK 1 AT PAGE 866)

THE WIDTH OF THE DRAINAGE EASEMENT WAS NOT LISTED IN PLAT BOOK 1 AT PAGE 866. LINE WORK SHOWN HEREON WAS SCALED FROM SAID PLAT

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

LOT 427
(KRAMER, DONALD L. AND ILENE T. JT)



Improvement Survey Plat

Lot 426, Town of Mountain Village,

located in the NW 1/4 of Section 4, T.42N, R.9W, N.M.P.M., County of San Miguel, State of Colorado.

Project Mgr: JH
Technician: KK
Checked by:
Start date: 01/25/2022



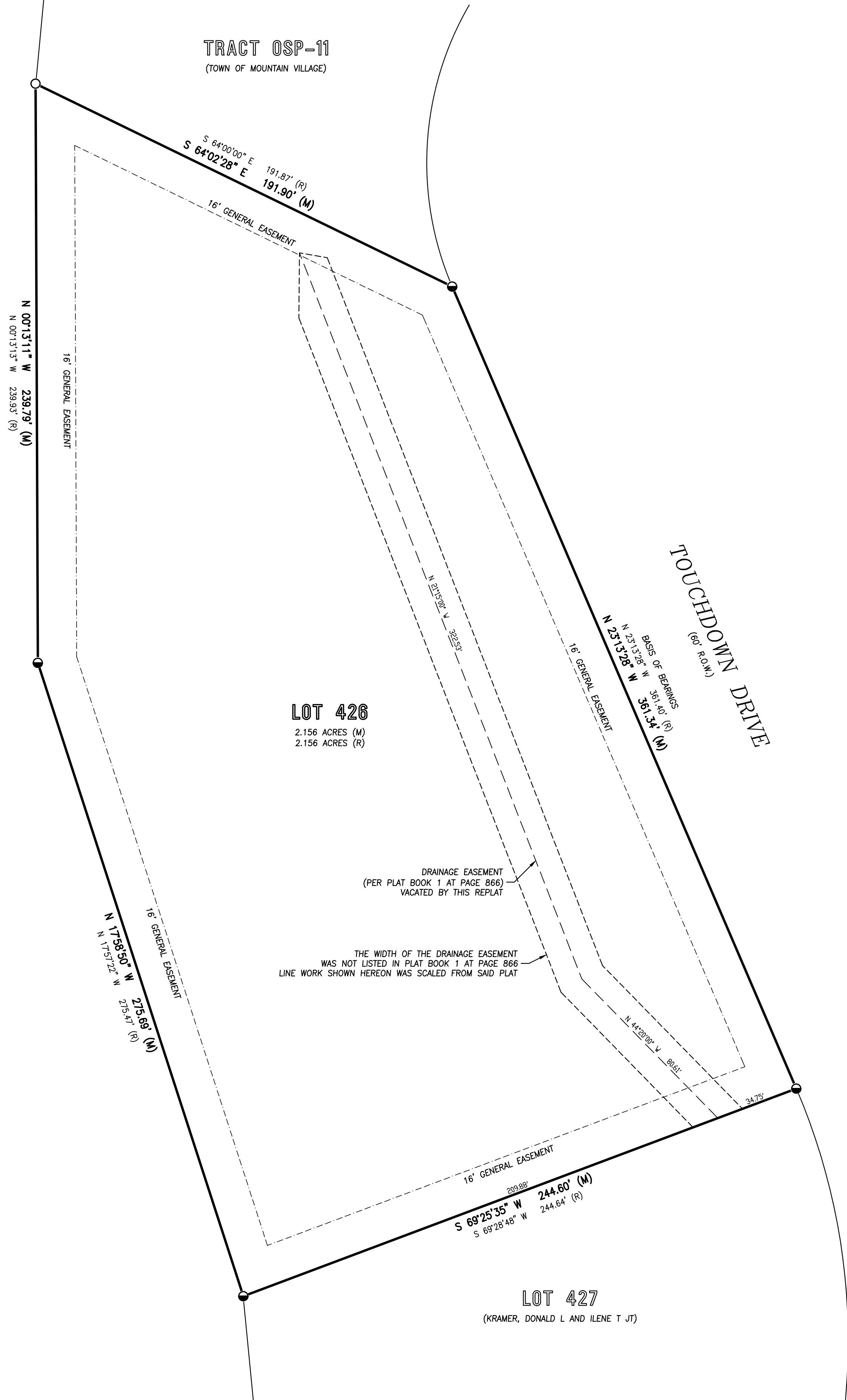
970-728-6153 970-728-6050 fax
PO Box 1385
125 W. Pacific Ave., Suite B-1
Telluride, Colorado, 81435

Sheet 1 of 1 Project #: 92043

Drawing path: Q:\JOBS\DWG\92043 ISP 01-22

REPLAT OF LOT 426, TOWN OF MOUNTAIN VILLAGE,

located within the NW 1/4 of Section 4, T.42N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.



CERTIFICATE OF OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS that DONALD L. KRAMER AND ILENE T. KRAMER ("Owners"), being the owners in fee simple of LOT 426, TELLURIDE MOUNTAIN VILLAGE, FILING 12, ACCORDING TO THE CORRECTION PLAT RECORDED JANUARY 9, 1989 IN PLAT BOOK 1 AT PAGE 881, COUNTY OF SAN MIGUEL, STATE OF COLORADO, hereby makes an Amendment to the Final Plat of said real property in accordance with the Replat shown hereon.

OWNER:

By: Donald L. Kramer

ACKNOWLEDGMENT:

State of _____)
 County of _____)
 The foregoing signature was acknowledged before me this _____ day of _____, 2022 A.D. by Donald L. Kramer.
 My commission expires _____
 Witness my hand and seal.

Notary Public

OWNER:

By: Ilene T. Kramer

ACKNOWLEDGMENT:

State of _____)
 County of _____)
 The foregoing signature was acknowledged before me this _____ day of _____, 2022 A.D. by Ilene T. Kramer.
 My commission expires _____
 Witness my hand and seal.

Notary Public

TOWN OF MOUNTAIN VILLAGE APPROVAL:

I, Michelle Haynes, Planning & Development Services Director of the Mountain Village, do hereby certify that this Replat has been approved by the Town in accordance with the Community Development Code.

Michelle Haynes, Date
 Planning and Development Services Director

TREASURER'S CERTIFICATE:

I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with CDC 17.4.13(0).

Dated this _____ day of _____, 2022.

San Miguel County Treasurer

TITLE INSURANCE COMPANY CERTIFICATE:

Land Title Guarantee Company does hereby certify that we have examined the title to the lands herein shown on this Replat and that the title to this land is in the name of DONALD L. KRAMER AND ILENE T. KRAMER, and is free of all encumbrances, liens, taxes, and special assessments except as follows:

Title Insurance Company Representative

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Haskell of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that REPLAT OF LOT 426, TOWN OF MOUNTAIN VILLAGE ("Replat"), shown hereon has been prepared under my direct responsibility, supervision and checking. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

IN WITNESS WHEREOF, I here unto affix my hand and official seal this _____ day of _____, A.D. 2022.

P.L.S. 37970 Date

NOTES:

- Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
- Easement research and property description from Land Title Guarantee Company, Order No. TLR86012587, dated January 26, 2022 at 5:00 P.M.
- BASIS OF BEARINGS:** Found monuments along the northwestern boundary of Lot 426, as shown hereon, assumed to have the record bearing of N 00°13'13" W according to Plat Book 1 at page 881.
- The purpose of this Replat is to vacate the Drainage Easement on Lot 426 according to Plat Book 1 at page 866 and the Utility Areas described in Book 449 at page 150.
- By approving this Replat, the Town of Mountain Village hereby vacates and quit claims any right title and interest the Town of Mountain Village may have in "Parcel 8", as described on Exhibit WD-1-1 of the Warranty Deed dated December 7, 1988 and recorded on December 8, 1988 with the San Miguel County Clerk and Recorder at Reception Number 256812 to the Owners of Lot 426.
- Notice is hereby given that the area included in the Replat described herein is subject to the regulations of the Land Use Ordinance, of the Town of Mountain Village, March, 2005 as amended.
- NOTES OF CLARIFICATION:**
 - The configuration of the following lots, tracts, and right-of-way have been modified by this Replat: Lot 515
 - The following lots have been created by this Replat: None
 - The following lots have been deleted by this Replat: None
- LINEAL UNITS:** Distances shown hereon are measured in U.S. Survey Feet.
- NOTICE:** According to Colorado law you, must commence any legal action based upon defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



RECORDER'S CERTIFICATE:

This Replat was filed for record in the Office of the San Miguel County Clerk and Recorder on this _____, 2022, at day of _____

Reception No. _____
 Time _____

San Miguel County Clerk

Project Mgr:	JH	Rev.	description	date	by
Technician:	MC				
Checked by:					
Start date:	03/18/2022				



970-728-6153 970-728-6050 fax
 P.O. BOX 1385
 125 W. PACIFIC, SUITE B-1
 TELLURIDE, COLORADO 81435

Drawing path: dwg\92043 REPLAT 03-22.dwg Sheet 1 of 1 Project #: 92043

**RESOLUTION OF THE TOWN COUNCIL
OF MOUNTAIN VILLAGE APPROVING A MINOR SUBDIVISION TO VACATE A DEED
EASEMENT AND DRAINAGE EASEMENT ON LOT 426**

RESOLUTION NO. 2022 -XXXX-XX

- A. Donald and Ilene Kramer are the owners ("Owners") of record of real property described as Lot 426, Telluride Mountain Village according to the plat filed in the office of the Clerk and Recorder in Plat book 1 at page 2281, and according to the Town of Mountain Village Official Lot List, recorded in Book 856 at page 548 (the "Property").
- B. The Owner has authorized James Mahoney, P.C. to pursue the approval of the minor subdivision application to vacate two easements encumbering the Property ("Application").
- C. The Town Council considered this Application, along with evidence and testimony, at a public meeting held on May 17, 2022.
- D. The Town Council desires to approve the Minor Subdivision to vacate the subject easements on the Property subject to the conditions set forth below.
- E. The Owner has addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- F. The Town Council finds that the minor subdivision meets the criteria for decision set forth in Section 17.4.13(E)(2) of the Town's Community Development Code ("CDC") as follows:
 - 1. The lot resulting from the adjustment or vacation is in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations found in the ("CDC"), because without limitation the subdivision area and zoning designations are not changing, open space is not being impacted, and the lot coverage will remain unchanged;
 - 2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan because the lots and the surrounding area will remain single-family in nature;
 - 3. Subdivision access complies with Town standards and codes because access is not affected by granting the Application;
 - 4. The portions of easements to be vacated are no longer necessary and are consented to by the Town as 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 THE MINOR SUBDIVISION AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Owner shall submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval and shall reimburse the Town for outside consultant fees incurred in connection with the drafting of any required quit-claim deed.
2. Staff will review the replat document to verify consistency with CDC Sections 17.4.13.N. Plat Standards and provide redline comments to the Owner, which comments shall be addressed by Owner to the satisfaction of Town Staff before the execution and recording of the final mylar.
3. Staff has the authority to provide ministerial and conforming comments on the mylar before recordation.

Be It Further Resolved that the Property may be replatted as submitted in accordance with Resolution No. 2022-XXXX-XX.

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 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 May 17, 2022 (the "Effective Date"), as herein referenced throughout this Resolution.

Section 4. Public Meeting

A public meeting on this Resolution was held on the 17th day of May 2022, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Town Council at a public meeting held on May 17, 2022.

Town of Mountain Village, Town Council

By: _____
Laila Benitez, Mayor

Attest:

By: _____
Susan Johnston, Town Clerk

Approved as to Form:

David H. McConaughy, Town Attorney



AGENDA ITEM #14
TOWN MANAGER
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council

FROM: Paul Wisor, Town Manager; Jim Loebe, Transit & Recreation Director; Finn KJome, Public Works Director; Chief Broady, Chief of Police

DATE: May 13, 2022

RE: Construction of an Addition to the Gondola Parking Garage

Executive Summary: The Town lacks parking during certain months of the year. While the Town identifies and pursues long-term solutions to this issue, staff has negotiated a tentative agreement with the Telluride Regional Airport by which the Town may use TRA land to address some of the Town's parking needs. Staff is requesting Council's input on the main points of such an agreement.

Update

Per Council direction, staff has further investigated the viability of transporting parking lot users to Mountain Village. The Town has determined the utilizing Town staff to transfer parking lot users to Mountain Village would not be an efficient use of Town resources. Similarly, SMART has indicated it does not currently have the resources to provide consistent service to the airport parking lot.

Town staff has confirmed Telluride Mountain Express and Mountain Limo have each confirmed they are willing and able to transport those utilizing the airport parking lot to Mountain Village. Each entity has indicated they will be able to respond to a request for transport within a half hour. The cost of a one-way trip will be \$40. Neither company indicated a willingness to enter into an agreement with the Town for these services.

Separately, some, but not all, hotels in Mountain Village have indicated they will send a shuttle to the airport parking lot to pick up hotel guests.

Overview

The Town lacks parking during certain months of the year. In the winter, the Meadows parking lot is consistently overparked as there are not enough spaces to accommodate Big Billies, other Meadows residences, and skier parking. In the summer, the Gondola Parking Garage cannot accommodate the number of RVs that attempt to park in the GPG, nor can the GPG always accommodate the parking needs of many of the local and regional festivals. It is also anticipated the Town will not be able to fully accommodate the parking needs of two major hotel projects to be developed in the future, assuming such projects are approved.

The Telluride Regional Airport currently owns land just south of the runway that can be accessed from a service road that itself can be accessed from Last Dollar Road. The land is currently unimproved but with some work could accommodate 100-200 vehicles. Town staff has met with TRA staff as well as the TRA board. Subject to the conditions set forth

below, both TRA staff and the TRA board are generally amenable to the Town utilizing the TRA land for up to three years for the purpose of addressing some of the Town's parking needs.

Parking Agreement Framework

A draft lease, attached hereto as **Exhibit A**, would permit the Town to begin utilizing the TRA land for parking this spring. The substantive provisions of the lease are as follows:

- No camping permitted (TRA will permit sprinter vans to park there for festivals)
- RV storage only (owners cannot remain in the RV overnight)
- The Town must patrol lot twice a day
- The Town is solely responsible for charging for parking
- The Town must identify system for transporting individuals to and from the lot
- The Town is solely responsible for cost and construction of roadway and parking lot improvements
- The Town must install all necessary signage
- Within six months of execution, Mountain Village must demonstrate it is taking substantive steps towards expansion of Gondola Parking Garage.

Financial Considerations

Town staff and TRA have negotiated a monthly lease of \$7,500 per month. As noted above, the Town is also responsible for the cost of all construction costs associated with the creation of the parking lot. The Town estimates construction of the lot will cost approximately \$75,000 - \$175,000, depending on the extent of the work the Town wishes to undertake. The Town will charge for parking, and the Town intends to enter into parking agreements with +Mountain Village businesses for their use of the lot. It is anticipated the Town will be able to cover some, but likely not all, of these costs, through day parking charges and parking agreements.

Proposed Motion

I move to approve the Parking Lease Agreement between the Town of Mountain Village and Telluride Regional Airport in substantially the form set forth in Exhibit A to the staff report.

Exhibit A

LEASE AGREEMENT

This LEASE AGREEMENT (“Lease”) is entered into this ___ day of April, 2022, by and between TOWN OF MOUNTAIN VILLAGE, COLORADO, a Colorado home rule municipality (the “Town”) and TELLURIDE REGIONAL AIRPORT AUTHORITY, owner of the public Telluride Regional Airport in San Miguel County, Colorado (the “TRAA”) (collectively the “Parties”).

RECITALS

WHEREAS, the Parties have the power to enter into this Lease pursuant to C.R.S. § 29-1-203, and the Town’s Home Rule Charter and the TRAA’s Bylaws, respectively; and

WHEREAS, the TRAA is the owner of certain real property located on the Telluride Regional Airport (the “Airport”), located at 1500 Last Dollar Rd., Telluride, Colorado (the “Property”); and

WHEREAS, the Property is not presently, nor projected to be in the near future, necessary for aeronautical operations at the Airport; and

WHEREAS, the Town is in need of a space for overflow parking for Town employees and construction workers expected to work on various Town projects starting summer 2022; and

WHEREAS, the Town and the TRAA have verbally agreed to allow the Town to construct a parking lot on the Property; and

WHEREAS, the Parties desire to formalize their verbal agreement by entering into this Lease in accordance with the terms and conditions hereof.

AGREEMENT

NOW, WHEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

- 1. Recitals.** The foregoing recitals are incorporated herein by reference.
- 2. Lease of Property.** Pursuant to the terms and conditions hereof, the TRAA hereby leases part of the Property depicted on Exhibit A to the Town, and the Town hereby accepts and leases the Property from the TRAA in its as-is condition with all faults.
- 3. Rent.** Rent is seven thousand five hundred dollars (\$7,500.00) per month, which shall be due and payable in full on the first (1st) day of each month. Rent shall be prorated in accordance with the start and end dates of the Term, if applicable.
- 4. Lease Term.** The term of this Lease shall begin on May 1, 2022 and continue until December 31, 2022 (the “Term”), unless sooner terminated as provided herein. The Parties shall have two (2) options to renew this Lease for additional one (1) year terms beginning on January 1, 2023, The Parties shall review the status of the Lease in November of each year. The Lease shall renew automatically, unless either party informs the other in writing of its intent to terminate the Lease at least thirty (30) days before the end of the Term. This Lease, and all of its terms and conditions, shall remain in effect for the duration of any renewal term.

5. **Use and Improvement of Property.** The Town intends to improve the access road on the Property and lay down gravel on raw land located south of the runway to create a parking lot as depicted in Exhibit A (the “Parking Lot”) for use as overflow parking by Town employees and construction workers expected to work on various Town projects starting summer 2022 (the “Use”). All costs incurred to construct, improve, and maintain the Parking Lot shall be borne solely by the Town.
6. **Town Management and Use Restrictions.** The Town shall be responsible for maintenance and management of the Parking Lot including, but not limited to, identifying a system for transporting individuals allowed to use the Parking Lot to and from the Parking Lot and charging such individuals for parking, if applicable. The Town shall install and maintain all necessary signage on the Property related to and for Use of the Parking Lot. No camping of any kind shall be permitted on the Parking Lot, except for Sprinter vans and like vehicles during festivals or other special events (“Special Events”). The Town shall provide reasonable advance notice to TRRA of such Special Events. Motorized and non-motorized recreational vehicles (“RVs”) shall be allowed on the Parking Lot for storage purposes only. The Town shall patrol the Parking Lot twice per day to ensure the Use is in conformity with this Lease. The Town’s duties apply only to maintenance of the Parking Lot and not to the Property generally.
7. **Insurance.** The Town shall maintain insurance in amounts that meet or exceed the current judgment limitation amounts set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-114, to cover losses occurring on the Parking Lot such as property damage, personal injury, or death. All such insurance policies shall name the TRAA as an additional insured.
8. **Gondola Parking Garage Expansion.** Within six (6) months of execution of this Lease, the Town shall demonstrate that it is taking substantive steps toward expanding the Gondola Parking Garage.
9. **Quiet Enjoyment.** The TRAA agrees that the Town shall peaceably and quietly hold, enjoy and occupy the Property for the Use and the Term herein without any hindrance, interruption, ejection or molestation by the TRAA or by any other persons whatsoever; provided, however, nothing herein shall limit the TRAA’s rights to require compliance with state, federal, or local laws or regulations.
10. **Indemnity.** To the extent permitted by law, the Town shall hold TRRA exempt and harmless, to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of TRRA or the Town) by reason of death or injury to persons or loss of or damage to property resulting from the Town’s operations on the Property, or anything done or omitted by the Town under this Lease, except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the intentional acts or omissions of TRRA, its agents or employees.
11. **Security Violations.** The Town will not do nor permit any of its contractors, employees, guests, or invitees (“Town Parties”) to do any act or thing upon the Airport that will conflict with or violate the requirements of the Transportation Security Administration’s or the FAA’s regulations regarding airport security or safety or TRRA’s approved security plan for the Airport. Any fines and/or penalties levied against TRRA for security or safety violations at the Airport caused by the Town or Town Parties while on the Airport shall be immediately due and payable to TRRA by the Town.
12. **Surrender of Possession.** If, upon expiration or termination of the Term or any renewal term, the TRAA does not grant further use rights to the Town or its assigns, the Town shall peaceably

surrender possession of the Property, including the Parking Lot and any improvements thereto made by the Town, to the TRAA.

13. Default. If either party fails to perform in accordance with the terms and conditions of this Lease or is otherwise in breach or default of any of the terms or conditions of this Lease (in any case, a “default”), then the non-defaulting party shall give notice of the default to the other party and that party shall have thirty (30) days thereafter in which to cure such default. If the nature of the default is not curable within such time period and the defaulting party is diligently proceeding in its efforts to cure the breach, the cure period shall be extended for a period not to exceed ninety (90) days, unless otherwise agreed by the non-defaulting party. Notwithstanding any other provision of this paragraph, no cure period shall be allowed for the following matters: any breach of the Town’s insurance obligations under paragraph 7 above; or any default that is not reasonably susceptible of cure. If a default is not cured within the applicable cure period, if any, then the non-defaulting party, at its election and without obligation to do so, may take such action and expend such sums as the non-defaulting party in its ordinary business judgment may deem necessary or appropriate to cure the subject default, in whole or in part, or to protect the interests of the non-defaulting party. All sums, including attorneys’ fees, incurred by the non-defaulting party in connection with the consideration or exercise of this remedy shall be due and payable from the party in default within ten (10) days after demand, from time to time. Any default by a party that is not cured within any applicable cure period established above may be enforced by any or all of the foregoing remedies, and any other remedies available at law or equity or by statute, and all such rights and remedies shall be cumulative with and non-exclusive of one another, and may be exercised concurrently or successively as the non-defaulting party may elect. No exercise of any one remedy shall constitute or be construed as an election to the bar of any other remedy. In connection with any exercise or pursuit of its remedies under this Agreement, whether or not legal proceedings are actually commenced, the non-defaulting party shall be entitled to recover from the other party any and all attorneys’ fees and court costs that the non-defaulting party may incur in connection therewith.

14. General Remedies. In the event that a default occurs under this Lease, the non-defaulting party shall have any and all remedies existing at law and equity, including termination of this Lease, suing for damages resulting from the uncured breach and specific performance. Should the Town’s breach remain uncured beyond the cure period set forth in paragraph 11 above, the TRAA shall be entitled, but not limited to, the right of eviction, termination of this Lease, suing for damages resulting from the uncured breach and any other remedy available to the TRAA in law or equity.

15. Notices. All notices required or permitted by this Lease shall be in writing and shall be effective and deemed received at the earliest of: (a) when actually delivered and received, personally, by mail, by messenger services or by fax delivery; (b) seventy-two (72) hours after being postmarked in the United States mail, certified, return receipt requested; (c) on the next business day after deposit for delivery by a nationally recognized overnight courier service such as Federal Express; or (d) on the date sent by e-mail, provided that a delivery receipt for the e-mail (which receipt may be automated), showing the date the e-mail was sent, is given to the sender. All such notices shall be furnished with delivery or postage charges prepaid and addressed to the respective parties as follows:

To the Town: Town Manager
 Town of Mountain Village
 411 Mountain Village Blvd.
 Mountain Village, CO 81435
 pwisor@mtnvillage.org

With a copy to: David H. McConaughy, Esq.
Garfield & Hecht, P.C.
901 Grand Ave., Ste. 201
Glenwood Springs, CO 81601
dmcconaughey@garfieldhecht.com

To the TRAA: Airport Manager
Telluride Regional Airport Authority
1500 Last Dollar Rd., Ste. 1
Telluride, CO 81435
kenny@tellurideairport.com

With a copy to: Peter J. Kirsch
Kaplan Kirsch & Rockwell LLP
1675 Broadway, Suite 2300
Denver, CO 80202
pkirsch@kaplankirsch.com

16. Time of the Essence. Time is of the essence hereof.

17. Entire Agreement. This Lease memorializes and constitutes the final, complete, and exclusive agreement and understanding between the Parties. It supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral. The TRAA acknowledge that no official, officer, employee, agent, attorney or other representative of the Town has made any promises or representations whatsoever, express or implied, which is not expressly contained in this Lease. The TRAA further acknowledges that it has not executed this Lease in reliance upon any representation, or in reliance upon any belief as to any fact not expressly stated in this Lease. This Lease may not be amended or modified, except in writing and signed by the Parties.

18. Binding Effect. This Lease shall be binding upon the Parties hereto, their successors or assigns, and shall not be assigned by anyone without prior written consent of the other respective party hereto.

19. No Third-Party Beneficiary. This Lease is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.

20. Severability. In the event any part of this Lease is found to be void, illegal, invalid or unenforceable under present or future laws, then, in such event, the remaining provisions of this Lease shall nevertheless be binding with the same effect as though such part was deleted and shall be construed to effectuate, as nearly as possible, the original intentions of the Parties based upon the entire agreement, including the invalidated provision.

21. Captions. The captions contained in this Lease are for convenience only and shall not affect the construction or interpretation of any provision herein.

22. Governing Law, Jurisdiction and Venue. This Lease is made within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity and enforceability. Personal jurisdiction and venue for any civil action commenced by either party to this Lease, whether arising

out of or relating to the Lease, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado.

- 23. Subordination.** The Town agrees that this Lease shall be subject and subordinate to the provisions of any existing or future agreements between the TRRA and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the TRRA of Federal funds for the development of the Airport (“Grant Assurances”). In the event that this Lease, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the TRRA has the right to amend, alter, or otherwise modify the terms of this Lease in order to resolve such conflict or violation. The Town further agrees that it shall not knowingly cause TRRA to violate any Grant Assurances made by the TRRA to the Federal Government in connection with the granting of such Federal funds.
- 24. Required Federal Provisions.** The Town acknowledges that TRRA is required by the FAA under the terms of its Grant Assurances to include in this Lease certain required contract provisions, included as Exhibit B hereto (“Required Federal Provisions”). The Town agrees to comply with the Required Federal Provisions and, where applicable, include the Required Federal Provisions in each of its subcontracts pertaining to the Parking Lot without limitation or alteration. The Town acknowledges that a failure to comply with the Required Federal Provisions constitutes a default. The Town further acknowledges that the FAA may from time to time amend such required contract provisions and agrees that the TRRA may unilaterally modify the Required Federal Provisions to the extent such modification is necessary to comply with its Grant Assurances by providing the Town with prompt notification of such modification.
- 25. Additional Airport Requirements.** TRRA reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Town, and without interference or hindrance. The Town agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) in the event any future structure or building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- 26. Attorneys' Fees; Survival.** Notwithstanding anything to the contrary, should this Lease become the subject of litigation to resolve a claim of default in performance, to the extent permitted by law, the prevailing party shall be entitled to reasonable attorneys’ fees, expenses and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Lease.
- 27. Non-Appropriation.** All direct and indirect financial obligations of the Town under this Lease are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If the Town’s governing body fails to appropriate funds for its obligations under this Lease, then the TRAA may invoke Section 10’s right to cure. No provision of this Agreement shall be construed or interpreted: (a) to directly or indirectly obligate the Town or the TRAA to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

28. Immunity. The Parties hereto understand and agree that neither the Town nor the TRAA waives or intends to waive by this Lease, or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended from time to time.

29. Authorization. The signatories to this Lease affirm and warrant that they are fully authorized to enter into and execute this Lease, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Lease have been made.

30. Counterparts. This Lease may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same agreement. Any such counterpart may be transmitted by e-mail (in PDF format), and any such counterpart so transmitted shall have full force and effect as if it were an original.

This Lease is executed by the Parties hereto as of the date first set forth above.

TOWN OF MOUNTAIN VILLAGE,
COLORADO

TELLURIDE REGIONAL AIRPORT
AUTHORITY

By: _____
Laila Benitez, Mayor

By: _____
Kenneth Maenpa, Airport Manager

Attest:

Susan Johnston, Town Clerk

STATE OF COLORADO)
)
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, as _____ on behalf of the Telluride Regional Airport Authority.

Witness my hand and official seal:

My commission expires:

Notary Public

EXHIBIT B

REQUIRED FEDERAL PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, TOWN, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "TOWN") agrees as follows:

1. **Compliance with Regulations:** TOWN will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** TOWN, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. TOWN will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by TOWN for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by TOWN of TOWN's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** TOWN will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of TOWN is in the exclusive possession of another who fails or refuses to furnish the information, TOWN will so certify to TRRA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of TOWN's noncompliance with the Non-discrimination provisions of this contract, TRRA will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** TOWN will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including

procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. TOWN will take action with respect to any contract or procurement as TRRA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if TOWN becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, TOWN may request TRRA to enter into any litigation to protect the interests of TRRA. In addition, TOWN may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. TOWN for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, TOWN will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. TOWN for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that TOWN will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, TOWN, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons

- displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
 - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. General Civil Rights Provision. TOWN agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If TOWN transfers its obligation to another, the transferee is obligated in the same manner as TOWN. This provision obligates TOWN for the period during which the property is owned, used or possessed by TOWN and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, TRRA will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. TOWN agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which TOWN grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.



Integrated Hydrologic Modeling of the San Miguel Watershed Using MIKE SHE

Introduction/Overview

The San Miguel watershed in Southwestern Colorado is home to abundant forests, steep mountains, the San Miguel River and its tributaries, world-class outdoor recreation opportunities, and towns with a long history of ranching, logging, and gold, silver, and uranium mining. Vegetation type and cover, precipitation and geomorphologic characteristics vary significantly from the headwaters to its confluence with the Dolores River to the northwest. Despite its relatively low population, the watershed's water quantity and quality are increasingly impacted by changing residential and commercial development, historic mining, agriculture, and changing climate. Although preliminary evaluations of forest health, water quality and quantity, and ecosystem integrity have been conducted, the fully integrated and dynamic groundwater-surface water hydrology of the entire watershed has not been studied. The need for such a study is explicitly described in the 2021 San Miguel River Non-consumptive Needs Assessment report¹ created for the San Miguel Partnership, a subcommittee of the Southwest Basin Roundtable.

The San Miguel Watershed Coalition (SMWC) and its partners propose to use MIKE SHE, a powerful, climate-driven, hydrologic/hydraulic software code developed by the Danish Hydrologic Institute (DHI), to construct a fully-integrated model of the entire San Miguel surface-subsurface watershed system. This robust, physics-based tool simulates a wide range of hydrologic issues, is FEMA approved, and provides detailed outputs for all system hydrologic processes, including wetlands/channel flows, soil moisture, complex aquifer flows, and discharge to streams, wetlands and springs. The tool can simulate irrigation diversions and applications, complex hydraulic structures and operations, evapotranspiration, and integrated water quality (i.e. stream temperatures, sediment, and metals). A MIKE SHE model of the San Miguel watershed will provide stakeholders with a powerful, living water management tool that a) improves understanding of fundamental integrated hydrologic system behavior and controlling factors, b) can predict a range of current and potential future impacts due to climate change, fires, floods, extended droughts, water quality degradation, and development, and c) can be used to help design and assess alternative engineering approaches that can achieve specific goals.

Objectives

This effort, led by the SMWC, with support from its technical partners – the Mountain Studies Institute, Integrated Hydro Systems LLC, and Buka Environmental – seeks to develop a powerful tool to help preserve our valuable water resources by pursuing a Colorado Water

¹ <https://drive.google.com/file/d/1gDQvRhyj9qW8aBq2hrgSfPljNeF5pcau/view>

Conservation Board (CWCB) Water Plan Grant. The grant, and support from our funding partners, would support the first phase of this living tool. The overview of tasks for Phase 1 is as follows.

1. Develop and calibrate a watershed-scale, integrated hydrologic model. A wide array of geospatial and temporal hydrologic data will be obtained and synthesized to support model development. The data will be organized into a central GIS spatial database housed by SMWC and will be made available for public download.
2. Simulate a range of future climate scenarios over the watershed to understand how system hydrologic conditions shift under a changing precipitation and air temperature regime. The focus of modeling will be on simulated changes to stream-aquifer flow (baseflow), which agricultural and environmental demands are most sensitive to.
3. Create a higher resolution, sub-watershed model and use it to improve our understanding of detailed hydrologic/hydraulic response to post-wildfire and wildfire mitigation under varying climatic scenarios. Dr. Jason Sibold of Colorado State University, a forestry expert with extensive local experience, will support this task. The results will provide resource managers with more detailed information to improve decisions aimed at increasing the watershed's resilience to a changing climate.
4. Present our findings to local stakeholders for feedback and additional interests. Our goal is for this tool to be a living resource for the San Miguel watershed communities into the future. Once calibrated, running additional scenarios using the model will be a relatively easy and cost-effective tool for evaluating continued water resource management options throughout the watershed.
5. Build a technical workforce in Southwest Colorado to ensure individuals in the community are adequately trained on the tool. We will partner with local and regional universities to organize and host an integrated groundwater/surface water workshop(s). The workshop will be held at Fort Lewis College, and we expect attendance from Western Colorado University, Colorado Mesa University, Colorado School of Mines, University of Colorado Boulder, and Colorado State University - Fort Collins.

Summary of Benefits

The model will improve our understanding of fundamental hydrologic dynamics throughout the San Miguel watershed under current conditions and will allow us to visualize and understand how the dynamics will change under a range of possible future climate scenarios. The initial effort will focus on impacts from climate change and wildfire and will present opportunities for examining scenarios related to agricultural water needs, water quality, ecological flows, restoration, flooding, infrastructure, land use, differing water management approaches, and the degree of success of proposed mitigation measures. The model will build on the 2021 Non-consumptive Needs Assessment conducted by Lotic Hydrological using the Colorado Water Conservation Board simulation model StateMod. A major advantage of MIKE SHE is its ability to simulate low flow (“baseflow”) conditions, which StateMod is unable to do. In addition, StateMod does not include the complex subsurface aquifer configurations that strongly influence baseflows. Low flow estimates are especially important for understanding current water

availability for agriculture and ecological needs and how conditions may change under future climate change and extended drought scenarios.

Draft Budget and Funding Requests: Phase 1 San Miguel Modeling

Table 1. Project Budget

Overview Description	Task	Cost
Data gathering and synthesis	Data collection and GIS synthesis	\$50,000
	Current climate projections	\$10,000
Calibration	Regional model	\$53,000
	Localized model	\$35,000
Scenarios	Regional scenario development and processing	\$35,000
	Wildfire burn and treatment scenarios	\$23,500
	Localized wildfire model	\$30,000
<i>Total budget required</i>		<i>\$236,500</i>

Table 2. Draft Funding Partner requests

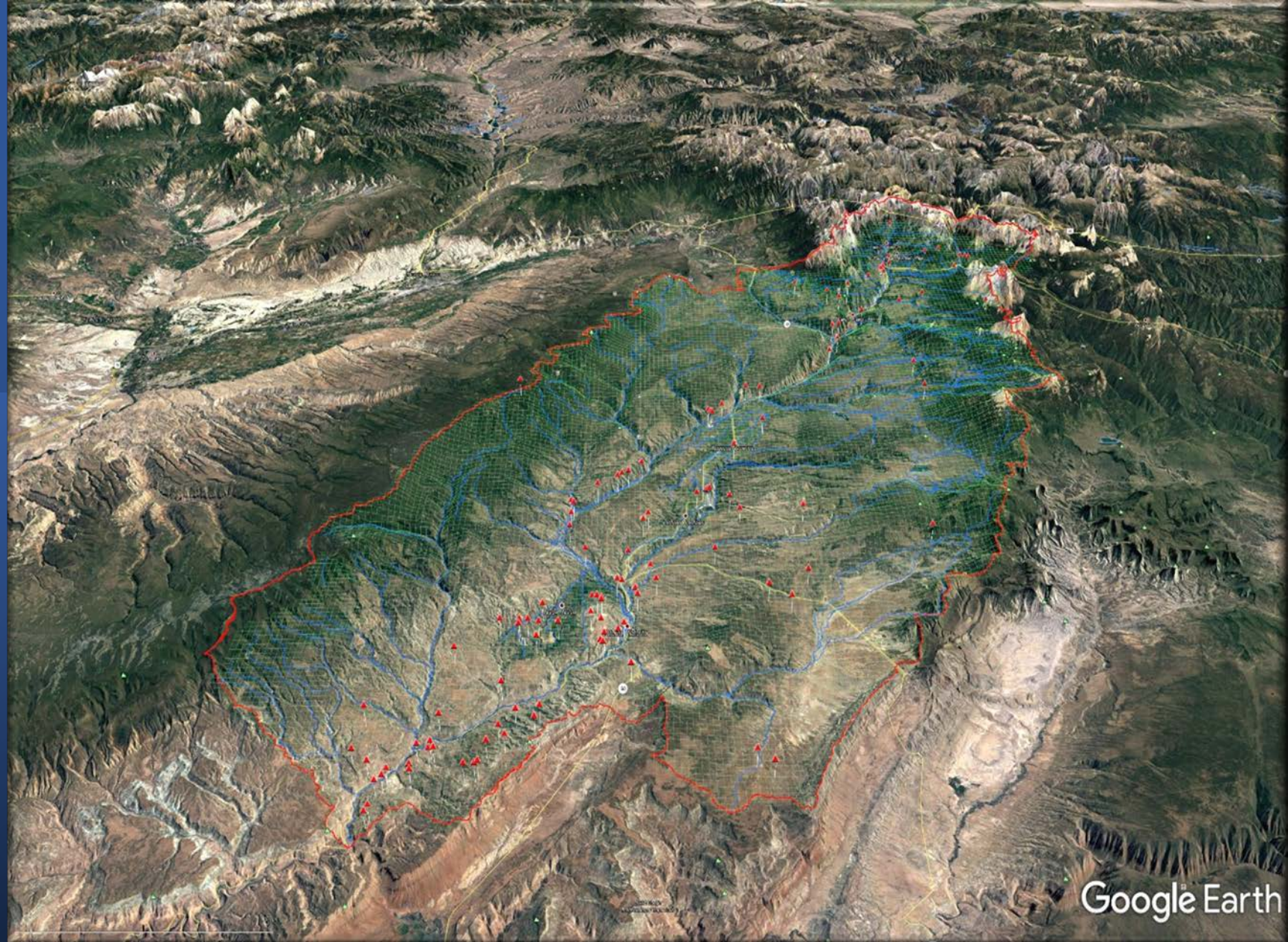
Funding Partner	Requested Amount
Colorado Water Conservation Board (CWCB)	\$150,000
Southwestern Water Conservation District	\$30,000
Town of Telluride	\$10,000
San Miguel County	\$10,000
Montrose County	\$10,000
Town of Mountain Village	\$10,000
Town of Norwood	\$2,500
Norwood Water Commission	\$2,500
Town of Ophir	\$1,000
Town of Naturita	\$500
Colorado State University	\$2,500
Fort Lewis College	\$2,500
Colorado School of Mines	\$2,500
Western Colorado University	\$2,500
<i>Total requests</i>	<i>\$236,500</i>

Sincerely,



Adrian Bergere
Executive Director
San Miguel Watershed Coalition

MIKESHE Integrated Hydrologic Modeling of the San Miguel Watershed

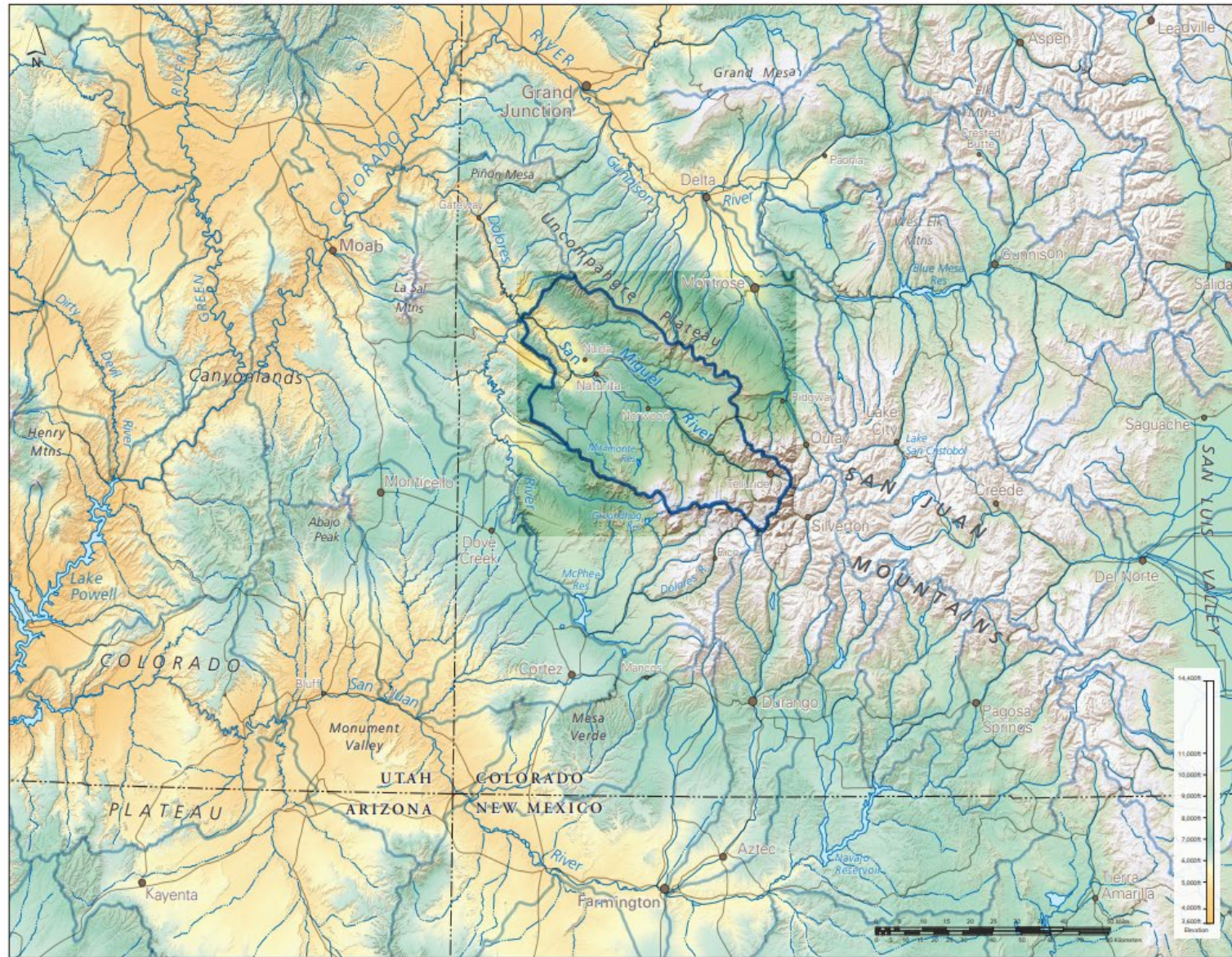


San Miguel Watershed

San Miguel Watershed



Map produced by
Benchmark Maps LLC
541.772.6965



San Miguel Watershed Needs

- **Assess changes to hydrologic flows & water quality from:**
 - *Forest treatment/Post-fire*
 - *Active/Legacy Mining - Water quality*
 - *Land use modifications (Agriculture, Urbanization)*
 - *Climate change*
 - *Flooding/drought*
 - *Water use, stream baseflow*
- **Mitigations**
 - *Structure designs/Operations*
 - *Engineered wetlands*
 - *Contaminated sites*
- **Optimizations (SMP)**
 - *Baseflow*
 - *Environmental flows*
 - *Recreational enhancements*

SAN MIGUEL PILOT PROJECT INTERIM REPORT

*Environmental and
Recreational Needs
Assessment*

March 2021

State of the San Miguel Watershed

- 2014 -



PREPARED FOR



COLORADO
Colorado Water
Conservation Board
Department of Natural Resources

PREPARED BY



Why Build a fully-integrated hydrologic model?

With a changing climate, it is imperative we have tools that allow for the creation of climate resilient watershed management strategies

Improve understanding of baseflow at higher temporal and spatial resolutions

Builds on and improves inputs into StateMod Water Allocation modeling

Improves fundamental understanding of hydrologic system functions

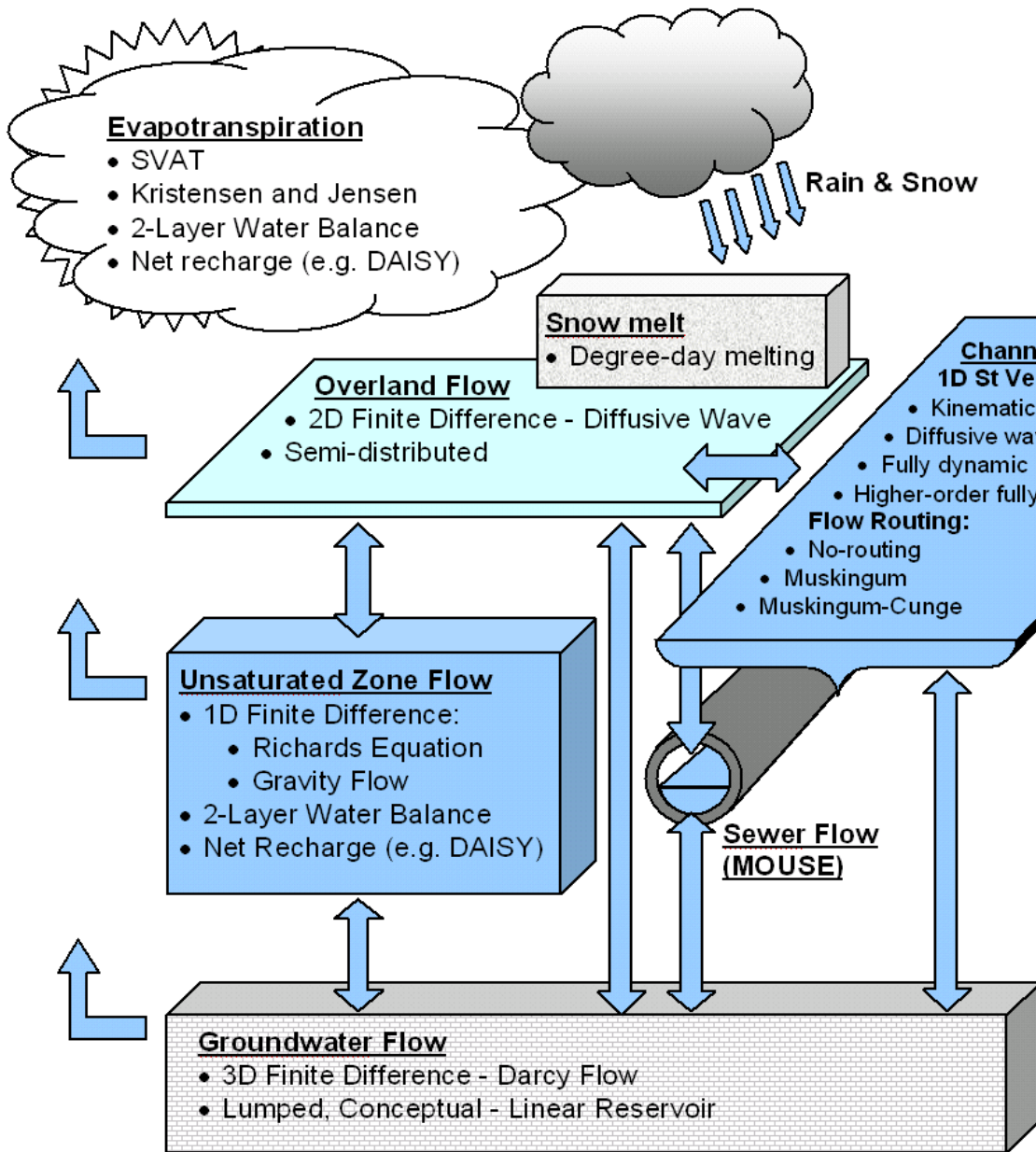
Simulates a broad range of problems

Accounts for all water flow paths, storage dynamics, and process flows

Aggregates temporal and spatial environmental data available to the public in one location



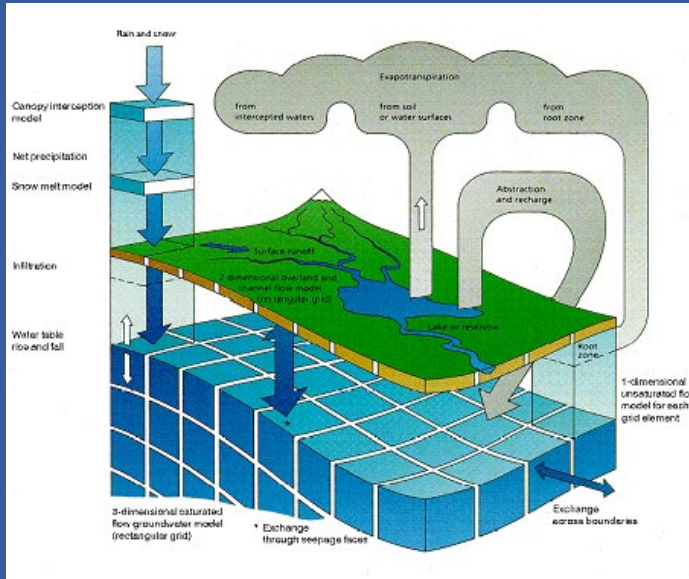
Why MIKE SHE as a model?



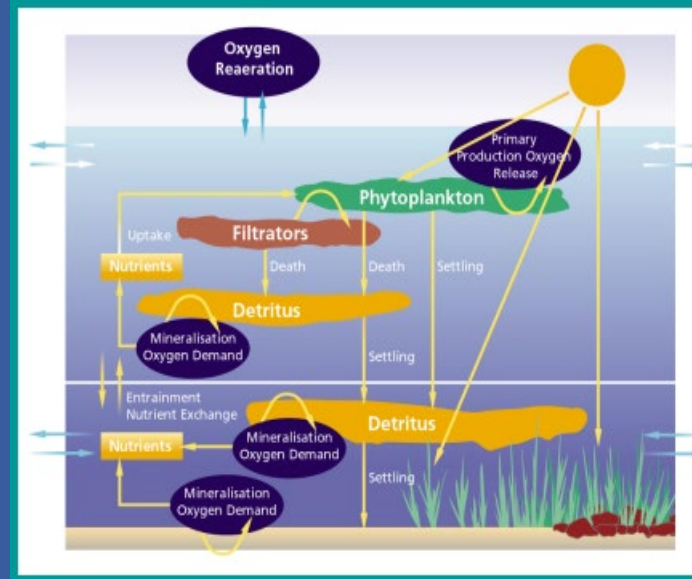
- Choice of spatial and temporal scales:
 - *Groundwater (days to years)*
 - *Surface water (seconds to hours)*
 - *Unsaturated flow (seconds to hours)*
- Advanced Graphical User Interface with GIS
- Flexible process couplings - all, or combinations
- Simple to complex solution methods
- Groundwater flow nearly identical to MODFLOW
- FEMA-approved, fully-hydrodynamic, hydraulic model
- Fully integrated advective fate/transport (water quality) within fully-coupled hydrologic model

Additional capabilities of MIKE SHE

MIKE SHE/MIKE 11



ECOLAB



- Fate and transport fully coupled to MIKESHE integrated flow model.
- ECOLAB code → models most standard water quality and Ecological processes

Hydrologic processes

- Stream flow
- Groundwater Levels
- Fluxes

Advection Dispersion

- Concentration & fluxes of solutes
- Temperature

Water quality

- Concentration & fluxes
- (nutrients, pesticides, organic & inorganic chemicals)

Ecological processes

- Status indicators
- Population, growth and health of species

San Miguel Watershed Proposal – Phase I

1) Collect/Synthesize environmental data for model inputs and public access

Input Stresses

- *Climate*
- *Aquifer pumping*
- *Diversions*
- *Irrigation*

System Framework

- *Subsurface geology*
- *Faulting/Structure*
- *Hydrogeologic input*
- *Soil distributions*
- *Vegetation*
- *Hydraulic stream network*

Calibration Data

- *Streamflow*
- *Groundwater levels*
- *Springs/Seeps*
- *Actual evapotranspiration*
- *Snow storage*

2) Develop & calibrate a regional-scale model for the San Miguel Watershed

3) Model regional scenarios

- *Climate change impacts to baseflow*

4) Develop & calibrate a local-scale, high resolution, model

5) Model local scenarios

- *Wildfire and wildfire mitigation in partnership with CSU*

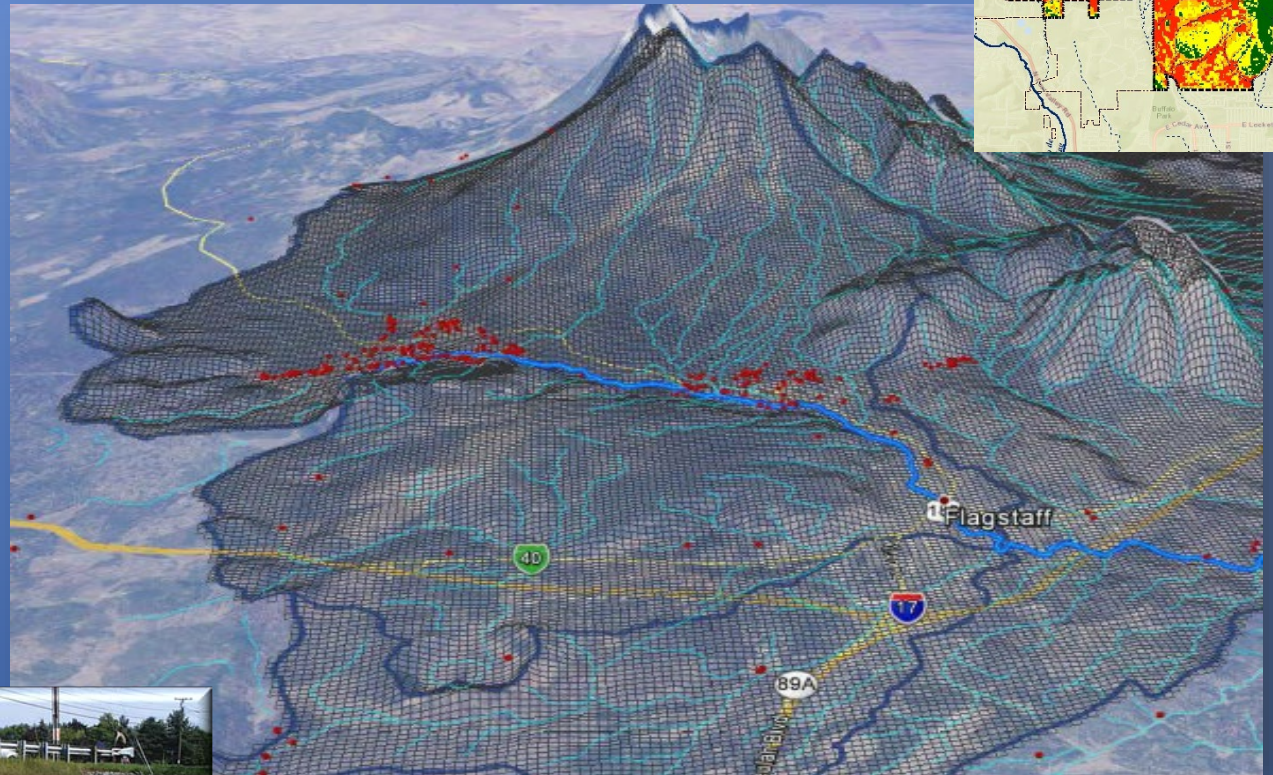
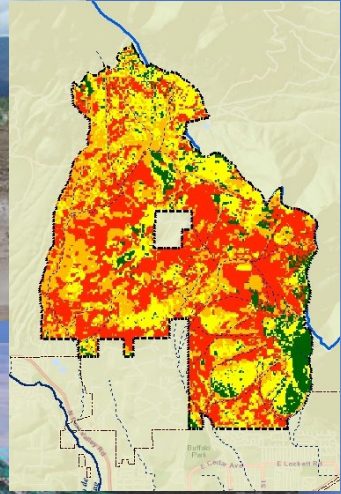
6) Integrated ground and surface water modeling workshop

Past Examples

Post-Fire Evaluations

Flagstaff, AZ

- IHS Created fully-integrated MIKESHE model (*Rio De Flag Watershed*)
- Post-Fire Flooding (*Wildland-Urban Interface*)
- Assessed:
 - City flooding
 - Forest treatment/burn scenarios
 - Infrastructure performance & risks



USDOE Rocky Flats Site, Golden CO

- Multiple fully-integrated MIKESHE models →
 - Range of problems, scales
 - Integrated fate/transport
- Extensively peer reviewed
- More than 20 years use
- Focus → site closure

Animation →



Engineered Landfills



Engineered Wetlands



Managed Ponds

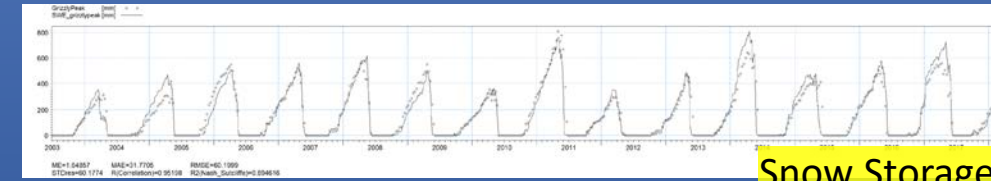
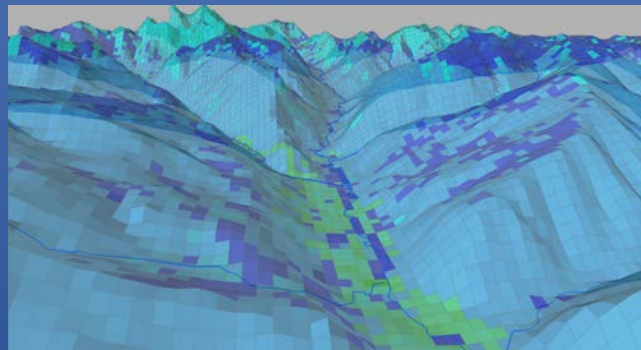
Snake River, Summit County, CO

- High alpine, snowmelt-driven watershed
- Resort town - 2 ski areas, rapid growth
- >100 legacy mines – impaired water quality
- Pine beetle impacts / high fire risk
- Fully-integrated MIKESHE

Animation →



Legacy Mine Discharge



Snow Storage



Summary

- Climate change, development, agricultural and recreational demands will all increase stresses on the San Miguel Watershed
- We propose a robust tool for San Miguel watershed planning and management
 - Basin-wide, climate-driven, coupled hydrologic model for San Miguel watershed
 - This will also provide a digital repository of environment spatial and temporal data for the community
- Phase I (this grant): Create regional and local models, evaluate climate change and wildfire scenario, host integrated ground and surface water modeling workshop
- Phase II (future work): Additional scenario development driven by stakeholders' interests.



TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8236

TO: Town Council

DATE: May 19, 2022

FROM: Lauren Kirn, Environmental Efficiencies and Grant Coordinator
Zoe Dohnal, Business Development and Sustainability Director

RE: Single-Use Plastics Reduction Ordinance

Executive Summary

In July 2021, the State of Colorado passed House Bill 21-1162 Management of Plastic Products. This bill goes into effect on January 1, 2024. It presents bans on single-use plastic carryout bags and expanded polystyrene (i.e., Styrofoam) products for qualifying retail food establishments and stores. The bill also implements a bag fee for recycled paper carryout bags and repeals a current law prohibiting local governments from enacting restrictions or bans on plastic products.

The Town of Mountain Village is proposing an ordinance, the Single-Use Plastics Reduction Ordinance, to ban specific single-use plastics products and implement a carryout bag fee of \$0.20. This ordinance places bans on single-use plastic bags and expanded polystyrene takeout food containers for all retailers within Mountain Village. The ordinance will go into effect on January 1, 2023. This ordinance advances the Town’s existing voluntary Disposable Plastic Bag Reduction Program and Voluntary Single-Use Plastic Reduction Initiative, as well as the Town’s Zero Waste Action Plan and Climate Action Plan. It not only aligns Mountain Village with other mountain towns’ disposable bag bans and fees but establishes Mountain Village as a leader in addressing single-use plastics within Colorado.

Attachments

- Attachment A: Single-Use Plastics Reduction Ordinance

Background

Plastic pollution is one of the world’s most critical issues. The issue is so pressing the United Nations adopted a resolution on March 2, 2022, to end plastic pollution. According to the U.S. EPA, the United States generates over 35.68 million tons of plastic waste, making it the world’s largest generator of plastic waste. The average American generates about 287 pounds of plastic waste per year. Over 14.5 million tons of this waste is plastic packaging, bags, and containers.

On July 6, 2021, the State of Colorado’s Governor Jared Polis signed into law [House Bill 21-1162 Management of Plastic Products](#), also known as the Plastic Pollution Reduction Act. This bill goes



TOWN OF MOUNTAIN VILLAGE

455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8236

into effect on January 1, 2024. House Bill 21-1162 was developed to reduce the State’s reliance on and consumption of plastic. The bill focuses specifically on single-use plastic carryout bags and food-related polystyrene products. HB21-1162 additionally repeals a 1989 state law prohibiting local governments from banning or restricting the use of sale of plastic products. The law will be effectively repealed on June 1, 2024.

Single-Use Plastic Ban Timeline

The timeline for HB21-1162 implementation is as follows:

- January 2023 - January 2024: 10-cent fee or higher imposed on recycled paper and single-use plastic carryout bags at stores
- January 2024: Single-use plastic bags banned at stores apart from unused inventory. Existing inventory may be supplied to customers at point of sale until June 1, 2024. Expanded polystyrene containers (e.g., Styrofoam) banned at restaurants apart from unused inventory. Existing stock can be used until depleted.
- July 2024: Local governments are allowed to impose more stringent restrictions and bans on plastic.

Mountain Towns Are Addressing Single-Use Plastics

Although the bill permits local governments to implement ordinances on single-use plastics starting in June 2024, mountain towns are and have been taking action for over a decade. The Town of Telluride was the first municipality in Colorado to pass legislation banning disposable plastic bags and implementing a bag fee. To date, ten mountain towns within Colorado have banned disposable bags and applied a bag fee. In 2021 alone, the municipalities of Breckenridge, Frisco, and Dillon all passed legislation banning single-use plastic bags.

Mountain Town	Disposable Plastic Bag Ban	Disposable Bag Fee ¹	Effective Date	Affected Businesses ²	Additional Plastic Restrictions or Bans
Telluride	Yes	\$0.10	January 1, 2011	Town Businesses and Grocers	
Aspen	Yes	\$0.20	May 1, 2012	Grocers	
Breckenridge	Yes	\$0.10	September 1, 2021	Retail Stores	
Steamboat Springs	Yes	\$0.20	October 1, 2019	Large Markets	
Crested Butte	Yes	Varies by business	September 1, 2018	All Businesses	
Vail	Yes	\$0.10	August 1, 2015	Grocers	
Avon	Yes	\$0.10	May 1, 2018	Retailers	Ban on expanded polystyrene take-out food containers (Jan. 1, 2021)



TOWN OF MOUNTAIN VILLAGE

455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8236

Frisco	Yes	\$0.25	September 1, 2021	Retail Stores and Restaurants	
Dillon	Yes	Varies by business	August 1, 2021	Markets	Ban on expanded polystyrene foam containers by restaurants
Carbondale	Yes	\$0.20	May, 2011	Grocers and Retailers	

1. The requirements of the disposable bag fee vary by ordinance. For example, in Telluride it applies only to Town Grocers although any Town Business may voluntarily opt in and apply the bag fee.

2. The definition of "market," "retail," and "business" differs by town ordinance. Some businesses are affected by the disposable plastic bag ban and not the bag fee.

Town of Mountain Village Single-Use Plastics Reduction Ordinance

Mountain Village has 182 businesses operating within the community. A combined total of about 20 stores and retail food establishments in Mountain Village will be subject to the state's requirements and restrictions. As stated in the Resolution for the Disposable Plastic Bag Reduction Program, "if it is found that the goals of this program are not being achieved through this voluntary Resolution, Town Council intends to immediately implement a mandatory Ordinance to the same effect complete with fines for non-compliance." The proposed Single-Use Plastics Reduction Ordinance serves as this mandatory ordinance and incorporates the restrictions and bans within HB21-1162. This ban will go into effect on January 1, 2023.

Mountain Town	Disposable Plastic Bag Ban	Disposable Bag Fee ¹	Effective Date	Affected Businesses ²	Additional Plastic Restrictions or Bans
Town of Mountain Village	Yes	\$0.20	January 1, 2023	Retailers	Ban on expanded polystyrene food takeout containers

Disposable Paper Bag Fee Program

Under this ordinance, the only disposable carryout bags permitted at point of sale are recycled paper bags. These bags may be provided to customers for a \$0.20 fee at point of sale. Per HB21-1162, stores will retain 40% of the collected fees, tax-exempt, and the remaining 60% will be remitted to the Town of Mountain Village. The Town will use these fees to develop and expand solid waste diversion programs and for associated education and outreach efforts.

Proposed Motion

We propose a motion to pass the Ordinance for Single-Use Plastics Reduction into law effective January 1, 2023.

TOWN OF MOUNTAIN VILLAGE
ORDINANCE NO. 2022-__

ADDING CHAPTER 8.03 TO TITLE 8 OF THE MUNICIPAL CODE TO ESTABLISH
SINGLE-USE PLASTIC REDUCTION.

RECITALS:

WHEREAS, through the adoption of the Climate Action Plan, the Town of Mountain Village (the “Town”) aspires to achieve carbon neutrality by 2050. Solid waste reduction is a priority climate action strategy for reducing community greenhouse gas emissions.

WHEREAS, in 2008, the Town adopted Resolution 2008-1016-12 which established a goal of zero waste by 2025 with interim goals in 2011 and 2018. To date, the Town has not met these interim goals. Greater municipal action is needed for measurable progress.

WHEREAS in 2012, the Town Council adopted, the Mayor concurring, Resolution 2012-0719-14, establishing a voluntary program to eliminate the distribution of non-compostable disposable shopping bags at all points of sale.

WHEREAS, the use and disposal of single-use plastics indisputably have significant adverse impacts on human and environmental health.

WHEREAS, the Town finds it necessary to update purchasing practices to effectively reduce the amount of waste generated and change waste generation behaviors.

WHEREAS, a local commercial recycling option does not exist for disposable plastic bags and polystyrene takeout containers as they are not accepted in recycling streams by waste haulers serving the Telluride Region.

WHEREAS, reducing use and disposal of plastic waste to landfills is a cost-effective and efficient way of reducing greenhouse gas emissions, conserving resources, reducing waste and litter, protecting human and environmental health, and increasing the quality of life for the Town’s residents and visitors.

WHEREAS, the disposable bag fees generated through this Ordinance will be used to fund environmental sustainability education and initiatives.

WHEREAS, this mandatory ordinance includes penalties for non-compliance.

WHEREAS, Town Council believes the best alternative to continued use of disposable bags is to promote the use of more durable, reusable bags; and

WHEREAS, the Town believes this Resolution will benefit the community economically and environmentally as awareness of sustainability measures and climate change continue to influence consumers' behavior.

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 8.03 to Title 8 of the Town of Mountain Village Municipal Code. Chapter 8.03, "Single-Use Plastic Reduction" is added to Title 8, "Health and Safety," of the Mountain Village Municipal Code to read as set forth in Exhibit A: Addition of Chapter 8.03 to Title 8 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 January 1, 2023, following public hearing and approval by Council on second reading.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the 19th of May 2022 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Section 7. Publication. The 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 April 21, 2022 and setting such public hearing for May 19, 2022 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 19th day of May 2022.

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

BY:

ATTEST:

Laila Benitez, Mayor

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, 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 April 21, 2022, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				

Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council’s approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2022 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 May 19, 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				
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 _____, 2022.

Susan Johnston, Town Clerk

(SEAL)

SINGLE-USE PLASTIC REDUCTION ORDINANCE

8.03.010 Purpose

The Town of Mountain Village's SINGLE-USE PLASTIC REDUCTION ORDINANCE (the "Ordinance") is an advancement of the Town's Voluntary Single-Use Plastic Reduction Initiative (TMV Resolution 2019-0718-13). The Ordinance supports the Town's goal of Zero Waste (TMV Resolution 2008-1016-12) and furthers the Town's voluntary Disposable Plastic Bag Reduction Program (TMV Resolution 2012-0719-14). The Ordinance prohibits the distribution of single-use plastic bags at all retailers and prohibits the distribution of expanded polystyrene takeout containers at all Grocery and Restaurants operating within Mountain Village. It also implements a 20-cent disposable carryout bag fee for all disposable carryout bags provided at point of sale; a portion of which will be remitted to the Town and the remaining amount to be retained by retailers as tax-exempt, non-revenue funds.

8.03.020 Definitions

Container. A receptacle upon which or inside which food may be placed for consumption, whether or not the receptacle can be fully closed. This includes hinged food containers, plates, bowls, cups, and trays.

Disposable Carryout Bag. A bag that is furnished to a customer at a store or retail food establishment at the point of sale for use by the customer to transport or carry purchased goods. A disposable carryout bag does not include:

1. A bag that a pharmacy provides to a customer purchasing prescription medication.
2. A bag that a customer uses inside a store to:
 - a. Package loose or bulk items, such as fruits, vegetables, grains, vegetables; nails, bolts, screws, or other small hardware items; live insects, fish, crustaceans, mollusks, or other small species; and bulk seed, bulk livestock feed, or bulk pet feed.
 - b. Contain or wrap frozen foods, seafood, meat, flowers, potted plants, or other items that could dampen or contaminate other items if they were to come in contact with other items.
 - c. Contain unwrapped prepared foods or bakery goods; or
 - d. A laundry, dry cleaning, or garment bag

Disposable Carryout Bag Fee. A Town fee of twenty cents (\$0.20) imposed and required to be paid at the point of sale by each customer making a purchase from a retailer for each recycled paper carryout bag used during the transaction.

Expanded Polystyrene. Blown polystyrene, commonly known as Styrofoam™, and any other expanded or extruded foam consisting of thermoplastic petrochemical materials utilizing a styrene monomer and processed by techniques that may include:

- For expandable bead polystyrene, fusion of polymer spheres;
- Injection molding;
- Foam molding; and
- For extruded foam polystyrene, extrusion blow molding.

Food. Any raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale, in whole or in part, for human consumption. Food does not include a drug.

On Premises. Any use while inside a building or on the area of land that it is on, rather than taken out for use elsewhere.

Point of Sale. A cash register, check-out stand, or other point at which a sales transaction occurs in a store, retail food establishment, or other business or, for products that are ordered remotely from a store or retail food establishment and delivered, the location where the products are delivered.

Plastic. A synthetic material made from linking monomers through a chemical reaction to create a polymer chain that can be molded or extruded at high heat into various solid forms retaining their defined shapes during their life cycle and after disposal. The assertions made in this document refer to fossil-derived plastics and to biologically-based polymer plastics.

Ready-to-Eat Food. Food that is cooked or otherwise prepared in advance for immediate consumption.

Recyclable. Material made solely of materials that are capable of being separated from a waste stream by a food service retailer and made available for collection and delivery to a processor for reuse or remanufacture into the same or other products.

Retailer. Any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including, without limitation, clothing, food, or personal items of any kind, directly to a customer. "Retailer" includes, without limitation, any department store, grocery store, hardware store, pharmacy, liquor store, restaurant, catering truck, convenience store, and any other retail store or vendor.

Recycled Paper Carryout Bag. A carryout bag made from 100% recycled material or other post-consumer content and is 100% recyclable.

Reusable Carryout Bag. A carryout bag that has all the following characteristics:

1. Designed and manufactured for at least 125 uses.
2. Weight-carrying capacity of at least 25 pounds over a distance of 175 feet.
3. Stitched handles

4. Made of cloth, fiber, or other fabric or a recycled material such as polyethylene terephthalate (PET).

A reusable carryout bag does not include bags made of biologically-based polymers such as corn or other plant sources; except that a carryout bag made of hemp is a reusable carryout bag if it is designed and manufactured in accordance with the aforementioned characteristics.

Single-Use Plastic Carryout Bag. A disposable carryout bag made predominantly of plastic derived from natural gas, petroleum, or a biologically-based source, such as corn or other plant sources, and that is provided to a customer at the point of sale.

8.03.030 Single-Use Plastic Bags Prohibited

Effective January 1, 2023, it is unlawful for retailers operating within Town of Mountain to distribute single-use plastic carryout bags to customers at any point of sale.

8.03.031 Expanded Polystyrene Takeout Food Containers

Effective January 1, 2023, it is unlawful for Restaurants and Grocery to distribute polystyrene takeout containers.

8.03.040 Implementation of Disposable Carryout Bag Fee

Effective January 1, 2023, retailers shall only offer customers reusable carryout bags or recycled paper carryout bags. At point of sale, a retailer may provide a customer with one or more recycled paper carryout bags or disposable carryout bag only if the customer pays a fee of \$0.20 per recycled paper carryout bag.

Nothing in this Chapter shall prohibit retailers from making reusable bags available for sale or at no cost to customers.

Nothing in this Chapter shall prohibit customers from using bags of any type that the customers bring into the store or from carrying away goods purchased by such customers that are not placed in a bag.

8.03.050 Disposable Carryout Bag Fee Requirements.

In providing carryout bags for a fee, a retailer shall

- (a) For each customer provided a recycled paper carryout bag for a fee, provide on the customer's transaction receipt a record of the number of carryout bags provided as part of the transaction and the total amount of fees charged for the carryout bags provided;
- (b) Not refund to the customer any portion of the disposable carryout bag fee, either directly or indirectly, or advertise or otherwise convey to customers that any portion of the disposable carryout bag fee will be refunded.

8.03.060 Disposable Carryout Bag Fee – Retention and Remittance

Retailers shall remit sixty percent (60%) of the collected disposable carryout bag fee to the Town. The remaining forty percent (40%) may be retained by the retailers. The disposable carryout bag fee is exempt from the Town's sales tax.

On a quarterly basis starting May 1, 2023 retailers shall remit from the total amount of disposable carryout bag fees collected in the previous quarter that amount that is owed to the Town:

1. To the Town's Finance Department
2. A retailer need not remit disposable carryout bag fees collected in any quarter which the collected fees total less than twenty dollars (\$20). The retailer shall retain those collected fees until the store has more than twenty dollars (\$20) worth of collected fees to remit and shall remit those fees as part of the next quarterly remittance.

8.03.070 Disposable Carryout Bag Fee – Exemptions

A retailer may provide a disposable paper bag to a customer with no fee if the customer provides proof that he or she is a participant in a federal or state food assistance program.

The disposable carryout bag fee does not apply to the following:

1. A bag that a pharmacy provides to a customer purchasing prescription medication.
2. A bag that a customer uses inside a store to:
 - a. Package loose or bulk items, such as fruits, vegetables, grains, vegetables; nails, bolts, screws, or other small hardware items; live insects, fish, crustaceans, mollusks, or other small species; and bulk seed, bulk livestock feed, or bulk pet feed.
 - b. Contain or wrap frozen foods, seafood, meat, flowers, potted plants, or other items that could dampen or contaminate other items if they were to come in contact with other items.
 - c. Contain unwrapped prepared foods or bakery good; or
 - d. A laundry, dry cleaning, or garment bag

8.03.080 Disposable Carryout Bag Fee – Authorized use of Funds

The portion of the disposable carryout bag fee revenue received by the Town shall be deposited as revenue in a designated waste reduction and reusable line item within the Town's budget to be used for the following purposes:

1. Producing and providing reusable bags to Town residents and guests;
2. Educating Town residents, retailers and guests about the impacts of waste on the Town's environmental health, the importance of reducing the number of disposable bags entering the waste stream, and the impact of disposable bags on the Town's waterways and the environment;

3. Creating public educational campaigns to raise awareness about waste reduction and recycling;
4. Funding programs and infrastructure that allows the Mountain Village community to reduce waste and recycle;
5. Purchasing and installing equipment designed to minimize waste pollution, including recycling containers and waste receptacles;
6. Funding community cleanup or collection events and other activities to reduce waste;
7. Maintaining a public website for the purpose of educating the Town's residents and guests on waste reduction efforts;
8. Providing educational information to customers about the disposable carryout bag fee;
9. Training Retailer staff in the implementation and administration of the disposable carryout bag fee;
10. Improving or altering infrastructure to allow for the administration, collection, implementation, and reporting of the disposable carryout bag fee; and
11. Paying for the administration of the disposable carryout bag fee.
12. Any recycling, composting, or other waste diversion programs and related outreach and education activities.

8.03.090 Disposable Carryout Bag Fee – Required Signage

Retailers shall display signage, clearly and visibly to customers, inside or outside of their establishments alerting customers to the disposable carryout bag fee.

8.03.100 Disposable Carryout Bag Fee - Audits

Each retailer shall maintain accurate and complete records of the disposable carryout bag fee collected and the number of disposable carryout bag fee provided to customers, and shall also maintain such books, accounts, invoices, or other documentation necessary to verify the accuracy and completeness of such records. It shall be the duty of each retailer to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years from the end of the calendar year of such records.

If requested, each retailer shall make its records available for inspection and audit by the Town during regular business hours so that the Town may verify compliance with the provisions of this Ordinance. To the extent permitted by law, all such records shall be treated as confidential commercial information.

8.03.110 Enforcement, Violations and Penalties.

Any person violating any of the provisions of this Ordinance shall be deemed to have committed a civil infraction for each and every day or portion thereof during which any infraction is committed, continued, or permitted and shall be subject to the penalties. Violations include, but are not limited to, failing, neglecting, or refusing to collect or pay the disposable carryout bag fee, or underpaying the disposable carryout bag fee. If any such infractions are committed, the Town's Finance Director shall make an estimate of the fees due, based on available information, and shall add thereto penalties, interest, and any additions to the fees. The Finance Director shall serve upon the delinquent retailer written notice of such estimated fees, penalties, and interest, constituting a Notice of Final Determination, Assessment, and Demand for Payment, (also referred to as "Notice of Final Determination") due and payable within 30 calendar days after the date of the notice. The retailer may request a hearing on the assessment from the Town.

If payment of any amount of the disposable carryout bag fee due to the Town is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due in the amount of:

1. A penalty of ten percent (10%) of total due;
2. Interest charge of one percent of total penalty per month

Any person violating any of the provisions of this Chapter shall be deemed to have committed a civil infraction for each and every day or portion thereof during which any infraction is committed, continued or permitted and shall be subject to the penalties contained in Chapter 1.08 of the Municipal Code.



TO: Mountain Village Town Council
FROM: Zoe Dohnal, Director of Operations and Development
Paul Wisor, Town Manager
Lauren Kirn, Environmental Efficiencies and Grant Coordinator
DATE: May 12, 2022
RE: Green Team

Executive Summary

Mountain Village's new dedicated Environmental Efficiencies and Grant Coordinator position has created greater expertise in the planning and execution of the Town's sustainability efforts. With this development, the functions of the Green Team have shifted, and at the recommendation of the Green Team co-chairs and Town staff, we look to redefining its role. The Town aims to be as efficient and effective as possible in reaching our environmental goals and serving the needs of the community.

Background

At the direction of the Town's previous Director of Plaza and Environmental Service the Green Team was formed in 2013, consisting of staff from each Town department. The charge was for members to develop the Town's environmental priorities and execute said priorities through their department's operations. While this structure encouraged municipal operations to become more environmentally efficient, the regional and community initiatives still needed further progress.

In May 2017, the Town of Mountain Village decided not to rehire the position of Director of Plaza and Environmental Service when the role was vacated. In response to losing a staff member who dedicated 30% of their role to sustainability efforts, new bylaws were adopted, and new members were appointed from a pool of Mountain Village constituents, Town staff, and council members. This committee brought a new focus to our community's environmental future. These dedicated volunteers enhanced the Town's environmental efforts, and collectively, with Town support, were able to execute several successful sustainability initiatives. One of the committee's greatest successes was advocating for the Town to hire a full-time dedicated environmental efficiencies staff member to provide a clear path forward to a more sustainable future for our region.

In August of 2021, the Town hired Lauren Kirn to be the dedicated Environmental Efficiencies and Grant Coordinator. The Town is honored to have Lauren's strong background and environmental expertise in developing and executing the Town's environmental priorities of carbon neutrality by 2050, zero waste by 2030, and others.

Discussion

The Town leverages the expertise of our environmental staff to analyze data, collaborate with regional partners, and align with state and federal environmental priorities. Our devoted staff member effectively strategizes our municipal, community, and regional short term and long-term goals based off greenhouse gas reduction metrics and industry advancements.



These strategies and successes are presented to the Green Team quarterly and shared with the community through a dedicated environmental newsletter. Current Green Team meetings allow for committee feedback and input and a public communication form dedicated to our environmental efforts allows for an open dialog with our constituents.

In the nine months since the hire of our Environmental Efficiencies and Grant Coordinator, it seems clear that the Town now has the ability to effectively plan and implement its environmental priorities and protect our beloved destination better than ever before.

Staff Recommendation

Staff and current Green Team co-chairs/council members recommend dissolving the Green Team in order to improve staff focus on key environmental targets. Additionally, this structure will allow for greater community input and reduce the workload on current committee volunteers.

Proposed Motion

I move to dissolve the Green Team Advisory Board as of May 19, 2022.



Agenda Item No. 10
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council
FROM: Michelle Haynes, Planning and Development Services Director, Rachel Shindman EPS, Andrew Knudtsen EPS, Paul Wisor, Town Manager, David McConaughy, Town Attorney
FOR: Town Council Meeting of May 19, 2022
DATE: May 13, 2022
RE: SECOND READING AND COUNCIL VOTE ON AN ORDINANCE REGARDING AMENDING CHAPTERS 16.01, 16.02, 17.3, AND 17.9 OF THE COMMUNITY DEVELOPMENT CODE CONCERNING AFFORDABLE HOUSING RESTRICTIONS AND ADOPTING HOUSING IMPACT MITIGATION REQUIREMENTS

Overview

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.

Adoption of community housing mitigation directly addresses the impact new construction has on the associated housing need generated by new development. Housing would then be satisfied through built units, payments or within a hierarchy of approaches to satisfy the requirement acceptable to the town.

SUMMARY

Town Council approved on first reading of an ordinance the mitigation methodology at the April 21, 2022 meeting. Staff was directed to make clarifying and conforming amendments regarding use and application of the worksheet and associated deed restriction regulations.

EXHIBIT

- A. Ordinance including exhibits A & B

SUMMARY OF EDITS FROM FIRST TO SECOND READING

1. We incorporated integration of the worksheet as an appendix to the CDC at Appendix 17-3. The worksheet will also be found on the website for download as its an interactive worksheet.

2. We amended the 2006 Affordable Housing Requirements to create more flexibility with new affordable housing units constructed in the Mountain Village.
3. We either conformed definitions with the existing definitions in the CDC or, defined terms, for the purposes of using the mitigation worksheet such as Net Floor Area.
4. We clarified how the zoning designations fit within the worksheet categories.
5. We removed the ability for a developer to request an exemption or reduction in the requirement.
6. We left in a provision for non-profits or volunteer-based organizations so long as they can demonstrate the new development shall not generate new employees.
7. Existing, and unbuilt employee density on a lot can count towards the mitigation requirement. See my notes below regarding this issue, I'm not seeing this language
8. The town proposes to adopt a 40% mitigation rate for commercial and a 60% mitigation rate for residential.
9. The cost per square foot mitigation rate is established as \$606 a square foot
10. The town agrees to graduate the mitigation requirements over the next four years. We apply the worksheet and then reduce it by the following percentages:
 - a. Year 1: Apply 25% of the mitigation requirement
 - b. Year 2: Apply 50% of the mitigation requirement
 - c. Year 3: Apply 75% of the mitigation requirement
 - d. Year 4 and thereafter: Apply 100% of the mitigation requirement
11. The mitigation worksheet implements the following three means to satisfy the mitigation requirement in an incentivized order of preference:
 - 1) Build in town and/or onsite
 - 2) Build out of town
 - 3) Payment in lieu

See comments on worksheet. Not consistent.

RECOMMENDED MOTION

I MOVE TO APPROVE AN ORDINANCE ON SECOND READING OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING CHAPTERS 16.01, 16.02, 17.3, AND 17.9 OF THE MUNICIPAL CODE (INCLUSIVE OF THE COMMUNITY DEVELOPMENT CODE) CONCERNING AFFORDABLE HOUSING RESTRICTIONS AND ADOPTING HOUSING IMPACT MITIGATION REQUIREMENTS AS ATTACHED AS EXHIBIT A AND DIRECT STAFF TO AMEND THE MUNICIPAL CODE ACCORDINGLY.

/mbh

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING CHAPTERS 16.01, 16.02, 17.3, AND 17.9 OF THE COMMUNITY DEVELOPMENT CODE CONCERNING AFFORDABLE HOUSING RESTRICTIONS AND ADOPTING HOUSING IMPACT MITIGATION REQUIREMENTS

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 (“Charter”); and

WHEREAS, pursuant to Charter Section 3.6(b), the Town Council of the Town of Mountain Village (the “Town Council”) has the authority to establish land use standards to provide for the present and future needs of the Town;

WHEREAS, Chapters 16.01 and 16.02 of the Mountain Village Municipal Code provide restrictions on affordable housing, Title 17 of the Municipal Code is known as the Town of Mountain Village Community Development Code (“CDC”), Chapter 17.3 of the CDC outlines zoning and land use regulations including workforce housing requirements, and Chapter 17.9 of the CDC is the Appendix containing maps, graphs, and worksheets related to CDC regulations; and

WHEREAS, development and construction of free-market residential housing, hotels, and commercial establishments creates impacts and burdens on the Town and its citizens including, among other things, maintaining adequate levels of public facilities, funding necessary capital improvements, and providing affordable and attainable housing for workers and local residents; and

WHEREAS, the Town engaged consultants to study the impacts of development and to recommend a methodology to require mitigation of housing impacts through construction of new housing and/or to establish, collect, and use housing impact fees under certain circumstances to address such impacts and burdens, the results of which are outlined in the Housing Mitigation Linkage Fee Nexus Analysis, dated March 9, 2022; and

WHEREAS, in compliance with Section 17.1.7 of the Mountain Village Municipal Code, the Town’s Design Review Board reviewed the analysis and provided a recommendation to Town Council on _____, 2022; and

WHEREAS, based on the Design Review Board’s recommendation and public comments, the Town Council desires to amend the CDC and adopt housing impact mitigation requirements to address the demand for affordable housing created by new free-market development 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. Amendments to CDC. The Town Council hereby amends the CDC as follows:

A. Chapters 16.01, 16.02, and 17.3 are hereby amended as set forth in Exhibit A, attached hereto. ~~Section 17.9.7 is hereby added to Chapter 17.9 to include Appendix 17-3, Town of Mountain Village Affordable Housing Mitigation Calculator.~~

B. ~~Chapters 16.01, 16.02, and 17.3 are hereby amended as set forth in Exhibit A, attached hereto.~~ Section 17.9.7 is hereby added to Chapter 17.9 to include Appendix 17-3, Town of Mountain Village Affordable Housing Mitigation Calculator, attached hereto as Exhibit B.

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 _____, 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 ___ day of _____, 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 ___ day of _____, 2022

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, 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. 2022-__ (“Ordinance”) is a true, correct, and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading 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 _____, 2022, 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 _____, 2022 in accordance with Section 5.2(d) 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 _____, 2022. At the public hearing, the Ordinance was considered, read by title, and approved ~~with~~ without amendments 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

Chapter 16.01 1997 EMPLOYEE HOUSING RESTRICTION

16.01.010 Purpose.

This Chapter shall govern the ownership, use and occupancy of Affordable Housing in the Town, ~~including all “Employee Apartment” and “Employee Dormitory” dwelling units (defined on the Official Town Plat) that were created prior to September 8, 2006. This Chapter shall also apply to all development that has contractually agreed to abide by the regulations contained herein.~~

Chapter 16.02 2006 EMPLOYEE HOUSING RESTRICTION

16.02.010 Purpose.

B. As of ~~the~~ September 8, 2006, this Chapter shall govern the ownership, use and occupancy of Affordable Housing Units and Affordable Housing Lots ~~(as defined in Sections 11.3.a. and 3.b., respectively)~~ in the Town, ~~which that~~ are created or purchased (with the buyer’s agreement) after September 8, 2006. This Chapter shall also apply to all development ~~which that~~ has contractually agreed to abide by the regulations contained herein.

16.02.060 Initial Sales of Affordable Housing.

A. 1. The initial sales price of Affordable Housing Units sold by the multi unit developer ~~shall be no greater than \$250 per square foot. The Town of Mountain Village Town Council may adjust this initial per square foot sales price annually~~ may be adjusted by annual resolution of Town Council, at its discretion. ~~Square footage shall be measured from the interior demising walls.~~

16.02.070 Resale of Affordable Housing Including Appreciation Limits.

B. Resale of Affordable Housing Units and Affordable Housing Lots shall be to qualified buyers as governed by Sections ~~F of this Ordinance.~~ 16.02.080 and 16.02.100.

C. The sales price for resale of an Affordable Housing Unit or Affordable Housing Lot ~~shall be calculated by allowing a 3% appreciation, compounded annually,~~ may be capped to a certain percentage of appreciation of the initial purchase price paid by the Owner, from the purchase date by the Owner, as set by annual resolution of Town Council, in its discretion.

D. ~~The 3%~~ Any percentage of appreciation will be prorated to the day when the notice of intent to sell the unit is received by the Housing Authority or its designee.

Chapter 17.3 ZONING AND LAND USE REGULATIONS

17.3.9 Workforce Housing Impact Mitigation Requirements.

~~A. — Lots or dwelling units with employee apartment, employee condominium, employee single family or employee dorm zoning designations (collectively “workforce housing”) are restricted to occupancy exclusively by persons who are employed within the Telluride R-1 District and their spouses and children.~~

A. Purpose. The purpose of this Section is to help provide housing that is affordable and attainable for persons who are employed within the Telluride R-1 School District, the demand for which is created by new free-market development. This is accomplished through the establishment of the housing impact mitigation requirements for new development that requires the production of Workforce Housing Units in the Town, outside of the Town, or, as a less preferred alternative, cash payments.

B. Applicability. The requirements of this Section apply to all new commercial and residential development within the incorporated limits of the Town as defined below. This Section also applies to a change of use that generates new employees. Can this Section be waived or varied under the PUD regulations?

C. Definitions. For the purposes of this Section, the following definitions shall apply:

1. “Commercial development” means any non-residential development involving the use of premises (land and building) for the purpose of conducting business, including but not limited to retail stores, restaurants, shopping centers, business offices, gas stations, hotels, motels and other accommodation, industrial uses and all other non-residential development including, but not limited to, Commercial and Government Projects, excluding Workforce Housing, as defined by Section 17.8.1. This term does not include Municipal Facilities as defined in Section 17.8.1.

a. For the purposes of the Mitigation Worksheet, “hotel and accommodation use” includes Efficiency Lodge Zoning Designation Units, Hotel Efficiency Zoning Designation Units, Hotel Zoning Designation Units, and Lodge Zoning Designation Units (if used as short-term rentals by legal agreement and precluded from residential use). If a Lodge Unit isn't restricted then it has to be treated as a multi-family unit?

2. “Employee” means a person who is employed or can show intent to be employed within the Telluride R-1 School District and maintains Residence in the Town. The Housing Authority, or its designee, shall determine whether a person qualifies as an Employee based on criteria including evidence of income earned within the Telluride R-1 School District, place of voter registration, place of automobile registration, driver’s license address, income tax records and public service involvement within the Telluride R-1 School District community. Employee includes those self-employed and independent contractors so long as their income is actually earned within the Telluride R-1 School District. A person not otherwise meeting the definition of employee may be qualified as an Employee by staff if that person is more than sixty (60) years of age and has been employed in the Telluride R-1 School District. Determination of Employee eligibility by the staff may be appealed to Town Council.

3. For purposes of the Mitigation Worksheet, “Net Floor Area” means the gross floor area minus any bathrooms, permanent storage areas (such spaces that can never be converted to commercial or other space that generates employees or parking demands as evidenced by physical separation, access or an appropriate legal restriction that runs with the property) or garages, and the gross floor area of any halls or stairs. This calculation excludes kitchen and storage areas associated with bar and restaurant use. How does this work for calculating the square footage of single family and detached condos?

4. “Residential development” means any development intended for primary use as a residence, including but not limited to attached and detached single-family dwellings, apartments, condominiums, townhouses, and cottages, and their associated outbuildings such as accessory dwelling units. This term does not include Workforce Housing Units

Tie to density

What are townhouses, cottages and associated outbuildings under the CDC?

a. For the purposes of the Mitigation Worksheet, “single family residential use” includes Single Family Zoning Designations and Detached Condominiums. Do you include ADU's in the square footage calc's?

b. For the purposes of the Mitigation Worksheet, “mixed use residential” means that portion of a mixed use building that is used or approved as residential development.

This can only be condominium units or lodge units of density under the CDC.

5. “Workforce Housing” means residential lots and dwelling units restricted by deed to use and occupancy by Employees and their spouses or domestic partners and children. This term is synonymous with “affordable housing” as used in Title 16 and throughout the CDC.

6. “Workforce Housing Restriction” means the deed restriction placed on Workforce Housing Units constructed pursuant to this Section. This term includes Employee Housing Restriction and Affordable Housing Restriction as used in Chapters 16.01 and 16.02, respectively.

7. “Workforce Housing Units” means dwelling units with Employee Apartment, Employee Condominium, Employee Dormitory, or Employee Single-Family zoning designations which are deed-restricted to occupancy by Employees and their spouses or domestic partners and children.

D. Calculation of Housing Impact Mitigation Requirements. As of the effective date of Ordinance No 2022-x, for all new commercial and residential development within the Town, the developer shall be required to mitigate the housing impacts of said development either by providing Workforce Housing Units or paying a fee in lieu in accordance with Appendix 17-3 Town of Mountain Village Affordable Housing Mitigation Calculator in Section 17.9.7 (“Mitigation Worksheet”). Can this be varied under the PUD reg's?

1. With a land use application for new commercial or residential development, the developer shall provide a completed Mitigation Worksheet. The burden is on the developer to demonstrate which areas of the proposed development count toward the calculation of Net Floor Area. different term used on work sheet

2. The developer shall decide whether to provide the Workforce Housing Units or make the payment-in-lieu, or some combination thereof. How does this decision work in connection with G and H below?

a. If the developer elects to make the payment-in-lieu, such payment is due upon submission of a building permit application.

b. If the developer elects to provide Workforce Housing Units on the same site as the proposed commercial or residential development, the developer shall include the Workforce Housing Units in the same design review and building permit applications as the proposed development.

c. If the developer elects to provide Workforce Housing Units off-site, either in the Town or outside of the Town limits, the developer shall submit a separate design review and building permit applications for the Workforce Housing Units.

i. If the developer elects to provide Workforce Housing Units off-site but “in the Town,” such units shall be located within the incorporated limits of the Town of Mountain Village.

ii. If the developer elects to provide Workforce Housing Units off-site but “outside of the Town limits,” such units shall be located within the boundaries of the San Miguel Authority for Regional Transportation (“SMART”) service areas.

23. Compliance with the requirements of this Section shall be a condition of issuance of a building permit for the proposed development.

a. The developer shall secure a certificate of occupancy for the Workforce Housing Units prior to or concurrent with the certificate of occupancy for the proposed development.

34. Housing mitigation and fees in lieu calculated pursuant to the Mitigation Worksheet shall be phased in as follows:

a. If a land use application is submitted on or before December 31, 2022, the developer shall be required to meet 25% of the housing mitigation and/or fees in lieu.

b. If a land use application is submitted between January 1, 2023 and December 31, 2023, the developer shall be required to meet 50% of the housing mitigation and/or fees in lieu.

c. If a land use application is submitted between January 1, 2024 and December 31, 2024, the developer shall be required to meet 75% of the housing mitigation and/or fees in lieu.

d. Any land use applications submitted on or after January 1, 2025 shall be required to meet 100% of the housing mitigation and/or fees in lieu.

45. The requirements of this Section shall not apply to development projects for which building permits have been issued as of the effective date of Ordinance No. 2022-x.

56. Town Council may amend the Mitigation Worksheet, by resolution, from time to time but no more than annually.

E. Exemptions. The following development shall be exempt from the requirements of this Section:

1. Municipal Facilities as defined in Section 17.8.1;

2. Workforce Housing Units created pursuant to this Section and other pre-existing deed-restricted housing;

3. Redevelopment of pre-existing use and change in use provided such activity does not generate new employees; How does this work if you rezone a condominium unit currently zoned as commercial to a residential condominium unit? Or vice versa, which activity generates new employees since the worksheet provides that all commercial and residential use generate employees.

4. Non-profit and volunteer-based organizations providing community benefits provided the developer can demonstrate the new development shall not generate new employees;

~~If any developer believes that a particular development generates fewer employees than provided for in the Mitigation Worksheet, the developer may make a request to Town Council for an exemption or reduction in the requirements and provide evidence demonstrating that the proposed development will generate fewer employees than expected pursuant to the Mitigation Worksheet. Town Council shall have sole discretion to determine whether any exemption or reduction shall be applied based on the evidence presented on a case-by-case basis and without creating binding precedent for any future project.~~

~~BF. Deed Restriction. Any Workforce Housing Units constructed pursuant to this Section shall be required to enter into an workforce housing restriction or agreement restricting use, zoning and occupancy of the units with the Town, such as a Workforce Housing Restriction, that will constitute a covenant that runs in perpetuity as a burden thereon and shall be binding on the owner and on the heirs, personal representatives, assigns, lessees, licensees and any transferee of the owner.~~

~~1. The form and content of the Workforce Housing Restriction or like agreement shall be reviewed and approved by the Town by resolution and may be amended by resolution from time to time Council and may be modified based on project-specific concerns at the discretion of Council.~~

~~2. Each lot or development that must provide workforce housing shall be subject to the workforce housing restriction in effect at the time of submitting a development or redevelopment application.~~

~~32. The Workforce Housing Restriction or like agreement shall be executed and recorded prior to the issuance of any certificate of occupancy.~~

~~4. For workforce housing developed after the effective date of the CDC, the workforce housing restriction shall run with the property in perpetuity and shall not be lost in the event of foreclosure.~~

~~5. For workforce housing developed prior to the effective date of this CDC, the old duration of the workforce housing restriction and covenant ran for an initial period of fifty (50) years and, at the option of the Town Council or its designee, may be extended for an additional period of fifty (50) years after public hearing and comment on the proposed extension.~~

63. The Workforce Housing Restriction ~~and covenant~~ like agreement shall be administered by the Town, or its designee, and shall be enforceable by any appropriate legal or equitable action including, but not limited to specific performance, injunction, abatement or eviction of noncomplying owners, users or occupants or such other remedies and penalties as may be provided by Colorado law or the ordinances of the Town.

EG. Density. ~~Certain Lots that~~ are required to construct and provide Workforce Housing Units concurrent with the free-market development allowed on a lot. ~~Such lots with workforce housing~~ are designated on the official land use and density allocation list. There is no language that indicates these units can be included in the mitigation requirement

1. Workforce Housing density assigned to a lot on the official land use and density allocation list or by an effective resolution shall be built concurrent with any free-market units on that lot, and workforce housing density cannot be transferred to the density bank or to another lot unless ~~the~~ Town Council determines, in its sole discretion, that the Workforce Housing density cannot be built on a site due to a practical hardship. Shall be built on the lot. How do you get credit for these units as part of your "mitigation requirement". As part of your mitigation, you can't buy out these units.?

a. If ~~the~~ Town Council determines a practical hardship exists, the applicant shall be required to transfer the unbuilt Workforce Housing density to the density bank pursuant to the rezoning and density transfer processes. What is a practical hardship?

What if you down zone a multi-family lot listed on the official lot list with 10 condo units and 2 employee apartments to one single family lot? Is that a practical hardship or do you have to built those two employee apartments and pay a mitigation fee on the single family home?

b. The owner of Workforce Housing density shall be responsible for all dues, fees and any taxes associated with that density and zoning until such time as the density is transferred to a lot pursuant to the rezoning and density transfer process.

DH. Compliance with Comprehensive Plan. The Comprehensive Plan also identifies the need to provide Workforce Housing as a part of the development of certain parcels as shown in each subarea plan's development table. Such Workforce Housing shall be developed in accordance with the Comprehensive Plan policies and be subject to the Workforce Housing Restriction. Does this mean that the dorm units shown on the Development Table in the Comp Plan must be physically built onsite? How does this integrate with the "mitigation requirements"?

EI. Pre-existing Deed Restrictions. Lots that were developed prior to the effective date of the CDC ~~shall~~ bear subject to the ~~workforce housing deed~~ restriction in effect on the property unless ~~the~~ property owner elects to convert to a newer Workforce Housing Restriction.

1. Workforce Housing developed prior to the effective date of the CDC is subject to an employee Workforce Housing Restriction that has a provision that removes the deed restriction upon foreclosure by a Public Trustee in accordance with Section 16.01.120.

2. Even if the Workforce Housing Restriction is removed upon foreclosure, a rezoning is required to change the zoning designation from an employee-Workforce Housing designation to a free-market zoning designation.

3. During the review of any zoning amendment that involves a foreclosed Workforce Housing Unit that has a deed restriction that is effectively removed upon foreclosure, the Town shall determine if the Workforce Housing density assigned to the lot was a part of the original density in the Density Limitation or if such is considered Workforce Housing bonus density that was granted after the Town's incorporation. If it is Workforce Housing bonus density, ~~the~~ Town Council may, in its sole discretion, either deny a zoning amendment because the change to a free-

market unit would increase the Density Limitation, or require the applicant to transfer the needed density from the density bank or another lot prior to approving the ordinance approving the zoning amendment. Any denial of a rezoning in this situation shall allow the continuation of the employee Workforce Housing zoning designation as an unrestricted free-market unit since such is not encumbered by a deed restriction.

4. Free-market housing may only be allowed on active open space in the event that the employee Workforce Housing deed Restriction is terminated in the event of foreclosure by the holder of the promissory note secured by a first deed of trust (other private seller financing) on an Workforce Housing Unit and subject to the issuance of a public trustee's or sheriff's deed to the holder of the promissory note or governmental agency guaranteeing, insuring, or acquiring the promissory note from the holder.

a. In the event of the foreclosure of a Workforce Housing Unit located on a lot zoned as active open space, ~~the~~ Town Council shall not rezone such to a non-open space zone district and/or to another non-Workforce Housing zoning designation unless:

i. The applicant provides Replacement Open Space that is deed restricted in perpetuity; and,

ii. The applicant transfers density from the density bank for the unit to ensure the Density Limitation is not exceeded by the rezoning.

5. Workforce Housing Units pay half the tap fee of a free-market unit. ~~T~~therefore, any foreclosure action that results in a rezoning development application to a free-market condominium shall only be approved by the Town if the full tap fee is paid.



AFFORDABLE HOUSING MITIGATION CALCULATOR

INSTRUCTIONS

1. Input project details and size for relevant development type(s) in green boxes
2. Resultant required housing mitigation/fee-in-lieu can be found in yellow boxes (total) and blue boxes (by mitigation type)
(Note that blue boxes represent mitigation required if all requirement is mitigated using that method)
3. Enter amount of housing to be mitigated/fee to be paid by mitigation type in green boxes
4. Ensure total mitigation amount, accounting for all types, totals 100% of requirement

1. PROJECT & APPLICANT

Project Title	<input type="text"/>	Project Address	<input type="text"/>
Applicant Name	<input type="text"/>	Applicant Address	<input type="text"/>
Applicant Phone	<input type="text"/>	Applicant Email	<input type="text"/>
Date	<input type="text"/>		

Net floor area of commercial space proposed:	<input type="text"/>	sq. ft.
Number of hotel/accommodation units proposed:	<input type="text"/>	units
Number of free market multifamily residential units proposed:	<input type="text"/>	units
Number of free market single family residential units proposed:	<input type="text"/>	sq. ft.

number of units or net floor area Do you include square footage of ADU's?

2. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS *I don't understand the term "net space increase"*

For commercial uses:

x 2.00 employees / 1,000 sq.ft. x 400 sq.ft./employee x 40% mitigation = sq. ft. employee housing
net space increase (sq. ft.) Net floor area?

For hotel and accommodation uses:

x 0.50 employees / unit x 400 sq.ft./employee x 40% mitigation = sq. ft. employee housing
number of lodging units

For multi-family residential and mixed-use residential uses: *If I propose to construct a 8,000 condominium unit I only have to count it as one dwelling unit*

x 0.19 employees / unit x 400 sq.ft./employee x 60% mitigation = sq. ft. employee housing
number of dwelling units Dwelling units or density units? These can only be either condominium units of density or lodge units of density right?

If I propose to construct a 8,000 square foot single family home on a single family lot or a detached condominium, my mitigation is higher than an 8,000 square foot condo?

For single family residential uses:

x 0.12 employees / 1,000 sq.ft. x 400 sq.ft./employee x 60% mitigation = sq. ft. employee housing
net space increase (sq. ft.) Assuming ADU's now are counted in the square footage for purposes of calculating mitigation for both single family lots and detached condominiums? Isn't that counter to your new regulations expanding the ability to construct ADU's?

TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT = sq. ft. employee housing

Town of Mountain Village
Affordable Housing Mitigation Calculator

2. MITIGATION OPTIONS AND REQUIREMENTS

	Total Employee Housing Required			Net Required Mitigation
Units in Town				
Commercial:	0 sq. ft.	-30% discount		0 sq. ft.
Hotel and accommodation:	0 sq. ft.	-30% discount		0 sq. ft.
Multi-family residential and mixed-use residential:	0 sq. ft.	-30% discount		0 sq. ft.
Single family residential:	0 sq. ft.	-30% discount		0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	0 sq. ft.	-30% discount		0 sq. ft.
Units Out of Town				
Commercial:	0 sq. ft.	-15% discount		0 sq. ft.
Hotel and accommodation:	0 sq. ft.	-15% discount		0 sq. ft.
Multi-family residential and mixed-use residential:	0 sq. ft.	-15% discount		0 sq. ft.
Single family residential:	0 sq. ft.	-15% discount		0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	0 sq. ft.	-15% discount		0 sq. ft.
Fee in Lieu				
For commercial uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
For hotel and accommodation uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
For multi-family residential and mixed-use residential uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
For single family residential uses:	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	0 sq. ft.	0% discount	x \$606 /sq.ft.	\$0

3. PROPOSED METHODS OF MEETING AFFORDABLE HOUSING MINIMUM REQUIREMENTS

Fill in all that apply:			% of Requirement	Remainder to reach 100%
To be constructed within the Town of Mountain Village	[]	sq. ft.	0%	0 sq. ft.
To be constructed within the Region	[]	sq. ft.	0%	0 sq. ft.
Fees in Lieu to be paid	[]		0%	\$0
4. Mitigation Requirement Met			0%	

To the Mountain Village Town Council:

On the agenda for the May 19th, 2022 Town Council agenda there is a discussion regarding the Green Team and its future. To the surprise of its members, the Green Team was informed by the Town Manager that this committee was to be dissolved. We were disappointed to hear about this. We are aware that there have been comments within the community and within the Team that the Green Team has changed.

The members of the residential and TMVOA sector do not want to see the green team disbanded.

Facts about how and why the Green Team was formed.

- After the departure of the part-time sustainability manager for the Town of Mountain Village, the job was left in limbo for a few years. **In June of 2017**, it was brought to Council to determine how the Town would proceed without a sustainability manager. It was then decided that the Green Team should be formed with members from TSG, TMVOA, residents from the community, and two council members to create what was perceived as a well-balanced group.
- Our signature event that we had was Town Cleanup Day. Most of the team knew that that was not enough to affect real change. We started building ideas that we needed to move forward including the Climate Action Plan Model and other programs including solar and composting.

The Team was successful because there was communication among all of us.

- Covid. When Covid hit, the Green Team survived by pushing forward more ideas and projects including composting, plastics elimination, Living Like a Local, the Climate Action Plan model, and others, **without the assistance of staff**. The staff liaison was taken away from their Green Team responsibilities to shift the energies of the town elsewhere.

At that time, the chair and vice-chair took over to continue the quest for green environmental behaviors. We scheduled meetings, managed the work plan, tracked ideas and implemented them, and communicated with Town staff, Green Team members, and our regional partners.

When staff finally was able to return, communication between staff and the members of the team gradually began to diminish. The Team simply feels that our expertise, observations, and suggestions were not perceived as important or useful by the staff.

Do we need the green team anymore?

The main goal of the green team was to continue to change the culture and behavior of staff and residents by prioritizing green behaviors and systems.

- *We do not feel that this has happened.*

Even though a staff member was hired to work 20% of the time working on Green Team ideas and the Climate Action Plan model, 80% was for grants. Communication about current green goals and objectives has been severely lacking.

We do not know which direction the Green Team needs to move in, but we do know that it should continue.

The majority of the Green Team has a huge collective experience of years in the environmental fields whether in volunteer or professional mode. That number is over 100 years collectively. Three of the members are actually past elected officials so they have a firm grip on how municipalities operate. We are here to help staff through our experience, our own personal continuing education, and observations of current and potential new ideas.

We are not looking to eliminate the Green Team, but instead, we should be asking the question “What do we look like now and how do we operate in this new structure”?

None of us expected the Team to be eliminated. All of us believe that this is a community group to help advise moving it in the right direction based upon our experiences, knowledge, and understanding of those guiding principles and priorities.

Our adjacent neighbors feel that it's essential to all be working on environmental behaviors and culture together not in a silo.

The members of the Green Team have a very deep understanding of all aspects of waste diversion, carbon reduction, locally grown food, and efficient uses of resources among many others.

Like all of the subcommittees in our community, the Team wants to have an impact, and continuing the Green Team is the best way to do that in this.

It is imperative that Council remembers that the Town staff works for the taxpayers. They should welcome and appreciate the voices of their constituents. The taxpayers should not be ignored.

We are hoping that Town Council will postpone the suggestion to dissolve the Green Team until after our regularly scheduled June 7 meeting.

Thank you for your consideration,

Cath Jett
Jonathan Greenspan
Jonette Bronson
Marla Meridith

Residential and TMVOA members of the Green Team

