

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL MEETING
THURSDAY, JANUARY 19, 2023, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED****

https://us06web.zoom.us/webinar/register/WN_iekOzWTmRe69CFDP8DSfYA

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	5			Public Comment on Non-Agenda Items
3.	2:05	5	Broady	Swearing In	Oath of Office for Municipal Judge Dennis Friedrich
4.	2:10	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of the December 8, 2022 Town Council Meeting Minutes b. Consideration of Approval of the January 4, 2023 Special Town Council Meeting Minutes
5.	2:15	10	Johnston A Benitez	Action <i>Quasi-Judicial</i>	Liquor License Authority: a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area
6.	2:25	10	Lemley	Informational Action	Finance: a. Presentation of the December 31, 2022 Business & Government Activity Report (BAGAR) b. Consideration of Approval of the November 30, 2022 Financials
7.	2:35	15	McConaughy Ward Haynes Wisor	Action	Mountain Village Housing Authority: a. Second Reading, Public Hearing and Council Vote on an Ordinance Conveyance of Lot 644 from the Town of Mountain Village to the Town of Mountain Village Housing Authority b. Consideration of a Resolution Expressing the Intent of the Issuer to be Reimbursed for Certain Expenses Relating to the Acquisition of Property in Ilium for the Purpose of Residential Workforce Housing
8.	2:50	30	Haynes Wisor	Work Session	Discussion Regarding the Lot 644 Deed Restriction Framework and Lottery Priority
9.	3:20	20	Walters	Informational	Community Forestry Program Update and State of the Forest Report
10.	3:40	5	Ward	Action <i>Quasi-Judicial</i>	Consideration of Resolution Approving a Conditional Use Permit for a Driveway on Lot OSP 18A <i>The Applicant has Requested that this Item be Continued to the February 16, 2023 Town Council Meeting</i>
11.	3:45	5	Haynes Ward	Action	Consideration of a Resolution for a Major Subdivision to Replat Portions of Property Between Lot 109R and OS-3-BR-2 <i>To be Continued to the March 16, 2023 Town Council Meeting</i>
12.	3:50	90	Applicant Ward	Action <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Major Planned Unit Development (PUD) Amendment to the Formerly Named Mountain Village Hotel PUD, to

			Haynes		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>Continued from June 16, 2022, August 18, 2022 and November 17, 2022</i>
13.	5:20	15			Dinner
14.	5:35	20	Applicant Haynes	Action <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Rezone of Portions of Town Owned Village Center Active Open Space (OS-3-BR2) to 109R PUD, and 109R PUD to Village Center Active Open Space (OS-3- BR2) Consistent with CDC Section 17.4.9
15.	5:55	15	Wise Latcham Kalyk	Informational	Staff Report: a. Economic Development and Sustainability i. Telluride Conference Center Seasonal Update
16.	6:10	20	Town Council	Informational	Council Boards and Commissions Updates: 1. Telluride Tourism Board - Berry 2. Colorado Flights Alliance - Gilbride 3. Transportation & Parking – Mogenson/Duprey 4. Budget & Finance Committee – Gilbride/Duprey/ Mogenson 5. Gondola Committee – Caton/Berry/Prohaska 6. Colorado Communities for Climate Action – Berry 7. San Miguel Authority for Regional Transportation (SMART) – Berry/Prohaska/Mogenson 8. Telluride Historical Museum – Prohaska 9. Alliance for Inclusion – Prohaska 10. Green Team Committee- Berry/Prohaska 11. Business Development Advisory Committee – Caton/Duprey 12. San Miguel Watershed Coalition – Prohaska 13. Telluride Mountain Village Owners Association Governance Auxiliary Committee – Duprey 14. Wastewater Committee – Duprey/Mogenson 15. Mayor's Update – Benitez
17.	6:30	5		Informational	Other Business
18.	6:35	110		Legal	Executive Session for the Purpose of: a. 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, In Connection With the Acquisition of Approximately 55 Acres Known as the Alexander Parcel Pursuant to C.R.S. 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, In Connection With the Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(b) and (e) 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, In Connection the Telluride Conference Center Pursuant to C.R.S. 24-6-402(4)(b) and (e) d. 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, In Connection With the Acquisition of Land Pursuant to C.R.S. 24-6-402(4)(a), (b), and (e)
19.	8:25				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_iekOzWTmRe69CFDP8DSfYA

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

Zoom participation in public meetings is being offered as a courtesy, however technical difficulties can happen and the Town bears no responsibility for issues that could prevent individuals from participating remotely. Physical presence in Council chambers is recommended for those wishing to make public comments or participate in public hearings.

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
MINUTES OF THE DECEMBER 8, 2022
REGULAR TOWN COUNCIL MEETING
DRAFT**

Agenda Item 4a

The meeting of the Town Council was called to order by Mayor Laila Benitez at 2:00 p.m. on Thursday, December 8, 2022. The meeting was held in person and with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

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

Also in attendance were:

Paul Wisor, Town Manager	Sean DeLand
Michelle Haynes, Assistant Town Manager	Kiera Skinner
Susan Johnston, Town Clerk	Mike Foster
Kim Schooley, Deputy Town Clerk	Garret Smith
David McConaughy, Town Attorney	Elly Schaefer
Lizbeth Lemley, Finance Director	Heather Widlund
Julie Vergari, Assistant Finance Director	John Bennett
Chris Broady, Police Chief	Kenny Maenpa
Adam Menter, Police Officer	Jason Zende Del
Amy Ward, Community Development Director	Anne Reissner
Kathrine Warren, Public Information Officer	Jason Criado
JD Wise, Economic Development & Sustainability Director	Yvette Rauff
Lauren Kirn, Environmental Efficiencies & Grant Coordinator	Patrick Latcham
Jaime Holmes, HR Director	Stephanie Fanos
Connor Reilly, VCA Manager	Chris Hawkins
Jodi Miller, Office Manager/Evidence Custodian	Ronald Whitcomb
Matt Moir, Deputy Police Chief	Ryan Dohnal
Erica Moir, Police Officer	Tom Richards
Jim Soukup, Chief Technology Officer	David Averill
Molly Norton, Community Engagement Coordinator	John Miller
Lindsay Niehaus, HR Coordinator	Victor Toce
Claire Perez, Planner	Cheryl Miller
Lauren Tyler, GIS Administrator	Rick Greubel
Kate Burns, Controller	Amy H.
Jim Loebe, Transit & Recreation Director	Tyler Gibbs
Chris Paulk	Chad Horning
Kevin Younger	Stefanie Solomon
Luke Weidner	Max Kay
Bryan Woody	Chris Neylan
Sam Barnes	John Pandolfo
Jolana Vanek	Art Bonavoglia

Public Comment on Non-Agenda Items (2)

There was no public comment.

Swearing in and Introduction of: (3)

a. Officer Peter Menter

Police Chief Chris Broady introduced Officer Peter Menter. Mayor Benitez swore in Officer Menter.

Telluride Tourism Board (TTB) Marketing Update (4)

Telluride Tourism Board Executive Director Kiera Skinner presented. Council discussion ensued.

Consideration of the Village Court Apartments Phase IV West Building Floor Plan, Cost and Considerations (5)

Triumph Development West representatives Mike Foster and Garret Smith and Town Manager Paul Wisor presented. The Mayor opened a public hearing. Public comment was received from Chad Horning, Chris Neylan, Bryan Woody, Luke Weidner, Sam Barnes, and Katie Adams. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Dan Caton, Council voted 6-1 (with Harvey Mogenson dissenting the floor plan only) to approve the separate floor plan scenario between building E and building W and giving the Town Manager authority to release funds to continue with the project.

Mountain Village Housing Authority: (6)

Consideration on First Reading of an Ordinance Conveyance of Lot 644 from the Town of Mountain Village to the Town of Mountain Village Housing Authority

Town Attorney David McConaughy, Assistant Town Manager Michelle Haynes, and Paul Wisor presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Patrick Berry, Council voted 7-0 to approve on first reading an Ordinance conveyance of Lot 644 to the Mountain Village Housing Authority consistent with Home Rule Charter Section 11.5 and set the second reading, public hearing and final Council vote for the January 19, 2023 Regular Town Council meeting.

Consideration of Approval of a Resolution to Adopt Amendments to the 2011 Town of Mountain Village Comprehensive Plan Legislative (7)

MIG Project Manager Elly Schaefer and Michelle Haynes presented. Council discussion ensued. The Mayor opened a public hearing. Public comment was received from Chad Horning, Stephanie Fanos, Chris Hawkins, Luke Weidner, Cheryl Miller, and Patrick Latcham. The Mayor closed the public hearing. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to adopt a Resolution adopting amendments to the 2011 Town of Mountain Village Comprehensive Plan with the addition of a developer banner on the cover.

Council took a break from 4:02 to 4:15 p.m.

911 Emergency Response, Mapping, Communication and Readdressing in Mountain Village (8)

Michelle Haynes, Community Development Director Amy Ward, San Miguel County GIS Director Heather Widlund, and Chris Broady presented. Council discussion ensued. Council consensus was in favor of moving forward with the project.

Consent Agenda:

All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: (9)

a. Consideration of Approval of the November 17, 2022 Regular Town Council Meeting Minutes

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

Consideration of Appointment: (10)

Susan Johnston presented.

a. Business Development Advisory Committee (BDAC) – Two Merchant Seats

On a **MOTION** by Marti Prohaska and seconded by Harvey Mogenson, Council voted unanimously to appoint Ryan Dohnal and Bryan Thames as the Mountain Village Merchant Representatives to the Business Development Advisory Committee for one-year terms.

b. Ethics Commission – One Alternate Seat

On a **MOTION** by Dan Caton and seconded by Patrick Berry, Council voted unanimously to appoint Mike Weist to the alternate seat on the Ethics Commission for a two-year term.

Consideration of Appointment: (11)

a. Public Arts Commission (PAC) – One Staff Representative Replacing Zoe Dohnal

Susan Johnston presented. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to appoint JD Wise as the staff representative of the Public Arts Commission with a term expiring August of 2026.

Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District: (13)

On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to convene as the Mountain Village Metro District.

Finance Director Lizbeth Lemley and Assistant Director Julie Vergari presented.

a. Consideration of a Resolution Adopting the 2023 Mountain Village Metro District Budget

Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Dan Caton, Council voted unanimously to adopt a Resolution adopting the 2023 Mountain Village Metro District Budget.

b. Consideration of a Resolution Appropriating Sums of Money for 2023

Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to adopt a Resolution appropriating sums of money for 2023.

c. Consideration of a Resolution Revising the 2022 Budget

Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to adopt a Resolution revising the 2022 budget.

d. Consideration of a Resolution Re-Appropriating Sums of Money for 2022

Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Harvey Mogenson, Council voted unanimously to adopt a Resolution re-appropriating sums of money for 2022.

e. Consideration of a Resolution Setting the Mill Levy for 2022 to be Collected in 2023

Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to adopt a Resolution setting the mill levy for 2022 to be collected in 2023.

On a **MOTION** by Jack Gilbride and seconded by Harvey Mogenson, Council voted unanimously to re-convene as the Mountain Village Town Council.

Finance: (14)

Lizbeth Lemley and Julie Vergari presented.

a. Presentation of the November 30, 2022 Business & Government Activity Report (BaGAR)

b. Second Reading, Public Hearing and Council Vote on an Ordinance of the Town Levying Property Taxes for the Year 2022 to be Collected in 2023

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Harvey Mogenson, Council voted 7-0 to adopt an Ordinance of the town levying property taxes for the year 2022 to be collected in 2023 beginning January 1st.

c. Second Reading, Public Hearing and Council Vote on an Ordinance Adopting the 2023 Budget and Revising the 2022 Budget

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Patrick Berry, Council voted 7-0 to adopt an Ordinance adopting the 2023 budget and revising the 2022 budget.

Council moved to agenda item 16.

Telluride Regional Airport Authority (TRAA) Bi-Annual Report (15)

Telluride Regional Airport FBO Manager Kenny Maenpa presented. Council discussion ensued.

Council moved to agenda item 18.

Council Boards and Commissions Updates: (16)

1. Telluride Tourism Board – Berry
2. Colorado Flights Alliance – Gilbride
3. Transportation & Parking – Mogenson/Duprey
4. Budget & Finance Committee – Gilbride/Duprey/Mogenson
5. Gondola Committee – Caton/Berry/Prohaska
6. Colorado Communities for Climate Action – Berry
7. San Miguel Authority for Regional Transportation (SMART) – Berry/Prohaska/Mogenson
8. Telluride Historical Museum – Prohaska
9. Alliance for Inclusion - Prohaska
10. Green Team Committee – Berry/Prohaska
11. Business Development Advisory Committee – Caton/Duprey
12. San Miguel Watershed Coalition – Prohaska
13. Telluride Mountain Village Owners Association Governance Auxiliary Committee – Duprey
14. Wastewater Committee – Duprey/Mogenson
15. Mayor's Update – Benitez

Other Business (17)

Paul Wisor shared that due to Environmental Efficiencies & Grant Coordinator Lauren Kirn's efforts, this region has the highest recycle rate in greater Colorado.

Council moved to agenda item 15.

Executive Session for the Purpose of: (18)

- a. 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, In Connection With Scythian LTD, Cloud 9 Investments, LLC and Cloud 9 Land Holdings, LLC v. the Town of Mountain Village, Colorado, The Town of Mountain Village Town Council, Colorado; Tiara Telluride, LLC; Vault Management, Pursuant to C.R.S. 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, Pursuant to C.R.S. 24-6-402(4)(a), (b), and (e)
- c. Conference with the Town Attorney for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Related to Affordable Housing Pursuant to C.R.S. 24-6-402(4)(e)
- d. Discussion of Personnel Matters for Which the Employee has Consented: Town Manager Review, Pursuant to C.R.S. 24-6-402(4)(f)

On a **MOTION** by Jack Gilbride and seconded by Harvey Mogenson, Council voted unanimously to move into Executive Session for the purpose of:

- a. 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, in connection with Scythian LTD, Cloud 9 Investments, LLC and Cloud 9 Land Holdings, LLC v. the Town of Mountain Village, Colorado,

the Town of Mountain Village Town Council, Colorado; Tiara Telluride, LLC; Vault Management, pursuant to C.R.S. 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, pursuant to C.R.S. 24-6-402(4)(a), (b), and (e)
- c. Conference with the Town Attorney for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators related to affordable housing pursuant to C.R.S. 24-6-402(4)(e)
- d. Discussion of personnel matters for which the employee has consented: Town Manager review, pursuant to C.R.S. 24-6-402(4)(f)

at 5:10 p.m.

There being no further business Council voted unanimously to adjourn the meeting.

Respectfully prepared,

Kim Schooley
Deputy Town Clerk

Respectfully submitted,

Susan Johnston
Town Clerk

DRAFT

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE JANUARY 4, 2023
SPECIAL TOWN COUNCIL MEETING
DRAFT**

Agenda Item 4b

The meeting of the Town Council was called to order by Mayor Laila Benitez at 4:00 p.m. on Wednesday, January 4, 2023. The meeting was held in person and with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

Laila Benitez, Mayor
Dan Caton, Mayor Pro Tem
Harvey Mogenson
Marti Prohaska
Jack Gilbride (via Zoom)
Pete Duprey

The following Town Council members were absent:

Patrick Berry

Also in attendance were:

Paul Wisor, Town Manager (via Zoom) Sean DeLand
Susan Johnston, Town Clerk
Kim Schooley, Deputy Town Clerk
David McConaughy, Town Attorney (via Zoom)

Executive Session for the Purpose of: (2)

- a. **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, In Connection With the Acquisition of Land Pursuant to C.R.S. 24-6-402(4)(a), (b), and (e)**

On a **MOTION** by Dan Caton and seconded by Pete Duprey, Council voted unanimously to move into Executive Session for the purpose of:

- a. 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, in connection with the acquisition of land pursuant to C.R.S. 24-6-402(4)(a), (b), and (e)
at 4:01 p.m.

There being no further business, on a **MOTION** by Harvey Mogenson and seconded by Jack Gilbride, Council voted unanimously to adjourn the meeting at 4:52 p.m.

Respectfully prepared,

Kim Schooley
Deputy Town Clerk

Respectfully submitted,

Susan Johnston
Town Clerk

Town of Mountain Village

Date: 1/19/2023
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Town Clerk
RE: Local Liquor Licensing Authority Matters for the January 19th Meeting

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

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

- Applicant shall provide an updated insurance certificate to the Clerk's Office by June 1, 2023 to show coverage for the remainder of the 2023 calendar year

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



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

Promotional Association Name (exactly as it appears on incorporation documents):
Description of Common Consumption Area Boundaries:
Mailing Address of Promotional Association:
Primary Contact:
Primary Contact Phone Number:
Primary Contact Email Address:

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

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



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

Please mark below which days and hours the Common Consumption Area will be open and operational. **NOON TO 9PM, 365 DAYS PER YEAR**

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

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



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

CERTIFICATION OF APPLICANT

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

Authorized Signature

Date

Max Adam Singer, MVPA President

Title

REPORT AND APPROVAL OF THE LOCAL LIQUOR LICENSING AUTHORITY

Susan Johnston
Town Clerk
Town of Mountain Village

Date

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

CERTIFICATION RENEWAL REQUEST

PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA GENERAL GUIDELINES:

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

Revisions and amendments to this original application for Common Consumption Area

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



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

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

ABOVE SPACE FOR OFFICE USE ONLY

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

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

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

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

Mountain Village CO 81435
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)
(Province - if applicable) (Country)

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

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

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

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

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

Mailing address
(leave blank if same as street address)

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP Code)

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

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

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

Name
(if an individual)

Solomon

(Last)

Joseph

(First)

A.

(Middle)

(Suffix)

OR

(if an entity)

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

Mailing address

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP/Postal Code)

United States

(Country)

(Province -- if applicable)

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

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

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

- The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

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

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

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

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

Disclaimer:

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

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

**Article 1
Purpose**

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

**Article 2
Principal Office**

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

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

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

**Article 3
Board of Directors**

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

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

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

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

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

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

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

Article 4 Meetings of Directors

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

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

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

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

Article 5 Officers and Duties

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

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

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

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

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

Article 6 Memberships

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

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

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

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

Article 7
Budget and Fiscal Year

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

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

Article 8
Amendment of Bylaws

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

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

STEPHEN A ROTH
~~_____~~ President

Attest: Todd Gehrke
~~_____~~ Secretary

**Mountain Village Promotional Association
Directors and Officers**

President: Adam Singer
Poachers Pub

Vice President: Bryan Woody
Madeline Hotel & Residences

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

Director: Anton Benitez
Telluride Mountain Village Owners Association

Director: Joanna Smith
Telluride Distilling Company

Director: Mary Ann Slezak
Telluride Coffee Company

Director: Erica Jurecki
Tracks Café & Bar

Director: Tommy Thatcher
Telluride Brewing Company

Director: Tony Kalyk
Telluride Conference Center

Director: Winston Kelly
Communion Wine Bar

List of Licensed Premises & State Liquor License Numbers

Licensed Premises in Promotional Association	State Liquor License #	Liquor Violations	Operational Agrmnts	Square Footage	Location
Telski (Crazy Elk, Tomboy Tavern, Pick, Siam Talay, Plaza Lounge)	40919590001	N/A	N/A	8,474	Heritage Plaza & Sunset Plaza
Telluride Conference Center	03-00972	N/A	N/A	9,000	Conference Center Plaza
Poachers Pub	24934470000	N/A	N/A	1,370	Sunset Plaza
Hotel Madeline	42970090000	N/A	N/A	4,360	Heritage Plaza
Telluride Distilling Company	03-03224	N/A	N/A	2,170	Conference Center Plaza
Tracks Café and Bar	15-42422-0000	One in 2000	N/A	1,846	Heritage Plaza
Telluride Coffee Company	03-12618	N/A	N/A	600	Heritage Plaza
Telluride Brewing Company	25-59705-0002	N/A	N/A	1,450	Heritage Plaza
Communion Wine Bar	03-16837	N/A	N/A	1,603	Conference Center Plaza
Total Square Feet of Licensed Premises				30,873	

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

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

Mountain Village Promotional Association
Expanded Common Consumption Area Application
January 2023

TMV Requirement #5: List any changes from the 2022 re-certification:

The Village Table is no longer occupying its customary space in conference center plaza. The space is currently vacant but remains on the CCA map as a placeholder.

The MVPA Board of Directors will monitor security.

Joanna Smith has replaced Abbott Smith on the Board of Directors.

Mountain Village Promotional Association
Expanded Common Consumption Area Application
January 2023

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

Comments:

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

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

LEGEND:

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



SUMMER

SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

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

PARTICIPATING CCA ESTABLISHMENTS

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

COMMON CONSUMPTION AREA (CCA) OVERVIEW

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



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

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



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
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- 8 Sotheby's
- 9 Telluride Elevated
- 10 The Telluride Room
- 11 Telluride Real Estate Corp
- 12 TSG Ticket & Pass Office (excluding the Children's Center/Nursery)
- 13 Telluride Properties
- 14 Telluride Sports (BOTH LOCATIONS)
- 15 Telluride Adaptive Sports Program (BOTH LOCATIONS)
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COMMON CONSUMPTION AREA (CCA) OVERVIEW

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- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

Mountain Village Promotional Association 2023 Common Consumption Area Security Plan

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

Liquor license holders participating in the common consumption area for 2023 are; Hotel Madeline, Poachers Pub, Tracks Café & Bar, Telluride Coffee Company, Telluride Distilling Company, Telluride Brewing Company and TSG (Crazy Elk, Tomboy Tavern, The Pick, Siam's Talay, Telluride Conference Center).

Daily Security Monitoring:

Staff of the 11 liquor license holders participating in the Common Consumption area will be responsible for daily monitoring of the common consumption area. Each establishment has a boundary directly adjacent to their establishment for which they are responsible for monitoring during normal hours of operation. Staff will educate guests in a friendly manner and if any violators become belligerent or overly intoxicated the police will be contacted to intervene. For some of the outlying areas such as Village Pond Plaza and when establishments are not open, staff will assist with monitoring.

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

Special Events (Sunset Concerts, 4th of July, Closing Day, etc.):

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

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

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

Special Event Schedule:

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

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

Security Plan and Training:

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

Barriers and Signage:

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

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION
PLAZA LICENSE AGREEMENT**

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

RECITALS

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

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

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

3. LOCATION.

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

4. USE.

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

5. MAINTENANCE.

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

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

7. INSURANCE REQUIREMENTS.

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

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

8. TERMINATION.

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

9. HOURS OF OPERATION.

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

10. LICENSE FEES.

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

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

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

11. ADDITIONAL TERMS AND CONDITIONS.

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

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

If to Licensee: Mountain Village Promotional Association
(With a copy to):

If to the Town:

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

(With a copy to):

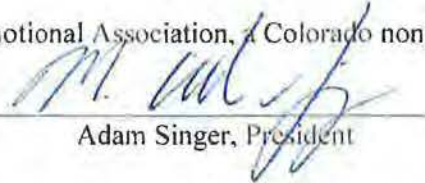
James Mahoney, Esq.
J. David Reed P.C.
1047 South 1st Street
Montrose, CO 81401
Email: jmahoney@jdreedlaw.com
Phone: (970) 249-3806

(Signature Pages Follow)

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By: 
Adam Singer, President

TOWN:

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

By: 
Kim Montgomery, Town Manager

Approved as to Form:

**James
Mahoney**

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

Jim Mahoney, Town Attorney

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

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

RECITALS

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

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

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

3. LOCATION.

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

4. DATES AND HOURS OF OPERATION.

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

5. USE.

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

6. MAINTENANCE.

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

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

8. INSURANCE REQUIREMENTS.

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

9. TERMINATION.

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

10. ADDITIONAL TERMS AND CONDITIONS.

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

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

If to Licensee:

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

(With a copy to):

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

If to the TSG:

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

(With a copy to):

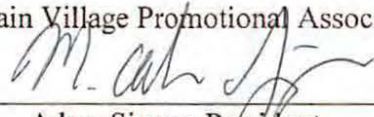
Stefanie Solomon, Esq.
TSG Ski & Golf
620 Mountain Village Blvd
Mountain Village, CO 81435
Email: ssolomon@tellurideskiresort.com
Phone: (970) 728-7318

(Signatures on next page)

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By: 
Adam Singer, President

TSG:

TSG SKI & GOLF, LLC
a Delaware limited liability company

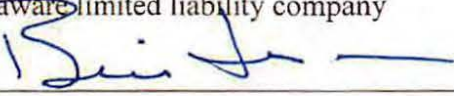
By: 
Bill Jensen, CEO

Exhibit A

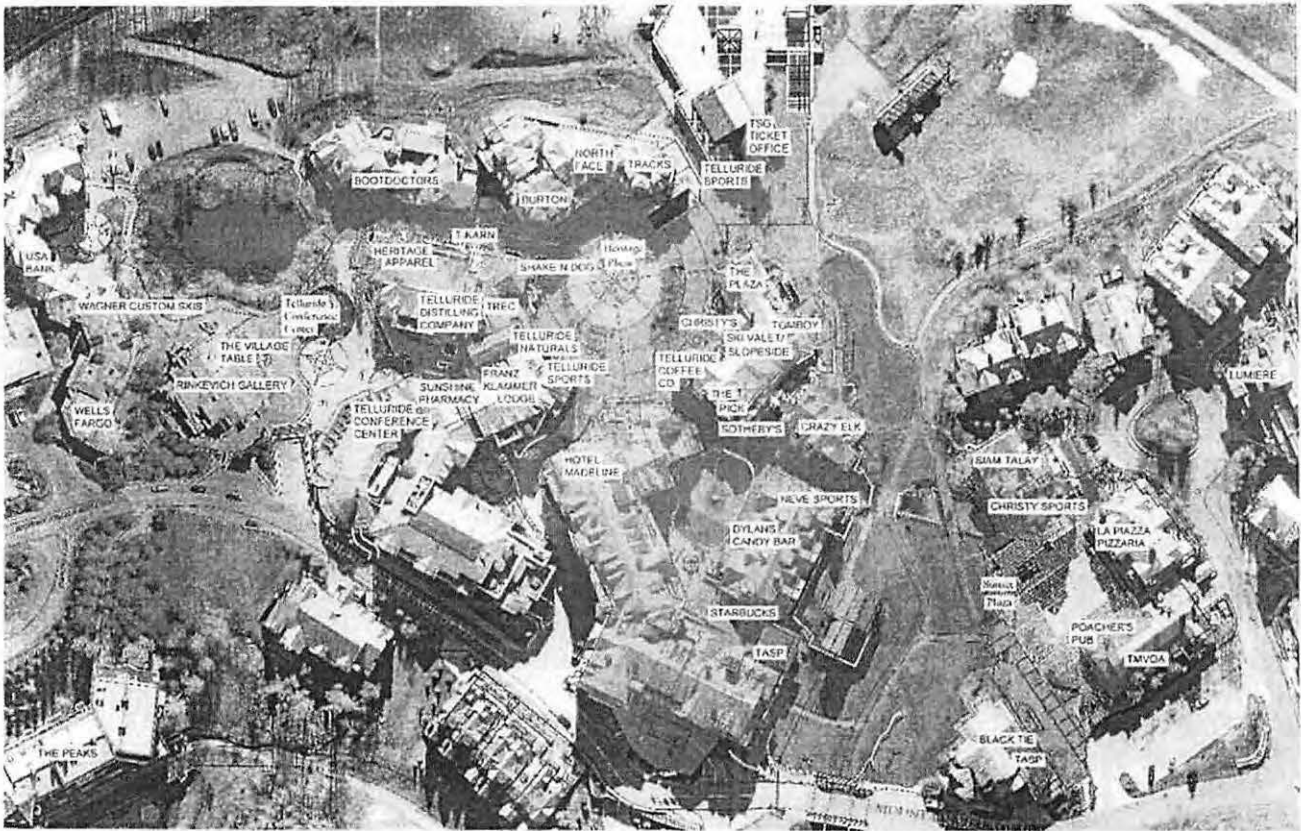
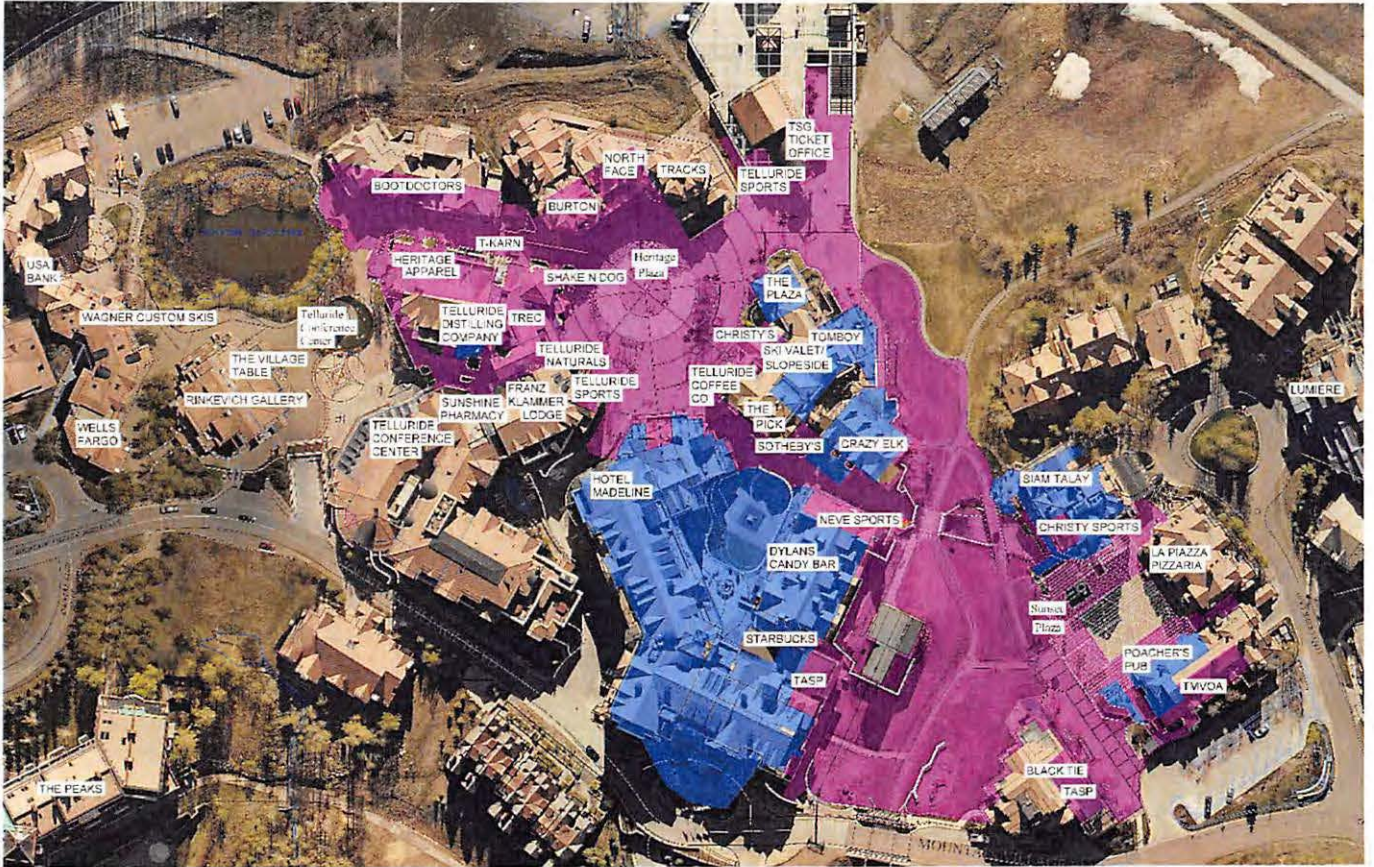


Exhibit A





2023 Calendar - Tentative

Date	Event	Location	Time
6/14	Firstgrass concert	Sunset Plaza	5-8
6/21 Wed	Sunset Concert Series	Sunset Plaza	6-8
6/22 Thurs	Sunset Concert Series	Sunset Plaza	6-8
6/28 Wed	Sunset Concert Series	Sunset Plaza	6-8
6/29 Thurs	Sunset Concert Series	Sunset Plaza	6-8

7/3 & 7/4 Mon & Tues	Red, White & Blues Celebration	All Plazas	1-8
7/5 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/6 Thurs	Sunset Concert Series	Sunset Plaza	6-8
7/12 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/13 Thurs	Sunset Concert Series	Sunset Plaza	6-8
7/19 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/20 Thurs	Sunset Concert Series	Sunset Plaza	6-8
7/26 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/27 Thurs	Sunset Concert Series	Sunset Plaza	6-8

8/3 Wed	Sunset Concert Series	Sunset Plaza	6-8
8/4 Thurs	Sunset Concert Series	Sunset Plaza	6-8
8/10 Wed	Sunset Concert Series	Sunset Plaza	6-8
8/5 Thurs	Sunset Concert Series	Sunset Plaza	6-8

Notes:

- There will not be a Ride Fest concert
- Red, White and Blues will be on 7/3 and 7/4 and followed by a regular Wednesday concert on 7/5.



Business and Government Activity Report

For the month ending: December 31st

Activity	2022			2021			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Cable/Internet <i>*Fiber Video was transitioned over from TV Residential Subscribers over the course of the 2021 calendar year</i>									
TV Residential Subscribers	0	0		6	0		(6)	-100.0%	
Fiber Video *	639	(5)		610	79		29	4.8%	
TV Bulk Subscribers	567	0		567	(5)		0	0.0%	
Fiber Commercial *	30	0		20	0		10	50.0%	
TV Inactive Subscribers	5	(2)		13	(11)		(8)	-61.5%	
Cable Modem Residential Cable Modem Subscribers	542	(36)		688	(6)		(146)	-21.2%	
Cable Modem Business Net Service Subscribers	24	1		30	1		(6)	-20.0%	
Cable Modem Hospitality Subscribers	218	0		269	0		(51)	-19.0%	
Dark Fiber Transport	4	0		8	0		(4)	-50.0%	
Fiber Hospitality Subscribers	8	0		8	0		0	0.0%	
Fiber Residential Subscribers	698	26		500	53		198	39.6%	
Phone Subscribers	41	(1)		48	(1)		(7)	-14.58%	
Village Court Apartments									
Occupancy Rate	%	99.09%	0.00%	98.86%	99.55%	0.00%	99.63%	-0.77%	-0.8%
# Vacated Units		2	0	34	3	0	27	7	25.9%
# Work Orders Completed		28	11	233	9	(3)	174	59	33.9%
# on Waiting List		178	(11)		222	(5)		(44)	-19.8%
Public Works <i>Sewage information unavailable at time of publishing.</i>									
Service Calls		538	(229)	10,648	766	(415)	11,675	(1,027)	-8.8%
Truck Rolls		85	(340)	4,855	164	(373)	5,062	(207)	-4.1%
Snow Fall	Inches	26	10	148	63	62	265	(117)	-44.2%
Snow Removal - Streets & Prkg Lots	Hours	619	359	3,319	938	846	3,500	(181)	-5.2%
Roadway Maintenance	Hours	3	(45)	2,227	8	(271)	2,565	(338)	-13.2%
Water Billed Consumption	Gal.	39,236,000	9,984,000	222,248,000	43,794,000	21,488,000	227,681,000	(5,433,000)	-2.4%
Sewage Treatment	Gal.	na	NA	78,115,000	6,131,000	2,711,000	120,016,000	(41,901,000)	-34.9%
Child Development Fund									
# Infants Actual Occupancy		4.83	(0.17)		2.77	(5.71)		2.06	74.4%
# Toddlers Actual Occupancy		9.00	(2.47)		6.01	(3.99)		2.99	49.8%
# Preschoolers Actual Occupancy		8.83	(0.88)		9.54	(3.65)		(0.71)	-7.4%
Transportation and Parking <i>2022 Parking revenues include \$118,566 for special event parking, not contracted in 2021</i>									
GPG Parking Utilization (% of total # of spaces occupied)		64.9%	46.00%	46.4%	62.00%	43.20%	44.8%	1.6%	3.6%
HPG Parking Utilization (% of total # of spaces occupied)		69.2%	47.20%	44.8%	64.60%	50.60%	44.0%	0.8%	1.8%
Parking Utilization (% of total # of spaces occupied)		63.5%	38.80%	49.3%	64.40%	40.60%	46.8%	2.5%	5.3%
Bus Routes	# of Passengers	5,435	1,596	58,306	2,766	466	36,158	22,148	61.3%
Paid Parking Revenues		\$44,501	\$31,349	\$557,944	\$44,690	\$23,068	\$445,059	\$112,885	25.4%
Part Time EE's: Council (7), Judge (1), Child Care (7), IT Tech Help (1), Police Reserves (4) MARRS: 7 employees Seasonal EE's: Gondola Ops and Plaza Services New Hires: 1 Police Officer, 3 Seasonal Gondola Ops Terms: 1 Building Inspector, 1 Broadband Analyst, 1 Seasonal Gondola Ops (1 took another job in the area. I wasn't a good fit. 1 personal/family reasons)									
Human Resources									
FT Year Round Head Count		87	2		81	0		6	7.4%
Seasonal Head Count (FT & PT)		1	0		1	1		0	0.0%
PT Year Round Head Count		12	0		14	0		(2)	-14.3%
Gondola FT YR, Seasonal, PT YR Head Count		52	(1)		54	(4)		(2)	-3.7%
Total Employees		151	0		157	(3)		(6)	-3.8%
Gondola Overtime Paid	Hours	598	227	3,890	239	(1)	3,617	273	7.5%
Other Employee Overtime Paid		236	51	1,357	98	(79)	836	521	62.3%
# New Hires Total New Hires		4	(16)	93	5	(9)	62	31	50.0%
# Terminations		3	2	72	5	(4)	66	6	9.1%
# Workmen Comp Claims		0	(2)	13	0	0	11	2	18.2%
Workmen Comp Claims Costs		\$0	(\$49,842)	\$59,251	\$0	\$0	\$23,527	\$35,724	151.8%
Communications & Business Development									
Town Hosted Meetings		5	0	80	6	0	62	18	29.0%
Email Correspondence Sent		10	(7)	230	18	(4)	224	6	2.7%
E-mail List	#	8,400	106		8,163	(30)		237	2.9%
Ready-Op Subscribers		2,111	8		2,075	13		36	1.7%
News Articles		31	18	253	27	6	284	(31)	-10.9%
Press Releases Sent		5	4	50	1	(3)	43	7	16.3%
Gondola and RETA									
Gondola	# of Passengers	320,492	260,190	3,061,591	276,019	224,486	2,805,713	255,878	9.1%
Chondola	# of Passengers	29,303	29,303	122,170	29,522	29,522	114,949	7,221	6.3%
RETA fees collected by TMVOA		\$ 458,285	\$ (361,615)	\$ 13,147,143	\$ 1,415,400	\$ 475,822	\$ 17,057,535	(\$3,910,392)	-22.9%



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

Activity	2022			2021			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Police									
Calls for Service	#	329	251	4,301	546	198	5,676	(1,375)	-24.2%
Investigations	#	20	12	153	17	9	159	(6)	-3.8%
Alarms	#	8	(6)	156	13	(1)	189	(33)	-17.5%
Arrests	#	4	2	20	0	0	10	10	100.0%
Summons	#	2	1	27	1	(1)	14	13	92.9%
Traffic Contacts	#	14	8	55	0	(3)	116	(61)	-52.6%
Traffic Tickets Written	#	2	2	9	0	(2)	14	(5)	-35.7%
Parking Tickets Written	#	431	192	3,903	651	325	4,731	(828)	-17.5%
Administrative Dismissals	#	1	(1)	45	5	2	55	(10)	-18.2%
Building/Planning									
Community Development Revenues		\$178,800	(\$43,821)	\$2,165,710	\$28,730	(\$263,208)	\$2,455,004	(\$289,294)	-11.8%
# Permits Issued		17	(28)	338	32	(31)	466	(128)	-27.5%
Valuation of Mtn Village Remodel/New/Additions Permits		\$1,813,247	(\$3,328,888)	\$73,806,042	\$304,900	(\$8,347,150)	\$77,849,009	(\$4,042,967)	-5.2%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$246,461	\$147,692	\$4,506,163	\$59,034	(\$124,970)	\$4,570,621	(\$64,458)	-1.4%
Valuation Telluride Electric/Plumbing Permits		\$234,047	(\$120,868)	\$3,896,877	\$202,805	(\$719,531)	\$4,339,373	(\$442,496)	-10.2%
# Inspections Completed		376	(121)	4,463	408	(210)	4,350	113	2.6%
# Design Review/Zoning Agenda Items		7	(6)	243	19	9	167	76	45.5%
# Staff Review Approvals		25	(13)	510	13	(32)	616	(106)	-17.2%
Plaza Services									
Refuse and recycle statistics come from an outside source and are not always available at the time of publishing									
Snow Removal Plaza	Hours	360	219	1,310	410	375	1,299	12	0.9%
Plaza Maintenance	Hours	791	505	6,129	521	133	6,654	(525)	-7.9%
Lawn Care	Hours	0	0	1,149	0	(88)	1,014	136	13.4%
Plant Care	Hours	0	(30)	2,089	15	(5)	3,808	(1,719)	-45.1%
Irrigation	Hours	0	0	537	0	0	869	(332)	-38.2%
TMV Trash Collection	Hours	107	20	1,223	89	25	1,256	(33)	-2.6%
Christmas Decorations	Hours	241	NA	2,050	127	(400)	1,763	287	16.3%
Residential Refuse	Pound	69,118	NA	1,165,831	52,987	NA	941,871	223,960	23.8%
Residential Recycle	Pound	25,353	NA	438,962	19,778	NA	357,444	81,518	22.8%
Diversion Rate	%	26.84%	NA	27.35%	27.18%	NA	27.51%	-0.16%	-0.6%
Vehicle Maintenance									
# Preventive Maintenance Performed		17	(1)	208	22	4	222	(14)	-6.3%
# Repairs Completed		34	2	333	39	10	296	37	12.5%
Special Projects		3	2	24	2	1	18	6	33.3%
# Roadside Assists		0	0	6	1	1	3	3	100.0%
Business License totals include zero fee licenses created for sales tax remittances only, but licensees that come through the state system have been eliminated.									
Finance									
# Other Business Licenses Issued		22	1	1,205	19	(4)	1,277	(72)	-5.6%
# Privately Licensed Rentals		1	(3)	116	6	5	102	14	13.7%
# Property Management Licensed Rentals		11	6	480	4	1	478	2	0.4%
# Unique VRBO Property Advertisements Listings for MV		613	0		512	0		101	19.7%
% of Paperless Billing Customers		63.02%	-1.08%		56.96%	0.89%		6.1%	10.7%
# of TMV AR Bills Processed		2,369	71	27,679	2,207	38	26,369	1310	5.0%
Accounts Receivable									
Current	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments		Other Statistics Population (estimated) 1,434 (Active) Registered Voters 873 Assessed Property Valuation 326,965,182		
	30+ Days	\$557,186	57.4%	\$534,617	76.7%	\$19,380			50.0%
60+ Days	359,175	37.0%	140,950	20.2%	14,948	38.6%			
90+ Days	11,921	1.2%	8,199	1.2%	1,324	3.4%			
over 120 days	1,008	0.1%	6,361	0.9%	-	0.0%			
Total	\$ 970,573	100.0%	\$ 696,886	100.0%	\$ 38,761	100.0%			
Current	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR				
	30+ Days	\$3,100	23.5%	\$ 1,114,283	64.8%	(\$324,413)			21.5%
60+ Days	3,973	30.1%	519,046	30.2%	114,375	-7.6%			
90+ Days	522	4.0%	21,966	1.3%	(426,461)	28.2%			
over 120 days	14	0.1%	7,383	0.4%	(880,940)	58.3%			
Total	5,571	42.3%	56,722	3.3%	5,148	-0.3%			
Total	\$13,180	100.0%	\$ 1,719,400	100.0%	\$ (1,512,291)	100.0%			



Memorandum

To: Town Council
From: Lizbeth Lemley, Julie Vergari
Date: January 13, 2023
Re: Town of Mountain Village Financial Statements through November 2022

Mountain Village Financials Statements through November 2022

General Fund Summary

The November financial statements as presented reflect the 2022 revised budget approved in December 2022. Also included are 2021, 2020 and 2019 actuals for comparison.

As of November 30, 2022, general fund revenues of \$16.0 million exceeded budget by nearly \$3.3 Million or 26%. Revenues surpassed 2021, 2020 and 2019 revenues by 16%, 50% and 48% respectively. These increases continue to be the result of significant growth in sales tax collections. Sales taxes collected through this period were 38% over original budget (4.5% over the revised budget) and 30% over 2021 collections.

General Fund operating expenditures through November totaled \$9.5 million and were \$943,405 or 9% under budget. We continued to see savings in personnel expenditures due to unfilled positions as well as savings due to delays in completion of budgeted projects as a result of labor and supply chain issues. Additional discussion of these variances is included on the General Fund Revenue and Expenditure Report in this packet.

Year to date, the General Fund Revenue and Expenditure report reflects a surplus of \$2.5 million and unreserved fund balance of \$12.8 million.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ 32,492	\$ 1,137,000	\$ 1,074,489	(62,511)
Child Development Fund	\$ 36,579	\$ 195,546	\$ 251,849	56,303
Conference Center Subsidy	\$ 30,327	\$ 309,981	\$ 257,113	(52,868)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 24,637	\$ 923,712	\$ 888,030	(35,682)
Vehicle & Equipment Acquisition Fund	\$ 71,693	\$ 376,750	\$ 333,518	(43,232)

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	\$ 3,589	\$ 620,886	\$ 625,559	4,673
*Tourism Fund	\$ 2,467	\$ 100,814	\$ 100,035	(778)
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	\$ 1,828	\$ 22,917	\$ 19,873	(3,044)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

The sale of 5 shuttle vehicles and other auctioned vehicles has been recorded. A Plaza Sweeper was purchased, the vehicle maintenance shop scanner was updated, a new police car was purchased, the purchase of a building maintenance vehicle was made, and the Bobcat leases were paid.

Capital Projects Fund – No Fund Income Statement Attached

There has been \$37,308 spent to date for safety improvements and \$1,525,227 has been spent on the maintenance shop remodel.

Historical Museum Fund – No Fund Income Statement Attached

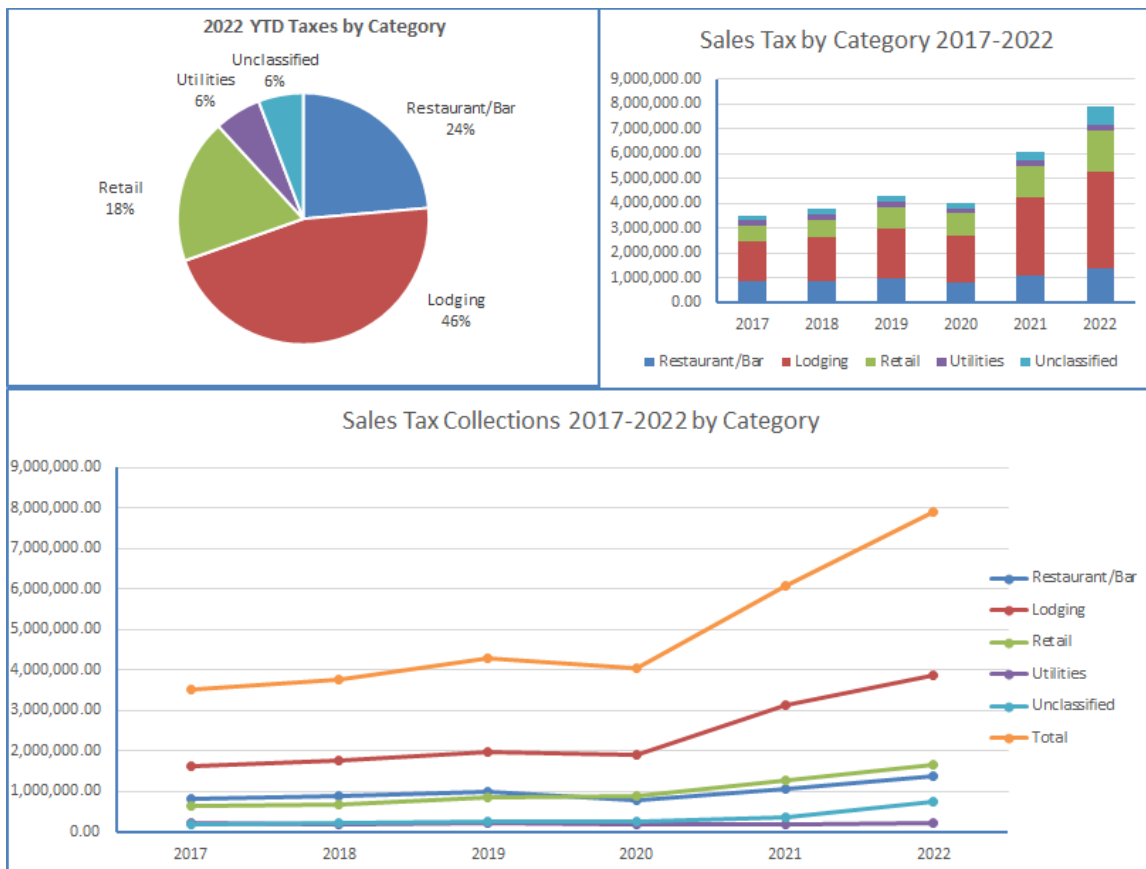
\$108,460 in property taxes were collected and \$106,284 has been tendered to the historical museum. The county treasurer retained \$2,176 in treasurer’s fees.

Mortgage Assistance Fund – No Fund Income Statement Attached

A note of \$44,000 was repaid and an appreciation share of \$17,025 was received through this period.

Sales Tax

Sales taxes of \$7.9 million are 30.3% over 2021 through this period and are over the revised budget 4.5%.



Tax Collection Summary								
4.5% Tax	November 2017	November 2018	November 2019	November 2020	November 2021	November 2022	2022-2021 % change	2022-2017 % change
Restaurant/Bar	12,220.98	16,247.15	8,040.58	18,347.92	19,806.49	19,040.35	-3.87%	55.80%
Lodging	21,427.55	19,713.23	16,286.96	43,237.13	80,507.19	63,594.90	-21.01%	196.79%
Retail	16,282.60	35,567.64	51,105.28	63,671.05	69,749.58	80,040.13	14.75%	391.57%
Utilities	17,427.10	21,392.90	18,795.23	17,480.34	19,527.77	25,474.76	30.45%	46.18%
Unclassified	10,199.13	15,579.06	14,028.85	15,672.87	23,421.36	28,540.50	21.86%	179.83%
Total	77,557.36	108,499.98	108,256.90	158,409.31	213,012.39	216,690.64	1.73%	179.39%
4.5% Tax	YTD 2017	YTD 2018	YTD 2019	YTD 2020	YTD 2021	YTD 2022	2022-2021 % change	2022-2017 % change
Restaurant/Bar	829,542.49	876,381.60	980,416.47	783,383.50	1,082,826.91	1,395,560.76	28.88%	68.23%
Lodging	1,614,673.51	1,760,998.55	1,989,138.91	1,922,812.45	3,150,724.75	3,878,697.53	23.10%	140.22%
Retail	653,241.79	694,952.22	854,979.48	886,840.00	1,289,983.37	1,677,537.47	30.04%	156.80%
Utilities	211,438.83	198,603.45	212,694.09	185,582.68	192,003.52	220,763.69	14.98%	4.41%
Unclassified	202,891.59	225,221.04	265,956.64	253,708.78	368,061.05	752,629.07	104.48%	270.95%
Total	3,511,788.21	3,756,156.86	4,303,185.59	4,032,327.41	6,083,599.60	7,925,188.52	30.27%	125.67%

Tourism Fund

Business license fees of \$381,833 are over budget (5.4%). Penalties of \$27,211 were collected and transferred to the General Fund.

2022 restaurant taxes totaling \$619,931 have been collected and \$607,532 has been tendered to the airline guarantee program. \$3.44 million in lodging taxes have been collected and \$1.68 million has been tendered to the airline guarantee program.

Lodging taxes are over prior year by 27% and restaurant taxes are over prior year by 28.8%.

Town of Mountain Village Colorado Lodging Tax Summary									
	2018	2019	2020	2021	2022		2021	2022	Budget
	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)		Var %	Budget (1)	Var %
January	273,707	300,246	325,337	271,887	511,382		88.09%	339,727	33.57%
February	262,096	310,947	334,936	358,584	681,869		90.16%	448,589	34.21%
March	322,588	401,256	212,698	476,051	734,926		54.38%	595,982	18.91%
April	18,205	17,822	855	40,874	32,912		-19.48%	50,899	-54.65%
May	18,134	24,335	784	51,474	81,767		58.85%	64,353	21.30%
June	137,760	139,428	55,426	229,731	242,622		5.61%	288,248	-18.81%
July	170,730	196,062	242,927	412,650	372,962		-9.62%	514,333	-37.90%
August	136,080	160,993	226,805	336,701	296,556		-11.92%	422,056	-42.32%
September	171,040	158,287	173,096	323,713	303,890		-6.12%	406,197	-33.67%
October	34,696	46,789	94,985	133,675	123,756		-7.42%	167,649	-35.47%
November	17,307	14,761	38,597	71,435	55,744		-21.97%	89,094	-59.83%
December	283,658	295,803	266,888	548,178	-		-100.00%	683,144	NA
Total	1,846,001	2,066,729	1,973,334	3,254,951	3,438,386		5.64%	4,070,268	-18.38%
Tax Base	46,150,032	51,668,223	49,333,357	81,373,770	85,959,653			101,756,700	
Town of Mountain Village Colorado Restaurant/Bar Tax Summary									
	2018	2019	2020	2021	2022		2021	2022	Budget
	Activity (2%)	Activity (2%)	Activity (2%)	Activity (2%)	Activity (2%)		Var %	Budget (1)	Var %
January	57,188	62,864	73,576	45,706	76,624		67.65%	56,728	25.97%
February	63,140	66,720	76,476	59,659	104,748		75.58%	74,046	29.31%
March	75,202	87,671	50,565	82,463	126,092		52.91%	102,350	18.83%
April	7,119	7,364	85	5,733	4,195		-26.82%	7,115	-69.61%
May	4,838	4,299	553	6,196	5,901		-4.75%	7,690	-30.31%
June	39,048	38,614	9,040	55,645	60,810		9.28%	68,990	-13.45%
July	46,603	60,113	37,654	66,892	74,492		11.36%	83,023	-11.45%
August	39,031	44,673	37,777	61,744	67,110		8.69%	76,634	-14.19%
September	36,920	42,922	32,718	62,772	64,352		2.52%	77,473	-20.39%
October	12,695	17,657	19,674	25,593	27,132		6.01%	31,580	-16.40%
November	7,221	3,503	8,215	8,777	8,475		-3.43%	10,783	-27.23%
December	53,383	57,178	39,959	72,532	-		-100.00%	87,318	NA
Total	442,390	493,579	386,293	553,712	619,931		11.96%	683,729	-10.29%
Tax Base	22,119,524	24,678,936	19,314,627	27,685,593	30,996,543			34,186,450	

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022						2021	2020	2019
	Actual YTD	Budget YTD	Budget Variance	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
General Fund			(\$)	(%)					
Revenues									
Charges for Services	\$ 662,745	\$ 383,547	\$ 279,198	72.79%	\$ 532,571	\$ (130,174)	\$ 713,534	\$ 280,096	\$ 344,283
Contributions	86,546	118,895	(32,349)	-27.21%	173,340	86,794	80,002	145,915	37,412
Fines and Forfeits	84,298	10,571	73,727	697.45%	89,526	5,228	2,898	67,100	9,889
Interest Income	145,247	92,705	52,542	56.68%	289,000	143,753	(37,020)	181,096	257,960
Intergovernmental	394,469	351,357	43,112	12.27%	386,310	(8,159)	502,415	453,171	535,171
Licenses and Permits	613,592	402,151	211,441	52.58%	508,900	(104,692)	637,071	364,127	404,511
Miscellaneous Revenues	127,750	50,872	76,878	151.12%	96,214	(31,536)	243,874	139,265	74,087
Taxes and Assessments	13,858,953	11,267,161	2,591,792	23.00%	14,664,074	805,121	11,678,405	9,009,879	9,123,804
Total Revenues	15,973,600	12,677,259	3,296,341	26.00%	16,739,935	766,335	13,821,179	10,640,649	10,787,117
Operating Expenses									
Legislation & Council	136,318	123,385	12,933	10.48%	141,201	4,883	103,353	59,563	69,662
Town Manager	381,587	415,255	(33,668)	-8.11%	452,870	71,283	358,171	272,909	240,093
Town Clerk's Office	267,589	310,973	(43,384)	-13.95%	344,768	77,179	262,751	303,794	351,267
Finance	1,012,627	1,012,704	(77)	-0.01%	1,123,709	111,082	875,057	822,107	763,079
Technical	439,627	499,541	(59,914)	-11.99%	548,211	108,584	344,198	390,230	351,931
Human Resources	415,506	423,515	(8,009)	-1.89%	465,134	49,628	314,199	321,603	296,334
Town Attorney	383,073	462,418	(79,345)	-17.16%	552,776	169,703	209,229	297,366	400,546
Communications and Business Development	464,215	500,336	(36,121)	-7.22%	545,821	81,606	448,671	904,213	475,107
Municipal Court	33,197	34,270	(1,073)	-3.13%	37,439	4,242	22,542	27,052	26,604
Police Department	952,613	1,014,039	(61,426)	-6.06%	1,174,694	222,081	905,507	858,515	857,234
Community Services	42,297	58,540	(16,243)	-27.75%	63,933	21,636	52,087	45,774	48,256
Community Grants and Contributions	133,650	133,650	-	0.00%	133,650	(1)	112,338	110,745	114,863
Roads and Bridges	974,850	1,073,955	(99,105)	-9.23%	1,191,036	216,186	889,511	695,386	995,847
Vehicle Maintenance	461,532	462,577	(1,045)	-0.23%	522,740	61,208	410,780	365,824	391,135
Municipal Bus	253,802	283,213	(29,411)	-10.38%	308,353	54,551	204,631	274,400	217,820
Employee Shuttle	-	-	-	NA	-	-	28,324	38,095	45,425
Parks & Recreation	453,141	492,657	(39,516)	-8.02%	562,220	109,079	389,870	333,367	406,584
Plaza Services	1,256,699	1,454,081	(197,382)	-13.57%	1,675,041	418,342	1,165,385	1,038,100	1,155,424
Public Refuse Removal	59,118	61,032	(1,914)	-3.14%	68,299	9,181	57,489	53,426	58,336
Building/Facility Maintenance	272,394	259,113	13,281	5.13%	362,282	89,888	237,315	211,130	171,716
Building Division	402,899	502,254	(99,355)	-19.78%	570,919	168,020	411,277	292,605	236,958
Housing Division Office	53,730	131,742	(78,012)	-59.22%	117,476	117,746	60,292	19,612	19,305
Planning and Zoning Division	643,146	727,765	(84,619)	-11.63%	955,968	312,822	483,015	235,318	307,418
Contingency	-	-	-	NA	95,000	95,000	-	-	-
Total Operating Expenses	9,493,610	10,437,015	(943,405)	-9.04%	12,067,541	2,573,931	8,345,992	7,971,134	8,000,944
Surplus / Deficit	6,479,990	2,240,244	4,239,746	189.25%	4,672,394	(1,807,596)	5,475,187	2,669,515	2,786,173
Capital Outlay	1,996,876	2,223,417	(226,541)	-10.19%	2,421,000	424,124	226,182	21,041	235,925
Surplus / Deficit	4,483,114	16,827	4,466,287	26542.44%	2,251,394	(2,231,720)	5,249,005	2,648,474	2,550,248
Other Sources and Uses									
Sale of Assets	558	-	558	NA	-	(558)	-	2,500	12,496
Insurance Claim Proceeds	11,449	-	11,449	NA	-	(11,449)	13,410	-	-
Transfer (To) From Affordable Housing	(888,030)	(923,712)	35,682	-3.86%	(1,007,686)	(119,656)	(675,222)	(448,056)	(478,734)
Transfer (To) From Affordable Housing-Other	-	-	-	NA	(53,500)	(53,500)	-	-	-
Transfer (To) From Broadband	-	-	-	NA	(209,020)	(209,020)	-	-	-
Transfer (To) From Child Development	(204,722)	(195,546)	(9,176)	4.69%	(217,732)	(13,010)	(125,497)	(95,689)	(90,452)
Transfer (To) From Capital Projects	(1,074,489)	(1,137,000)	62,511	-5.50%	(1,137,000)	(62,511)	(66,801)	(51,701)	(20,426)
Transfer (To) From Debt Service	19,873	22,917	(3,044)	-13.28%	25,000	5,127	22,312	(668,905)	24,890
Transfer (To) From Overhead Allocation	625,559	620,886	4,673	0.75%	625,469	(90)	564,006	562,296	583,636
Transfer (To) From Parking Services	-	-	-	NA	-	-	-	-	-
Transfer (To) From Conference Center	(257,113)	(309,981)	52,868	-17.06%	(314,565)	(57,452)	(233,360)	(211,666)	(197,239)
Transfer (To) From Tourism	100,035	100,814	(778)	-0.77%	337,084	237,049	87,140	61,557	16,218
Transfer (To) From Vehicle/Equipment	(333,518)	(376,750)	43,232	-11.47%	(376,750)	(43,232)	(273,973)	(62,447)	(105,767)
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(2,000,398)	(2,198,372)	197,975	-9.01%	(2,328,700)	(328,302)	(687,985)	(912,111)	(255,378)
Surplus / Deficit	\$ 2,482,716	\$ (2,181,545)	\$ 4,664,262	-213.81%	\$ (77,306)	\$ (2,560,022)	\$ 4,561,020	\$ 1,736,363	\$ 2,294,870

2022						2021	2020	2019
Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
		(\$)	(%)					

General Fund

<u>Beginning Fund Balance Components</u>	<u>Actual YTD</u>	<u>Annual Budget</u>
Emergency Reserve	\$ 4,223,639	\$ 4,223,639
Unreserved	10,295,985	11,525,733
Beginning Fund Balance	\$ 14,519,624	\$ 15,749,372
<u>YTD Ending Fund Balance Components</u>		
Emergency Reserve	\$ 4,223,639	\$ 4,223,639
Unreserved	12,778,701	11,448,427
Ending Fund Balance	\$ 17,002,340	\$ 15,672,066

Revenues

Taxes & Assessments - 99% of the annual budget for property taxes has been collected. Specific Ownership taxes are over budget \$16,700 and are \$4,900 less than prior year. Sales tax is 38% over original budget. Construction use tax collections are 35% over budget but 9% under last years collections.

Licenses & Permits - Construction permits are over budget by \$114,300 or 63%. Other permit revenue is over budget by \$26,700. Construction parking fees through this period have been strong, coming in \$16,500 over budget.

Intergovernmental - Intergovernmental revenues are over budget in Road & Bridge taxes by \$35,000.

Charges for Services - Development DRB and planning fees of \$424,150 exceed budget by \$193,300 year to date but are trailing prior year \$59,000.

Fines & Forfeitures - Fines are over budget due to a significant building fine.

Investment Income - Investment income is increasing due to increasing interest rates, and is over the annual budget by \$52,500.

Miscellaneous Revenues - Plaza and vending carts rents are over budget \$23,000. This is mainly due to the new Oak Street Lease. A large donation to the Police Department was made and is in this category.

Contributions - TMVOA roof rebate contributions and environmental services contributions have been received.

Top Ten Budget Variances

Over Budget

Legislation & Council - \$12,933 Over budget due to appraisal fees and travel/training expenses offset by personnel savings in group and workers compensation insurance.
 Building/Facility Maintenance - \$13,281 Over budget in boiler maintenance, maintenance on the new Prospect Plaza space, and Plaza repairs.

Under Budget

Plaza Services - \$197,382 Under budget in personnel costs, Covid related expenses, landscape/irrigation R&M, paver/planter repair.
 Building Division - \$99,355 Under budget due to solar and environmental incentives.
 Road & Bridge - \$99,105 Under budget in personnel costs and paving repairs.
 Planning and Zoning - \$84,619 Under budget in personnel costs, forestry management expenses, and printing & binding fees.
 Town Attorney - \$79,345 Under budget in legal expenses.
 Housing Office - \$78,012 Under budget in personnel costs, marketing and professional services.
 Police Department - \$61,426 Under budget in personnel and software costs.
 Technical - \$59,914 Under budget in personnel costs, software and support expenses.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022				2021	2020	2019		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Tourism Fund									
Revenues									
Business License Fees	\$ 368,833	\$ 350,029	\$ 18,804	5.37%	\$ 362,500	\$ (6,333)	\$ 345,962	\$ 322,714	\$ 318,498
Lodging Taxes - Condos/Homes	2,360,962	2,327,922	33,040	1.42%	2,780,569	419,607	1,845,758	1,019,105	946,092
Lodging Taxes - Hotels	1,077,424	1,059,608	17,816	1.68%	1,289,700	212,276	857,950	684,206	820,899
Lodging Taxes - Prior Year	5,430	4,042	1,389	34.36%	4,042	(1,389)	6,678	3,286	5,311
Penalties and Interest	31,026	21,000	10,026	47.74%	24,000	(7,026)	16,114	12,148	8,489
Restaurant Taxes	619,226	596,411	22,815	3.83%	683,729	64,503	480,529	346,249	435,901
Restaurant Taxes - Prior Year	2,832	2,707	125	4.62%	2,707	(125)	84	1,103	1,779
Total Revenues	4,465,733	4,361,719	104,015	2.38%	5,147,246	681,513	3,553,074	2,388,811	2,536,969
Tourism Funding									
Additional Funding	-	-	-	NA	-	-	-	-	46,719
General Operating Expense	-	-	-	NA	118,161	118,161	-	-	-
Airline Guaranty Funding	2,297,087	2,249,006	48,081	2.14%	2,669,119	372,033	1,799,090	1,176,637	1,297,354
Marketing Funding	1,246,957	801,436	445,521	55.59%	1,500,000	253,043	-	-	-
MTI Funding	-	-	-	NA	-	-	1,666,845	1,148,117	1,176,678
Total Tourism Funding	3,544,044	3,050,442	493,602	16.18%	4,287,280	743,236	3,465,934	2,324,754	2,520,751
Surplus / Deficit	921,689	1,311,277	(389,588)	-29.71%	859,966	(61,723)	87,140	64,057	16,218
Administrative Fees									
Audit Fees	2,500	2,500	-	0.00%	2,500	-	-	2,500	-
Total Administrative Fees	2,500	2,500	-	0.00%	2,500	-	-	2,500	-
Surplus / Deficit	919,189	857,466	(389,588)	-45.43%	857,466	(61,723)	87,140	61,557	16,218
Other Sources and Uses									
Transfer (To) From Other Funds	(100,035)	(100,814)	778	-0.77%	(337,084)	(237,049)	(87,140)	(61,557)	(16,218)
Total Other Sources and Uses	(100,035)	(100,814)	778	-0.77%	(337,084)	(237,049)	(87,140)	(61,557)	(16,218)
Surplus / Deficit	819,154	756,652	-		520,382	(298,772)	-	-	-
Beginning Fund Balance	-	-			-		-	-	-
Ending Fund Balance	\$ 819,154	\$ 756,652			\$ 520,382		\$ -	\$ -	\$ -

November 2022

	2022						2021	2020	2019
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Parking Services Fund									
Revenues									
Fines and Forfeits	46,770	35,724	11,046	30.92%	45,000	(1,770)	44,369	20,995	45,065
Gondola Parking Garage	120,871	102,000	18,871	18.50%	110,000	(10,871)	121,378	109,581	86,739
Heritage Parking Garage	229,018	219,904	9,114	4.14%	230,000	982	235,897	202,151	219,630
Parking in Lieu Buyouts	62,500	-	62,500	NA	62,500	-	13,000	130,000	-
Parking Meter Revenues	33,100	26,773	6,327	23.63%	30,000	(3,100)	33,414	20,544	22,607
Parking Permits	11,555	10,518	1,037	9.86%	12,000	445	9,685	7,450	9,380
EV Station Revenues	1,373	-	1,373	NA	1,500	127	-	-	-
Grant Revenues	-	-	-	NA	18,000	18,000	-	-	-
Special Event Parking	118,566	-	118,566	NA	140,000	21,434	-	-	135,833
Total Revenues	623,753	394,919	228,834	57.94%	649,000	25,247	457,743	490,721	519,254
Operating Expenses									
Other Operating Expenses	67,517	67,000	517	0.77%	80,159	12,642	13,274	12,507	104,689
Personnel Expenses	86,755	135,883	(49,128)	-36.15%	157,438	70,683	125,921	111,064	119,031
Gondola Parking Garage	42,826	62,987	(20,161)	-32.01%	90,734	47,908	83,077	39,030	52,991
Surface Lots	69,915	65,900	4,015	6.09%	65,900	(4,015)	12,307	18,655	20,405
Heritage Parking Garage	81,279	90,437	(9,158)	-10.13%	99,130	17,851	99,560	71,848	69,560
Meadows Parking	1,000	917	83	9.05%	1,000	-	1,000	1,000	1,016
Total Operating Expenses	349,292	423,124	(73,832)	-17.45%	494,361	145,069	335,139	254,104	367,692
Surplus / Deficit	274,461	154,639	302,666	195.72%	154,639	(119,822)	122,604	236,617	151,562
Capital									
Capital	429,092	430,000	(908)	-0.21%	452,600	23,508	14,961	5,415	94,266
Surplus / Deficit	(154,631)	(275,361)	303,574	-110.25%	(297,961)	(143,330)	107,643	231,202	57,296
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	15,345	-	-
Overhead Allocation	(39,519)	(50,365)	10,846	-21.53%	(50,365)	(10,846)	(28,869)	(33,620)	(41,337)
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(39,519)	(50,365)	10,846	-21.53%	(50,365)	(10,846)	(13,524)	(33,620)	(41,337)
Surplus / Deficit	\$ (194,150)	\$ (325,726)	\$ -	0.00%	\$ (348,326)	\$ (154,176)	\$ 94,119	\$ 197,582	\$ 15,959
Beginning Fund Balance	\$ 521,492	\$ 451,037	\$ 70,455						
Ending Fund Balance	\$ 327,342	\$ 125,311	\$ 202,031						

Parking revenues are over budget \$228,834. HPG revenues are over budget 4.1% and under prior year 3%. Parking meter (surface lots) revenues are over budget 23.63% and under prior year 2%. GPG is over budget 18.5% and under prior year by less than 1%. This is due in part to the timing of the purchase of bulk valet tickets. Parking fines are over budget and prior year. General expenses are under budget in personnel costs. GPG is under budget due to supplies and asphalt repair. Surface lots are over budget in general maintenance. HPG has budget savings in tech support, credit card processing fees, and maintenance. Capital costs are for EV charging station expenditures, Bobcat leases, HPG security cameras, and GPG deck resurfacing and consulting for the proposed expansion. The 2022 transfer to the General Fund is \$39,519, which is the overhead allocation.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022						2021	2020	2019
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Event Operations Funding	\$ 11,220	\$ -	\$ 11,220	NA	\$ -	\$ (11,220)	\$ -	\$ 6,831	\$ 6,262
Event Operations Funding - TOT	36,000	36,000	-	0.00%	36,000	-	-	-	-
Operations Grant Funding	196,148	196,148	-	0.00%	196,148	-	2,390,781	1,098,251	580,770
Capital/MR&R Grant Funding	44,004	44,004	-	0.00%	44,004	-	179,009	-	141,241
Insurance Proceeds	-	-	-	NA	-	-	6,122	-	-
Miscellaneous Revenues	95	-	95	NA	-	(95)	-	788	204
Sale of Assets	-	-	-	NA	-	-	-	-	-
Van Rider Revenues	3,316	-	3,316	NA	4,300	984	-	-	-
TSG 1% Lift Sales	208,487	200,000	8,487	4.24%	244,899	36,412	179,491	146,951	183,520
TMVOA Operating Contributions	3,637,232	3,719,213	(81,981)	-2.20%	4,417,138	779,906	1,118,914	2,307,983	2,623,490
TMVOA Capital/MR&R Contributions	263,018	249,959	13,059	5.22%	249,959	(13,059)	474,170	139,809	952,892
Total Revenues	4,399,520	4,445,324	(45,804)	-1.03%	5,192,448	792,928	4,348,487	3,700,613	4,488,379
Operating Expenses									
Overhead Allocation Transfer	32,359	50,417	(18,058)	-35.82%	55,000	22,641	28,013	28,951	37,628
MAARS	58,834	69,133	(10,299)	-14.90%	79,417	20,583	59,227	61,711	62,168
Chondola	138,198	182,624	(44,426)	-24.33%	197,624	59,426	131,095	116,799	134,752
Grant Success Fees	-	-	-	NA	-	-	-	-	27,001
Operations	2,090,542	2,083,924	6,618	0.32%	2,437,607	347,065	1,852,615	1,734,879	1,596,972
Maintenance	1,351,406	1,336,475	14,931	1.12%	1,528,283	176,877	1,228,847	1,255,059	1,133,287
FGOA	421,159	428,788	(7,629)	-1.78%	480,554	59,395	395,511	363,405	402,438
Major Repairs and Replacements	223,822	273,016	(49,194)	-18.02%	273,016	49,194	253,979	139,235	1,071,245
Contingency	-	-	-	NA	120,000	120,000	-	-	-
Total Operating Expenses	4,316,320	4,424,377	(108,057)	-2.44%	5,171,501	855,181	3,949,287	3,700,039	4,465,491
Surplus / Deficit	83,200	20,947	62,253	297.19%	20,947	(62,253)	58,706	574	34,688
Capital									
Capital Outlay	83,200	20,947	62,253	297.19%	20,947	(62,253)	399,200	574	22,888
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ 11,800

The gondola fund expenditures are \$108,057 under budget. MARRS operating expenditures are under budget with savings primarily in worker's compensation insurance expense and wages. Chondola expenses are under budget due mainly to operations personnel costs, utilities, and the terminal rebuild project. Gondola operations is under budget in worker's compensation and Covid related expenses but is over budget in personnel costs. Maintenance is under budget with savings in worker's compensation but over in contract labor and salaries and wages. FGOA costs are under budget mainly in legal and shuttle expenses. MR&R expenditures were for cabin refurb, window buffing, and station upgrades and is over budget due to bull wheel replacement. Capital expense was for grant funded conveyor and driveline rebuilds and a vehicle.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022					2021	2020	2019	
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
Child Development Fund									
Revenues									
Infant Care Fees	\$ 47,976	\$ 48,217	(241)	-0.50%	\$ 52,600	\$ 4,624	\$ 64,806	\$ 46,988	\$ -
Toddler Care Fees	101,530	92,433	9,097	9.84%	100,836	(694)	103,683	88,983	242,499
Preschool Fees	116,119	126,453	(10,334)	-8.17%	137,949	21,830	123,955	102,358	178,456
Fundraising Revenues - Infant	700	3,550	(2,850)	-80.28%	3,550	2,850	-	-	-
Fundraising Revenues - Preschool	1,500	5,000	(3,500)	-70.00%	5,000	3,500	-	-	650
Fundraising Revenues - Toddler	1,700	8,450	(6,750)	-79.88%	8,450	6,750	-	150	265
Grant Revenues - Infant	15,000	23,250	(8,250)	-35.48%	30,000	15,000	49,291	38,567	-
Grant Revenues - Preschool	20,600	25,600	(5,000)	-19.53%	25,600	5,000	34,017	30,543	36,693
Grant Revenues - Toddler	35,600	31,600	4,000	12.66%	31,600	(4,000)	49,550	48,170	60,363
COEC Funds - Infant	-	-	-	NA	-	-	-	15,000	-
COEC Funds - Toddler	-	-	-	NA	-	-	-	15,000	-
Other Grant Funding	324,928	340,600	(15,672)	-4.60%	340,600	15,672	-	-	-
Total Revenues	665,653	705,153	(39,500)	-5.60%	736,185	70,532	425,302	385,759	518,926
Operating Expenses									
Toddler Care Other Expense	46,534	43,235	3,299	7.63%	43,235	(3,299)	34,561	42,986	83,126
Toddler Care Personnel Expense	163,061	176,254	(13,193)	-7.49%	192,277	29,216	222,635	205,219	323,633
Infant Care Other Expense	21,814	18,692	3,122	16.70%	20,910	(904)	22,220	12,993	-
Infant Care Personnel Expense	115,464	131,041	(15,577)	-11.89%	142,954	27,490	111,321	88,917	-
Preschool Other Expense	44,303	35,943	8,360	23.26%	44,922	619	39,260	30,784	51,474
Preschool Personnel Expense	154,271	154,934	(663)	-0.43%	169,019	14,748	120,802	100,549	151,145
Total Operating Expenses	545,447	560,099	(14,652)	-2.62%	613,317	67,870	550,799	481,448	609,378
Surplus / Deficit	120,206	145,054	(24,848)	-17.13%	122,868	2,662	(125,497)	(95,689)	(90,452)
Capital									
Capital Outlay	324,928	340,600	(15,672)	-4.60%	340,600	15,672	-	-	-
Total Capital	324,928	340,600	(15,672)	-4.60%	340,600	15,672	-	-	-
Surplus / Deficit	(204,722)	(195,546)	(9,176)	4.69%	(217,732)		(125,497)	(95,689)	(90,452)
Other Sources and Uses									
Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	204,722	195,546	(9,176)	-4.69%	217,732	13,010	125,497	95,689	90,452
Total Other Sources and Uses	204,722	195,546	(9,176)	-4.69%	217,732	13,010	125,497	95,689	90,452
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ 13,010	\$ -	\$ -	\$ -

Child Development revenues are \$23,828 under budget. Child care fees are under projections due in part to continued illness related closures. Operating expenses are \$14,652 under budget primarily due to being understaffed as well as closures, and scholarships provided to families have been less than budgeted. The program has required funding of \$204,722 from the General Fund in 2022. Capital outlay is for the facility remodel and is funded by ARPA grant monies.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022						2021	2020	2019
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 3,266,423	\$ 3,114,889	\$ 151,534	4.86%	\$ 3,459,145	\$ 192,722	\$ 2,918,945	\$ 2,787,879	\$ 2,595,589
Other Revenues	11,040	8,060	2,980	36.97%	8,650	(2,390)	11,799	16,213	9,399
Ski Ranches Water	323,613	292,735	30,878	10.55%	318,378	(5,235)	266,249	243,092	177,982
Skyfield Water	23,242	29,480	(6,238)	-21.16%	37,544	14,302	21,626	19,409	32,433
Total Revenues	3,624,318	3,445,164	179,154	5.20%	3,823,717	199,399	3,218,619	3,066,593	2,815,403
Operating Expenses									
Mountain Village Sewer	517,158	693,551	(176,393)	-25.43%	718,551	201,393	607,483	516,043	442,017
Mountain Village Water	960,690	988,788	(28,098)	-2.84%	1,124,742	164,052	1,092,715	868,945	843,130
Ski Ranches Water	33,626	38,215	(4,589)	-12.01%	47,941	14,315	22,846	27,284	24,983
Contingency	-	-	-	NA	35,000	35,000	-	-	-
Total Operating Expenses	1,511,474	1,720,554	(209,080)	-12.15%	1,926,234	414,760	1,723,044	1,412,272	1,310,130
Surplus / Deficit	2,112,844	1,724,610	388,234	22.51%	1,897,483	(215,361)	1,495,575	1,654,321	1,505,273
Capital									
Capital Outlay	344,255	1,741,670	(1,397,415)	-80.23%	2,519,338	2,175,083	552,419	357,811	765,356
Surplus / Deficit	1,768,589	(17,060)	1,785,649	-10466.88%	(621,855)	(2,390,444)	943,156	1,296,510	739,917
Other Sources and Uses									
Overhead Allocation Transfer	(196,244)	(196,244)	-	0.00%	(196,244)	-	(187,305)	(174,511)	(170,976)
Mountain Village Tap Fees	132,984	100,000	32,984	32.98%	100,000	(32,984)	215,840	33,680	112,829
Grants	-	-	-	NA	-	-	-	-	-
Ski Ranches Tap Fees	5,150	5,000	150	3.00%	5,000	(150)	-	-	6,000
Skyfield Tap Fees	-	2,000	(2,000)	-100.00%	2,000	2,000	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(58,110)	(89,244)	31,134	-34.89%	(89,244)	(31,134)	28,535	(140,831)	(52,147)
Surplus / Deficit	\$ 1,710,479	\$ (106,304)	\$ 1,816,783	-1709.04%	\$ (711,099)	\$ (2,421,578)	\$ 971,691	\$ 1,155,679	\$ 687,770
Beginning (Available) Fund Balance	\$ 6,467,477	\$ 6,692,459	\$ (224,982)						
Ending (Available) Fund Balance	\$ 8,177,956	\$ 6,586,155	\$ 1,591,801						

Mountain Village water revenues are over budget in irrigation, excess usage and snowmaking fees. Ski Ranch water is over budget due to excess water fees. Other revenues are over budget in maintenance and inspection fees. Skyfield revenues are under budget 21.16% due to excess water fees coming in under budget. Sewer expenditures are under budget 25.43% due to the timing of TOT invoices. Mountain Village water expenses are under budget in personnel expenses, legal, and R&M, which offset overages in electricity due to snowmaking earlier in the year. Ski Ranch operations are under budget because of repairs, water sample analysis, and general maintenance. Capital costs are for Ski Ranches, regional sewer shared expenses, new equipment, and costs related to the new Yellow Brick Road well.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022				2021	2020	2019		
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
Broadband Fund									
Revenues									
Cable TV User Fees	\$ 533,102	\$ 559,439	\$ (26,337)	-4.71%	\$ 580,037	\$ 46,935	\$ 803,315	\$ 896,960	\$ 911,813
Internet User Fees	1,329,855	1,338,902	(9,047)	-0.68%	1,448,298	118,443	1,211,054	1,057,789	1,017,244
Other Revenues	17,715	18,500	(785)	-4.24%	19,473	2,833	25,953	46,164	42,851
Phone Service Fees	16,640	17,482	(842)	-4.82%	19,071	1,356	25,065	32,735	37,540
Total Revenues	1,897,312	1,934,323	(37,011)	-1.91%	2,066,879	169,567	2,065,387	2,033,648	2,009,448
Operating Expenses									
Cable TV Direct Costs	373,033	373,654	(621)	-0.17%	407,623	34,590	701,953	729,852	770,358
Phone Service Costs	13,459	13,389	70	0.52%	14,606	1,147	15,389	17,794	20,549
Internet Direct Costs	239,944	237,165	2,779	1.17%	263,669	23,725	147,473	182,091	214,152
Broadband Operations	672,246	733,419	(61,173)	-8.34%	986,998	314,752	777,817	647,813	532,129
Contingency	-	-	-	NA	3,000	3,000	-	-	-
Total Operating Expenses	1,298,682	1,357,627	(58,945)	-4.34%	1,675,896	377,214	1,642,632	1,577,550	1,537,188
Surplus / Deficit	598,630	576,696	21,935	3.80%	390,983	(207,647)	422,755	456,098	472,260
Capital									
Capital Outlay	301,867	335,525	(33,658)	-10.03%	430,000	128,133	825,664	1,931,835	924,491
Surplus / Deficit	296,763	241,171	55,593	23.05%	(39,017)	(335,780)	(402,909)	(1,475,737)	(452,231)
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer from General Fund	-	-	-	NA	209,020	209,020	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Overhead Allocation Transfer	(170,740)	(170,740)	-	0.00%	(170,740)	-	(171,145)	(177,250)	(170,736)
Total Other Sources and Uses	(170,740)	(170,740)	-	0.00%	38,280	209,020	(171,145)	(177,250)	(170,736)
Surplus / Deficit	\$ 126,023	\$ 70,431	\$ 55,593	78.93%	\$ (737)	\$ (126,760)	\$ (574,054)	\$ (1,652,987)	\$ (622,967)

Fiber Video revenues are under budget 4.7%, accounts are being phased in as installs are completed. Internet revenues are slightly under budget by .7%. Broadband operating expenses are under budget in personnel costs, tech support, and maintenance but over in ONT and Roku purchases. Capital expenses are for the fiber project, equipment, and software upgrades.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022				Annual Budget	Budget Balance	2021	2020	2019
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	NA	-	-	-	-	-
Facility Rental	-	-	-	NA	-	-	-	-	-
Operating/Other Revenues	-	-	-	NA	-	-	-	-	-
Total Revenues	-	-	-	NA	-	-	-	-	-
Operating Expenses									
General Operations	39,676	45,833	(6,157)	-13.43%	50,000	10,324	-	4,600	-
Administration	106,857	144,148	(37,291)	-25.87%	144,565	37,708	119,478	107,066	90,768
Marketing	100,000	100,000	-	0.00%	100,000	-	100,000	100,000	100,000
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	246,533	289,981	(43,448)	-14.98%	294,565	48,032	219,478	211,666	190,768
Surplus / Deficit	(246,533)	(289,981)	43,448	-14.98%	(294,565)	(48,032)	(219,478)	(211,666)	(190,768)
Capital Outlay/ Major R&R	10,580	20,000	(9,420)	-47.10%	20,000	9,420	13,882	-	6,471
Surplus / Deficit	(257,113)	(309,981)	52,868	-17.06%	(314,565)	(57,452)	(233,360)	(211,666)	(197,239)
Other Sources and Uses									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	257,113	309,981	(52,868)	-17.06%	314,565	57,452	233,360	211,666	197,239
Overhead Allocation Transfer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	257,113	309,981	(52,868)	-17.06%	314,565	57,452	233,360	211,666	197,239
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

Expenses for the year are HOA dues, evaluation fee retainer, boiler repairs, and contracted marketing \$'s.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022					2021	2020	2019	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	NA	-	-	-	-	-
Rental Income	41,906	45,173	(3,267)	-7.23%	49,280	7,374	31,490	32,094	27,544
Housing Application Fees	7,470	2,300	5,170	224.78%	2,300	(5,170)	-	-	-
Sales Proceeds	-	-	-	NA	-	-	-	-	-
Total Revenues	49,376	47,473	1,903	4.01%	51,580	2,204	31,490	32,094	27,544
Operating Expenses									
Leased Properties	3,780	3,780	-	0.00%	3,780	-	20,790	19,200	18,929
Operating Expenses	-	-	-	NA	-	-	-	74	487
Norwood Property Lot 644	63,337	77,917	(14,580)	-18.71%	85,001	21,664	-	-	-
Prospect Unit	17,574	49,642	(32,068)	-64.60%	54,155	36,581	11,957	7,172	14,261
Future Housing/Density Bank	500,259	600,000	(99,741)	-16.62%	655,000	154,741	16,086	16,475	14,580
RHA Funding	-	-	-	NA	-	-	92,625	92,625	92,625
Purchase/Resale Units	-	-	-	NA	-	-	22,549	-	-
Total Operating Expenses	691,301	838,339	(147,038)	-17.54%	1,877,250	212,986	164,007	135,546	140,882
Surplus / Deficit	(641,925)	(790,866)	(148,941)	18.83%	(1,825,670)	(210,782)	(132,517)	(103,452)	(113,338)
Other Sources and Uses									
Transfer (To) From MAP	-	-	-	NA	-	-	(11,429)	-	(60,000)
Gain or Loss on Sale of Assets	-	-	-	NA	-	-	14,705	(10,000)	(5,486)
Transfer (To) From General Fund - Sales Tax	888,030	923,712	(35,682)	-3.86%	1,007,686	119,656	675,222	448,056	478,734
Transfer (To) From VCA	-	-	-	NA	(1,388,378)	(1,388,378)	-	-	-
Transfer (To) From General Fund (Other)	-	-	-	NA	53,500	53,500	-	-	-
Total Other Sources and Uses	888,030	923,712	(35,682)	-3.86%	(327,192)	(1,215,222)	678,498	438,056	413,248
Surplus / Deficit	\$ 246,105	\$ 132,846	\$ (113,259)	-85.26%	\$ (2,152,862)	\$ (1,426,004)	\$ 545,981	\$ 334,604	\$ 299,910
Beginning Fund Equity Balance	\$ 3,127,655	\$ 2,120,294	\$ 1,007,361						
Ending Equity Fund Balance	\$ 3,373,760	\$ 2,253,140	\$ 1,120,620						

Rental income is under budget due to the main house in Norwood September through November. Expenses consist of HOA dues, Lot 644 expenses, general legal costs, Norwood property expenses, lease payments for a rental unit, and maintenance and utilities on town owned properties.

Town of Mountain Village Monthly Revenue and Expenditure Report

November 2022

	2022						2021	2020	2019
	Actual YTD	Budget YTD	Budget Var (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 2,086,555	\$ 2,125,024	\$ (38,469)	-1.81%	\$ 2,270,102	\$ 183,547	\$ 1,983,694	\$ 1,920,003	\$ 2,093,471
Other Operating Income	78,810	109,548	(30,738)	-28.06%	118,060	39,250	80,873	115,233	112,159
Total Operating Revenue	2,165,365	2,234,572	(69,207)	-3.10%	2,388,162	222,797	2,064,567	2,035,236	2,205,629
Operating Expenses									
Office Operations	179,052	210,542	(31,490)	-14.96%	232,648	53,596	184,010	150,263	175,940
General and Administrative	131,488	135,022	(3,534)	-2.62%	139,029	7,541	132,088	146,785	106,159
Utilities	295,258	294,578	680	0.23%	321,171	25,913	290,555	349,738	367,398
Repair and Maintenance	474,081	567,729	(93,648)	-16.50%	600,104	126,023	505,724	481,721	367,708
Major Repairs and Replacement	66,240	145,900	(79,660)	-54.60%	195,500	129,260	112,137	160,039	248,256
Contingency	-	-	-	NA	14,500	14,500	-	-	-
Total Operating Expenses	1,146,119	1,353,771	(207,652)	-15.34%	1,502,952	356,833	1,224,514	1,288,546	1,265,461
Surplus / (Deficit) After Operations	1,019,246	880,801	138,445	16%	885,210	(134,036)	840,053	746,690	940,168
Non-Operating (Income) / Expense									
Investment Earning	-	(36)	36	-100.00%	(50)	(50)	(20)	(1,376)	(7,411)
Debt Service, Interest	281,530	281,530	-	0.00%	345,198	63,668	335,317	369,833	286,675
Debt Service, Fees (Cost of Issuance)	350	-	350	NA	-	(350)	933,833	418,441	1,925
Debt Service, Principal	310,000	443,079	(133,079)	-30.04%	443,079	133,079	(15,000)	-	-
Total Non-Operating (Income) / Expense	591,880	724,573	132,693	18.31%	788,227	196,347	1,254,130	786,898	281,189
Surplus / (Deficit) Before Capital	427,366	156,228	(330,383)	-211.47%	96,983	(330,383)	(414,077)	(40,208)	658,979
Capital Spending	194,630	200,000	5,370	2.69%	988,000	793,370	12,971	11,105	392,850
Surplus / (Deficit)	232,736	(43,772)	276,508	-631.70%	(891,017)	(1,123,753)	(427,048)	(51,313)	266,129
Other Sources / (Uses)									
Transfer (To)/From General Fund	(153,120)	(153,120)	-	0.00%	(153,120)	-	(145,466)	(147,964)	(162,959)
New Loan Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Grant Revenues	-	-	-	NA	-	-	93,259	175,837	-
Transfer From AHDF	-	-	-	NA	1,388,378	1,388,378	-	-	-
Total Other Sources / (Uses)	(153,120)	(153,120)	-	0.00%	1,235,258	1,388,378	(52,207)	27,873	(162,959)
Surplus / (Deficit)	79,616	(196,892)	276,508	-140.44%	344,241	264,625	(479,255)	(23,440)	103,170

Rent revenues are under budget 1.8%. Rent revenues exceed 2021 revenues by 7% due to the 2021 rent waiver and increased rents being phased in as leases are renewed. Other revenues are under budget 28.1% due mainly to miscellaneous revenues. Office operations are under budget 15% primarily due to personnel expenses coming in under budget, including travel and training. General and administrative is under budget mainly in legal expenses but also events/promotions and janitorial expenses. Utilities are in line with budget. The savings in electricity have been offset by overages in water/sewer and waste disposal. Maintenance is under budget 16.5% due to employee expenses coming in under budget, as well as supplies, and no roof snow removal for the season. MR&R expenses include carpet replacement and appliance and hot water heater replacements. Capital expenditures consist of soft costs related to Phase IV.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2022**

	2022				Annual Budget	Budget Balance	2021	2020	2019
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Revenues									
Abatements	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	205,800	205,800	-	0.00%	205,800	-	206,000	199,600	203,200
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	478,041	477,688	353	0.07%	477,760	(281)	461,309	532,311	550,730
Reserve/Capital/Liquidity Interest	774	1,832	(1,058)	-57.75%	2,000	1,226	371	1,877	4,910
Specific Ownership Taxes	19,873	22,917	(3,044)	-13.28%	25,000	5,127	22,312	22,528	24,890
Total Revenues	704,488	708,237	(3,749)	-0.53%	710,560	6,072	689,992	756,316	783,731
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	70,800	70,800	-	0.00%	70,800	-	76,000	79,600	83,200
2001/2011 Bond Issue - Principal	135,000	135,000	-	0.00%	135,000	-	130,000	120,000	120,000
2006/2014/2020 Bonds - Heritage Parking									
2014 Bond Issue - Interest	122,635	116,841	5,794	4.96%	116,841	(5,794)	144,032	137,213	250,725
2014 Bond Issue - Principal	345,000	345,000	-	0.00%	345,000	-	295,000	285,000	285,000
Total Debt Service	673,435	667,641	5,794	0.87%	667,641	(5,794)	645,032	621,813	738,925
Surplus / (Deficit)	31,053	40,596	(9,543)	-23.51%	42,919	11,866	44,960	134,503	44,806
Operating Expenses									
Administrative Fees	1,995	3,015	(1,020)	-33.83%	3,182	1,187	1,770	2,289	2,256
County Treasurer Collection Fees	14,311	14,729	(418)	-2.84%	14,732	421	13,877	16,012	16,564
Total Operating Expenses	16,306	17,744	(1,438)	-8.10%	17,914	1,608	15,647	18,301	18,820
Surplus / (Deficit)	14,747	22,852	(8,105)	-35.47%	25,005	10,258	29,313	116,202	25,985
Other Sources and Uses									
Transfer (To) From General Fund	(19,873)	(22,917)	3,044	-13.28%	(25,000)	(5,127)	(22,312)	668,905	(24,890)
Transfer (To) From Other Funds	-	-	-	NA	-	-	-	-	-
Payment to Refunding Bonds Escrow	-	-	-	NA	-	-	-	(80,712)	-
Proceeds From Bond Issuance	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(19,873)	(22,917)	3,044	-13.28%	(25,000)	(5,127)	(22,312)	588,193	(24,890)
Surplus / (Deficit)	\$ (5,126)	\$ (65)	\$ (5,061)		\$ 5	\$ 5,131	\$ 7,001	\$ 704,395	\$ 1,095
Beginning Fund Balance	\$ 351,594	\$ 369,490	\$ (17,896)						
Ending Fund Balance	\$ 346,468	\$ 369,425	\$ (22,957)						



OFFICE OF THE TOWN MANAGER

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 417-6976

TO: Mountain Village Housing Authority

FROM: Amy Ward, Housing Director, Michelle Haynes, Assistant Town Manager & Paul Wisor, Town Manager

FOR: January 19, 2023

DATE: January 13, 2023

RE: Consideration on Second Reading of an Ordinance Conveyance of Lot 644 from the Town of Mountain Village to the Town of Mountain Village Housing Authority consistent with the Home Rule Charter Section 11.5, the Sale of Town Real Estate

OVERVIEW

The Town of Mountain Village has owned Lot 644 since approximately 2011 when the town receive it as part of the Mountain Village Hotel PUD, in exchange for town owned village center active open space land that was replat into the 109R PUD development.

The Town of Mountain Village received final design approval to construct 29 condominiums on the property by the Design Review Board at the November 3, 2022 regular DRB meeting. The Town intends to begin construction this spring and is working with our development partner, Triumph Development West.

The Town of Mountain Village intends to convey the property to the Mountain Village Housing Authority (MVHA) so that the administration of the development, the deed restriction and the lottery will fall under the umbrella of the Mountain Village Housing authority. The MVHA also owns other properties that were either built by or managed by the Mountain Village Housing Authority like Village Court Apartments (operated and owned), and Coyote Court (developed by MV the housing authority).

Consistent with the Home Rule Charter, Section 11.5, the town may sell or dispose of real property in the use for public purposes by ordinance.

There were no changes from first reading of an ordinance which occurred on December 8, 2022.

ATTACHMENTS

- Ordinance
 - bargain and sale deed

MOTION

I move to approve on second reading of an ordinance conveyance of Lot 644 to the Mountain Village Housing Authority consistent with Home Rule Charter Section 11.5.

/mbh

ORDINANCE NO. 2023-__

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO CONVEYING LOT 644 TO THE MOUNTAIN VILLAGE HOUSING AUTHORITY**

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, the Town owns certain real property in the Town of Mountain Village, San Miguel County, Colorado known as Lot 644 (the “Property”) according to the plat recorded as Reception No. 261214; and

WHEREAS, pursuant to Section 11.5 of the Charter, the Town may sell municipally-owned real property in use for public purposes by ordinance of the Town Council; and

WHEREAS, to facilitate development of the Property for affordable housing, the Town Council desires to convey the Property to the Mountain Village Housing Authority (“Housing Authority”) 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. Conveyance. The Town Council, on behalf of the Town, hereby conveys the Property to the Housing Authority by Bargain and Sale Deed, attached hereto as Exhibit A.

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 _____, 2023 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 _____, 2023 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 5.9 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 _____, 2023

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. 2023-__ ("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 _____, 2023. 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 _____, 2023.

 Susan Johnston, Town Clerk
 (SEAL)

EXHIBIT A

After Recording, Mail to:
Garfield & Hecht, P.C.
910 Grand Ave., Suite 201
Glenwood Springs, CO 81601
Attn: David McConaughy, Esq.

Space Above Reserved for County Recorder's Use

BARGAIN AND SALE DEED

THIS BARGAIN AND SALE DEED, effective as of _____, 2023, between **Town of Mountain Village**, a Colorado home rule municipality ("Grantor"), and **Mountain Village Housing Authority** ("Grantee"), a Colorado corporate body organized under C.R.S. §§ 29-4-201, *et seq.*

WITNESSETH, that the Grantor, for good and valuable consideration of One Dollar (\$1.00), and other good and sufficient consideration, Grantor hereby sells and conveys to Grantee all of Grantor's right, title, and interest in, to, upon and over certain real property in the Town of Mountain Village, San Miguel County, Colorado known as Lot 644 (the "Property") according to the plat recorded as Reception No. 261214.

TO HAVE AND TO HOLD, the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or in equity, to the only property use, benefit and behoof of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the ____ day of _____, 2023.

Town of Mountain Village, Colorado

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

Acknowledged before me this ____ day of _____, 2023, by _____ as _____ of Town of Mountain Village, Colorado.

Witness my hand and official seal. My commission expires: _____.

Notary Public



AGENDA ITEM #7B
TOWN MANAGER
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council
FROM: Paul Wisor, Town Manager
DATE: January 12, 2023
RE: Ilium Reimbursement Resolution

Executive Summary: Staff seeks Council approval of a resolution to use future tax-exempt bond or loan proceeds to reimburse the Town for costs associated with the proposed Ilium project that are incurred prior to the issuance of such bond or loan.

Overview

In August 2022, the Town entered into a contract to purchase 55 acres of land located in Ilium. Subject to continued due diligence, the Town intends to build deed restricted workforce housing on the property. It is anticipated the Town would secure tax-exempt financing to finance the acquisition of the property and associated capital expenditures to develop workforce housing.

Under federal tax law, governmental entities are generally prohibited from reimbursing themselves for expenses incurred prior to the issuance of tax-exempt debt. However, a governmental body may adopt a resolution prior to the issuance of debt, and on the basis of that reimbursement resolution use tax-exempt proceed to reimburse pre-issuance expenditures.

Resolution

The Resolution meets the requirements of Treasury Regulation §1.150-2, and would permit the Town to reimburse itself for eligible expenses that have been incurred to date in connection with the proposed development of the Ilium property as well as any expenses incurred prior to the issuance of tax-exempt debt.

Nothing in the Resolution obligates the Town to move forward with the Ilium acquisition or development.

Proposed Motion

I move to approve the resolution expressing the intent of Mountain Village Housing Authority to be reimbursed for certain expenses relating to the acquisition of property in Ilium for the purpose of residential workforce housing.

STATE OF COLORADO)
)
COUNTY OF SAN MIGUEL) SS.
)
TOWN OF MOUNTAIN VILLAGE)
HOUSING AUTHORITY)

The Board of Commissioners (the “Board”) of the Town of Mountain Village Housing Authority, San Miguel County, Colorado (the “Authority”), met in regular session, in full conformity with law and the rules of the Authority, at 455 Mountain Village Boulevard, Suite A in the Town of Mountain Village, being the regular meeting place of the Board, on Thursday, January 19, 2023, at the hour of 2:00 p.m. Upon roll call, the following were found to be present, in person or by telephone, constituting a quorum:

Present:

Chair:	Laila Benitez
Vice Chair:	Dan Caton
Commission Members	Patrick Berry Peter Duprey Jack Gilbride Harvey Mogenson Marti Prohaska

Absent:

There were also present:

Town Manager	Paul Wisor
--------------	------------

constituting all the members of the Board.

Thereupon, the following proceedings, among others, were had and taken:

Commissioner _____ introduced in typewritten form a resolution, which resolution was thereupon read by title, copies thereof having been distributed to all members of the Board and to those members of the public in attendance, and which resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY, EXPRESSING THE INTENT OF THE ISSUER TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO THE ACQUISITION OF PROPERTY IN ILLIUM FOR THE PURPOSE OF RESIDENTIAL WORKFORCE HOUSING.

WHEREAS, the Town of Mountain Village Housing Authority, a public body corporate and politic of the State of Colorado (the “Issuer”), is authorized and empowered by the provisions of the Housing Authorities Law, being Part 2 of Article 4 of Title 29, Colorado Revised Statutes (the “Act”), as from time to time supplemented and amended, to issue revenue bonds, notes or other obligations for the purpose of providing residential housing that substantially benefits persons and families of low income; and

WHEREAS, the members of the Town Council (the “Town Council”) of the Town of Mountain Village, Colorado, duly organized and existing as a home rule town under Article XX of the State Constitution and under its home rule charter, have been duly elected or appointed and qualified; and

WHEREAS, the Town Council has provided that in accordance with the Act, the members of the Town Council shall ex officio be appointed the Commissioners of the Board of Commissioners of the Issuer (the “Board”); and

WHEREAS, the Board has determined that it is in the best interest of the Issuer and public interest and necessity to finance the acquisition of approximately 55-acres of property in Illium for the purpose of developing, constructing and equipping residential workforce housing (the “Project”); and

WHEREAS, the Issuer has determined that it is in the best interest of the Issuer to finance the Project through either: (i) the execution and delivery of Bonds; or (ii) by any other means legally available to the Issuer; and

WHEREAS, the Board has determined that it is necessary to make capital expenditures to acquire and construct the Project prior to the time that the Issuer arranges for the specific financing of such Project; and

WHEREAS, it is the Issuer’s reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), it is the Issuer’s desire that this resolution shall constitute the “official intent” of the Board to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board and the officers, employees and agents of the Issuer directed toward the Bonds and the Project is hereby ratified, approved and confirmed.

Section 2. The Issuer intends to finance approximately \$8,000,000 to pay the costs of the Project, including the reimbursement of certain costs incurred by the Issuer prior to the receipt of any proceeds of a financing, upon terms acceptable to the Issuer, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the Issuer shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution.

Section 4. The officers and employees of the Issuer are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 5. The Issuer shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the Issuer, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall in full force and effect upon its passage and approval.

PASSED AND ADOPTED this January 19, 2023.

TOWN OF MOUNTAIN VILLAGE
HOUSING AUTHORITY

(SEAL)

Chair of the Board of Commissioners

ATTEST:

Vice Chair of the Board of Commissioners

55746138.1



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, Assistant Town Manager
DATE: January 12, 2023
RE: Lot 644 Deed Restriction Discussion

Executive Summary: In November 2022, the Town of Mountain Village, along with its development partner, Triumph Development West, received final DRB approval for the development of deed restricted housing on Town-owned Lot 644. It is anticipated that all Lot 644 units will be for sale units. The memo sets forth items for Council to consider it creating the deed restriction to be placed on the Lot 644 units. No Council action is requested as a deed restriction reflecting comments made by Council at the January meeting will be presented to Council at its February meeting. Staff is also seeking input on a potential lottery process for the sale of the Lot 644 units.

Overview

In November 2022 the Town of Mountain Village, along with its development partner, Triumph Development West, received final DRB approval for the development of deed restricted housing on Town-owned Lot 644. As approved, Lot 644 consists of 29 units ranging from 1-3 bedrooms, for a total of 65 beds. It is anticipated that all Lot 644 units will be for sale units.

In order to assure the development of Lot 644 provides housing for working locals and remains affordable, the Town will place a deed restriction on all the units to be sold. A draft deed restriction is attached hereto as **Exhibit A**. While most deed restrictions share the same general characteristics, it is important to note that deed restrictions can vary greatly as individual deed restrictions reflect the goals and priorities of the community in which the deed restricted property is located.

This memo sets forth items for Council to consider in creating the deed restriction to be placed on the Lot 644 units. It is important to note the items for consideration do not follow the deed restriction as read from beginning to end. Rather, it highlights terms and provisions that become relevant through the lifecycle of a unit – purchase, ownership, sale.

Town staff is seeking feedback from Council with respect to these provisions so that it can present a revised draft to Council at its February meeting.

Deed Restriction Provisions Overview

Our recommendations hope to achieve continuity with other deed restrictions in the region but also maintain a streamlined process that both benefits the owner as well as the Mountain Village Housing Authority to administer. Currently all deed restrictions define the boundary as the R-1 School District.

Deed Restriction Provisions

Qualified Buyer/Owner (Section 2(i)) – The draft deed restriction defines a Qualified Buyer as an individual who is a Qualified Owner. A Qualified Owner is “an individual who works an average of thirty (30) hours or more per week at a business within the R1 school district boundary in San Miguel County, Colorado that holds a valid and current business license, pays sales taxes or is otherwise generally recognized as a legitimate business, and who does not hold any interest in any other developed residential property or dwelling unit within San Miguel County, Colorado.” It should be noted the definition provides those thirty hours can be aggregated, meaning a person who works 60 hours over six months would also qualify.

This definition tracks with the definition used in other Mountain Village deed restrictions. For Lot 644, Council should consider the following:

- Is thirty hours a week sufficient for a single individual to qualify for ownership
- Should an individual qualify if they work 60 hours over six months?
- Is the R-1 school district the correct boundary for qualification?
- Should the definition be expanded to accommodate remote workers?
- Is a Qualified Owner prohibited from owning other property within San Miguel County?

More broadly, through the Comprehensive Plan process as well as public meetings conducted in connection with Lot 644, the Town has received significant comment regarding who should be eligible to own Lot 644 units. Many businesses have expressed interest in purchasing units and then renting them to their employees. Other members of the community have indicated the units should be owner occupied in order to help maintain a cohesive sense of community within Lot 644 and throughout the Meadows. Council should consider whether Qualified Owner should include businesses. If qualified businesses are included, then Council should consider whether qualified business should be subject to the same regulations as qualified individuals. Specifically, that businesses would be prohibited from owning another home within the same boundary as determined by Council.

Occupancy (Section 3) – On the topic of owner occupancy, the current draft of the deed restriction requires at least one Qualified Owner to occupy the units as their Principal Place of Residence. A Qualified Owner must reside within the unit for at least nine months out of the year.

- Is nine months an appropriate amount of time?

Rental (Sections 2(j); 7) – The current draft of the deed restriction permits a Qualified Owner to a Qualified Tenant. A Qualified Tenant must, like a Qualified Owner, must work 30 hours within San Miguel (or aggregate 60 hour weeks for six months). Allowing qualified tenants provides some flexibility for an owner and is allowed regionally in areas such as Lawson Hill.

- Should rentals be permitted?
- How long (or short) should leases with a Qualified Tenant run?

Resale (Section 2(b)) – The deed restriction sets forth a relatively restrictive Maximum Resale Price of 1.5% per annum of the original purchase price. This cap can be raised in the event the current Qualified Owner makes Town-approved capital improvements to the unit.

- The current Mountain Village deed restriction has no cap. Council could consider this option. However, with no cap, some deed restricted units in the Meadows are currently selling for \$800 per square foot, which is making it unaffordable for the individuals for whom the units were intended.
- Increase the cap to something higher. This may allow Qualified Owners to realize a greater appreciation on their investment.
- Tie the purchase price to an index to allow for a Qualified Owner to keep pace with economic trends while preventing prices from increasing beyond the reach of future buyers.

Transfer Fees (Section 4(d)) – Many municipalities fund the administration of the deed restriction program through the collection of fees upon the transfer of a deed restricted unit. Council should consider whether such fees should be collected, or if the benefit of such fees is outweighed by the resulting increase in the sale price of the deed restricted unit.

Relatedly, realtor fees (typically 6% of the purchase price) can increase the overall cost of the unit. Council could consider designating the Housing Authority to essentially serve as the transfer agent for all units, thus reducing or eliminating realtor fees.

Lottery

There are many approaches to take for the initial sale of deed restricted units – first come, first served; evaluation of individual applications; and lottery, among others. Staff proposes, with Council's consent, the Town utilize a lottery system. The region is used to a lottery system and there is already well established guidelines that the Town can emulate. The lottery would generally function as follow:

- Administer by the Town
- Interested purchasers would need to be pre-qualified both pursuant to the deed restriction and including evidence of pre-qualification from a bank
- Points can be assigned based on the following factors:
 - Employment with the Town
 - Employment with essential services (fire, police, teacher, wastewater)
 - Residence within Mountain Village
- Either individuals with the highest points get to select units, or there is an actual lottery with balls allocated to an individual based on the number of points.
- Lottery would be held for each type of unit (three bedroom; two bedroom, etc).

In advance of the lottery the Town would build out an information web page and hold a meetings to educate the community on how to fill out the applications, timelines and to answer questions.

Exhibit A

**EMPLOYEE HOUSING DEED RESTRICTION
RESIDENTIAL DWELLING UNITS, LOT 644, MOUNTAIN VILLAGE**

THIS EMPLOYEE DEED RESTRICTION (the "Deed Restriction") is entered into this _____ day of _____, 202_ (the "Effective Date") by and between TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY, a Colorado corporate body organized under C.R.S. §§ 29-4-201, *et seq.*, with an address of _____, Mountain Village, Colorado 81435 (the "MVHA"), and _____, an individual with an address of _____ ("Buyer") (each individually a "Party" and collectively the "Parties").

WHEREAS, the MVHA owns certain real property in the Town of Mountain Village (the "Town"), San Miguel County, Colorado known as Lot 644 (the "Property"), according to the plat recorded as Reception No. 261214, and has developed the Property as an employee housing project;

WHEREAS, the MVHA is selling the Property to Buyer and desires to restrict the occupancy, use and resale of the Property pursuant to the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

COVENANTS

1. Property. The Property is hereby burdened with the covenants and restrictions specified in this Deed Restriction, which the Buyer shall record against the Property at its expense.

2. Definitions. For purposes of this Deed Restriction, the following terms shall have the following meanings:

a. *Guidelines* means the current version of the 2022 Affordable Housing Guidelines adopted by the MVHA, as amended from time to time.

b. *Maximum Resale Price* (Determined by annualized CPI or flat annual value of 4%, whichever is lower) means the Purchase Price paid by the last Qualified Buyer plus: an increase of 1.5% per annum of such Purchase Price (prorated at the rate of 1/12 for each whole month) from the date of Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually; and the value of Permitted Capital Improvements.

c. *Non-Qualified Owner* means any person who acquires an ownership interest in the Property who is not a Qualified Owner.

d. *Owner* means any person who acquires an ownership interest in the Property, including without limitation Qualified Owners, Non-Qualified Owners and Inheriting Owners.

e. *Permitted Capital Improvements* means those improvements to the Property performed by the current Owner as described in the Guidelines, which shall qualify for inclusion

within the calculation of Maximum Resale Price if the Owner furnishes the MVHA with the following information:

- i. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
- ii. Affidavit verifying the receipts are valid and correct receipts tendered at the time of purchase; and
- iii. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town for the Permitted Capital Improvements.

f. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence there from. In determining what is a Principal Place of Residence, the MVHA shall consider the following: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of parents, spouse and children if any, location of personal and real property, and motor vehicle registration.

g. *Purchase Price* means all consideration paid by a Qualified Buyer for the Property but excludes: any proration amounts, taxes, costs and expenses of obtaining financing; costs of furnishings or personal property; lenders' fees; title insurance fees; closing cost; inspection fees; and real estate purchase or sales commission(s).

h. *Qualified Buyer* means a person who, upon purchase of the Property, will be a Qualified Owner.

i. *Qualified Owner* means an Owner who is an individual who works an average of thirty (30) hours or more per week at a business within the R1 school district boundary in San Miguel County, Colorado that holds a valid and current business license, pays sales taxes or is otherwise generally recognized as a legitimate business, and who does not hold any interest in any other developed residential property or dwelling unit within San Miguel County, Colorado. For example, if an individual worked sixty (60) hours per week for one half of the year at such a business in San Miguel County, Colorado and worked elsewhere for the other half of the year, such person would constitute a Qualified Owner. A *Qualified Owner* also includes an individual who was a Qualified Owner when the individual purchased the Property, but then retires while owning the Property and is sixty (60) years of age or older at the time of retirement, and who, for the five (5) years immediately prior to retirement, worked an average of thirty (30) hours or more per week at a business in San Miguel County, Colorado that holds a valid and current business license, pays sales taxes or is otherwise generally recognized as a legitimate business.

j. *Qualified Tenant* means an individual who works an average of thirty (30) hours or more per week at a business in San Miguel County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. For example, if an individual worked sixty (60) hours per week for one half of the year at such a business in San Miguel County, Colorado and worked elsewhere for the other half of the year, such person would constitute a Qualified Tenant.

k. *Transfer* means any sale, conveyance, assignment or transfer, voluntary or involuntary, of any interest in the Property, including without limitation a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest and an interest evidenced by any contract by which possession of the Property is transferred and an Owner retains title; provided, however, that the lease of a room or rooms within the Property to a Qualified Tenant in accordance with this Deed Restriction shall not constitute a Transfer.

3. Occupancy Restrictions.

a. The Property shall be continuously occupied by at least one (1) Qualified Owner as their principal place of residence.

b. The Qualified Owner may lease a room or rooms in the Property to one (1) or more Qualified Tenants, provided that the Qualified Owner still occupies the Property as their principal place of residence.

c. No business activity shall occur on or in the Property, other than as permitted within the zone district applicable to the Property.

d. If a Qualified Owner ceases to occupy the Property as their principal place of residence, the Property shall be transferred pursuant to Section 4 hereof. An Owner shall be deemed to have changed their domicile by: becoming a resident elsewhere; accepting permanent employment outside of San Miguel County, Colorado; or residing in the Property for fewer than nine (9) months per calendar year.

e. If at any time a Qualified Owner also owns any interest alone or in conjunction with others in any developed residential property or dwelling unit located in San Miguel County, Colorado, the Qualified Owner shall immediately list said other property or unit for sale to sell the Qualified Owner's interest in such property at a sales price comparable to like units or properties in the area in which the property or dwelling unit is located. If said other property or unit(s) has not been sold by the Qualified Owner within one hundred twenty (120) days of its listing, the Qualified Owner shall immediately contact the MVHA to Transfer the Property pursuant to Section 4 hereof. It is understood and agreed that, in the case of a Qualified Owner whose business is the construction and sale of residential properties or the purchase and sale of such properties, the properties that constitute inventory in the business shall not constitute other developed residential property or dwelling unit as those terms are used in this Section.

f. No later than February 1st of each year, the Owner shall submit one (1) copy of a sworn affidavit, on a form provided by the MVHA, verifying that the Property is occupied in accordance with this Deed Restriction and the Guidelines.

4. Transfer.

a. Every Transfer shall be made in accordance with this Section.

b. The Owner shall first notify the MVHA that the Owner wishes to Transfer the Property. The MVHA shall have the first option to purchase the Property.

c. Should the MVHA determine not to purchase the Property, the MVHA shall list the Property for sale in accordance with the Guidelines and shall thereafter select a Qualified Buyer pursuant to the Guidelines.

d. The Property shall be transferred only to the MVHA or a Qualified Buyer and shall not be sold for more than the Maximum Resale Price, which shall be determined by the MVHA in accordance with this Deed Restriction and the Guidelines. The date of closing shall be determined by the MVHA in consultation with the Owner and the Qualified Buyer.

e. Prior to or at closing, the Owner shall pay the MVHA a nonrefundable listing fee equal to 2% of the Maximum Resale Price. The MVHA may instruct the title company to pay said fees to the MVHA out of the funds held for the Owner at the closing.

d. At closing, the Qualified Buyer shall execute, in a form satisfactory to the MVHA and for recording with the San Miguel County Clerk and Recorder, a document acknowledging this Deed Restriction and expressly agreeing to be bound by it.

5. Effect of Transfer to a Non-Qualified Owner.

a. If for any reason the Property is transferred to a Non-Qualified Owner, the Non-Qualified Owner shall immediately contact the MVHA to Transfer the Property pursuant to Section 4 hereof.

b. The Non-Qualified Owner shall execute any and all documents necessary for the Transfer.

c. A Non-Qualified Owner shall not: occupy the Property; rent any part of the Property; engage in any business activity in the Property; or Transfer the Property except in accordance with this Deed Restriction.

d. The MVHA shall have the right and option to purchase the Property, exercisable within a period of fifteen (15) days after receipt of notice pursuant to Subsection a. hereof, and if the MVHA exercises its right and option, the MVHA shall purchase the Property from the Non-Qualified Owner for a price equal to 95% of the Maximum Resale Price, or the appraised market value, whichever is less.

6. Transfer by Devise or Inheritance.

a. If a Transfer occurs by devise or inheritance due to death of an Owner, the personal representative of the Owner's estate or the person inheriting the Property (the "Inheriting Owner") shall provide written notice to the MVHA within thirty (30) days of the date of death.

b. If the Inheriting Owner is a Qualified Owner, they shall provide the MVHA with documentation proving their status as such, and the MVHA may determine if the Inheriting Owner is in fact a Qualified Owner. If the Inheriting Owner fails to provide the required documentation, they shall be deemed a Non-Qualified Owner. If the Inheriting Owner is a Qualified Owner, they shall succeed to the Qualified Owner's interest and obligations under this Deed Restriction.

c. If the Inheriting Owner is a Non-Qualified Owner, the Inheriting Owner shall contact the MVHA to Transfer the Property pursuant to Section 4 hereof.

7. Rental. Nothing in this Section shall preclude a Qualified Owner from sharing occupancy of the Property with other Qualified Tenants on a rental basis, provided that the Qualified Owner continues to comply with this Deed Restriction. Leases of less than thirty (30) days or more than six (6) months are prohibited, provided that a Qualified Tenant may renew a six (6) month lease without limitation.

8. Breach.

a. It shall be a breach of this Deed Restriction for an Owner, Qualified Buyer or Qualified Tenant to violate any provision of this Deed Restriction, or to default in payment or other obligations due to be performed under a promissory note secured by a first deed of trust encumbering the Property.

b. If the MVHA has reasonable cause to believe that an Owner, Qualified Buyer or Qualified Tenant is violating this Deed Restriction, the MVHA may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner or Inheriting Owner with twenty-four (24) hours' written notice. This Deed Restriction shall constitute permission to enter the Property during such times upon such notice.

c. If the MVHA discovers a violation of this Deed Restriction, the MVHA shall notify the Owner, Qualified Buyer or Qualified Tenant of the violation and allow fifteen (15) days to cure.

9. Remedies.

a. Any Transfer in violation of this Deed Restriction shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every Transfer, for all purposes, shall be deemed to include and incorporate by this reference the covenants contained in this Deed Restriction, even if the Transfer documents fail to reference this Deed Restriction.

b. The MVHA may pursue all available remedies for violations of this Deed Restriction, including without limitation specific performance or a mandatory injunction requiring a Transfer of the Property, with the costs of such Transfer to be paid out of the proceeds of the sale.

c. Upon request by the MVHA, each Owner authorizes the holder of any mortgage or deed of trust against the Property to disclose to the Town if any payments due are delinquent and the duration and amount of such delinquency.

d. Any violation of this Deed Restriction shall cause the Maximum Resale Price to freeze and remain fixed until the date such violation is fully cured.

e. In addition to the specific remedies set forth herein, the MVHA shall have all other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy.

10. Foreclosure.

a. An Owner shall notify the MVHA, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within five (5) days of receipt of such notification.

b. An Owner shall immediately notify the MVHA, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

c. Within sixty (60) days after receipt of any notice described herein, the MVHA may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the MVHA shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

d. Notwithstanding any other provision of this Deed Restriction, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Deed Restriction shall remain in full force and effect.

e. The MVHA shall have thirty (30) days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

11. Miscellaneous.

a. Modification. This Deed Restriction may only be modified by subsequent written agreement of the Parties.

b. Integration. This Deed Restriction and any attached exhibits constitute the entire agreement between Buyer and the MVHA, superseding all prior oral or written communications.

c. Binding Effect. This Deed Restriction shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

d. Severability. If any provision of this Deed Restriction is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

e. Governing Law and Venue. This Deed Restriction shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in San Miguel County, Colorado.

f. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Buyer under this Deed Restriction without the prior written approval of the MVHA.

g. Third Parties. There are no intended third-party beneficiaries to this Deed Restriction.

h. No Joint Venture. Notwithstanding any provision hereof, the MVHA shall never be a joint venture in any private entity or activity which participates in this Deed Restriction, and the MVHA shall never be liable or responsible for any debt or obligation of any participant in this Deed Restriction.

i. Notice. Any notice under this Deed Restriction shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Deed Restriction.

j. Recording. This Deed Restriction shall be recorded with the San Miguel County Clerk and Recorder. The benefits and obligations of the Parties under this Deed Restriction shall run with the land, and shall be binding on any subsequent holder of an interest in the Property.

k. Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Deed Restriction are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Mountain Village Town Council, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

IN WITNESS WHEREOF, the Parties have executed this Deed Restriction as of the Effective Date.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO**

Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

BUYER

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 201_, by _____, as the owner of the Property located at _____ Mountain Village, Colorado 81435.

Witness my hand and official seal. _____
Notary Public

(S E A L)

My commission expires:

DRAFT



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item No. 9

TO: Town Council

FROM: Amy Ward, Planning and Community Housing Program Director
Rodney Walters, Town Forester / GIS Assistant

FOR: Town Council Regular Meeting; January 19, 2023

DATE: January 10, 2023

RE: Community Forestry Program Update and State of Forest Report

Executive Summary: In July 2022, Rodney Walters began his new position as the Town of Mountain Village (TMV) Town Forester/GIS Assistant. Two goals of the new forester position were initiated during the remainder of 2022: 1. the maintenance of the current components of the TMV Forestry Program and 2. the production and sustainment of a data based TMV Strategic Forest Management Plan. The Town Forester is updating the Council to describe how the current components of the TMV Forestry Program were maintained during the second half of 2022 and to communicate what actions have been taken so far in a 4-step process to produce a Strategic TMV Forest Management Plan. The Town Forester will be asking the council what method they would prefer, in step 2 of the plan, to gather community stakeholder feedback for the development of TMV Forestry Program's strategic goals. Additionally, the forester will answer any Council questions about what has been learned so far in step 1, "what do we have?" based on a preliminary assessment by Dr. Sibold and other informational sources regarding TMV's community forest(s).

Attachments:

Exhibit A: Mountain Village Forest Management Plan, 2014 (Bangert)

< <https://mtnvillage.exavault.com/share/view/3aop7-euqye94b> >

Exhibit B: Town of Mountain Village – Forest Type and Conditions Report, 2022 (Sibold)

< <https://mtnvillage.exavault.com/share/view/3aoqa-4n8a4x4c> >

Exhibit C: *Colorado State Forest: Adaptive Silviculture for Climate Change* (ASCC webpage information)

< <https://forestadaptation.org/adapt/demonstration-projects/colorado-state-forest-adaptive-silviculture-climate-change-asc#:~:text=The%20Colorado%20State%20Forest%20is,across%20the%20U.S.%20and%20Canada> >

Mountain Village Community Forestry Program

Introduction and Forestry Program Overview

Rodney Walters (Town Forester/GIS assistant) started working full time as the Town Forester on July 25th, 2022 and has been operating within two initial goals:

1. **Maintain the current components of the Mountain Village Forestry Program**
2. **Produce and sustain a data based Strategic Mountain Village Forest Management Plan** that incorporates the vision and goals of the Mountain Village community and facilitates high-quality management of the Town of Mountain Village's tree and forest resources.

During the past two decades southwest Colorado has experienced warmer and dryer conditions than in the past 1200 years, the forests of the Upper San Miguel (USM) watershed experienced three substantial droughts accompanied by an extended period of unseasonable warm weather. The result was substantial aspen drought mortalities, beetle and other insect outbreaks, significant amounts of sub-alpine fir die-off, and a buildup of standing dead and forest floor fuels that will increase the likelihood of fire intensity if a wildfire should occur. Extreme conditions are likely to become more of a normal state as we move through the next thirty to forty years (Sibold 2022).

The primary goal for the TMV's forestry program outlined in the Community Development Code provides the directive to "...preserve and maintain a healthy forest ecosystem and landscape while also protecting buildings from wildfire" (TMV 2020). There are several challenges associated with these principal goals. We are entering a time where a forestry buzzword for the American Southwest is "conversion", which means many forest systems are changing in species composition or, in some cases, from forest vegetation cover types to non-forest vegetation cover types. "Natural resources are among our most valuable assets and are worthy of protection and stewardship. Mountain 'Village's forests need to be managed to address contemporary and emerging issues including forest health, wildfire, loss of scenic vistas, and aesthetic values, ongoing and potential bark beetle outbreaks, habitat diversity for wildlife, watershed health, carbon sequestration, and potential climate change" (Bangert 2014). To meet the stated TMV goals above, active management of TMV's forest will be required to successfully maintain forest health, prevent wildfire, and help facilitate the inevitable forest migration transformation that has begun within the USM watershed area (Sibold 2022). This transformation has been stated by Dr. Sibold and other scientists as having already started and it is anticipated to accelerate over the next 40 years (The Northern Institute of Applied Climate Science 2022).

A strategic approach is needed to achieve the Town's forestry goals over time. An effective strategic process will:

1. Gather fact-based data to generate high-quality forest assessments
2. Engage the community and its partners to formulate a vision and objectives
3. Apply resources to complete objectives through the completion of ongoing field work projects
4. Engage in an ongoing program assessment process to facilitate and adaptive capability to the strategic approach

The sustainment of a long-term, ongoing forest management approach will be a challenge. However, the Town of Mountain Village is up to the task of achieving its environmental and forestry goals.

Mountain Village Forestry Program Accomplishments, 2022:

Historically, the Town of Mountain Village Forestry Program has consisted of 5 main areas of focus:

1. Town Woodlot and Tree Removal Permitting
2. Wildfire Mitigation Defensive Space Incentive Program
3. Cedar Shake Incentive Program
4. Regional Wildfire Mitigation Engagement
5. Forest Health Activities

Specific 2022 details on each of the above program areas.

1. The Mountain Village woodlot and tree removal permitting:

The **woodlot** program has been very successful and has helped to reduce greenhouse gas and overall emissions. Staff has continued to work with contractors to utilize the wood lot to reduce overall project costs for residents. Contractor agreements were updated for 2022 and onsite signage helps ensure compliance with woodlot regulations. Within the forester's oversight, contractors and other woodlot users have demonstrated an excellent level of stewardship and respect in following the rules and keeping the woodlot neat, tidy, and functional. Wood from thinning projects, that would otherwise be transported to the landfill or to private wood yards, has been made available to Mountain Village residents and regional firewood users. The woodlot has become a valued community resource.

The Town requires **tree removal permits** be issued by the Town Forester for any proposed tree removals. The overall number of tree removal permits issued in 2022 was 167 permits (Table 1).

Table 1. Tree permits

Year	2017	2018	2019	2020	2021	2022 (July – December)
Tree Permits Issued	137	104	97	84	101	167

The primary reasons for tree removals requests included dead, diseased, and hazardous trees. Tree removals for wildfire mitigation is becoming a very high priority for property owners because insurance companies are increasingly concerned with wildfire risks and have begun increasing rates and/or compelling property owners to harden their properties from wildfire to be able to maintain their insurance coverages.

As a result of beetle infestations effecting several tree species and high rates of tree mortalities continue to be a trend in Mountain Village, particularly among the subalpine fir trees. The town continues to waive the fee for trees that are deemed hazardous, dead, or dying. Tree removal permit fees are required for larger projects that involve more staff participation at a prescribed hourly rate of \$75 per hour for staff time.

In addition to tree permitting, the forester position also provides pre and post development plan referral reviews for landscaping and fire mitigation plans, issues tree removal guidance for new construction and additions, delivers follow up inspections for new construction to verify that the landscaping meets requirements for wildfire protection, and offers site visits for homeowners.

2. Wildfire Mitigation Defensive Space Incentive Program

Due to insurability issues and increasing interest in wildfire risk mitigation, the Defensive Space Incentive Program is currently in very high demand. During 2022, twenty-four (24) Wildfire Mitigation, Defensive Space Program assessments were conducted on private properties, resulting in the completion of fifteen (15) Defensive Space projects. Several other projects are in various stages in the process of completion. There are an additional eleven (11) requests for Defensive Space Program assessments on a wait list. These requests are being facilitated at a rate of about one (1) assessment per week. The Town of Mountain Village, working in conjunction the Town of Mountain Village owners Association (TMVOA) in this 50/50 cost share program, provides up to \$10,000 per property for this important work to occur. The goal is to continue to work at a pace of assessing approximately one property per week to provide resources to help Mountain Village property owners mitigate their properties from potential wildfire effects. The assignment of firefighting assets for property or neighborhood defense in a process known as “structural triage”, is most often determined by how well areas have been made safe enough for firefighters to operate and by how likely infrastructure may be saved. Wildfire defensive space mitigation projects and home hardening measures improve a structure’s likelihood of surviving a wildfire and advances the primary criterion for assigning

firefighting assets to specific locations (Colorado State Forest Service 2012). In real terms, Defensive Space Incentive Program projects are helping our community to become safer with the completion of each project.

3. Cedar Shake Incentive Program

The single most effective step that can be taken to protect properties from wildfire is to ensure that cedar shake roofing is replaced with UL Class A fire rated roofing assemblies that have been certified by a testing agency to be effective against severe fires (Colorado State Forest Service 2012). During 2022, we processed twenty-six (28), cedar shake building permits as part of the incentive program with a total waived permit value of \$127,996.55 with a \$3,412,104.47 valuation. The replacement of cedar shake roofs is helping properties to be insurable and provides our community with much needed protection from potential wildfire.

4. Regional Wildfire Mitigation Engagement

The Town of Mountain Village recognizes that engagement and participation with regional agencies is a critical component in the mitigation of potential wildfire effects for the community. Wildfires are indiscriminate as they cross all boundaries and property lines. As such, it is important that regional community members engage and participate to do their part to help prevent forest fires and plan to complete projects that minimize the effects of fire when they do occur.

During 2022, Mountain Village engaged as a participating partner in the process of updating San Miguel County's Community Wildfire Protection Plan (CWPP) and the San Miguel County All Hazard Mitigation Plan. Mountain Village staff and the forester participated in meetings with the West Region Wildfire Council collaborative and are reaching out to other organizations and agencies including: Telluride Fire District; Telski; the US Forest Service, Norwood Ranger District; the Colorado State Forest Service; Upper San Miguel Watershed Coalition; and others to become more informed and to participate as a community member in addressing wildfire risks. The goal is to facilitate partnerships in obtaining resources for mutually beneficial, meaningful, and effective planning efforts and field projects that will help Mountain Village mitigate the effects of potential wildfires and keep our community safe.

5. Forest Health Projects and Activities

Generally, forest health and fire mitigation objectives can be achieved simultaneously. This is because regeneration and thinning projects both improve forest health and reduce negative effects of wildfire. It is recommended that forest regeneration field projects that range in an accumulative scope and scale large enough to be effective be implemented in a phased approach over time. To be effective over time, this method would require ongoing

phased fieldwork. This approach, by necessity, would involve partnering with private landowners and organizations such as the Town of Mountain Village Owners Association and private property owners for the treatment of strategically important areas, such as Lawson Overlook, private properties on TMV's southern border, private properties on the slopes located on the southside of Mountain Village Blvd, the northern and southern TMV trail system areas, and the privately owned downslope areas surrounding the northern TMV border slope and top of slope areas.

The Forest health management program involves annual forest health management projects on Town of Mountain Village-owned parcels. These projects are important for helping to reduce tree risks, improving forest health, reducing fuel loads, and for setting an example of attentive stewardship within our community. During 2022, five forestry field projects were conducted to reduce tree risks and improve forest health:

- Upper Benchmark Road - Storm damage cleanup
- Lower Benchmark Road – Right-of-Way hazard tree abatement
- Mountain Village Lot OS 16 (between Benchmark Drive & Wilson Peak Drive) – Dead tree hazard mitigation and forest floor fuels cleanup
- Dead tree hazard mitigation on Mountain Village Boulevard, near Aspen Ridge Dr.
- Mountain Village Lot 650 – Disease abatement (removal of 10 diseased Douglas fir trees) and dead aspen hazard removals over the new Mountain Village Shop building

In addition, MCH (3-methyl-2-Cyclohexen-1-one) bubble packets, were purchased for the purpose of treating forest stands that contain Douglas fir trees with this Douglas fir and spruce trees. MCH is a naturally occurring anti-aggregation pheromone that repels Douglas-fir beetles.

Produce and sustain a data based Strategic Mountain Village Forest Management Plan:

Ultimately, forest health and fire mitigation goals should be determined by science-based data and the vision of the Mountain Village Community. To achieve this, a long-term approach should establish a Forest Management Plan that produces the effective and sustainable achievement of the desired level of forest health and wildfire protection. The Colorado State Forest Service is engaged in testing silvicultural approaches to forest health adaptation (Adaptive Silviculture for Climate Change – ACC, 2022) that are already producing strategies and recommendations for spruce-fir forest management. These tests are already providing a range of forestry practices and methods that may prove to be very useful for the Town of Mountain Village.

For an effective and sustainable Mountain Village Forestry Program to occur, it is imperative that a Strategic Mountain Village Forest Management Plan be developed. This plan

will incorporate the vision and goals of the Mountain Village community and facilitates high-quality management of the Town of Mountain Village's tree and forest resources. Effective strategic community forest management plans involve four primary components:

1. Science based data and analyses to determine what we have.
2. A community vision and goal setting process to determine what results we want.
3. Application of resources and short-term plans to complete field projects to meet established objectives on a scope and scale that produces effective results over time.
4. An ongoing review process that evaluates if strategic goals are being achieved and allows for adaptive management by providing opportunities for adjustments to the ever-changing distinctiveness of natural systems, social based goals, and economic realities.

Preliminary Data and Analyses

During the second half of 2022, two sets of preliminary data-based analyses have been produced. The town forester utilized an online web-based tool from the [Colorado Forest Atlas](#) website to generate a report (10-18-2022) for the Mountain Village area. This report utilizes satellite-based data and US Forest Service automated analytics to produce maps, graphs, and charts that visually show wildfire related products that indicate geographically based factors such as Wildfire Risk ratings, Fire Intensity scales, Wildland Urban Interface Risks ratings and more (CO-WRAP 2020). Although this report is both compelling and helpful, it does have notable limitations, such as the 30-meter pixel size of the satellite data (which produces distortions) and the age of the data itself, which is up to five years old.

A second preliminary data-based set of analyses was conducted by Dr. Sibold who was hired by the town of Mountain Village this past summer to conduct a 2022 Mountain Village Forest Assessment (Sibold 2022). The resulting [Town of Mountain Village - Forest Type and Conditions Report](#) embodies the benefit of up-to-date field observations and measurements as an enhancement to the 30-meter pixel sized satellite data, which has been interpreted by Dr. Sibold, a leading forest health and wildfire expert. Although this information is helpful and does contain sound generalized recommendations, Dr. Sibold himself expressed that he faced challenges in effectively producing accurate vegetation maps that show forest health and forest fuel conditions at a level of accuracy that is needed to create high quality forest health and fire modeling maps at a scale that is most relevant for the Town of Mountain Village.

High Quality Data and Analyses

As a result of the limitations of the preliminary analyses and based on Dr. Sibold's recommendation, a fly over to generate LIDAR data was contracted and scheduled for June 2023. This data will provide Town of Mountain Village with highly accurate data that shows

terrain slope, forest floor fuels, the diameter and crown of every individual tree, and the health of the trees as measure by infrared spectral analysis. This data will allow the generation of state-of-the-art fire behavior models based on various scenarios and conditions. It will also identify, to a high level of accuracy, the species composition and health of the forest trees. This information will be utilized to produce a set of products that will allow recommendations to be made with a high level of confidence. This will help Mountain Village pinpoint treatment areas that will produce the most effective results in maintaining forest health and wildfire safety.

The Town Forester's goal is to assess the data and analyses that will be delivered and engage TMV stakeholders during the remainder of 2023 to establish forestry and wildfire mitigation goals for the Town of Mountain Village. This engagement and feedback from representatives of the TMV's community will help direct the development of a Town of Mountain Village Strategic Forest Management Plan. During the interim, field projects will continue to be conducted according to best understandings of priority until a longer term, comprehensive strategic process is able to be implemented. This multi-pronged approach will ensure that import forestry work continues and will also help increase the effectiveness of future operations over time by introducing an informed strategic process that boosts the efficacy of field projects through the provision of data based, adaptive management of TMVs community forests.

References

1. Bangert D (2014) Mountain Village Forest Management Plan. Mountain Village, CO
2. Colorado State Forest Service (2012) Protecting Your Home from Wildfire: Creating Wildfire-Defensible Zones: Quick Guide Series, Fire 2021-1. Fort Collins, CO
3. Colorado Wildfire Risk Assessment Summary Report-CO-WRAP (2020) TMV Firerisk 2020. Generated from the Colorado Forest Atlas – Applications. <https://coloradoforestatlas.org/> Colorado State Forest Service. Colorado State University, Fort Collins, CO. Accessed 7 Oct, 2022
4. Sibold J (2022) Town of Mountain Village – Forest Type and Conditions Report. Fort Collins, CO
5. The Northern Institute of Applied Climate Science (2022) *Colorado State Forest: Adaptive Silviculture for Climate Change* (ASCC). In Climate Change Response Framework. <https://forestadaptation.org/adapt/demonstration-projects/colorado-state-forest-adaptive-silviculture-climate-change-asc#asc#::~:~:text=The%20Colorado%20State%20Forest%20is,across%20the%20U.S.%20and%20Canada.> Accessed 12 Dec 2022
6. Town of Mountain Village-TMV (2020) Community Development Code, Title 17 of the Town of Mountain Village Municipal Code. Town of Mountain Village, CO

Mountain
Village
Community
Forestry
Program

Program Update and
State of the Forest
Report

Rodney Walters - TMV Forester



Photo Credit: University of Colorado Boulder

TMV Forestry Program, State of Forest Overview

Forestry Program Achievements, 2022

Goal: Produce & Sustain a Strategic Mountain Village Forest Management Plan

Summary



The State of the Forest Overview

The state of the TMV forests is changing. The warmer and dryer temperatures experienced over the past two decades is likely to become the norm. This will result in widespread tree mortalities, beetle and other insect outbreaks, increased occurrences of new tree pathogens, and the continuing buildup of standing dead and forest floor fuels. It will result in forest migration and species composition changes (Sibold).



TMV Forestry Program Achievements, 2022

1. Woodlot & Tree Removal Permits

- The TMV Woodlot (Continued Success)
- Total Tree Permits Issued = 167

Year	2017	2018	2019	2020	2021	2022
Tree Permits Issued	137	104	97	84	101	167

2. Wildfire Defensive Space Mitigation Incentive Program

- Completed Defensive Space Program Projects = 15

3. Cedar Shake Roof Replacement Incentive Program

- Cedar Shake Program: 28 permits issued, \$127,997 waved fees , \$3,412,104 valuation

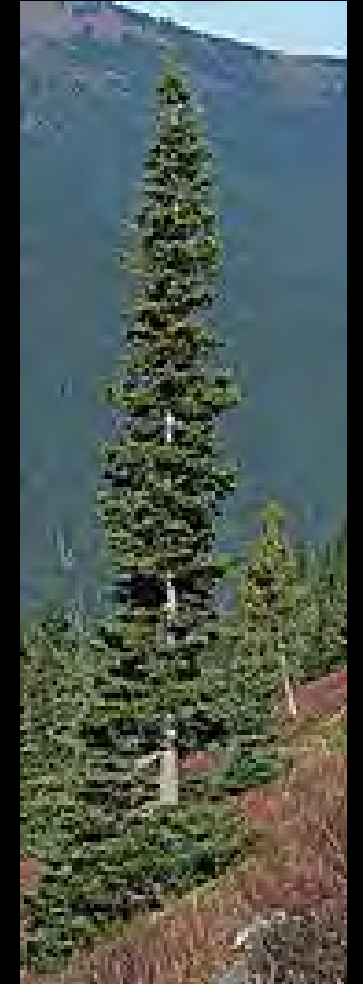


Photo Credit: Wisegmund, Wikimedia Commons

TMV Forestry Program Achievements, 2022

4. Regional Wildfire Mitigation Engagement

- Participation in updating San Miguel County's Community Wildfire Protection Plan (CWPP) and the County's All Hazard Mitigation Plan
 - Involvement & Engagement with the West Region Wildfire Council collaborative
 - Reaching out and having conversations with local & regional organizations
 - Telluride Fire District
 - US Forest Service
 - Upper San Miguel Watershed Coalition
 - Colorado State Forest Service
- Future Opportunities Include: Firewise (recognition),
Fire Adapted Colorado (FACO) (recognition), and/or TMV specific CWPP



TMV Forestry Program Achievements, 2022

5. Forest Health Projects and Activities

- **2022 Forest Type & Conditions Report, Dr. Sibold assessment)**
- **Upper benchmark Road - Storm damage cleanup**
- **Lower Benchmark Road - Right-of-Way hazard tree abatement**
- **Mountain Village Lot OS 16 (between Benchmark Drive & Wilson Peak Drive) - Hazard tree mitigation & ground fuels cleanup**
- **Hazard tree abatement on Mountain Village Boulevard , near Aspen Ridge Dr.**
- **Mountain Village Lot 650 - 10 Disease abatement (10 diseased Douglas fir trees) & dead aspen hazard removals over the new Mountain Village Shop building**
- **MCH repellent bubble caps ordered for Douglas-fir beetle treatment of Douglas fir stands this coming spring**



Photo Credit:
Thomas Morse



Goal

Produce and sustain a science-based Strategic Mountain Village Forest Management Plan

TMV Strategic, Forest Management Plan

How we get there

EFFECTIVE ANALYSES

Science Based Data and Analyses to Determine What We Have

- Forest Type and Conditions Report 2022 (Sibold)
- TMV Firerisk, CO. Wildfire Risk Summary Report (CO-WRAP)
- LIDAR Flight & Analyses (2023) & other future Assessment products

ESTABLISH COMMUNITY GOALS

Engage Community Stakeholders to Recommend Goals

- Assemble a group of representative community members to formulate a vision, investigate options, & provide consensus-based strategic objectives

DECIDE HOW TO ACHIEVE GOALS & MOBILIZE

Apply Resources and Initiate Field Projects

- Design resource and annual work plans to successfully achieve established strategic objectives

ASSESS PROGRESS

Perform Iterative Reviews to Determine if Strategic Goals are being Achieved

- Opportunity to make adjustments & adapt to changing nature of ecosystems, evolving social goals, & economic realities (sustainable progress)

Next Step: Establish Community Goals

REPRESENTATIVE SET OF TMV STAKEHOLDERS

- **Town Council Member?**
- **TMV Staff**
- **Telluride Fire District (Chief Bennett)**
- **TMVOA Representative(s)**
- **DRB Member**
- **HOA Leaders**
- **Private landowners (Genesee, Telski, Others?)**
- **Single Family Homeowner Representative?**
- **Regional Forestry Experts**
- **Others?**

COMMUNITY FEEDBACK

- **What method to engage stakeholders & receive feedback about community goals?**
 - **Work Group**
 - **Task Force**
 - **Committee**
 - **Workshop**
 - **Survey**
 - **Other?**
- **Proposed Timeframe: 4 meetings over 8 months? Commence fall of 2023**



Summary

TMV's forests are changing. Warmer and dryer conditions are likely to persist and intensify causing widespread tree mortalities, insect outbreaks, increased occurrences of new tree pathogens, and the buildup of standing dead and down forest floor fuels. This will result in species composition changes and forest migration in and around the Town of Mountain Village (Sibold).

These evolving conditions present challenges to the maintenance of healthy forests. However, the Town of Mountain Village is up to the task of achieving its environmental and forestry goals. By developing a strategic approach that facilitates adaptation forest health strategies, we may foster the development of healthy and sustainable community forests that demonstrates resiliency during an era of changing conditions.

A close-up photograph of a tree trunk showing concentric growth rings in shades of brown, tan, and blue. The rings are curved and create a tunnel-like perspective.

Thank you

Rodney Walters

rwalters@mtnvillage.com

(970) 369 - 8603

Spruce/subalpine forest stand type with budworm and beetle kill damage



Colorado State Forest: Adaptive Silviculture for Climate Change (ASCC)

How We Get There:

Strategic Mountain Village Forest Management Plan

I. **Effective Analyses (What do we have?) - High Productivity Forest (Exhibiting signs of decline**



Photo credit: R. Andrus

Town of Mountain Village Forest Type and Conditions Report

(Dr. Jason Sibold, 2022)

- **Declining overall forest health**
 - ❑ 2 Decades of Hotter & Dryer Conditions (likely to become the norm)
 - ❑ Drought stress induced tree mortalities
 - ❑ Drought stress as a predisposing agent for pathogens & disease complexes
 - Sudden Aspen Decline (SAD) -
 - * Spruce budworm
 - * Western balsam bark beetle
 - * Douglas-fir bark beetle
 - Western balsam bark beetle
 - ***Spruce beetle
- Increasing standing dead & downed tree fuel loads



Photo Credit: Gilpin County Extension

I. Analyses (What do we have?)

Town of Mountain Village Forest Type and Conditions Report (Dr. Jason Sibold 2022)

- **Forest Stand Types**

- **Aspen** - Drought losses of 25-50% of large canopy trees caused a pulse of new regeneration that made the stands more resilient (ungulate browse is an issue)
 - **Recommendation** - Thin stand and protect saplings from ungulates
 - Monitor aspen for aspen bark beetle developments
- **Aspen/Conifer** (lower, north side stands contain many Douglas fir) - Ungulate browse is reducing aspen regeneration and spruce budworm has significantly impacted the Douglas fir and subalpine fir trees. Subalpine fir are being heavily defoliated. Western balsam beetle is having scattered effects on subalpine fir.
 - **Recommendation** - Promote aspen, Englemann spruce, Douglas fir and aspen regeneration & their recruitment into the canopy
 - Remove standing dead and down. Thin conifers for crown separation



I. Analyses (What do we have?)

Town of Mountain Village Forest Type and Conditions Report - Dr. Jason Sibold, 2022

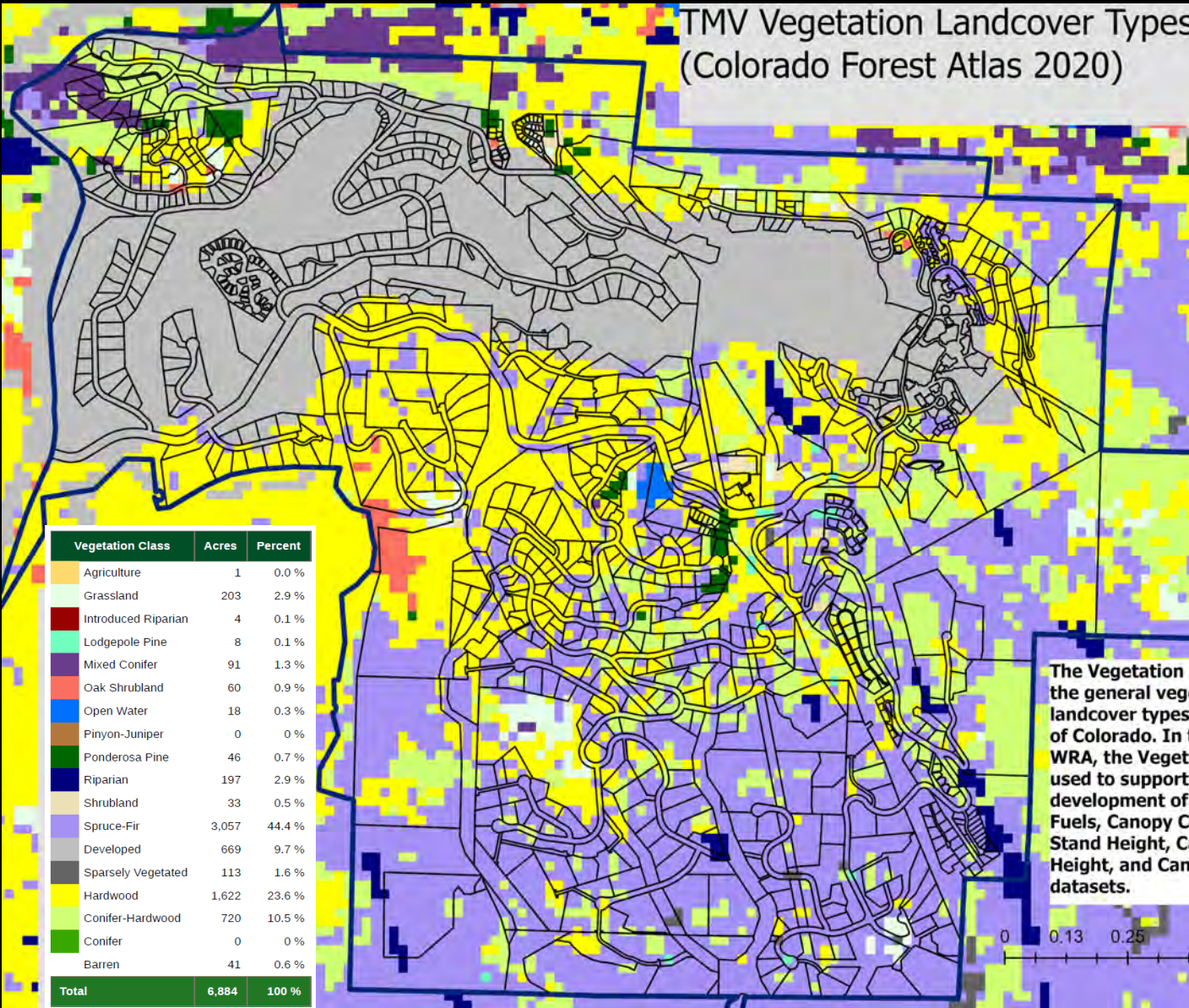
- **Forest Stand Types (continued)**

- **Englemann spruce/subalpine fir (conifer) forests** - The least healthy of the stand types, approximately 250-300 in age (near the end of the natural 350-year fire regime cycle) dominating the higher elevation forests in TMV. They have proportionally greater numbers of subalpine fir. The spruce trees are the healthiest tree species, while the subalpine fir trees are the least healthy. The spruce are showing a greater resilience to spruce budworm where the subalpine fir are being heavily defoliated by the same insect. A majority of the subalpine may not survive the spruce budworm outbreak, which is creating large quantities of dead and down fuels. A potential outbreak of spruce beetles could kill the remaining spruce trees.

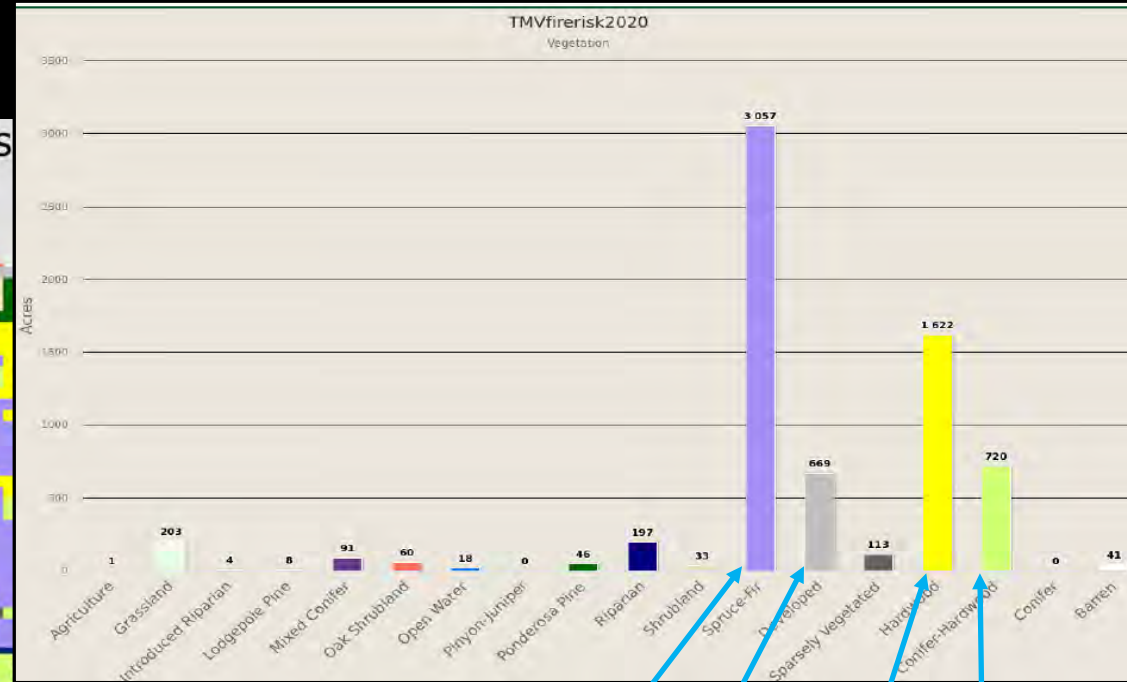
- **Recommendations**
- **Remove heavily diseased trees and excessive fuels**
- **Treat management actions as experiments to refine management options and facilitate more spruce regeneration**
- **Thin to increase the health of stands, favoring spruce**



Vegetation Cover Types in TMV



The Vegetation map describes the general vegetation and landcover types across the state of Colorado. In the Colorado WRA, the Vegetation dataset is used to support the development of the Surface Fuels, Canopy Cover, Canopy Stand Height, Canopy Base Height, and Canopy Bulk Density datasets.



spruce-fir
3,057 acres

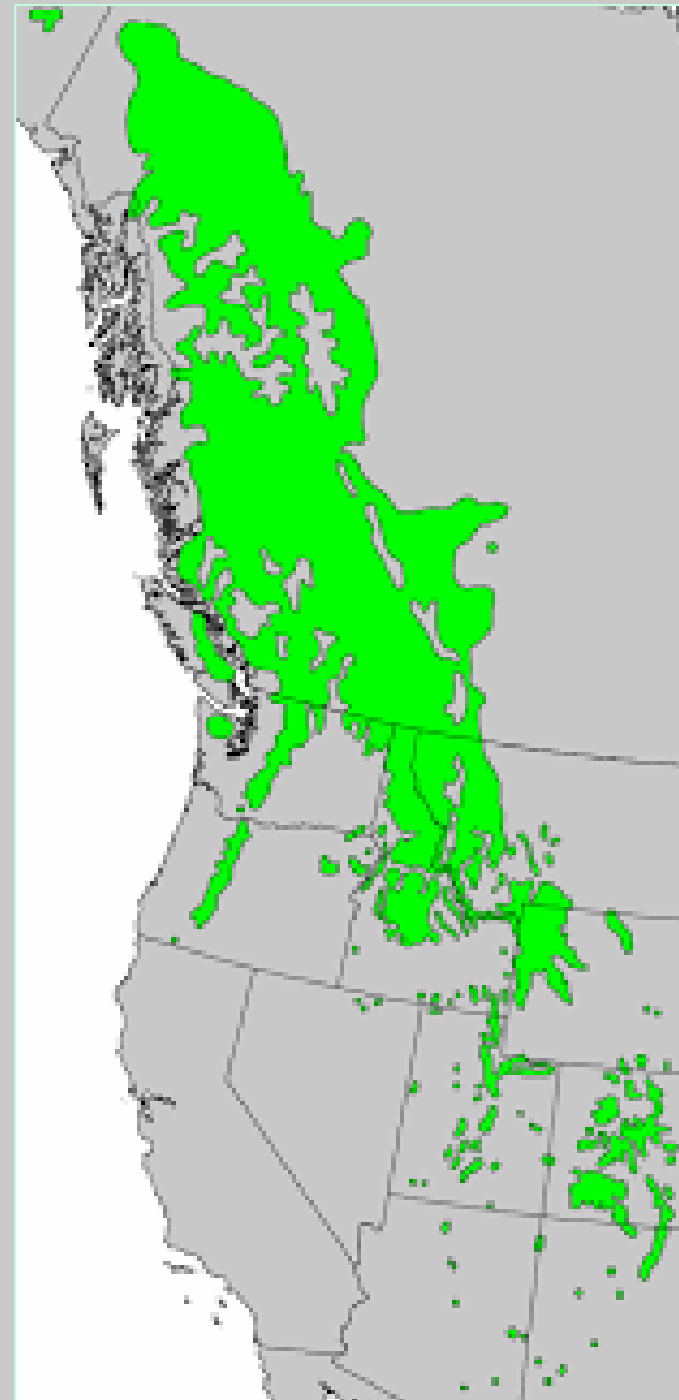
urban
669 acres

Aspen
1622 acres

Conifer-Hardwood
720 acres



subalpine fir habitat range - American Conifer Society



Beetle killed subalpine fir



Photo Credit:
Colorado State
Forest Service

An example of a healthy Engelmann spruce-subalpine fir forest, a stand replacement fire regime forest, with a structure similar to Westside old growth forests. Photo by Robert Van Pelt



Pseudotsuga menziesii subsp. *glauca* (Rocky Mountain Douglas-fir) forest



Photo Credit: Wikimedia commons

I. Analyses (What do we have?)

Damaging Insects:

Spruce Budworm: Causes defoliation and stress (subalpine fir & Doug fir), weakens trees & sets them up for secondary pest attacks



Regeneration thinning is the long-term solution (remove understory trees
Even aged management systems! - mimics stand replacement fires)

Western Balsam Bark Beetle: Attack stressed fir and kills fir trees



Regeneration thinning reduces stand susceptibility
(destroy slash & remove infested trees)

Douglas fir Beetle: Attack stressed Douglas fir and causes tree death
(breed in felled, injured, & diseased trees - Remove threatened, infested, & blow down trees)



Reduce stand density (Regeneration thinning)
(apply antiaggregating pheromone - MCH packets)

The Importance of Forest Management

“It is important to remember that western spruce budworm is a native insect in Colorado’s forest ecosystems and part of an ever-changing forest. However,

the potential negative impacts of natural disturbances, such as this defoliator and other insects and diseases, can be reduced through proactive forest management.

Colorado’s forests provide clean air and water, wildlife habitat, worldclass recreational opportunities, wood products, and unparalleled scenery. These benefits contribute to quality of life and are vital to state and local economies.

Without careful management of forest resources, these assets and community safety are at risk. It is critical to proactively manage forests and for landowners and communities to remain informed about threats to their forests, to ensure healthy, resilient forests for present and future generations” (Colorado State Forest Service, FM 2016-2).

Beetle killed
subalpine fir



Photo Credit:
Sun Valley Blog

Arial photo of Black Canyon in the Manti-La Sal National Forest shows dead spruce beetle killed spruce trees in 2019.



Photo: US Forest Service





Photo Credit: Upper Arkansas Water Conservation District



Photo Credit: Colorado state forest service

Mature spruce/fir type forest (some aspen present) following partial cutting, southern CO, Rio Grand NF



Photo Credit: David Powell, US Forest Service (retired)

Example of a well-maintained pine/spruce forest



Photo Credit:
Tahoe Forest
Restoration
Partnership

Healthy subalpine fir stand with regeneration

An excellent management practice on this site would involve simple thinning of the saplings to maintain crown separation



Photo Credit: Susan McDougall

I. Analyses (What do we have?)

Naturally Occurring Wildfire

Wildfire is a naturally occurring phenomenon that a critical component of regeneration and forest health in some forest stand types present in TMV (spruce/fir and ponderosa pine).

Suppression of wildfire causes fuel load buildup and degradation of forest stand health.

In **Urban Wildland Interface areas** (where controlled burns are not possible), defensive space is critical and even-aged management systems and thinning mimics stand replacement fires and produces forest stand regeneration

To maintain wildfire safety, the recommendations are to reduce standing dead and down fuel loads and thin our forests to keep them healthy



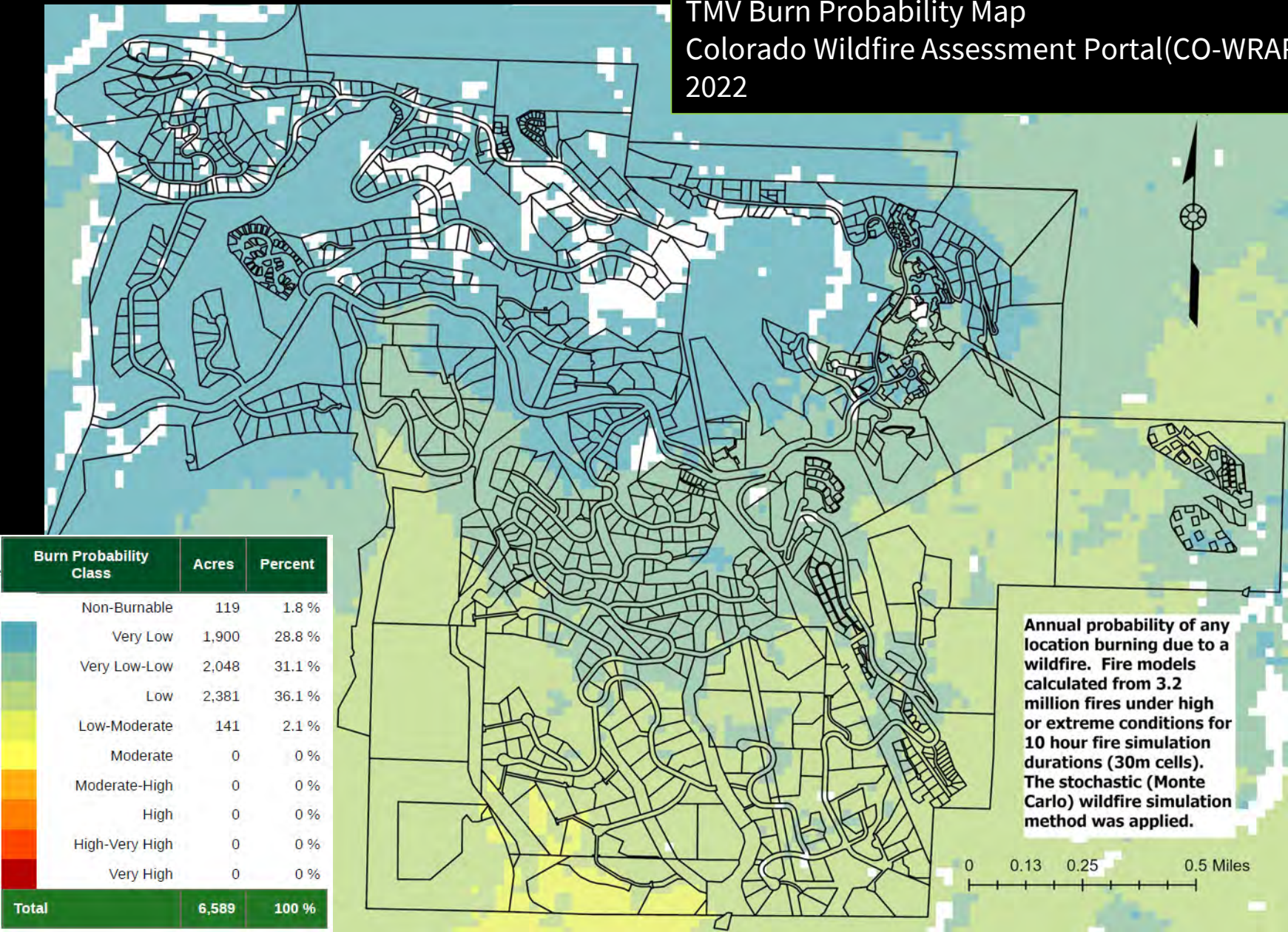


Photo Credit: Christian Roberts-Olsen

TMV is rated medium for ignition density. This represents the likelihood of a wildfire starting based on historical ignition patterns

Wildfire Potential – Annual Burn Probability

TMV Burn Probability Map
Colorado Wildfire Assessment Portal(CO-WRAP),
2022

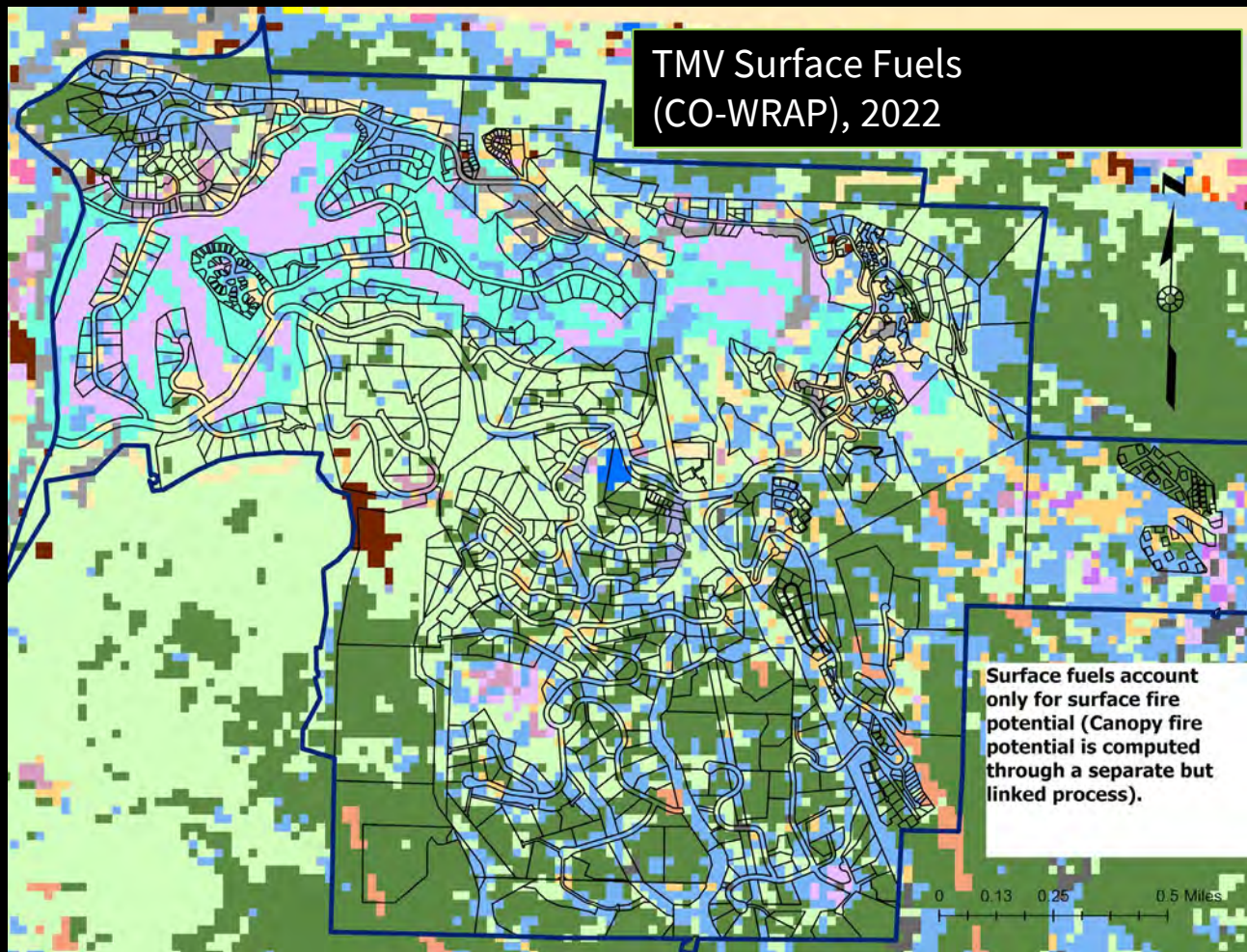


I. Analyses

Wildfire Potential – Surface Fuels

(What do we have?)

Surface Fuels	Description	Acres	Percent
NB 91	Urban/Developed	117	1.7 %
NB 92	Snow/ice	0	0 %
NB 93	Agriculture	0	0 %
NB 98	Water	18	0.3 %
NB 99	Barren	154	2.2 %
GR 1	Short, sparse, dry climate grass	211	3.1 %
GR 2	Low load, dry climate grass	140	2.0 %
GR 3	Low load, very coarse, humid climate grass	0	0 %
GR 4	Moderate load, dry climate grass	34	0.5 %
GR 1	GT 10,000 ft elevation	7	0.1 %
GR 2	GT 10,000 ft elevation	8	0.1 %
GS 1	Low load, dry climate grass-shrub	122	1.8 %
GS 2	Moderate load, dry climate grass-shrub	161	2.3 %
GS 1	GT 10,000 ft elevation	0	0 %
SH 1	Low load, dry climate shrub	10	0.2 %
SH 2	Moderate load, dry climate shrub	65	0.9 %
SH 3	Moderate load, humid climate shrub	0	0 %
SH 5	High load, humid climate shrub	4	0.1 %
SH 7	Very high load, dry climate shrub	0	0 %
SH 7	Oak Shrubland without changes	36	0.5 %
TU 1	Light load, dry climate timber-grass-shrub	2,001	29.1 %
TU 2	Moderate load, humid climate timber-shrub	0	0 %
TU 5	Very high load, dry climate timber-shrub	2,556	37.1 %
TL 1	Low load, compact conifer litter	0	0.0 %
TL 2	Low load, broadleaf litter	220	3.2 %
TL 3	Moderate load, conifer litter	977	14.2 %
TL 4	Small downed logs	0	0 %
TL 5	High load, conifer litter	0	0 %
TL 6	Moderate load, broadleaf litter	1	0.0 %
TL 7	Large downed logs	0	0 %
TL 8	Long-needle litter	41	0.6 %
TL 9	Very high load, broadleaf litter	0	0 %
Total		6,884	100 %



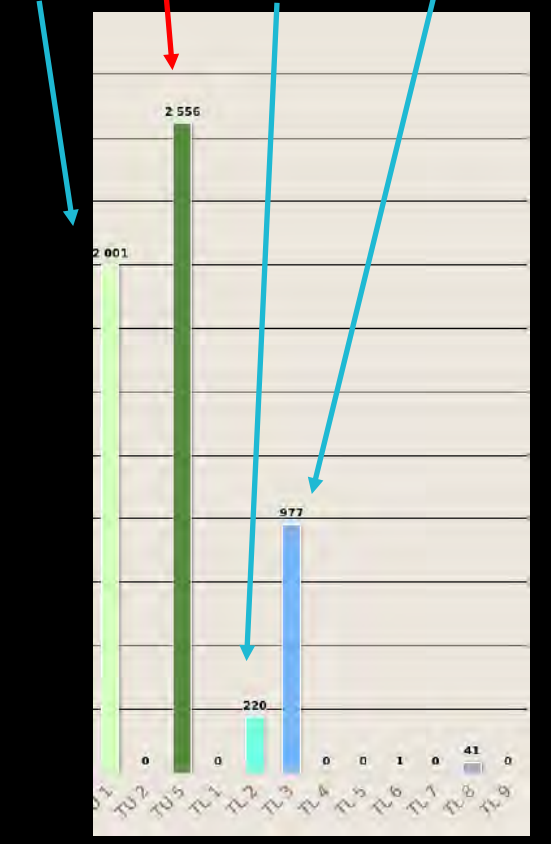
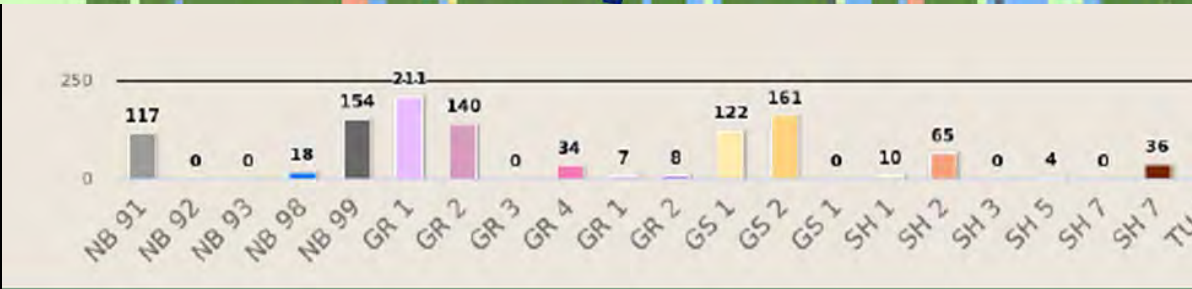
light load, dry climate timber-grass-shrub 2,001 acres

very high load, dry climate timber-shrub 2,556 acres

low load broadleaf litter 220 acres

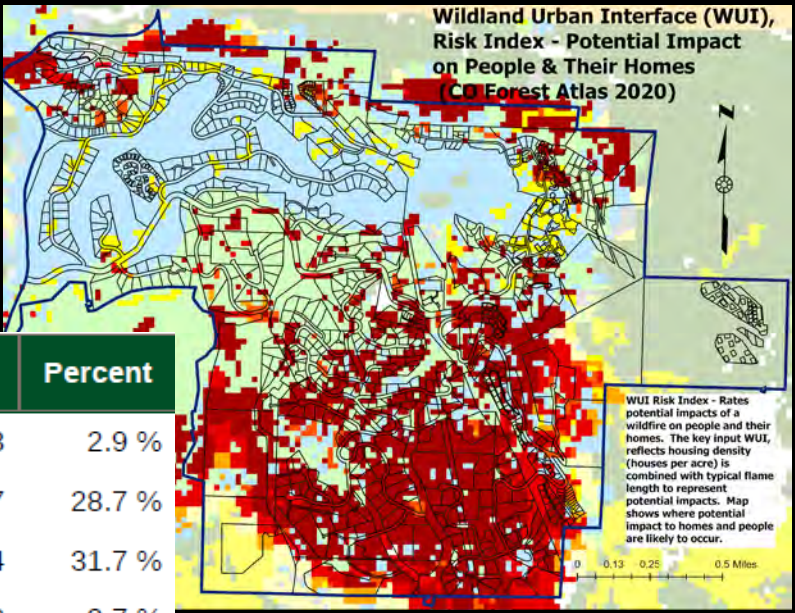
moderate load conifer litter 972 acres

Acres →



Wildland Urban Interface Risks

Wildland Urban Interface (WUI), Risk Index – Potential Impacts on People & Their Homes (CO-WRAP), 2022



WUI Risk Class	Acres	Percent
-1 (Least Negative Impact)	93	2.9 %
-2	917	28.7 %
-3	1,014	31.7 %
-4	118	3.7 %
-5	110	3.4 %
-6	60	1.9 %
-7	53	1.7 %
-8	167	5.2 %
-9 (Most Negative Impact)	666	20.8 %
Total	3,199	100 %

WUI Disaster Sequence

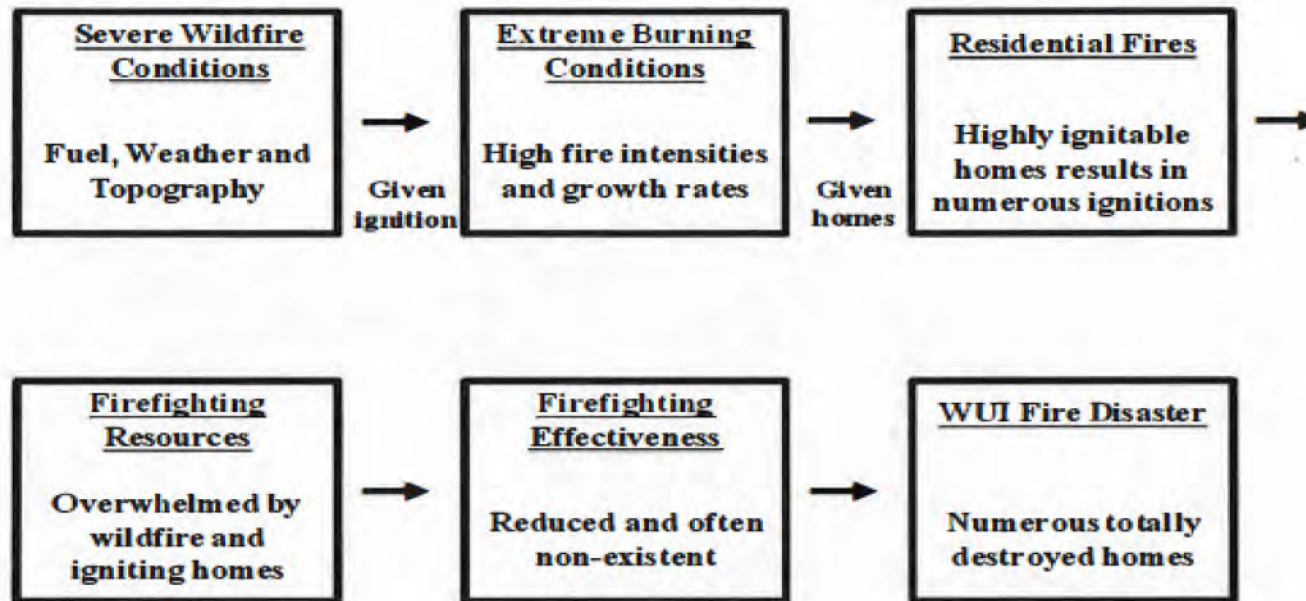


Figure 49. The (WUI) disaster sequence begins with overwhelming wildfire conditions simultaneously igniting numerous homes. Hundreds to thousands of homes exposed to flames and firebrands overwhelm structure protection. Note, however that WUI fire disasters depend on highly ignitable homes (upper right box). If ignition resistant homes do not ignite, then firefighters can effectively protect homes. The inevitable wildfire occurs without disastrous residential destruction.

Page from Fourmile Canyon Fire Preliminary Findings, US Department of Agriculture Forest Service Rocky Mountain Research Station, Revised October 12, 2011.

Fourmile Canyon Fires Assessment Team
Leader: Russell Graham
Fire Behavior: Jock Cohen, Rick Stratton
Fire Weather: Larry Bradshaw, Ned Nikolov,
Economics/Social: Dave Calkin

Wildfire Behavior ~Flame Length

If a wildfire were to occur in the Town of Mountain Village, large portions of the Town could expect high (8-12 foot), very high (12-25 foot), or extreme flame lengths (25 + feet).

Expected Flame Length Characteristics for TMV
(Based of Fuels, Topography, & Weather)
(CO-WRAP), 2022

Wildfire Potential ~ Extreme Weather

Surface Fire – Spreads through surface fuels (grass, forest litter, slash, other dead or live vegetation)

Passive Canopy Fire – type of canopy fire where the crowns of individual trees or small groups of trees burn, but solid flaming of the canopy cannot be maintained except for short periods

Active Canopy Fire – Crown fire where the entire fuel complex (canopy) is involved in flame, but the crowning phase remains dependent on heat release from surface fuel for continued spread

Fire Type - Extreme Weather	Acres	Percent
Surface Fire	3,053	46.3 %
Passive Canopy Fire	1,767	26.8 %
Active Canopy Fire	1,775	26.9 %
Total	6,595	100 %

Likely Fire Types During Extreme Weather (CO-WRAP), 2022 (if a wildfire were to occur)

Class 1, Lowest intensity: Very small discontinuous flames, less than 1 foot in length; very low rate of spread. Easy to suppress by firefighters

Class 2, Low: Small flames, less than 2 feet; very short-range spotting. Fires are easy to suppress by trained firefighters with protective equipment/specialized tools

Class 3, Moderate: Up to 8-foot flames; short range spotting. Trained firefighters find these difficult to suppress without aircraft or engines, but dozer and plows are generally effective. Increasing potential of harm or damage to life and property

Class 4, High: Flames up to 30 feet; short to medium range spotting. Direct attack by firefighters their equipment ineffective. Indirect attack may be effective. Significant potential of harm or damage to life and property

Class 5, Highest Intensity: Flames up to 150 feet; profuse short-range spotting, frequent long-range spotting; strong fire induced winds. Indirect attack marginally effective. Great potential of harm or damage to life and property

Wildfire Potential – Intensity Scale

If a wildfire were to occur in the Town of Mountain Village, large portions of the Town could expect Moderate, Moderate to High Intensity, and Highest Intensity wildfire.

Fire Intensity Scale
CO-WRAP), 2022

Wildfire Behavior – Suppression Difficulty

	SDR Class	Acres	Percent
	No Limitations	330	4.8 %
	Slight	304	4.4 %
	Slight to Moderate	264	3.9 %
	Moderate	2,018	29.4 %
	Moderate to Significant	1,539	22.4 %
	Significant	323	4.7 %
	Significant to Severe	1,007	14.7 %
	Severe	204	3.0 %
	Inoperable	875	12.7 %
	Total	6,864	100 %

Suppression Difficulty Rating for TMV
(CO-WRAP), 2022



Agenda Item No. 10
**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council
FROM: Amy Ward, Community Development Director
FOR: Town Council Meeting; January 19, 2023
DATE: January 13, 2023
RE: Consideration of Resolution Approving a Conditional Use Permit for a Driveway on Lot OSP 18A, pursuant to CDC Section 17.4.14.

BACKGROUND: Staff is requesting a continuation of the Consideration of Resolution Approving a Conditional Use Permit for a Driveway on Lot OSP 18A. The memo is being provided not to open the public hearing but solely for the purpose of the Town Council providing a motion to continue to the Regular February 16, 2023 meeting date.

Town Council also has the ability to table the item, which would require the applicant to re-notice the project at a time in the future.

RECOMMENDED MOTION: I move to continue, the Consideration of Resolution Approving a Conditional Use Permit for a Driveway on Lot OSP 18A to the Regular Town Council Meeting on February 16, 2023.

/AW



**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Town of Mountain Village Town Council

FROM: Michelle Haynes, Assistant Town Manager

FOR: January 19, 2023

DATE: January 10, 2023

RE: Consideration of a Resolution Regarding a Major Subdivision application to replat portions of OS-3BR-2 into Lot 109R and a portion of Lot 109R into OS-3BR-2, along with a small right of way dedication to the Mountain Village Boulevard, resulting in a net increase to OS-3BR-2, Village Center active open space of 84 square feet, decrease of Lot 109R of 175 square feet and 77 square feet dedicated to Mountain Village Boulevard, Active Open Space right of way that consists of an existing portion of the bridge – ***to be continued to the March 16, 2023 regular meeting***

PROJECT OVERVIEW

This item was public noticed to be heard at the January 19, 2023 meeting. Staff recommends the major subdivision resolution be considered with the anticipated second reading of the PUD ordinance and second reading of the rezone related to the major subdivision ordinance, both recommended to be continued to the March 16, 2023 regular meeting.

RECOMMENDED CONTINUANCE MEMO

I move to continue consideration of a Resolution Regarding a Major Subdivision application to replat portions of OS-3BR-2 into Lot 109R and a portion of Lot 109R into OS-3BR-2, along with a small right of way dedication to the Mountain Village Boulevard, resulting in a net increase to OS-3BR-2, Village Center active open space of 84 square feet, decrease of Lot 109R of 175 square feet and 77 square feet dedicated to Mountain Village Boulevard, Active Open Space right of way that consists of an existing portion of the bridge to the March 16, 2023 Regular Town Council meeting.

/mbh



**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

FROM: Michelle Haynes, Assistant Town Manager and Amy Ward, Community Development Director

FOR: Public Hearing on January 19, 2023 continued from November 17, 2022, August 18, 2022 and from the June 16, 2022 Town Council meetings.

DATE: January 8, 2023

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

PROJECT OVERVIEW

The applicant requests a Major PUD Amendment to the 109R Planned Unit Development, formerly known as the Mountain Village Hotel PUD first approved in 2010, but subsequently received three PUD amendments to extend the approval to September of 2023. The amendment contemplates minor adjustments to the density and significant design changes. **The applicant is no longer requesting any additional height over the existing approved PUD.** A letter of intent has been provided by a luxury hotel brand called The Six Senses. The project will also include public plaza improvements, public bathrooms, a market, two retail spaces, fine dining, a bar and a conference/wedding space on the 6th floor. The application also contemplates a re-orientation and reconstruction of the Town owned trash facility, with use by applicant of this facility to house a portion of their required snowmelt boilers. The application also contemplates a replat to adjust boundaries around the property with the Town of Mountain Village, Village Center active open space property, Town Council has consented to the replat application. The use elements consist of 50 guaranteed hot beds, 20 condominiums, 31 lodge units, 2 employee condominiums and 18 employee dormitories, as well as hotel amenity spaces and public commercial areas as identified above.

Legal Description: Lot 109R, Town of Mountain Village according to the Plat recorded on March 18, 2011 in Plat Book 1 at Page 4455, Reception No. 416994, County of San Miguel, State of Colorado

Lot OS-3BR-2, A Tract Of Land Lying In The SE Quarter Of Section 34 T43n R9w NMPM San Miguel County Colorado Described As Follows Tract OS 3BR2 Town Of Mountain Village PI Bk 1 Pg 4455 Recpt 416994 March 18 2011 Cont 1.969 Acres Mol

Address: 628, 632, 636, 638, 642 Mountain Village Blvd - To be readdressed with redevelopment

Owner/Applicant: Tiara Telluride, LLC

Agent: Ankur Patel & Matt Shear

Zoning: Village Center Zone District, Village Center Active Open Space

Proposed Zoning: Planned Unit Development (PUD)

Existing Use: Vacant, used for temporary surface parking

Approved Use Pursuant to PUD

Development Agreement: 66 efficiency lodge units; 38 lodge units, 20 condominium units, one employee apartment and 20,164 sq. ft. of commercial space.

Proposed Use: 50 efficiency lodge units, 18 lodge units, 20 condominium units, 31 lodge units, 18 dormitory units, 2 employee apartments and approximately 26,468 square feet of commercial space.

Site Area: .825 acres proposed to change to .821 via a major subdivision application

Adjacent Land Uses:

- **North:** See Forever, Village Center
- **South:** Village Center, mixed use
- **East:** Multi-Family and Single Family, vacant
- **West:** Peaks, Village Center

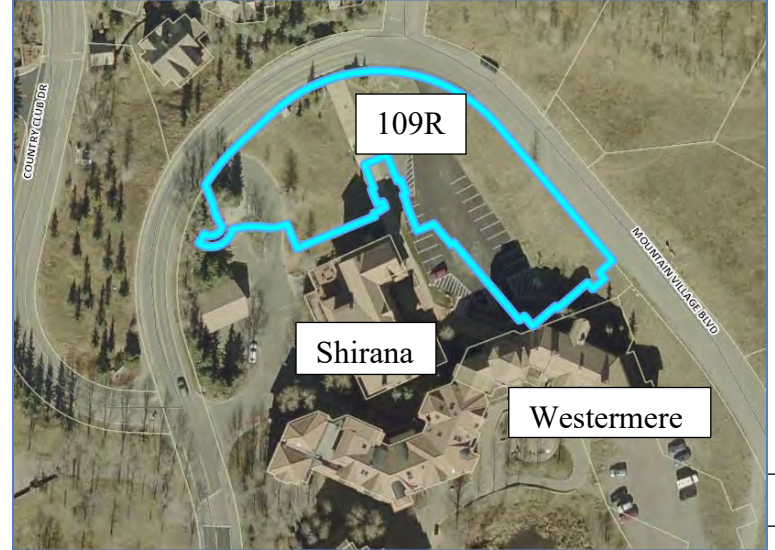
RECORD DOCUMENTS

- Town of Mountain Village Community Development Code (as amended)
- Town of Mountain Village Home Rule Charter (as amended)
- 2011 Town of Mountain Village Comprehensive Plan

ATTACHMENTS

Please note, attachments are indicated by the date received by Town staff, the dates listed on the individual documents themselves don't accurately reflect the existence of multiple versions that show the same date

1. Staff Exhibit Overview of the 109R Major PUD Amendment staff memo
2. Draft Ordinance (Draft development agreement to be provided at next hearing)
3. Application Cover sheet received 1.10.23
4. Applicant design narrative received 1.10.23
5. Design Variations Narrative received 1.10.23
6. Applicant Architectural Drawings
 - a. Design Docs received 1.10.23
 - b. Construction Mitigation received 1.10.23



- c. Glass specification received 1.10.23
 - d. Traffic Study received 1.10.23
 - e. Gas Regulator Exhibit received 1.10.23
 - f. Switchgear Location Exhibit received 1.10.23
 - g. Existing Conditions Survey received 1.10.23
 - h. Model Link <https://autode.sk/3GrT1tR>
7. Existing Conditions ISP, on file with the planning department.
 8. [December 1, 2022 Design Review Board Packet](#)
 9. Design Review Board approved minutes with conditions of approval from December 1, 2022
 10. Town provided questions dated 1.2.23
 11. Applicant supplement response to questions dated 1.2.23
 12. Town staff referral meeting notes dated 1.03.23 (no applicant narrative responses provided)
 13. Town provided questions dated 1.10.23
 14. Applicant supplement response to questions dated 1.10.23
 15. Staff Exhibit – 2010 v. 2023 PUD comparison, draft
 16. Staff Exhibit – List of legal documents and timing triggers, draft
 17. Staff Exhibit – Meeting History
 18. Geotechnical report dated 8.04.22
 19. Density certificate #27
 20. Original PUD Agreement and associated documents found at the following [link](#)
 21. Referral Comments
 22. Public Comments
 - a. Cheryl
 - b. Grey
 - c. Shirana HOA
 - d. Elinoff
 - e. Kadin
 - f. Connor

OVERVIEW FROM JUNE TO JANUARY OF 2023

It's important to review the nine elements expressed as critical to the application when last discussed with Town Council in June and August of 2022. Most concerns were satisfied.

1. Council stated the mass and height is an issue
The applicant revised their plans to address mass and scale. They are no longer asking for additional height over the original approved PUD
2. Town Council states that moving lodging and efficiency lodge to a Class 1 for rezoning is not doable in our community.
The applicant is no longer asking for this consideration.
3. Town Council states concern about mitigation payment being grouped for a reduction over 2.5 million for it is not feasible. The expense of Community Funds cannot be bypassed.
The applicant no longer requests a reduction in fees.
4. Town Council recommends working with staff to review and negotiate use or transfer of public lands.
Staff initiated a zoom with the applicants on August 9, 2022 to discuss this specific concern related to the major subdivision application as conceptually shown and also use of town village center open space for hotel related uses and consideration for such use. The Applicants intend to explain the subdivision request in more detail and the applicant and Council can discuss consideration. Staff asked for the applicants to identify all areas of

town property to be used either temporarily, permanently or via a requested encroachment agreement to better quantify this request. Staff requested an exhibit to illustrate all possible use of town owned property, either permanently, via revocable encroachment or temporary. The applicants indicated an encroachment exhibit would be provided after first reading. An exhibit is critical to council's understanding of use of town property.

5. Town Council requires conducting a traffic, circulation study and an impact study
The applicant provided a traffic circulation study. The uses shown on OS-3BR-2 are significant. This includes a recommendation of one way clockwise traffic inclusive of the town's SMART bus for circulation.
6. Town Council states from previous discussion that that going by 2010 LUO will not be feasible and will have to follow Community Development Code.
The applicants agrees to this and have removed all requests to consider any prior LUO provision to the extent they have been identified in the prior PUD. The applicant only remaining request is to continue to honor the original PUD agreement allowance for 1 parking space per 1,000 square feet of commercial square footage. This was approved by the PUD Agreement as a variation in 2010, and would be seen as a variation to the CDC today.
7. Town Council states that public benefit in volume of variances will need to be reconsidered.
The applicant requests continue to change with each submittal. A better evaluation of the variations and benefits will be better described, and as identified with this submittal later in the memo.
8. Town Council proposes that submitting a new PUD will be a quicker, more straight forward process.
The applicant has chosen to continue with amending the original PUD.
9. Town Council raises concern on the negative impact from removing parking
The current proposal shows 22 public parking spaces, a reduction of the 48 shown in the originally approved PUD

DESIGN REVIEW BOARD

The Design Review Board provided final design review with 31 conditions on December 1, 2022. The record packet is hyperlinked as part of this packet.

JANUARY 19, 2023 FIRST READING OF AN ORDINANCE OVERVIEW

Staff reviewed the PUD amendment submittal for this meeting, and followed up with the applicant regarding staff's review, referral comments and additional questions (see exhibits 10-14) A supplement was provided to staff on 1.10.23 which precipitated more questions. Responses were provided by the applicant (see exhibits 10-14)

The ordinance remains in draft form and a development agreement is not provided because there were too many outstanding, substantive questions that have not been either answered to the satisfaction of the town, or simple disagreements that need to be agreed to prior to producing an ordinance, a development agreement and the associated necessary legal instruments. Due to limited time (responses were still being provided 24 hours before packet deadline), staff will summarize the high-level issues here to be discussed by Town Council.

1. The Proposed Draft PUD Amendment Development Agreement

The applicant note that the 4th PUD amendment would replace and supersede the original PUD agreement; however, they also rely upon sections and language from the 2010 document which his confusing.

2. Use of Town Property

In June and August Town Council asked the applicants to substantiate use of town property. As part of staff's comments to the applicant in response to this submittal, staff asked for an exhibit that shows all use of town property both permanent and temporary. The applicant did provide an exhibit of encroachments into the road right of way, as it relates to construction mitigation which we have captured as part of this review. The applicants responded that they would provide this after the first reading hearing. Given we have been asking for this information since June, and clarity regarding use of town property is important for Town Council in order to evaluate the application, lack of an exhibit leaves Town Council lacking in understanding this application.

3. Evolving changes in monetary values and requests related to public benefits, variations and public improvements.

- No explanation has been provided as to why the trash shed, that does not include construction of the boilers/room increased from \$750,000 to \$1,200,000 except for construction costs.
- Westermere improvements were noted as \$250,000 reduced to \$75,000
- All public improvement costs are increasing, specifically snowmelt. Public Improvement costs estimates are typically provided by an engineer or cost estimator. These costs keep escalating and are not easy to substantiate. A small exhibit that depicts the area of snowmelt of question could be helpful to better understand costs and locations referenced.
- A request for long term use (greater than 6 months) for condominiums and lodge units is a significant request to introduce, absent reference in the applications at the other three continued hearings before Town Council.
- Ownership and maintenance of the restroom, parking, boilers and stormwater and sewer running within the building remain unresolved. (See #6 below for more discussion around the boiler room).
- The deed restriction that runs with the employee units was not understood by the applicants and this matter is unresolved.
- Better articulate and manage construction staging on town property (crane and other items)
- An additional new request is for a possible parking payment in lieu of up to five parking spaces at a rate of \$100,000 a piece. The applicants indicated they may need more structural beams in the garage as they formulate construction drawings which could diminish parking. They agreed to not have this reduction affect either public parking or deed restricted parking.

4. Design Review Board approval with 31 conditions

The thirty-one conditions of the final design approval are primarily conditions that staff will be assuring are satisfied prior to issuance of a building permit. Given this design review is part of a PUD, staff has concerns that to conform to those conditions, new unanticipated issues could arise that could trigger minor or major PUD amendments.

5. Drawing and representation inconsistencies

Reducing conflicting information in the submitted materials is critical. For example, a service parking space is shown on some documents south of the trash enclosure and absent from others. A drawing plan set sheet indicates that the restaurants will be open all year long; however, the applicant elsewhere indicated this is something they will not commit to. Conflicts in submittal and record documents lead to confusion down the road which can lead to legal challenges. A clean and clear submittal and record is critical to any project's success.

Second, the applicants submit revised materials, but do not redate those materials so it is difficult for staff to understand which version to provide and can only track this by submission dates. This creates a lack of clarity for staff, the applicant and public.

6. Ownership and maintenance of the boiler room found in the trash shed.

The applicants indicated a need to have a boiler room in the trash shed to serve roughly 30,000 square feet of snowmelt of town owned property OS-3BR-2. Staff comments related to ownership and maintenance of snowmelt in the Village Center has remained clear since the first memo went to the DRB in May of 2022. Section [17.3.4.H.7](#) Required Improvements for Adjacent Public Areas is a CDC code section that makes clear it is the obligation of a developer in the Village Center to pay for snowmelt and maintain town plaza areas. The applicant with this application indicated although they understand this, they do not want to do it. The Town has first hand experienced all iterations of managing snowmelt systems in the Village Center: full obligation and maintenance, shared obligations and maintenance and developer obligation and maintenance. There is meaning and value to the town to adhere to our regulations so that the burden of cost and maintenance does not fall to the town.

STAFF RECOMMENDATION

Staff recommends this application be continued to the March 16, 2023 regular Town Council meeting after providing feedback to the application on the major talking points listed above. To have a clean, clear and agreed upon PUD benefits both parties. More time is needed to achieve that end.

For an overview of the PUD to date, recognizing there could still be changes, please see exhibit 1. which is an overview of the following categories related to the overall PUD to date.

- a. Density and Use
- b. Parking
- c. Design Review, Variations and Specific Approvals
- d. CDC Variations
- e. Restated public benefits
- f. Major Subdivision and Subdivision Improvements/Public Improvements

PUD AMENDMENT CRITERIA FOR REVIEW

Staff will list the criteria for review but weigh in on the criteria when the application is more complete. A PUD amendment is subject to the same criteria for review as a new PUD.

Criteria for Decision.

1. The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;

Village Center [Comprehensive Plan] Subarea Goals

- Develop additional spa and restaurant spaces designed to fit the needs of each hotbed project
- Prioritize pedestrian circulation to and within Mountain Village Center
- Integrate deed restricted dorm units into future hotbed projects
- Provide a coordinated, combined development plan between multiple property owners on Parcel D Pond Lots, Parcel E Le Chamonix, Parcel F Lot 161-CR and Parcel G Gondola Station to maximize the number of hotbed units, attract a significant flagship hotel operator and provide enhanced retail, restaurant, open space and recreational amenities
- Provide direct, year-round, at-grade pedestrian connection for all hotbed projects in Mountain Village Center by sidewalks and appropriate dark-sky lighting

- Develop an improved wayfinding program specifically to direct visitors to key activity centers such as Mountain Village Center
2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;
 3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general;
 4. The proposed PUD is consistent with and furthers the PUD purposes and intent;

The PUD Purpose and Intent is to found at 17.4.12.A.1-6.

The purpose and intent of the Planned Unit Development (“PUD”) Regulations is to:

1. Permit variations from the strict application of certain standards of the CDC in order to allow for flexibility, creativity and innovation in land use planning and project design;
 2. Allow for a creative planning approach to the development and use of land and related physical facilities to produce a better development;
 3. Provide for community benefits;
 4. Promote and implement the Comprehensive Plan;
 5. Promote more efficient use of land, public facilities and governmental services; and
 6. Encourage integrated planning in order to achieve the above purposes.
5. The PUD meets the PUD general standards;

PUD General Standards are found at 17.4.12.I. which includes and is not limited to the following requirements:

Sub 5. **Rezone.** The development must rezone to the PUD Zone District which is a rezoning process, that does not require a separate application but does require the PUD Major PUD amendment to be approved by Ordinance. Staff note: The development will be rezoned to Planned Unit Development.

Sub.7. **Density.** Recognizes that a density transfer does not require a separate application.

Sub 8. **Landscaping and Buffering.** The project shall provide buffering of uses from one another to minimize adverse impacts and shall create attractive public spaces consistent with the character of the surrounding environment, neighborhood and area.

Sub 9. **Infrastructure.** The development proposed for the PUD shall include sufficient infrastructure, including but not limited to vehicular and pedestrian access, mass transit connections, parking, traffic circulation, fire access, water, sewer and other utilities.

6. The PUD provides adequate community benefits;
7. Adequate public facilities and services are or will be available to serve the intended land uses;

8. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
9. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

17.3.4.H.7. Required Improvements for Adjacent Public Areas

- a. All new development on lots within the Village Center shall be required to construct improvements that enhance and improve the adjacent open space, town plaza areas and common area, as applicable.
- b. The required improvements shall extend thirty (30) feet from the building dripline and/or encompass the area of disturbance, whichever is greater.
- c. Open space areas shall be enhanced as determined by the review authority by additional landscape plantings, appropriate revegetation and/or the creation of new town plaza areas and/or trails and other improvements as envisioned in the Comprehensive Plan.
- d. Town plaza areas shall be improved with new or repaired paver systems and landscaping as determined by the Town, having as a goal the enhancement and improvement of town plaza areas consistent with the Design Regulations.
- e. Unless otherwise determined by the Town to be unnecessary or unwanted, snowmelt systems shall be required to be installed by the developer and operated and maintained by the subsequent lot owner(s) for all new or improved town plaza areas unless such areas are landscaped with planting beds or other landscaping that does not necessitate snow melting.
- f. Design and construction specifications shall be reviewed and approved by applicable Town departments consistent with this CDC and applicable industry construction standards.
- g. Adjacent plaza area improvements shall be maintained by the development's owners' association. Any such maintenance responsibilities shall be specifically set forth in the development agreement as well as the governing documents of the owners' association.
- h. The developer shall obtain adjacent property owner permission when the adjacent areas to be improved and maintained are owned by a third party, non-Town entity.

G. STAFF CONCERNS

The list below is intended to capture outstanding unresolved issues prior to finalizing the PUD legal documents.

- Is the PUD amendment replacing and superseding the prior PUD agreement?
- Questions of ownership and maintenance of snowmelt boilers, parking area, stormwater, sewer running through the building to be resolved.
- Encroachments – all to be identified
- Use of town land – all uses to be identified
- Finalize form of deed restriction for employee units
- Utilities – owner of the 89 lot agrees to the gas substation?
- Construction staging and mitigation – assure insurance, consent and indemnification of the Westermere, Shirana and the town for crane location and swing. Assurance that the developer will maintain the alternative See Forever pedestrian route (like snow removal) will be captured in the construction management agreement. Also assure when town

property is in use during construction, the developer is responsible for maintaining those areas during construction.

- Long term rental request of condominiums and lodge units introduced with this submittal. Long term rental is in conflict with the short-term rental restrictions otherwise placed minimally with the lodge units as part of this hotel development. Staff has less concern regarding a short-term rental restriction on the free market condominium units.
- Draft more of the necessary legal agreements so that both parties understand the terms of the PUD better and that the terms are understood and predictable.
- Consider the request to all for a parking payment in lieu of up to five parking spaces at a fee of \$100,000 a piece that would not reduce public parking or deed restricted parking.

SECTION 8. STAFF RECOMMENDED MOTION

Some findings and conditions are outlined below, but staff reserves the right to clarify, modify and change the findings and conditions at the continued hearing, once we receive more information from the applicant. All future findings and conditions would be incorporated into the development agreement. Highlighted findings and conditions are those that are unresolved.

Proposed Motion

I move to [approve/continue/deny] the first reading of an ordinance regarding the fourth Major PUD amendment for Lot 109R with improvements shown on OS-3BR-2 to the March 16, 2023 regular Town Council.

Findings:

1. *Rezoning the property to the PUD Zone District*
2. *The 4th PUD amendment will supersede and replace the 2010 PUD agreement*
3. *Providing a flagship hotel, specifically a fivestar operator and a luxury brand hotel.*
4. *Providing at least 50 efficiency lodge units (hotel rooms) that will be maintained in one condominium ownership and disallowed from further condominiumization.*
5. *The provision of hot beds, commercial area, workforce housing consistent with CDC Section 17.4.12.G.2*
6. *Consistent with the Village Center Subarea Goals specifically the provision of spa and restaurant and pedestrian circulation & Mixed Use Center Goals in the Comprehensive Plan*
7. *The application provides adequate Public Benefits*
8. *Public benefits, public improvements, variations and specific approvals are as recited in the tables found in the staff memo except for the following:*
 - a. *Long term rental*
 - b. *Boilers to be owned and maintained by the town*
9. *The length of validity for the 4th PUD amendment is a three year period.*
10. *The applications are consistent with the criteria and standards set forth in the CDC specifically the PUD criteria for decision, the comprehensive plan project standards, the PUD general standards and the density transfer and rezone general standards, unless otherwise asked to be varied by the PUD.*
11. *Village Center Open Space if rezoned, does not require replacement open space pursuant to CDC Section 17.3.10*
12. *The applicant agrees to conform to CDC Section 17.3.4.H.7.a-g Required Improvements for Adjacent Public Areas specific to the areas on the developer's property that will have public easements.*

13. Housing Deed restricted housing is being provided onsite consisting of 2 employee apartments and 18 employee dormitories with associated parking and a total of 14,455 square feet of area. The employee apartments and dormitories cannot be rezoned or diminished at a future date with the following conditions that will be integrated into the development agreement:
 - a. The 1997/99 deed restriction shall apply with the following modifications and conditions:
 - i. The deed restriction cannot be lost in foreclosure
 - ii. The units cannot be individually condominiumized
 - iii. The deed restriction will not sunset in 50 years
 - iv. The apartments will be condominiumized as one unit for the purposes of the condominium association and ownership.
 - v. That one employee condominium unit be required to remain in the same ownership as the hotel (the 50 hotel units/efficiency lodge) units.
 - vi. There is no reduction in the number of units or committed floor area of 14,455 square feet except the floor area can vary between final design and building permit by a delta of 3%.
14. Parking requirements are being met except for the variation for a parking payment in lieu written into the development agreement.
15. Town Council incorporate the DRB's recommended conditions of approval as part of this motion. To the extent there are duplicate conditions, duplications need not be repeated in the approvals.
16. Approval and execution of the final PUD amendment constitutes a vested property right and site specific development plan for a period of 3 years.
17. The applicants have affirmed this is not a phased development.
18. Public Improvements, Public Improvements Agreement and Public Improvements Guarantee will be addressed in the Development Agreement, an associated cost exhibit, and terms consistent with CDC Section 17 17.4.13.L. Public Improvements Policy and reflect the representations made in the applicant application and staff memo of record. Identified public improvements that are not considered public benefits are the following:
 - a. See tables 12, 13, and 14 for relevant identified public improvements
 - b. Additional Public Improvements may be required as determined by Town Staff based on final designs submitted at the time of building permit application
19. Incorporate the major subdivision review and rezone review into the final PUD plan.
20. Encroachments and use of town property are approved as shown on exhibit x (to be provided at a later date)

And the Following Conditions:

1. Public parking. To amend the development agreement to recognize the town execute a public parking use and easement agreement. The developer can collect public parking revenues. The rates must be consistent with town established parking rates like at the Heritage Parking Garage. The town does not wish to own these parking units.
2. Wayfinding plan be implemented to direct patrons and visitors through the area once constructed consistent with town wayfinding standards.
3. Ability to remove landscaping should Shirana or Westermere need access from the plaza for maintenance of their buildings
4. Applicants request that should a relocated trash facility location be identified that the trash facility relocation be processed as a PUD amendment but a staff level review.
5. Amend the zoning map to reflect the PUD zoning and other zoning as identified with the major subdivision application
6. Bruin waste will be uninterrupted that services trash removal from the village center.

7. *MV Blvd will always have one lane of traffic open except for the standard period lane closures issued and approved by the town public works.*
8. *The deed restricted housing must be constructed concurrently with the free market units. The free market units can be issued Certificate of Occupancies so long as the deed restricted units are concurrently issued a certificate of occupancy.*
9. *Plaza Use limitations will apply to the PUD found at section 17.3.4.H.4. except as approved to be varied for the ski locker location only.*
10. *Staff will evaluate any new encroachments with a building permit submittal and will have the ability to elevate the encroachments to the Town Council review as a PUD amendment, one step review by Town Council with a public notice requirement.*
11. *Construction Mitigation.*
 - a. *The applicant must demonstrate they have consent, insurance and indemnification from the town, Westermere and Shirana as applicable.*
 - b. *A construction mitigation and communications plan will be required to mitigate construction impacts in this location.*
 - c. *Details related to management and maintenance of the construction area including town property and the see forever walkway to be finalized.*
12. *REMP fees are payable at building permit.*
13. *The Mitigation fee is payable at building permit.*
14. *Show public improvements in greater detail in plan and profile e.g. sidewalks, stairs.*
15. *All Public Improvements to be accepted to the Town shall be constructed by the Developer at its expense pursuant to plans and specifications approved by the Town Engineer, and the Developer shall provide financial guarantee to secure the construction and completion of such improvements based on engineering cost estimates to be approved by the Town Engineer. The procedures for providing and releasing security, inspection and acceptance of public dedications, and construction warranties shall be addressed in the Development Agreement and/or a supplement thereto to be executed prior to issuance of a building permit when final plans and specifications and cost estimates are complete. The town will accept improvements but will require the developer to construction, operate and maintain such improvements.*
16. *All representations of the Applicant, whether within the submittal or at the DRB or Town Council hearing, are conditions of this approval.*
17. *The Town and Developer shall enter into a Development Agreement, as approved by the Town Attorney.*

Staff exhibit. Overview of the Major PUD Application to date.

Subject to change

MAJOR PUD AMENDMENTS PROPOSED BY CATEGORY

- A. Density and Use
- B. Parking
- C. Design Review, Variations and Specific Approvals
- D. CDC Variations
- E. Restated public benefits
- F. Major Subdivision and Subdivision Improvements/Public Improvements

A. DENSITY

Table 1. Approved Density pursuant to the 2010 PUD

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	66	.5	33
Lodge	38	.75	28.5
Condominiums	20	3	60
Employee Apartments	1	3	3
Commercial	20,164 sq ft	0	0
TOTAL			124.5

Table 2. Revised Density 1.19.2023

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	50	.5	25
Lodge	31	.75	23.25
Condominiums	20	3	60
Employee Apartments	2	3	6
Employee Dormitory	18	1	18
Commercial	26,468 sq ft		0
TOTAL			132.25

*Commercial space will be memorialized in square footage on the final condominium map

Table 3. The applicants will be placing the following density into the density bank:

Zoning Designations	Person Equivalents	Total Number of zoning designation type of units to be placed into the density bank	Total Person equivalents
Efficiency Lodge	.5	16	8
Lodge	.75	7	5.25

Total units and person equivalents	n/a	23	13.25
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The applicants are requesting the town create the employee housing density needed for the applicant to provide an additional employee apartment and 18 employee dormitories. The town will utilize the remaining town density certificate #27, a portion of which is committed to the 161CR Four Seasons Hotel Project, with a small amount of density to be created by the Town Council, called “bonus density” which does not count against our density limitations.

Table 4. Requested Additional Employee Density

Zoning Designations	Person Equivalents	Total Number of zoning designation types to be created	Total Person equivalents
Employee apartment	3	1	3
Employee dormitory	1	18	18
Total person equivalents			21

Table 5. Town Density Certificate #27, considering the Four Seasons Commitment

Zoning Designation	Person Equivalent	Number of unit types	Total Person Equivalents
Employee Condominium	3	13	39
Employee Condominium rezoned to Employee Apartment for 161CR Four Seasons	3	-9	-27
Employee Condominium to be rezoned to employee dormitory	1	-12	-12
TOTAL (density certificate would be retired and voided)	n/a	0	0

The town would then create the remaining employee apartment and employee dormitory density as bonus density

Table 6. Bonus Density Table to be created

Zoning Designation	Person Equivalent	Number of unit types	Total Person Equivalents
Employee Dormitory	1	6	6
Employee Apartment	3	1	3
TOTAL	n/a	7	9

B. PARKING

Table 7. Parking Requirements

Parking	Requirement per type	Number of Units	Required	Provided
Commercial Space	1 per 1,000*	26,468 sq ft	27	27
Condo	1 per unit	20	20	20
Efficiency Lodge	.5 per unit	50	25	25
Lodge	.5 per unit	31	15.5	16
Public Parking	(48 prior PUD)	22	22	22
Employee Dormitory	1 per unit	18	18**	18
Employee Apartment	1 per unit	2	2	2
HOA Maintenance Vehicles	1-5 spaces	1	1-5	1
Total			130.5	131

*The original PUD only required 1 parking space per 1,000 square feet of commercial space and did not calculate commercial parking per intensity of use which otherwise is one (1) parking space per 500 square feet of high intensity commercial use (e.g. restaurant versus an office). The applicant requests that the parking requirement only recognize one (1) parking space per 1,000 square feet of commercial space consistent with the original development agreement.

**The DRB established dormitory parking at 1 space per dormitory unit at their May 31, 2022 meeting.

Parking Overview. A requested variation is to consider as part of the development agreement the potential for a reduction of five parking spaces and in exchange a payment of \$100,000 for each reduction if needed. Town staff is supportive of this if it becomes necessary due to building engineering requirements so long as town public parking spaces and parking for employees is not affected.

C. DESIGN REVIEW

DESIGN REVIEW BOARD REVIEW

The DRB provided approval of the initial design review with conditions at their regular meeting on May 31, 2022. Conditions of the initial approval have either been met or re-incorporated into these proposed conditions in varying forms. The DRB approved the final design with conditions on December 1, 2022.

Table 8. LAND USE TABLE – as approved by the design review board with final design review

<u>CDC Provision</u>	<u>Requirement per the original PUD agreement</u>	<u>Proposed pursuant to the PUD amendment</u>
Maximum Building Height*	88' 9"	88' 9"
Average Building Height*	65' 2.9"	62.35'
Maximum Lot Coverage	100%	98%
General Easement Encroachments	n/a	n/a

Roof Pitch		
Primary		1/4:12
Secondary		1/4:12
Exterior Material		
Stucco	Primary Material	0%
Stone	25% minimum	40%
Windows/Doors	40% maximum	31%*
Parking (Requirement per type)		(131 total spots shown on arch set)
Commercial Space (1 per 1,000**)	27	27
Condo (1 per unit)	22	20
Efficiency Lodge (.5 per unit)	31	25
Lodge (.5 per unit)	9	16
Public Parking (48)	48	22
Employee Dormitory	Determined by DRB on May 31, 2022 1 space per dormitory unit	18
Employee Apartment (1 per unit)	2	2
HOA Maintenance Vehicles (1-5 spaces)	1-5	1
Unassigned	0	0
Total	92	131

*Additive of windows and glass screens

**The original PUD only required 1 parking space per 1,000 square feet of commercial space and did not calculate commercial parking per intensity of use which otherwise is one (1) parking space per 500 square feet of high intensity commercial use (e.g. restaurant versus an office). The applicants request that the parking requirement only recognize one (1) parking space per 1,000 square feet of commercial space consistent with the original development agreement.

Design Variations:

1. Roof Form
2. Wall material – not meeting the required 25% stucco
3. Glazing – uninterrupted areas of glass that exceed 16 s.f.
4. Decks and Balconies – long continuous bands
5. Commercial, Ground Level and Plaza Area Design Regulations –
 - a. Color Selection
 - b. To allow for ski locker private use on a Primary Pedestrian Route
6. Parking Area Design Standards – Aisle Width
7. Road and Driveway standards – driveway width
Lighting – Lighting revisions will be approved by staff and two DRB members per the conditions of approval by DRB, there could be some variation approved but the applicant is working with staff to finalize those plans

DRB Specific Approval:

1. Materials – TPO membrane roof, metal fascia and soffit
2. Solar roof tiles in the Village Center

3. Road and Driveway Standards – (2) Curb cuts
 4. Landscape Lighting
 5. Road Right of Way Encroachment – light fixtures , soil nails under the Mountain Village Blvd right of way

And with the following conditions:

Staff comments as they relate to any revisions that have been received since final DRB review are indicated by italics

1. Prior to Town Council Review of the PUD Amendment, the applicant shall provide a shoring plan, either temporary or permanent as well as plan for any construction staging on town property, to be better described as part of the final PUD amendment application.

The applicant has provided an exhibit that outlines use of Town Property for construction staging and has further clarified construction mitigation plans. They will continue to work with Town staff to get an approved construction mitigation plan prior to building permit. The narrative better explains the shoring plan, and the applicant states that any needed soil nails for stabilization will be installed from within the property lines and without the necessity of excavating any of Mountain Village Boulevard. Soil nails could be cut once the hotel is built if ever necessary. It should be noted that the crane swing is proposed to swing over Westermere, Shirana and Town property – approval by all three entities inclusive of any required insurance and indemnification will be a requirement prior to building permit.

2. Prior to Town Council Review of the PUD Amendment, the applicant shall verify the public access via the porte cochere to the plaza through the building and identify the legal instrument that will recognize the public access.

The applicant has indicated that a perpetual public easement is to be created, the timeline for the recordation of such easement needs to be clarified.

3. Prior to building permit the applicant shall provide an enlarged detail of storefront areas to clarify how the steel louver detail is used in these areas.

A detail of the louver has been provided, however this is the major architectural detail of the storefronts facing the plaza. Staff will continue to work with the applicant to get more detail to better understand this element of the structure prior to issuance of building permit

4. Prior to building permit the applicant shall revise the parking plan to indicate that the staff recommendation of providing 10% EV installed, 15% EV Ready and 50%EV Capable parking spaces is being met.

Notes on revised parking plans indicate that EV Parking requirements will be met

5. Prior to building permit the applicant shall provide a product specification for glass railings that is specific to avoiding bird/glass impacts.

The applicant has given an example of a bird glass specification, but indicates final product specification will be based on availability at time of construction. Staff will review the specification prior to building permit.

6. Prior to building permit the applicant shall provide additional details regarding proposed solar panels, including the method of mounting and any/all materials associated with the panels for staff review.

This will be reviewed by staff prior to building permit as it relates to reflectivity as well as any height/visual concerns per the mounting hardware

7. Prior to building permit, the applicant shall provide a revised door schedule that indicates all exterior door type locations as well as door design, dimensions and materiality for staff and one DRB to review.

Door locations, dimensions and materiality have been provided. Door design has not been presented and is an essential element of how this project meets plaza design standards.

Revisions will be reviewed by staff prior to building permit.

8. Prior to building permit, the applicant shall provide a drainage study with stormwater run-off calculations and/or update the original study as applicable.

This needs to be provided prior to building permit

9. Prior to building permit, the applicant shall provide a current geotechnical report with final DRB review consistent with the Major PUD application requirements.

A study dated 8.04.22 was provided prior to final DRB review. This condition was included in the DRB motion in error.

10. Prior to building permit the applicant shall revise the landscaping plans to reduce the area of planting beds, creating at least one open plaza space capable of having small special events and allowing for better access to the plazas for maintenance and EMS services with a 13' 8" minimum path. The applicant will either remove the proposed rain garden or provide detail to the satisfaction of staff that eliminates concern over water rights issues. The applicant shall also revise specified plaza furniture to be moveable in nature. Firepits shall be designed such that they can be utilized as planting beds in summer months. Irrigation calculations are required for building permit.

Revisions to the landscaping have been made that address some of this condition. Further revisions need to be made in order to be approvable by staff

11. Prior to building permit the applicant shall revise trash building plans to amend the shape of the trash enclosure building while preserving the area needed for town use and necessary turn radius and opening up sight lines. Plan should also provide a parking space for maintenance of the trash enclosure area and/or boilers for staff review.

The trash building siting has been revised to accommodate necessary site lines. Parking for maintenance is shown on some plans, but not all plans. These plans need to be brought into alignment to show the required space on all relevant sheets

12. Prior to building permit the applicant shall provide details of engineered anchor points for sun-shades and/or bistro lighting over the plaza areas for special events.

Notes on drawings indicate engineered anchor points will be provided. Details of such will need to be provided for staff review prior to building permit

13. Prior to building permit the applicant shall revise the Town trash building location/orientation to eliminate the site line impediment to Mountain Village Blvd. and to show venting for the boilers.

Revisions show boiler venting and the location has been revised to avoid site line impediments

14. Prior to building permit the applicant shall continue to work with the Town, utility providers and possibly other developments to develop final locations for transformer/s, switch box and gas substation and identify easements that would be necessary to accommodate utility infrastructure. The applicant should also indicate the plan for disposition of abandoned utilities.

In order to provide the requested maintenance parking space to the south of the relocated Town trash facility, the electrical infrastructure has been further revised in the current set. The applicant now requests that a switchgear be located in the general easement (GE) of lot 89-1BCDR to the east of Sunny Ridge Place. Two transformers for the 109R project as well as one relocated transformer for the Shirana are requested to be placed to the north of the Town trash facility on Town owned OS-3BR-1. It should be noted that the use of Town property for utility infrastructure requires the approval by Town Council. The applicant is showing a gas regulator station in the general easement (GE) across Mountain Village Boulevard on Lot 89-2B. Previous to this location, the gas regulator station has been shown in various other locations that have all been problematic. The CDC does allow for the use of the GE for the installation of utilities, however the larger dimensions required by a gas substation make this use very visually prominent. At a minimum, staff has concerns for the owner of Lot 89-2B and their view corridor. Abandoned utilities are noted to be removed per the most recent utility plan.

15. Prior to building permit the applicant will obtain an approved CMP from Town staff.

This was discussed in Condition 1

16. Prior to building permit, an improvements agreement shall be entered into between the applicant and the town for all landscaping improvements.

17. Prior to building permit, a maintenance agreement for landscaping and plaza maintenance will be entered into between the applicant and the Town.

Conditions 16 & 17 are required per the CDC for this type of development

18. A trash compactor is required and needs to be dimensionally shown on the plan set in order to reduce number of pick-ups.

Drawings have been revised to specify a trash compactor

19. Prior to certificate of occupancy, the surface of Mountain Village Blvd. adjacent to the project will be re-paved to the satisfaction of the Town.

This is a required public improvement due to anticipated damage to the existing surface from the installation of utilities as well as general construction impacts

20. Prior to certificate of occupancy the required improvements to the Westermere façade will be completed to the satisfaction of the Town consistent with the original development agreement

The applicant agrees to this timeline

21. Additional agreements and easements will be identified in the Town Council memo prior to a final approval.

22. Prior to recordation of the condominium documents or as soon as practical, staff will designate a new Primary Pedestrian Route through this project and update the relevant Appendix 3-1, along with the Appendix 8-1 Village Center Emergency Access Routes in the CDC accordingly.

This is considered a standard condition of approval for a project in the Village Center for the continuation of the existing Primary Pedestrian Route

23. Consistent with town building codes, Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.

24. A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the setbacks or across property lines.

25. A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height.

26. Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with the review authority approval to show:

- a. The stone, setting pattern and any grouting with the minimum size of four feet (4') by four feet (4');
- b. b.Wood that is stained in the approved color(s);
- c. c.Any approved metal exterior material;
- d. d.Roofing material(s); and Any other approved exterior materials

27. It is incumbent upon an owner to understand whether above grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way or general easement, are placed in an area that may encumber access to their lot. Relocation of such above grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (fire department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.

Conditions 23-27 are standard DRB conditions of approval

28. A Major Subdivision application must be approved by Town Council prior to issuance of a building permit and concurrent with final PUD approval.

This just clarifies that the design review is contingent on the approval of the subdivision

29. Improvements to OS-3BR-2, town owned land, are subject to final Town Council approval through the PUD amendment process. Should Town Council make amendment to proposed improvements on OS-3BR-2, this could necessitate revisions to design consistent with town processes.

The approved design depends on certain allowances from the Town for encroachment on Town owned properties, the denial of any of these encroachments could have design implications. Staff requested of the applicant an exhibit that demonstrates all temporary and permanent encroachments on Town property, the construction mitigation plan addresses some temporary encroachments, but an exhibit of permanent encroachments has not been provided by the applicant. Staff has identified some encroachments from various pages within the drawing set, but would like clarification from the applicant that no other encroachments are being requested:

- *Awning at Porte Cochere (Road Right of Way) on North side*
- *Awnings at retail storefronts on south Plaza side*
- *Area well on west side of building*
- *Cantilevered Deck (egress) on the east side of building*
- *Light fixtures on columns appear to be above grade encroachments of both OSP and RROW all the way around building*
- *Underground Parking, Back-of-house area and mechanical room*
- *Soil Nails under Mountain Village Blvd. (indicated as temporary)*

30. Prior to building permit the applicant will provide a revised lighting plan for staff and 2 DRB members to review per the discussions of this meeting.

The applicant is actively working on these revisions with direction from staff and DRB members

31. Prior to building permit the applicant will provide an address monument design for staff review. *If requested without CDC variations, staff will review. If any design variations are requested this would go to DRB for review as a separate application.*

D. CDC Variations

Newly identified or requested variations are highlighted below.

Table 9. CDC Variations

Number	Variation Requests
1	A request for Town Council to create bonus density or MV density in the density bank to be transferred to the property for employee apartment or employee dormitory use, as needed.
2	A request to allow for a future modification of the employee housing condominium unit (ownership unit that includes the 2 employee apartments and 18 employee dormitories along with ancillary uses) only requires the consent of the employee housing condominium unit owner. All other town regulations apply. Recognizing that no decrease in the number of units or square footages (except for the 3% variation in square footage) is otherwise allowed and would trigger a major PUD amendment. See PUD regulations.
3	A request for easements for building overhangs and encroachments and emergency egress from employee housing unit (subject to demonstration of such easement areas and encroachments)
4	Request a PUD amendment but staff level review, a class 1 application, in the event that the trash enclosure could be relocated
5	Reposition the 89 Lot access easement (this is a private easement not with the town)
6	Conference Center to be offered to the public at market rate rather than comparable to the Conference Center. One conference room is divisible into two rooms)
7	Garage Drive Aisle reduced from 22 feet to 18 feet approved by the fire marshal per CDC 17.5.8.C.3
8	A request to reduce up to five parking spaces, with a payment of \$100,000 for each parking space if needed, as the design plans evolve to construction drawings

9	A rest to allow for long term rental (more than 6 months), unit types undefined and no detail provided
10	Design Variations
	<ul style="list-style-type: none"> • Roof Form per CDC 17.5.6.C.
	<ul style="list-style-type: none"> • Wall material (no stucco proposed) per CDC 17.5.6.E.
	<ul style="list-style-type: none"> • Glazing – uninterrupted areas of glass that exceed 16 square feet per CDC 17.5.6.G.5
	<ul style="list-style-type: none"> • Decks and Balconies – long continuous bands per CDC 17.5.6.I.
	<ul style="list-style-type: none"> • Commercial, Ground Level and Plaza Area Design Regulations – <ul style="list-style-type: none"> ○ Color Selection ○ To allow for ski locker private use on a Primary Pedestrian Route per CDC 17.5.15
	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Exterior Lighting, Design variations TBD
	<ul style="list-style-type: none"> • Parking Area Design Standards – aisle width
	<ul style="list-style-type: none"> • Road and Driveway Standards – driveway width
9a.	Specific Approvals
	<ul style="list-style-type: none"> • Materials- TPO membrane roof, metal fascia and soffit
	<ul style="list-style-type: none"> • Solar panels in the Village Center
	<ul style="list-style-type: none"> • Road and Driveway Standards – 2 curb cuts
	<ul style="list-style-type: none"> • road right of way encroachment – light fixtures
	<ul style="list-style-type: none"> • Soil Nails under Mountain Village Boulevard

E. RESTATED PUBLIC BENEFITS

Table 10. Public Benefits

Item	Value
Onsite deed restricted housing of 2 employee apartments and 18 employee dormitories and 14,455 square feet	\$9,950,250 estimated value (kept in one ownership unit)
Mitigation Payment	\$996,288 (\$250,000 can be used for the trash enclosure costs)
22 Public Parking Spaces	\$2,200,000
50 dedicated hotel rooms	(kept in one ownership unit)
Hotel Covenant	Hotel Covenant
Furniture Package	
Hotel Operator Requirements	
5 star luxury hotel operator	n/a
Trash Enclosure	\$1,200,000 – not including the boiler room improvement
Public Restroom	\$50,000-\$70,000 annually for maintenance
Village Pond Improvements	\$250,000
Public Restroom	\$250,000 and no less than 381 square feet
Conference Room Space – use for public at market rates	n/a
Public Access from Port Cochere to See Forever Plaza through the building (easement)	\$75,000
Westermere Façade/Breezeway Improvements*	\$75,000
24 hour valet for commercial uses**	n/a

Shuttle Service to the Montrose airport for hotel for guests	n/a
Various easements (See forever and town access to see forever)	n/a
Waive HOA dues for public parking and public restroom (if deeded)**	TBD
Ongoing Plaza Maintenance Costs	\$200,000
Maintenance Costs for the provision of town parking	TBD
TOTAL	

*Westermere estimate of improvements dropped from \$250,000 to \$75,000

**24 hour valet is no longer offered but during business hours

***After talking internally the town prefers a public parking use agreement/easement to be drafted with second reading. The hotel can own and maintain the public parking area and collect revenues for public parking that remain consistent with town established public parking rates specifically the Heritage Parking Garage rates.

Table 11. Provided Amenities of note but not necessarily written into the development agreement as public benefits – not legally binding

Sustainability Fund committed to be spent locally (A Six Senses requirement)	\$200,000-\$350,000*
Silver LEED Certified (a Six Senses requirement)	\$2,460,000
Hotel Amenities open to the public (conference center is noted above in public benefits)	n/a
Hotel amenities open 365 days a year**	
TOTAL	

*the applicant noted this would be an annual contribution after profits are realized

** the architectural plan set on page G-001 notes the restaurants will be “open all year.” The applicants in the supplement dated 1.9.23 noted this is not a commitment.

EV capabilities provided in town parking spaces is a requirement of the CDC as established by the DRB as a condition of approval on December 1, 2022.

F. MAJOR SUBDIVISION AND PUBLIC IMPROVEMENTS

The applicant also submitted a major subdivision and rezoning application to essential trade property areas between town owned Village Center open space (OS 3BR 2) and 109R. The proposed replat results in town Village Center Open space (OS-3BR-2) increasing by about 180 square feet, which was previously represented to be 360 square feet.

The major subdivision will be discussed concurrent with the second reading of the PUD, although consideration of rezoning portions requested is by ordinance and running concurrent with the 1st reading of an ordinance memo. That memo is being provided separately.

PUBLIC IMPROVEMENTS

There are three categories of public improvements which means improvements to town owned property that are designed, paid for, maintained and improved by the applicant. These fall into the following categories:

- Those required consistent with the subdivision regulations and triggered by a major subdivision along with those improvement that are required to adjacent public areas on lots within the Village Center (CDC Sections 17.3.4.H.7).
- Those elected by the applicant.
- Those described as public benefits pursuant to the existing 2010 PUD Agreement.

All improvements made by the applicant on town property must conform with the regulations and standards in the CDC and require an agreement and financial guarantee. Values reflected are provided by the applicant and need to be verified and revised prior to the next public hearing.

Table 12. Public Improvements that are considered public benefits pursuant to the 2010 PUD agreement

Item	Value
Plaza Improvements (See Forever walkway and Shirana area)	\$1,500,000
Trash Enclosure rebuild on OS-3BR-2 including all surface improvements including snowmelt and a portion of sidewalk and resurfacing of OS-3BR-2	\$2,100,000
Snowmelting and Improving the fire lane	\$150,000
Village Pond Improvements – payment	\$250,000
TOTAL	

Table 13. Staff recommended Public Improvements pursuant to the major subdivision

Item	Value
Sidewalk, lighting and a snowmelted sidewalk Along MV Blvd	\$600,000
Sidewalk , lighting and a snowmelted sidewalk from Shirana to MV Blvd	\$180,000 – <i>this should be part of trash enclosure above</i>
OS-3BR-2 Snowmelt	\$1,800,000 <i>This should be areas not already described</i>
Utility relocations/installations as approved by Town Council	\$2,500,000
Repaving Mountain Village Blvd	TBD
TOTAL	\$

Table 14. Elective Public Improvements.

These are improvements initiated by Tiara Telluride, not the town

Item	Value
Stairway Access for 89 Lots on Town owned OS-3-BR2 (proposed to be relocated and used for public, not just 89 lot, access and 109R building egress)	TBD
TOTAL	

More clarity can be provided to better understand how these calculations are being made. Staff highlighted some areas of concern above.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, CONDITIONALLY APPROVING A MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT FOR LOT 109R AND PORTIONS OF VILLAGE CENTER OPEN SPACE TO BE CONVEYED TO THE DEVELOPER

WHEREAS, Tiara Telluride, LLC (“Developer”) is the owner of certain real property described as Lot 109R, Town of Mountain Village, Colorado, according to the plat recorded as Reception No. 416994 (“Lot 109R”) and

WHEREAS, the Town of Mountain Village (“Town”) is the owner of certain real property adjacent to Lot 109R described as open space parcel OS-3BR-2, according to the plat recorded as Reception No. 416994 (the “Town Property”); and

WHEREAS, the Developer has submitted an application to replat Lot 109R and the Town Property (the “Major Subdivision Application”) for the purpose of a land exchange where the Town would convey portions of the Town Property described in Exhibit A to become part of Lot 109R (the “109R Adjustment Parcels”) and the Developer would convey portions of the current Lot 109R also described in Exhibit A to become part of the Town Property (the “Open Space Adjustment Parcels”) (Lot 109R and the 109R Adjustment Parcels as combined may be referred to herein as the “Property,” and the Town Property and the Open Space Adjustment Parcels combined may be referred to herein as the “Adjusted Town Property”); and

WHEREAS, the purpose of this Ordinance is to act on the Developer’s application for a Major Planned Unit Development (“PUD”) Plan for the Property, and the Town Council will simultaneously be considering a separate ordinance concerning the required rezoning of the Open Space Adjustment Parcels to bring them into the same zoning designation as the Town Property (the “Rezoning Ordinance”); and

WHEREAS, the Town Council will consider acting on the Major Subdivision Application by resolution to coincide with second reading of this Ordinance; and

WHEREAS, the Town previously approved a PUD Plan for Lot 109R by Resolution 2010-1208-31 (the “2010 PUD”) and, in connection therewith, the Town and Developer’s predecessor-owner of Lot 109R entered into a Development Agreement dated March 18, 2011, which was recorded as Reception No. 416997 (the “2011 Development Agreement”); and

WHEREAS, pursuant to Ordinance 2015-07, the Town approved a First Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2020; and

WHEREAS, pursuant to Ordinance 2020-16, the Town approved a Second Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2022; and

WHEREAS, pursuant to Ordinance 2022-10, the Town approved a Third Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until September 8, 2023¹; and

¹ Ordinance 2022-10 has been challenged in pending litigation. See *Scythian Ltd, et al. v. Town of Mountain Village, et al.*, Case No. 2022 CV 30045, San Miguel County District Court. If Ordinance 2022-10 is found by the court to be invalid, such a finding will not invalidate or otherwise affect the approval of this Ordinance. This Ordinance and the Amended and Restated Development Agreement will supersede the Third Amendment to the 2010 PUD and related

WHEREAS, the Developer has applied to the Town for approval of a Major Amendment to the 2010 PUD to include the 109R Adjustment Parcels and to make adjustments to density, height, design, and other matters for the development of a mixed-use project consisting of hotel rooms, employee housing, public amenities including restaurants and a spa, along with commercial and retail space, underground parking garage, outdoor landscaped areas, plazas, and related improvements to be operated by a five-story luxury brand hotel operator (the “Project”) as more particularly described in the application, which consists of the materials submitted to the Town and itemized on Exhibit B, plus all statements, representations, and additional documents of the Developer and its representatives (the “Major PUD Amendment Application”) at the public hearings before the Design Review Board (“DRB”) and Town Council; and

WHEREAS, the DRB held public hearings regarding the Major PUD Amendment Application on May 5, 2022 and May 31, 2022, and voted 3-1 to issue a recommendation of approval to the Town Council concerning the Application, subject to further consideration by the DRB for final design review and for its recommendation regarding the related Major Subdivision Application; and

WHEREAS, the Town Council considered this Ordinance on first reading at its regular meetings on June 16, 2022 and August 18, 2022, and consented to including the 109R Adjustment Parcels in the Developer’s Major PUD Amendment Application and Major Subdivision Application, but voted to continue the matter to November 17, 2022 so as to allow the Developer time to submit the Major Subdivision Application and final design review materials; and

WHEREAS, the Town Council again considered this Ordinance on first reading at its regular meeting on November 17, 2022, but voted to continue the matter to January 19, 2023 so as to allow the DRB to conduct a further public meeting regarding final design review and the Major Subdivision Application before the Town Council would make a decision as to the Major PUD Amendment Application; and

WHEREAS, following a DRB meeting held on December 1, 2022, the DRB recommended to the Town Council approval of the Major PUD Amendment Application and the Major Subdivision Application, subject to conditions; and

WHEREAS, the Town Council has considered the Major PUD Amendment Application, the DRB’s recommendations, and testimony and comments from the Developer, Town staff, and members of the public at a public meeting on January 19, 2023 and at a duly noticed public hearing on _____, 2023; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.12 of the Town’s Community Development Code (“CDC”) and finds that each of the following has been satisfied or will be satisfied upon compliance with the conditions of this Ordinance set forth below and in the Amended and Restated Development Agreement:

1. The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;
2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;

Third Amendment to the 2011 Development Agreement, thus rendering the approval of the third extension of vested rights moot.

3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general;
4. The proposed PUD is consistent with and furthers the PUD purposes and intent;
5. The PUD meets the PUD general standards;
6. The PUD provides adequate community benefits;
7. Adequate public facilities and services are or will be available to serve the intended land uses;
8. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
9. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

WHEREAS, the Town Council now desires to approve the Major PUD Amendment Application, subject to the terms and conditions 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. Approvals. The Town Council hereby approves the Major PUD Amendment Application, subject to the conditions set forth below (“Final PUD Approval”). The Town Council also approves the Amended and Restated Development Agreement, in the form attached hereto as Exhibit C, which the Mayor and Town Clerk are authorized to sign on behalf of the Town. All exhibits to this Ordinance are available for inspection at the Town Clerk’s Office. Further, subject to Condition #1 below and Developer’s execution of the Amended and Restated Development Agreement, the Town Council authorizes conveyance of the Lot 109R Adjustment Parcels to the Developer and agrees to accept the conveyance of the Open Space Adjustment Parcels from the Developer. These approvals include the following variations from the presumptive standards in the CDC or from the 2010 PUD:

2.1. **Zoning and Density.** The Town Council approves the rezoning of and density for the Property as follows:

Table 1. Current Zoning and Density Under the 2010 PUD.

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	66	.5	33
Lodge	38	.75	28.5
Condominiums	20	3	60
Employee Apartments	1	3	3
Commercial	20,164 sq ft	0	0
Total			124.5

Table 2. Approved Zoning and Density for the Property.

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	50	.5	25
Lodge	31	.75	23.25
Condominiums	20	3	60
Employee Apartments	2	3	6
Employee Dormitory	18	1	18
Commercial	26,468 sq ft*		0
Total			132.25

* Commercial space will be memorialized in square footage on the final condominium map to be approved and recorded following construction as addressed in the separate resolution for the Major Subdivision Application.

- a. *Rezone and Density Transfers.* To create the zoning and density in Table 2 above, the Developer will place the following density into the Town's Density Bank:

Table 3. Approved Density Bank Transfers.

Zoning Designations	Person Equivalents	Total Number of zoning designation type of units to be placed into the density bank	Total Person equivalents
Efficiency Lodge	.5	16	8
Lodge	.75	7	5.25
Total Units and Person Equivalents	N/A	23	13.25

- b. *Employee Housing Density.* At the request of the Developer, the Town will create the employee housing density needed for the Developer to provide an additional Employee Apartment and 18 Employee Dormitories. The Town will utilize the remainder of Town Density Certificate #27, a portion of which is already committed to the 161C-R Four Seasons project, with a small amount of density to be created by the Town called "Bonus Density," which will not count against the Town's density limitations.

Table 4. Approved Additional Employee Density.

Zoning Designations	Person Equivalents	Total Number of zoning designation types to be created	Total Person equivalents
Employee Apartment	3	1	3
Employee Dormitory	1	18	18
Total Person Equivalents			21

Table 5. Approved Changes to Density Certificate #27.

Zoning Designation	Person Equivalent	Number of unit types	Total Person Equivalents
Employee Condominium	3	13	39
Employee Condominium Rezoned to Employee Apartment for 161C-RR Four Seasons	3	-9	-27
Employee Condominium Rezoned to Employee Dormitory	1	-12	-12
Total (Density Certificate #27 would be retired and voided)	N/A	0	0

Table 6. Approved Bonus Density.

Zoning Designation	Person Equivalent	Number of unit types	Total Person Equivalents
Employee Dormitory	1	6	6
Employee Apartment	3	1	3
Total	N/A	7	9

- c. *Limited Modification of Employee Units.* Notwithstanding the provisions of CDC Section 17.4.12(O)(2), the type, mix, or configuration of individual Employee Apartments and Employee Dormitories, only to the extent that such changes result in increases in density used at the Project or in changes to use designations, may be initiated by the owner of fee title to the Employee Housing Unit (defined in section 3.9(b) below), without any requirement that such change be initiated or joined by owners of fee title to at least 67% of the real property within the PUD or an individual or entity having the written permission of owners of fee title to at least 67% of the real property within the PUD, provided the Employee Housing Unit continues to be used for Employee Apartment, Employee Dormitory, and Employee Amenities (an “Employee Housing Unit PUD Amendment”). An Employee Housing Unit PUD Amendment cannot otherwise reduce the number of allocated parking spaces for deed restricted housing, as outlined below, and all other regulations still apply. An Employee Housing Unit PUD Amendment will be reviewed by the Town’s planning division as a Class 1 Application, consistent with CDC Section 17.4.3(K)(1). Any proposed decrease in the number of employee units or changes in square footage will be reviewed as a Class 4 Application, consistent with CDC Section 17.4.3(K)(3).

2.2. **Parking.** The Town Council approves the parking requirements for the Property as follows:

Table 7. Approved Parking for the Property.

Parking	Requirement per type	Number of Units	Required	Provided
Commercial Space	1 per 1,000*	26,468 sq ft	27	27

Condo	1 per unit	20	20	20
Efficiency Lodge	.5 per unit	50	25	25
Lodge	.5 per unit	31	15.5	16
Public Parking	(48 per 2010 PUD)	22	22	22
Employee Dormitory	1 per unit	18	18**	18
Employee Apartment	1 per unit	2	2	2
HOA Maintenance Vehicles	1-5 spaces	1	1-5	1
Total			130.5	131

*The 2010 PUD only required one (1) parking space per 1,000 square feet of commercial space and did not calculate commercial parking per intensity of use, which otherwise is one (1) parking space per 500 square feet of high intensity commercial use (e.g., restaurant versus an office). At the Developer's request, the Town recognizes this parking requirement of only one (1) parking space per 1,000 square feet of commercial space, consistent with the 2011 Development Agreement.

**The DRB established dormitory parking at one (1) space per Employee Dormitory at its May 31, 2022 meeting.

- a. *Reduction in Total Parking Spaces.* In exchange for a payment of \$100,000 for each space, the Developer may remove up to five (5) parking spaces at the Property from the total in Table 7 above; provided, however, that the spaces allocated for Public Parking, Employee Dormitory, and Employee Apartment are not affected. Any such payment-in-lieu must be made to the Town prior to building permit.

2.3. **Design Variations.** The Town Council approves variations to the CDC's Design Regulations for the Property as follows:

Table 8. Final Design Variations Approved by DRB.

CDC Provision	Requirement per 2010 PUD	Approved Amendment
Maximum Building Height*	88' 9"	88' 9"
Average Building Height*	65' 2.9"	62.35'
Maximum Lot Coverage	100%	98%
General Easement Encroachments	N/A	N/A
Roof Pitch		
Primary		¼:12
Secondary		¼:12
Exterior Material		
Stucco	Primary Material	0%
Stone	25% minimum	40%
Windows/Doors	40% maximum	31%*
Parking (requirement per type)		(131 total spots shown on architectural plan set)
Commercial Space (1 per 1,000**)	27	27

Condo (1 per unit)	22	20
Efficiency Lodge (.5 per unit)	31	25
Lodge (.5 per unit)	9	16
Public Parking	48	22
Employee Dormitory	Determined by DRB on May 31, 2022 1 space per dormitory unit	18
Employee Apartment (1 per unit)	2	2
HOA Maintenance Vehicles (1-5 spaces)	1-5	1
Unassigned	0	0
Total	92	131

*Additive of windows and glass screens.

** The 2010 PUD only required one (1) parking space per 1,000 square feet of commercial space and did not calculate commercial parking per intensity of use, which otherwise is one (1) parking space per 500 square feet of high intensity commercial use (e.g., restaurant versus an office). At the Developer's request, the Town recognizes this parking requirement of only one (1) parking space per 1,000 square feet of commercial space, consistent with the 2011 Development Agreement.

Design Variations:

- a. Roof form
- b. Wall material – not meeting the required 25% stucco
- c. Glazing – uninterrupted areas of glass that exceed 16 sq ft
- d. Decks and balconies – long continuous bands
- e. Commercial, ground level, and plaza areas – color selection; ski locker private use on a Primary Pedestrian Route
- f. Parking area – aisle width
- g. Road and driveway – driveway width

DRB Specific Approvals:

- h. Materials – TPO membrane roof; metal fascia and soffit
- i. Solar roof tiles in the Village Center
- j. Road and driveway – curb cuts
- k. Landscape lighting ROW encroachment – light fixtures

2.4 **CDC Variations.** The Town Council approves variations to the CDC's general requirements as follows:

- a. *Encroachments.* The Town shall grant to the Developer easements for certain building overhangs and encroachments as well as emergency access for the Employee Housing Unit as provided by the Amended and Restated Development Agreement.
- b. *Trash Enclosure.* In the event that the Developer is able to relocate the trash enclosure from the location shown in the Major PUD Amendment Application, the Developer shall submit new plans for the trash enclosure as a as a Class 1 Application, consistent with Code section 17.4.3(K)(1).

- c. *Conference Center.* The Developer agrees that the conference center proposed as part of the Project will be offered to the public at market rate.
- d. *Garage Drive Aisle.* The garage drive aisle is reduced from 22 feet to 18 feet, subject to approval by the fire marshal per Code section 17.5.8(C)(3).

Section 3. Conditions. The approval of the Major PUD Amendment Application is subject to the following terms and conditions:

3.1. The Town Council must separately approve the related Major Subdivision Application and Rezoning Ordinance, which respectively concern the re-subdivision of Lot 109R and replat of the Town Property to create the 109R Adjustment Parcels and the Open Space Adjustment Parcels (“Property Replat”). If the amended subdivision plats are not approved within 90 days after second reading of this Ordinance, this Ordinance shall become null and void.

3.2. All conditions of approval of the Major Subdivision Application as set forth in Resolution 2023-__ (“Subdivision Approval”) and as set forth on the Property Replat and in the DRB’s final design review on December 1, 2022 are incorporated as conditions of this Final PUD Approval.

3.3. The land swap involving the 109R Adjustment Parcels and Open Space Adjustment Parcels must be completed as provided by the Amended and Restated Development Agreement.

3.3. The Town and Developer shall enter into the Amended and Restated Development Agreement, attached hereto as Exhibit C.

3.4. **Public Benefits.** The Developer agrees to provide the following as “Public Benefits,” as that term is defined by the CDC:

Table 9. Approved Public Benefits.

2010 PUD	2023 Major PUD Amendment
40 dedicated hotel rooms	50 dedicated hotel rooms held in common ownership as a single condominium unit, which cannot be further subdivided or condominiumized
Hotel operator requirements	Hotel operator requirements – letter of intent with Six Senses
Furniture package	Furniture package
A mitigation payment of \$996,288	A mitigation payment of \$996,288 (\$250,000 of which may be used for trash enclosure costs)
Up to \$250,000 of the mitigation payment can be used for the trash facility (relocation or construction)	Existing trash facility to be replaced by the Developer for estimated total cost of \$_____, which includes Town consent that the Developer rebuild the trash building and include a boiler room for snowmelt
60% (\$597,773) of the mitigation payment to be used for employee housing	The remaining \$597,773 of the mitigation payment to be used for employee housing
Hotel covenant	Hotel covenant
On the 2 nd anniversary of a Certificate of Occupancy, the hotel operator will provide actual full time equivalent employee information. The owner shall pay \$4,018.52 per employee in excess of the 90 full time equivalent employees estimated by the owner.	On the 2 nd anniversary of a Certificate of Occupancy, the operator will provide actual full time equivalent employee information. The owner shall pay \$4,018.52 per employee in excess of the 90 full time equivalent employees estimated by the owner.

One (1) Employee Apartment	Two (2) Employee Apartments and 18 Employee Dormitories, each comprised of individual sleeping rooms accommodating three (3) people with common amenities, such as a shared kitchen, recreational facilities, and a laundry, within a minimum commitment of 14,455 square feet of employee housing. The Developer's estimated cost is \$9,950,250.
Public restroom	Public restroom of no less than 381 square feet, construction of which is estimated to cost \$150,000. Maintenance costs, estimated to be \$50,000-70,000 annually, are the owner's responsibility.
Plaza improvements	\$250,000 contribution to the Town for improvements to the Village Pond Plaza. The existing easement for use and access will be terminated.
Emergency access to Plaza Area	Emergency access to Plaza Area
The Project's Association responsible for removing and/or relocating snow from the south side of upper Mountain Village Blvd.	Installation of two (2) new sidewalks improved with snow melt systems: (a) Shirana to Mountain Village Blvd.; and (b) from where the 161C-R sidewalk ends continuous along Mountain Village Blvd. to the entrance to OS-3BR-2 (109R back of house and Town short term parking area)
See Forever Walkway. A pedestrian access easement will be drafted that connects See Forever through Lot 109R to the Village Center	See Forever Walkway. A pedestrian access easement will be drafted that connects See Forever through Lot 109R to the Village Center.
48 public parking spaces in the parking garage	22 public parking spaces in the parking garage, which the Developer will own but grant to the Town an easement agreement. The Developer may charge fees for use of public parking spaces consistent with Town-established rates such as those at the Heritage Parking Garage.
Westermere breezeway improvements	Westermere breezeway improvements and Westermere path improvements consistent with the Developer's proposed development plan and subject to relevant provisions of the Amended and Restated Development Agreement, estimated to cost \$ *
Conference room space rentable by the public 20,164 square feet of commercial density	Conference room space rentable by the public 26,468 square feet of commercial density
	Public access via the port cochere through the building to the See Forever walkway plaza, which is estimated to cost \$75,000 and will be assured via an easement agreement
24-hour valet service in exchange for tandem parking	Valet parking provided for commercial uses. Shuttle service between Montrose Airport and the hotel for guests.

*If Town plaza area is improved as part of the Westermere improvements, then this is also considered a Public Improvement that qualifies as a Public Benefit.

3.5. **Public Amenities.** The Developer agrees to provide the following public amenities:

Table 10. Approved Public Amenities.

Public Amenity	Value
Sustainability Fund committed to be spent locally (a Six Senses requirement)	\$200,000-\$350,000
Silver LEED Certified (a Six Senses requirement)	\$2,460,000
Hotel amenities open to the public (conference center is noted above in Public Benefits)	
Hotel amenities open 365 days a year	
Total	

3.6. **Public Improvements.** The Developer agrees to provide the following “Public Improvements,” as that term is defined by the CDC:

Table 11. Approved Public Improvements.

Item	Value
Plaza Improvements (See Forever walkway and Shirana area)	\$1,500,000
Trash Enclosure rebuild on OS-3BR-2	\$550,000
Snowmelting and Improving the fire lane	\$200,000
Village Pond Improvements – payment	\$250,000
Total	

3.7. All Public Improvements to be conveyed or dedicated to the Town shall be constructed by the Developer at its expense pursuant to plans and specifications approved by the Town Engineer, and the Developer shall provide a letter of credit or other security, in a form subject to approval by the Town Attorney, to secure the construction and completion of such improvements based on engineering cost estimates to be approved by the Town Engineer. The procedures for providing and releasing security, inspection and acceptance of conveyance or public dedications, and construction warranties for the Public Improvements shall be addressed in the Amended and Restated Development Agreement and/or a supplement thereto to be executed prior to issuance of a building permit.

3.8. The housing mitigation requirements for the Project are being satisfied by the construction of 2 Employee Apartments and 18 Employee Dormitories, as shown on the final plans in the Major PUD Amendment Application. A final housing mitigation based upon the construction drawings will be submitted with the building permit application to verify compliance with the housing mitigation requirements pursuant to the housing mitigation ordinance in effect as of the date of approval of this Ordinance.

3.9. The 1997 Employee Housing Restriction outlined in Chapter 16.01 of the Code shall apply to the Employee Housing Unit with the following modifications:

- a. The deed restriction cannot be lost in foreclosure (lender subordination may be required).
- b. The 2 Employee Apartments and 18 Employee Dormitories shall be condominiumized as a single condominium unit (the “Employee Housing Unit”) and cannot be rezoned or further diminished at without approval by the Town Council.
- c. The deed restriction will not sunset in 50 years.

- d. There will be no reduction in the number of dwelling units or committed floor area of 14,445 square feet, except that the floor area may vary between final design and building permit by 3%.

3.10. A deed restriction in substantially the same form as Exhibit __ shall be recorded in the San Miguel County Clerk and Recorder contemporaneously with the recordation of the condominium map for the Project, and any prior lienholder must agree to subordinate to this deed restriction. In the event of any conflict between Exhibit __ and the recorded deed restrictions, the recorded version shall control.

3.11. The Employee Housing Unit must be constructed concurrently with the free-market portions of the Property.

3.12. The 50 Efficiency Lodge Units constructed as hotel rooms on the Property shall be condominiumized as a single condominium unit (the "Hotel Rooms Unit") and cannot be further condominiumized.

3.13. The Employee Housing Unit and the Hotel Rooms Unit shall be owned by the same person or entity.

3.14. The Developer shall provide the Town with written confirmation of the five-star operator's commitment to operate and manage the hotel prior to building permit.

3.15. In the event that a five-star operator does not continue to operate and manage the hotel constructed on the Property, the Developer shall be required to process a Class 4 Application to amend this Final PUD Approval to allow for an operator with less than five stars.

3.16. **Construction Mitigation.** The Developer shall demonstrate it has consent from all nearby property owners or their representatives or associates for any direct impacts during construction, including any properties that will be used for construction access, staging, or storage or which will be underneath the span of the construction crane such as the Town, Shirana, and Westermere. The Developer shall indemnify all such parties against any damage to such property and shall provide proof of adequate insurance coverage protecting such owners. A construction mitigation and communications plan must be submitted to Town staff for approval in order to mitigate construction impacts in the Project area. Specifically, details concerning the management and maintenance of the construction area including Town property and the See Forever walkway must be finalized prior to submittal of a building permit application. During construction, Bruin waste services to the Village Center will be uninterrupted. Mountain Village Blvd. must always have at least one (1) lane of traffic open, except for the standard periodic lane closures that are issued and approved by the Town's public works department.

3.17. Shirana or Westermere shall have the right and ability to remove landscaping installed or maintained by the Developer or its successors on the Property or on the Adjusted Town Property (if applicable) to the extent that such landscaping interferes with access from the plaza for maintenance to their buildings.

3.18. Upon submittal of a building permit application, Town staff will evaluate any new encroachments and will have the ability to elevate such encroachments to the Town Council for a one-step review as a PUD amendment, with a public notice requirement.

3.19. **Conditions of Building Permit.** Prior to building permit, the Developer shall:

- a. Provide an enlarged detail of storefront areas to clarify how the steel louver detail is used in these areas.
- b. Revise the parking plan to indicate that Town staff's recommendation of providing 10% EV installed, 15% EV Ready, and 50% EV Capable parking spaces is being met.
- c. Provide a product specification for glass railings that is specific to avoiding bird/glass impacts.
- d. Provide additional details regarding proposed solar panels, including the method of mounting and any/all materials associated with the panels for Town staff review.
- e. Provide a revised door schedule that indicates all exterior door type locations as well as door design, dimensions, and materiality for staff and one DRB member to review.
- f. Provide a drainage study with stormwater run-off calculations and/or update the original study as applicable.
- g. Provide a current geotechnical report consistent with the major PUD application requirements.
- h. Revise the landscaping plans to reduce the area of planting beds, creating at least one open plaza space capable of having small special events and allowing for better access to the plazas for maintenance and EMS services with a 13' 8" minimum path. The Developer shall also revise specified plaza furniture to be moveable in nature. Firepits shall be designed such that they can be utilized as planting beds in summer months. Irrigation calculations are required for building permit.
- i. Revise trash building plans to amend the shape of the trash enclosure building while preserving the area needed for Town use and necessary turn radius and opening up sight lines. Such plan should also provide a parking space for maintenance of the trash enclosure area and/or boilers for staff review.
- j. Provide details of engineered anchor points for sunshades and/or bistro lighting over the plaza areas for special events.
- k. Revise the Town trash building location/orientation to eliminate the site line impediment to Mountain Village Blvd. and to show venting for the boilers.
- l. Continue to work with the Town, utility providers, and possibly other developments to develop final locations for transformers, switch box, and gas substation and identify easements that would be necessary to accommodate utility infrastructure. The Developer should also indicate the plan for disposition of abandoned utilities.
- m. Obtain an approved CMP from Town staff.
- n. Enter into an agreement with the Town for landscaping and plaza maintenance.
- o. Show dimensions of the required trash compactor on the plan set in order to reduce the number of pick-ups.
- p. Provide a revised lighting plan for Town staff and two DRB members to review.
- q. Provide an address monument design for Town staff review.
- r. Pay applicable REMP fees.
- s. Pay required mitigation fee.
- t. Make any payment-in-lieu required for reduction of total number of parking spaces.

3.20. **Conditions of Certificate of Occupancy.** Prior to certificate of occupancy, the Developer shall:

- a. Repave the surface of Mountain Village Blvd. adjacent to the Project to the satisfaction of the Town.
- b. Complete the required improvements to the Westermere façade consistent with the Amended and Restated Development Agreement and to the satisfaction of the Town.
- c. Coordinate a civic wayfinding program with Town staff.

- d. Enter into any necessary easement or encroachment agreements with the Town, as determined by the Town Attorney.

3.21. As soon as practicable and prior to the recordation of the condominium documents, Town staff will designate a new Primary Pedestrian Route through this project and update the relevant Appendix 3-1, along with the Appendix 8-1 Village Center Emergency Access Routes in the CDC accordingly.

3.22. Consistent with Town building codes, unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber, or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.

3.23. A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the setbacks or across Property lines.

3.24. A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height.

3.25. Prior to the Town's building division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with this Final PUD Approval to show:

- a. The stone, setting pattern, and any grouting with the minimum size of four feet (4') by four feet (4').
- b. Wood that is stained in the approved color(s).
- c. Any approved metal exterior material.
- d. Roofing material(s) and any other approved exterior materials.

3.26. It is incumbent upon the Developer to understand whether above-grade utilities and Town infrastructure (e.g., fire hydrants and electric utility boxes), whether placed in the right of way or general easement, are placed in an area that may encumber access to the Property. Any relocation of such above-grade infrastructure appurtenances will occur at the Developer's sole expense and in coordination with the appropriate entity (e.g., fire department, SMPA, and/or the Town) so that the relocated position is satisfactory and in compliance with applicable regulations.

3.27. Improvements to the Adjustment Parcels are subject to the Town Council's final approval. Should the Town Council make amendments to the proposed improvements on the Adjustment Parcels, the Developer may be required to revise design plans consistent with Town processes.

3.28. All representations of the Developer, whether within the Major PUD Amendment Application submittal materials or at the DRB or Town Council public hearings, as amended, are conditions of this Final PUD Approval.

3.29. [Conditions of the DRB's final approval from December 1, 2022 that are not explicitly stated herein.]

3.30. [Additional conditions to be added based on DRB and staff recommendations as further refined by Town Council.]

Section 4. 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 5. Effective Date. This Ordinance shall become effective on _____, 2023 (“Effective Date”) 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 _____, 2023 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 7. Vested Rights. This Final PUD Approval constitutes a vested property right and site-specific development plan that expires three (3) years from the Effective Date of this Ordinance (“Approval Period”) pursuant to Code section 17.4.17.E.5. Additional details concerning the scope of the vested rights granted by this Ordinance are set forth in the Amended and Restated Development Agreement.

Section 8. Recordation. This Ordinance shall be recorded with the San Miguel County Clerk and Recorder contemporaneously with the recordation of the Property Replat and the Amended and Restated Development Agreement.

Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado this 19th day of January, 2023.

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 _____, 20223.

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

DRAFT

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. 2023-__ ("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 January 19, 2023, 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 _____, 202__ 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 _____, 2023. 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 _____, 2023.

Susan Johnston, Town Clerk
(SEAL)

Exhibit A

[Legal Descriptions of Adjustment Parcels]

Exhibit B

[List of Major PUD Amendment Application Materials]

Exhibit C

[Amended and Restated Development Agreement]

DRAFT

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, CONDITIONALLY APPROVING A MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT FOR LOT 109R AND PORTIONS OF VILLAGE CENTER OPEN SPACE TO BE CONVEYED TO THE DEVELOPER

WHEREAS, Tiara Telluride, LLC (“Developer”) is the owner of certain real property described as Lot 109R, Town of Mountain Village, Colorado, according to the plat recorded as Reception No. 416994 (“Lot 109R”) and

WHEREAS, the Town of Mountain Village (“Town”) is the owner of certain real property adjacent to Lot 109R described as open space parcel OS-3BR-2, according to the plat recorded as Reception No. 416994 (the “Town Property”); and

WHEREAS, the Developer has submitted an application to replat Lot 109R and the Town Property (the “Major Subdivision Application”) for the purpose of a land exchange where the Town would convey portions of the Town Property described in Exhibit A to become part of Lot 109R (the “109R Adjustment Parcels”) and the Developer would convey portions of the current Lot 109R also described in Exhibit A to become part of the Town Property (the “Open Space Adjustment Parcels”) (Lot 109R and the 109R Adjustment Parcels as combined may be referred to herein as the “Property,” and the Town Property and the Open Space Adjustment Parcels combined may be referred to herein as the “Adjusted Town Property”); and

WHEREAS, the purpose of this Ordinance is to act on the Developer’s application for a Major Planned Unit Development (“PUD”) Plan for the Property, and the Town Council will simultaneously be considering a separate ordinance concerning the required rezoning of the Open Space Adjustment Parcels to bring them into the same zoning designation as the Town Property (the “Rezoning Ordinance”); and

WHEREAS, the Town Council will consider acting on the Major Subdivision Application by resolution to coincide with second reading of this Ordinance; and

WHEREAS, the Town previously approved a PUD Plan for Lot 109R by Resolution 2010-1208-31 (the “2010 PUD”) and, in connection therewith, the Town and Developer’s predecessor-owner of Lot 109R entered into a Development Agreement dated March 18, 2011, which was recorded as Reception No. 416997 (the “2011 Development Agreement”); and

WHEREAS, pursuant to Ordinance 2015-07, the Town approved a First Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2020; and

WHEREAS, pursuant to Ordinance 2020-16, the Town approved a Second Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until December 8, 2022; and

WHEREAS, pursuant to Ordinance 2022-10, the Town approved a Third Amendment to the 2011 Development Agreement extending vested rights relating to the 2010 PUD until September 8, 2023¹; and

¹ Ordinance 2022-10 has been challenged in pending litigation. See *Scythian Ltd, et al. v. Town of Mountain Village, et al.*, Case No. 2022 CV 30045, San Miguel County District Court. If Ordinance 2022-10 is found by the court to be invalid, such a finding will not invalidate or otherwise affect the approval of this Ordinance. This Ordinance and the Amended and Restated Development Agreement will supersede the Third Amendment to the 2010 PUD and related

WHEREAS, the Developer has applied to the Town for approval of a Major Amendment to the 2010 PUD to include the 109R Adjustment Parcels and to make adjustments to density, height, design, and other matters for the development of a mixed-use project consisting of hotel rooms, employee housing, public amenities including restaurants and a spa, along with commercial and retail space, underground parking garage, outdoor landscaped areas, plazas, and related improvements to be operated by a five-story luxury brand hotel operator (the “Project”) as more particularly described in the application, which consists of the materials submitted to the Town and itemized on Exhibit B, plus all statements, representations, and additional documents of the Developer and its representatives (the “Major PUD Amendment Application”) at the public hearings before the Design Review Board (“DRB”) and Town Council; and

WHEREAS, the DRB held public hearings regarding the Major PUD Amendment Application on May 5, 2022 and May 31, 2022, and voted 3-1 to issue a recommendation of approval to the Town Council concerning the Application, subject to further consideration by the DRB for final design review and for its recommendation regarding the related Major Subdivision Application; and

WHEREAS, the Town Council considered this Ordinance on first reading at its regular meetings on June 16, 2022 and August 18, 2022, and consented to including the 109R Adjustment Parcels in the Developer’s Major PUD Amendment Application and Major Subdivision Application, but voted to continue the matter to November 17, 2022 so as to allow the Developer time to submit the Major Subdivision Application and final design review materials; and

WHEREAS, the Town Council again considered this Ordinance on first reading at its regular meeting on November 17, 2022, but voted to continue the matter to January 19, 2023 so as to allow the DRB to conduct a further public meeting regarding final design review and the Major Subdivision Application before the Town Council would make a decision as to the Major PUD Amendment Application; and

WHEREAS, following a DRB meeting held on December 1, 2022, the DRB recommended to the Town Council approval of the Major PUD Amendment Application and the Major Subdivision Application, subject to conditions; and

WHEREAS, the Town Council has considered the Major PUD Amendment Application, the DRB’s recommendations, and testimony and comments from the Developer, Town staff, and members of the public at a public meeting on January 19, 2023 and at a duly noticed public hearing on _____, 2023; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.12 of the Town’s Community Development Code (“CDC”) and finds that each of the following has been satisfied or will be satisfied upon compliance with the conditions of this Ordinance set forth below and in the Amended and Restated Development Agreement:

1. The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;
2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;

Third Amendment to the 2011 Development Agreement, thus rendering the approval of the third extension of vested rights moot.

3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general;
4. The proposed PUD is consistent with and furthers the PUD purposes and intent;
5. The PUD meets the PUD general standards;
6. The PUD provides adequate community benefits;
7. Adequate public facilities and services are or will be available to serve the intended land uses;
8. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
9. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

WHEREAS, the Town Council now desires to approve the Major PUD Amendment Application, subject to the terms and conditions 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. Approvals. The Town Council hereby approves the Major PUD Amendment Application, subject to the conditions set forth below (“Final PUD Approval”). The Town Council also approves the Amended and Restated Development Agreement, in the form attached hereto as Exhibit C, which the Mayor and Town Clerk are authorized to sign on behalf of the Town. All exhibits to this Ordinance are available for inspection at the Town Clerk’s Office. Further, subject to Condition #1 below and Developer’s execution of the Amended and Restated Development Agreement, the Town Council authorizes conveyance of the Lot 109R Adjustment Parcels to the Developer and agrees to accept the conveyance of the Open Space Adjustment Parcels from the Developer. These approvals include the following variations from the presumptive standards in the CDC or from the 2010 PUD:

2.1. **Zoning and Density.** The Town Council approves the rezoning of and density for the Property as follows:

Table 1. Current Zoning and Density Under the 2010 PUD.

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	66	.5	33
Lodge	38	.75	28.5
Condominiums	20	3	60
Employee Apartments	1	3	3
Commercial	20,164 sq ft	0	0
Total			124.5

Table 2. Approved Zoning and Density for the Property.

Type of Zoning Designation Unit	Total Zoning Designation Units	Person Equivalent per Unit Type	Total Person Equivalents
Efficiency Lodge	50	.5	25
Lodge	31	.75	23.25
Condominiums	20	3	60
Employee Apartments	2	3	6
Employee Dormitory	18	1	18
Commercial	26,468 sq ft*		0
Total			132.25

* Commercial space will be memorialized in square footage on the final condominium map to be approved and recorded following construction as addressed in the separate resolution for the Major Subdivision Application.

- a. *Rezone and Density Transfers.* To create the zoning and density in Table 2 above, the Developer will place the following density into the Town's Density Bank:

Table 3. Approved Density Bank Transfers.

Zoning Designations	Person Equivalents	Total Number of zoning designation type of units to be placed into the density bank	Total Person equivalents
Efficiency Lodge	.5	16	8
Lodge	.75	7	5.25
Total Units and Person Equivalents	N/A	23	13.25

- b. *Employee Housing Density.* At the request of the Developer, the Town will create the employee housing density needed for the Developer to provide an additional Employee Apartment and 18 Employee Dormitories. The Town will utilize the remainder of Town Density Certificate #27, a portion of which is already committed to the 161C-R Four Seasons project, with a small amount of density to be created by the Town called "Bonus Density," which will not count against the Town's density limitations.

Table 4. Approved Additional Employee Density.

Zoning Designations	Person Equivalents	Total Number of zoning designation types to be created	Total Person equivalents
Employee Apartment	3	1	3
Employee Dormitory	1	18	18
Total Person Equivalents			21

Table 5. Approved Changes to Density Certificate #27.

Zoning Designation	Person Equivalent	Number of unit types	Total Person Equivalents
Employee Condominium	3	13	39
Employee Condominium Rezoned to Employee Apartment for 161C-RR Four Seasons	3	-9	-27
Employee Condominium Rezoned to Employee Dormitory	1	-12	-12
Total (Density Certificate #27 would be retired and voided)	N/A	0	0

Table 6. Approved Bonus Density.

Zoning Designation	Person Equivalent	Number of unit types	Total Person Equivalents
Employee Dormitory	1	6	6
Employee Apartment	3	1	3
Total	N/A	7	9

- c. *Limited Modification of Employee Units.* Notwithstanding the provisions of CDC Section 17.4.12(O)(2), the type, mix, or configuration of individual Employee Apartments and Employee Dormitories, only to the extent that such changes result in increases in density used at the Project or in changes to use designations, may be initiated by the owner of fee title to the Employee Housing Unit (defined in section 3.9(b) below), without any requirement that such change be initiated or joined by owners of fee title to at least 67% of the real property within the PUD or an individual or entity having the written permission of owners of fee title to at least 67% of the real property within the PUD, provided the Employee Housing Unit continues to be used for Employee Apartment, Employee Dormitory, and Employee Amenities (an “Employee Housing Unit PUD Amendment”). An Employee Housing Unit PUD Amendment cannot otherwise reduce the number of allocated parking spaces for deed restricted housing, as outlined below, and all other regulations still apply. An Employee Housing Unit PUD Amendment will be reviewed by the Town’s planning division as a Class 1 Application, consistent with CDC Section 17.4.3(K)(1). Any proposed decrease in the number of employee units or changes in square footage will be reviewed as a Class 4 Application, consistent with CDC Section 17.4.3(K)(3).

2.2. **Parking.** The Town Council approves the parking requirements for the Property as follows:

Table 7. Approved Parking for the Property.

Parking	Requirement per type	Number of Units	Required	Provided
Commercial Space	1 per 1,000*	26,468 sq ft	27	27

Condo	1 per unit	20	20	20
Efficiency Lodge	.5 per unit	50	25	25
Lodge	.5 per unit	31	15.5	16
Public Parking	(48 per 2010 PUD)	22	22	22
Employee Dormitory	1 per unit	18	18**	18
Employee Apartment	1 per unit	2	2	2
HOA Maintenance Vehicles	1-5 spaces	1	1-5	1
Total			130.5	131

*The 2010 PUD only required one (1) parking space per 1,000 square feet of commercial space and did not calculate commercial parking per intensity of use, which otherwise is one (1) parking space per 500 square feet of high intensity commercial use (e.g., restaurant versus an office). At the Developer's request, the Town recognizes this parking requirement of only one (1) parking space per 1,000 square feet of commercial space, consistent with the 2011 Development Agreement.

**The DRB established dormitory parking at one (1) space per Employee Dormitory at its May 31, 2022 meeting.

- a. *Reduction in Total Parking Spaces.* In exchange for a payment of \$100,000 for each space, the Developer may remove up to five (5) parking spaces at the Property from the total in Table 7 above; provided, however, that the spaces allocated for Public Parking, Employee Dormitory, and Employee Apartment are not affected. Any such payment-in-lieu must be made to the Town prior to building permit.

2.3. **Design Variations.** The Town Council approves variations to the CDC's Design Regulations for the Property as follows:

Table 8. Final Design Variations Approved by DRB.

CDC Provision	Requirement per 2010 PUD	Approved Amendment
Maximum Building Height*	88' 9"	88' 9"
Average Building Height*	65' 2.9"	62.35'
Maximum Lot Coverage	100%	98%
General Easement Encroachments	N/A	N/A
Roof Pitch		
Primary		¼:12
Secondary		¼:12
Exterior Material		
Stucco	Primary Material	0%
Stone	25% minimum	40%
Windows/Doors	40% maximum	31%*
Parking (requirement per type)		(131 total spots shown on architectural plan set)
Commercial Space (1 per 1,000**)	27	27

Condo (1 per unit)	22	20
Efficiency Lodge (.5 per unit)	31	25
Lodge (.5 per unit)	9	16
Public Parking	48	22
Employee Dormitory	Determined by DRB on May 31, 2022 1 space per dormitory unit	18
Employee Apartment (1 per unit)	2	2
HOA Maintenance Vehicles (1-5 spaces)	1-5	1
Unassigned	0	0
Total	92	131

*Additive of windows and glass screens.

** The 2010 PUD only required one (1) parking space per 1,000 square feet of commercial space and did not calculate commercial parking per intensity of use, which otherwise is one (1) parking space per 500 square feet of high intensity commercial use (e.g., restaurant versus an office). At the Developer's request, the Town recognizes this parking requirement of only one (1) parking space per 1,000 square feet of commercial space, consistent with the 2011 Development Agreement.

Design Variations:

- a. Roof form
- b. Wall material – not meeting the required 25% stucco
- c. Glazing – uninterrupted areas of glass that exceed 16 sq ft
- d. Decks and balconies – long continuous bands
- e. Commercial, ground level, and plaza areas – color selection; ski locker private use on a Primary Pedestrian Route
- f. Parking area – aisle width
- g. Road and driveway – driveway width

DRB Specific Approvals:

- h. Materials – TPO membrane roof; metal fascia and soffit
- i. Solar roof tiles in the Village Center
- j. Road and driveway – curb cuts
- k. Landscape lighting ROW encroachment – light fixtures

2.4 **CDC Variations.** The Town Council approves variations to the CDC's general requirements as follows:

- a. *Encroachments.* The Town shall grant to the Developer easements for certain building overhangs and encroachments as well as emergency access for the Employee Housing Unit as provided by the Amended and Restated Development Agreement.
- b. *Trash Enclosure.* In the event that the Developer is able to relocate the trash enclosure from the location shown in the Major PUD Amendment Application, the Developer shall submit new plans for the trash enclosure as a as a Class 1 Application, consistent with Code section 17.4.3(K)(1).

- c. *Conference Center.* The Developer agrees that the conference center proposed as part of the Project will be offered to the public at market rate.
- d. *Garage Drive Aisle.* The garage drive aisle is reduced from 22 feet to 18 feet, subject to approval by the fire marshal per Code section 17.5.8(C)(3).

Section 3. Conditions. The approval of the Major PUD Amendment Application is subject to the following terms and conditions:

3.1. The Town Council must separately approve the related Major Subdivision Application and Rezoning Ordinance, which respectively concern the re-subdivision of Lot 109R and replat of the Town Property to create the 109R Adjustment Parcels and the Open Space Adjustment Parcels (“Property Replat”). If the amended subdivision plats are not approved within 90 days after second reading of this Ordinance, this Ordinance shall become null and void.

3.2. All conditions of approval of the Major Subdivision Application as set forth in Resolution 2023-__ (“Subdivision Approval”) and as set forth on the Property Replat and in the DRB’s final design review on December 1, 2022 are incorporated as conditions of this Final PUD Approval.

3.3. The land swap involving the 109R Adjustment Parcels and Open Space Adjustment Parcels must be completed as provided by the Amended and Restated Development Agreement.

3.3. The Town and Developer shall enter into the Amended and Restated Development Agreement, attached hereto as Exhibit C.

3.4. **Public Benefits.** The Developer agrees to provide the following as “Public Benefits,” as that term is defined by the CDC:

Table 9. Approved Public Benefits.

2010 PUD	2023 Major PUD Amendment
40 dedicated hotel rooms	50 dedicated hotel rooms held in common ownership as a single condominium unit, which cannot be further subdivided or condominiumized
Hotel operator requirements	Hotel operator requirements – letter of intent with Six Senses
Furniture package	Furniture package
A mitigation payment of \$996,288	A mitigation payment of \$996,288 (\$250,000 of which may be used for trash enclosure costs)
Up to \$250,000 of the mitigation payment can be used for the trash facility (relocation or construction)	Existing trash facility to be replaced by the Developer for estimated total cost of \$_____, which includes Town consent that the Developer rebuild the trash building and include a boiler room for snowmelt
60% (\$597,773) of the mitigation payment to be used for employee housing	The remaining \$597,773 of the mitigation payment to be used for employee housing
Hotel covenant	Hotel covenant
On the 2 nd anniversary of a Certificate of Occupancy, the hotel operator will provide actual full time equivalent employee information. The owner shall pay \$4,018.52 per employee in excess of the 90 full time equivalent employees estimated by the owner.	On the 2 nd anniversary of a Certificate of Occupancy, the operator will provide actual full time equivalent employee information. The owner shall pay \$4,018.52 per employee in excess of the 90 full time equivalent employees estimated by the owner.

One (1) Employee Apartment	Two (2) Employee Apartments and 18 Employee Dormitories, each comprised of individual sleeping rooms accommodating three (3) people with common amenities, such as a shared kitchen, recreational facilities, and a laundry, within a minimum commitment of 14,455 square feet of employee housing. The Developer's estimated cost is \$9,950,250.
Public restroom	Public restroom of no less than 381 square feet, construction of which is estimated to cost \$150,000. Maintenance costs, estimated to be \$50,000-70,000 annually, are the owner's responsibility.
Plaza improvements	\$250,000 contribution to the Town for improvements to the Village Pond Plaza. The existing easement for use and access will be terminated.
Emergency access to Plaza Area	Emergency access to Plaza Area
The Project's Association responsible for removing and/or relocating snow from the south side of upper Mountain Village Blvd.	Installation of two (2) new sidewalks improved with snow melt systems: (a) Shirana to Mountain Village Blvd.; and (b) from where the 161C-R sidewalk ends continuous along Mountain Village Blvd. to the entrance to OS-3BR-2 (109R back of house and Town short term parking area)
See Forever Walkway. A pedestrian access easement will be drafted that connects See Forever through Lot 109R to the Village Center	See Forever Walkway. A pedestrian access easement will be drafted that connects See Forever through Lot 109R to the Village Center.
48 public parking spaces in the parking garage	22 public parking spaces in the parking garage, which the Developer will own but grant to the Town an easement agreement. The Developer may charge fees for use of public parking spaces consistent with Town-established rates such as those at the Heritage Parking Garage.
Westermere breezeway improvements	Westermere breezeway improvements and Westermere path improvements consistent with the Developer's proposed development plan and subject to relevant provisions of the Amended and Restated Development Agreement, estimated to cost \$ *
Conference room space rentable by the public 20,164 square feet of commercial density	Conference room space rentable by the public 26,468 square feet of commercial density
	Public access via the port cochere through the building to the See Forever walkway plaza, which is estimated to cost \$75,000 and will be assured via an easement agreement
24-hour valet service in exchange for tandem parking	Valet parking provided for commercial uses. Shuttle service between Montrose Airport and the hotel for guests.

*If Town plaza area is improved as part of the Westermere improvements, then this is also considered a Public Improvement that qualifies as a Public Benefit.

3.5. **Public Amenities.** The Developer agrees to provide the following public amenities:

Table 10. Approved Public Amenities.

Public Amenity	Value
Sustainability Fund committed to be spent locally (a Six Senses requirement)	\$200,000-\$350,000
Silver LEED Certified (a Six Senses requirement)	\$2,460,000
Hotel amenities open to the public (conference center is noted above in Public Benefits)	
Hotel amenities open 365 days a year	
Total	

3.6. **Public Improvements.** The Developer agrees to provide the following “Public Improvements,” as that term is defined by the CDC:

Table 11. Approved Public Improvements.

Item	Value
Plaza Improvements (See Forever walkway and Shirana area)	\$1,500,000
Trash Enclosure rebuild on OS-3BR-2	\$550,000
Snowmelting and Improving the fire lane	\$200,000
Village Pond Improvements – payment	\$250,000
Total	

3.7. All Public Improvements to be conveyed or dedicated to the Town shall be constructed by the Developer at its expense pursuant to plans and specifications approved by the Town Engineer, and the Developer shall provide a letter of credit or other security, in a form subject to approval by the Town Attorney, to secure the construction and completion of such improvements based on engineering cost estimates to be approved by the Town Engineer. The procedures for providing and releasing security, inspection and acceptance of conveyance or public dedications, and construction warranties for the Public Improvements shall be addressed in the Amended and Restated Development Agreement and/or a supplement thereto to be executed prior to issuance of a building permit.

3.8. The housing mitigation requirements for the Project are being satisfied by the construction of 2 Employee Apartments and 18 Employee Dormitories, as shown on the final plans in the Major PUD Amendment Application. A final housing mitigation based upon the construction drawings will be submitted with the building permit application to verify compliance with the housing mitigation requirements pursuant to the housing mitigation ordinance in effect as of the date of approval of this Ordinance.

3.9. The 1997 Employee Housing Restriction outlined in Chapter 16.01 of the Code shall apply to the Employee Housing Unit with the following modifications:

- a. The deed restriction cannot be lost in foreclosure (lender subordination may be required).
- b. The 2 Employee Apartments and 18 Employee Dormitories shall be condominiumized as a single condominium unit (the “Employee Housing Unit”) and cannot be rezoned or further diminished at without approval by the Town Council.
- c. The deed restriction will not sunset in 50 years.

- d. There will be no reduction in the number of dwelling units or committed floor area of 14,445 square feet, except that the floor area may vary between final design and building permit by 3%.

3.10. A deed restriction in substantially the same form as Exhibit __ shall be recorded in the San Miguel County Clerk and Recorder contemporaneously with the recordation of the condominium map for the Project, and any prior lienholder must agree to subordinate to this deed restriction. In the event of any conflict between Exhibit __ and the recorded deed restrictions, the recorded version shall control.

3.11. The Employee Housing Unit must be constructed concurrently with the free-market portions of the Property.

3.12. The 50 Efficiency Lodge Units constructed as hotel rooms on the Property shall be condominiumized as a single condominium unit (the "Hotel Rooms Unit") and cannot be further condominiumized.

3.13. The Employee Housing Unit and the Hotel Rooms Unit shall be owned by the same person or entity.

3.14. The Developer shall provide the Town with written confirmation of the five-star operator's commitment to operate and manage the hotel prior to building permit.

3.15. In the event that a five-star operator does not continue to operate and manage the hotel constructed on the Property, the Developer shall be required to process a Class 4 Application to amend this Final PUD Approval to allow for an operator with less than five stars.

3.16. **Construction Mitigation.** The Developer shall demonstrate it has consent from all nearby property owners or their representatives or associates for any direct impacts during construction, including any properties that will be used for construction access, staging, or storage or which will be underneath the span of the construction crane such as the Town, Shirana, and Westermere. The Developer shall indemnify all such parties against any damage to such property and shall provide proof of adequate insurance coverage protecting such owners. A construction mitigation and communications plan must be submitted to Town staff for approval in order to mitigate construction impacts in the Project area. Specifically, details concerning the management and maintenance of the construction area including Town property and the See Forever walkway must be finalized prior to submittal of a building permit application. During construction, Bruin waste services to the Village Center will be uninterrupted. Mountain Village Blvd. must always have at least one (1) lane of traffic open, except for the standard periodic lane closures that are issued and approved by the Town's public works department.

3.17. Shirana or Westermere shall have the right and ability to remove landscaping installed or maintained by the Developer or its successors on the Property or on the Adjusted Town Property (if applicable) to the extent that such landscaping interferes with access from the plaza for maintenance to their buildings.

3.18. Upon submittal of a building permit application, Town staff will evaluate any new encroachments and will have the ability to elevate such encroachments to the Town Council for a one-step review as a PUD amendment, with a public notice requirement.

3.19. **Conditions of Building Permit.** Prior to building permit, the Developer shall:

- a. Provide an enlarged detail of storefront areas to clarify how the steel louver detail is used in these areas.
- b. Revise the parking plan to indicate that Town staff's recommendation of providing 10% EV installed, 15% EV Ready, and 50% EV Capable parking spaces is being met.
- c. Provide a product specification for glass railings that is specific to avoiding bird/glass impacts.
- d. Provide additional details regarding proposed solar panels, including the method of mounting and any/all materials associated with the panels for Town staff review.
- e. Provide a revised door schedule that indicates all exterior door type locations as well as door design, dimensions, and materiality for staff and one DRB member to review.
- f. Provide a drainage study with stormwater run-off calculations and/or update the original study as applicable.
- g. Provide a current geotechnical report consistent with the major PUD application requirements.
- h. Revise the landscaping plans to reduce the area of planting beds, creating at least one open plaza space capable of having small special events and allowing for better access to the plazas for maintenance and EMS services with a 13' 8" minimum path. The Developer shall also revise specified plaza furniture to be moveable in nature. Firepits shall be designed such that they can be utilized as planting beds in summer months. Irrigation calculations are required for building permit.
- i. Revise trash building plans to amend the shape of the trash enclosure building while preserving the area needed for Town use and necessary turn radius and opening up sight lines. Such plan should also provide a parking space for maintenance of the trash enclosure area and/or boilers for staff review.
- j. Provide details of engineered anchor points for sunshades and/or bistro lighting over the plaza areas for special events.
- k. Revise the Town trash building location/orientation to eliminate the site line impediment to Mountain Village Blvd. and to show venting for the boilers.
- l. Continue to work with the Town, utility providers, and possibly other developments to develop final locations for transformers, switch box, and gas substation and identify easements that would be necessary to accommodate utility infrastructure. The Developer should also indicate the plan for disposition of abandoned utilities.
- m. Obtain an approved CMP from Town staff.
- n. Enter into an agreement with the Town for landscaping and plaza maintenance.
- o. Show dimensions of the required trash compactor on the plan set in order to reduce the number of pick-ups.
- p. Provide a revised lighting plan for Town staff and two DRB members to review.
- q. Provide an address monument design for Town staff review.
- r. Pay applicable REMP fees.
- s. Pay required mitigation fee.
- t. Make any payment-in-lieu required for reduction of total number of parking spaces.

3.20. **Conditions of Certificate of Occupancy.** Prior to certificate of occupancy, the Developer shall:

- a. Repave the surface of Mountain Village Blvd. adjacent to the Project to the satisfaction of the Town.
- b. Complete the required improvements to the Westermere façade consistent with the Amended and Restated Development Agreement and to the satisfaction of the Town.
- c. Coordinate a civic wayfinding program with Town staff.

- d. Enter into any necessary easement or encroachment agreements with the Town, as determined by the Town Attorney.

3.21. As soon as practicable and prior to the recordation of the condominium documents, Town staff will designate a new Primary Pedestrian Route through this project and update the relevant Appendix 3-1, along with the Appendix 8-1 Village Center Emergency Access Routes in the CDC accordingly.

3.22. Consistent with Town building codes, unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either non-combustible, heavy timber, or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.

3.23. A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the setbacks or across Property lines.

3.24. A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height.

3.25. Prior to the Town's building division conducting the required framing inspection, a four-foot (4') by eight-foot (8') materials board will be erected on site consistent with this Final PUD Approval to show:

- a. The stone, setting pattern, and any grouting with the minimum size of four feet (4') by four feet (4').
- b. Wood that is stained in the approved color(s).
- c. Any approved metal exterior material.
- d. Roofing material(s) and any other approved exterior materials.

3.26. It is incumbent upon the Developer to understand whether above-grade utilities and Town infrastructure (e.g., fire hydrants and electric utility boxes), whether placed in the right of way or general easement, are placed in an area that may encumber access to the Property. Any relocation of such above-grade infrastructure appurtenances will occur at the Developer's sole expense and in coordination with the appropriate entity (e.g., fire department, SMPA, and/or the Town) so that the relocated position is satisfactory and in compliance with applicable regulations.

3.27. Improvements to the Adjustment Parcels are subject to the Town Council's final approval. Should the Town Council make amendments to the proposed improvements on the Adjustment Parcels, the Developer may be required to revise design plans consistent with Town processes.

3.28. All representations of the Developer, whether within the Major PUD Amendment Application submittal materials or at the DRB or Town Council public hearings, as amended, are conditions of this Final PUD Approval.

3.29. [Conditions of the DRB's final approval from December 1, 2022 that are not explicitly stated herein.]

3.30. [Additional conditions to be added based on DRB and staff recommendations as further refined by Town Council.]

Section 4. 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 5. Effective Date. This Ordinance shall become effective on _____, 2023 (“Effective Date”) 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 _____, 2023 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 7. Vested Rights. This Final PUD Approval constitutes a vested property right and site-specific development plan that expires three (3) years from the Effective Date of this Ordinance (“Approval Period”) pursuant to Code section 17.4.17.E.5. Additional details concerning the scope of the vested rights granted by this Ordinance are set forth in the Amended and Restated Development Agreement.

Section 8. Recordation. This Ordinance shall be recorded with the San Miguel County Clerk and Recorder contemporaneously with the recordation of the Property Replat and the Amended and Restated Development Agreement.

Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado this 19th day of January, 2023.

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 _____, 20223.

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

DRAFT

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. 2023-__ ("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 January 19, 2023, 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 _____, 202__ 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 _____, 2023. 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 _____, 2023.

Susan Johnston, Town Clerk
(SEAL)

Exhibit A

[Legal Descriptions of Adjustment Parcels]

Exhibit B

[List of Major PUD Amendment Application Materials]

Exhibit C

[Amended and Restated Development Agreement]

DRAFT

TIARA TELLURIDE LLC

December 19th, 2022

PROJECT SUMMARY

Tiara Telluride, LLC, a Colorado limited liability company (“**Tiara**”) has submitted a Major PUD Amendment Application with respect to Lot 109R, Town of Mountain Village, San Miguel County, Colorado. Tiara has made a considerable effort to thoughtfully and creatively design a forward-thinking project that will provide considerable community and public benefits. The project includes an industry leading five-star hotel, premium condominium units, best in class food and beverage outlets, a one-of-a-kind spa, and unique and exciting retail boutiques ("**Project**"). The hotel and related amenities will be scheduled to operate 365 days per year, improving the Town’s tourism economy to create a more vibrant, sustainable, year-round community, consistent with the Mountain Village Comprehensive Plan (the “**Comprehensive Plan**”). Additionally, the project will include deed restricted employee apartments and dormitories providing year-round housing opportunities for over 50 employees of the Project.

Lot 109R is currently subject to a PUD approved in 2010 that envisioned a hotel and condominium project constructed on Lot 109R. Tiara intends to develop a project that meets the intentions of the approved PUD, but also works to surpass the original goals of the 2010 PUD and generally conform to the current Mountain Village CDC by developing a premier, cutting-edge and more updated sustainable project, with significantly more community and public benefits than intended under the 2010 PUD

Tiara has always intended that this project is in general conformance with the Town's Comprehensive Plan in accordance with CDC Section 17.4.12.G.2. To that end, the following table identifies the specific areas in which this project conforms with the Town's Comprehensive Plan.

Table 1 General Conformance

Items Noted as supporting General Conformance with the Comprehensive Plan for Mountain Village Center
<p>The Project reinforces Village Center’s role as the center of tourist accommodations and activity by providing:</p> <ul style="list-style-type: none"> • A flagship hotel, specifically a five-star operator and an ultra-luxury brand hotel • Hotbeds in the form of at least 50 efficiency lodge units (hotel rooms) that will be maintained in one condominium ownership and disallowed from further condominiumization

- Supplementing and improving direct, year-round, at-grade pedestrian connection for hotbed projects in Mountain Village Center through the installation of sidewalks along Mountain Village Boulevard, a pedestrian stairway connecting Mountain Village Boulevard to the east with the Plaza Area, connecting Mountain Village Boulevard at the project porte cochere with the Plaza Area through pedestrian access areas within the project, improving the connection between the Shirana and Mountain Village Boulevard to the west through the addition of a pedestrian stairway, incorporating into the Project a new pedestrian walkway running under the Mountain Village Boulevard bridge to the north to the Plaza Area, contributing funds toward the redevelopment of the portion of the Plaza Area adjacent to the pond, and improvements to the Westermere breezeway. All additional sidewalk and Plaza Area improvements will be snowmelted.
- Providing appropriate dark-sky lighting.
- Commercial area, workforce housing
- Conformance with the Mountain Village Center Subarea Plan:
 - Project reinforces Village Center’s role as the center of tourist accommodations, activity and conferencing in addition to locally-serving commercial, cultural, recreational and civic spaces in order to maintain year-round vibrancy
 - Consistent with the Village Center Subarea Goals specifically the provision of spa and restaurant and pedestrian circulation & Mixed Use Center Goals in the Comprehensive Plan
- The Final Amended PUD plan is in general conformance with the Future Land Use Plan (Map).
- Conforming to Public Benefits found in the Comprehensive Plan

Tiara recognizes the significance of this site to the Town, as it serves as one of the last available lots to be developed in the Village Town Center. Because of the importance of this project to the Town, Tiara has worked with intention to creatively engineer a project that fits the unique layout of Lot 109R, while providing a design that will serve as a welcome addition to the Town's beautiful skyline.

Tiara has worked diligently to develop the design of the project with a focus on creating a timeless building that conforms to the natural elements and unique environment of Mountain Village. The design also reflects the comments received during preliminary design session meetings with the Town and throughout the months following those initial meetings.

Tiara also continues to work with the five-star flagship operator, Six Senses, on their specific design and construction requirements to satisfy their operational needs and amenity requirements. Much like the comprehensive plan requires, the flagship hotel is focused on amenities that serve not just the hotel, but the public and community as well.

The siting of the hotel has a focus on integration of the plaza and its surroundings by creating an activated indoor/outdoor environment. As comments are addressed, the focus of updating the town’s existing courtyard plaza with new and upgraded landscaping has been a crucial focus. The site is immediately adjacent and overlaps this key connection from See Forever Village to the Mountain Village Center via the pedestrian accessway.

The comprehensive plan to preserve existing corridors has been maintained. The proposed plan has kept this circulation by creating a void through the buildings mass at the pedestrian plaza level so that the hotel flanks each side of the pedestrian accessway. This void also creates the opportunity for an accessway easement under the building that maintains the existing circulation. The design integrates the existing corridor connection for pedestrian and bicycle access neatly tucked under the roadway without any impediment. Once through the existing tunnel, pedestrians arrive on the other side under the hotel structure safely covered from any weather and have immediate and direct access to the public amenities.

Once in the plaza, the pedestrian access is a continuous open circulation of varying options for the path an individual is taking. Furthermore, the addition of a public stairway has been proposed off the plaza that allows pedestrians to circulate up to Mountain Village Blvd. or down from the adjacent surroundings. The town’s plaza upgrades proposed include snow melt which not only maintains public safety and improves snow removal, but also allows 365-day access to the spa and retail spaces directly off the plaza or for public events.

PUBLIC AND COMMUNITY BENEFITS

In this submittal Tiara has included the addition of tables to better communicate the public and community benefits Tiara is proposing for this project.

Table 2 Public Benefits. These both support general conformance and are considered Public Benefits pursuant to the Comprehensive Plan

Public Benefit	Value
#1.Hot Beds	\$1,000,000 to \$1,500,000 annual lodging tax**
#19. Provide Necessary Easements to and from sites***	

a. Providing an Easement, as may be necessary, and granting easement from See Forever Village to Village Center. Pedestrian Access occurs under the existing tunnel from See Forever Village to the Village Center. The existing corridor connection has been maintained by carving a void from the buildings mass which allows pedestrians to circulate from the tunnel to the Village Center under the protection of cover.	Costs included in Community Benefits' Plaza improvements
b. Providing Easement and constructing stairway access from Mountain Village Blvd via Porte Cochere to Plaza in the Village Center. Public access is improved when circulating from Mountain Village Blvd to the Plaza via the covered Porte Cochere down the stair or via the lobby elevator.	\$75,000***
TOTAL VALUE	\$1,275,000

** Once Constructed this is an Annual Value to the town based on Six Senses

***Dependent on approval of subdivision application

****Construction Cost estimations provided by General Contractor

Table 3 Community Benefits

Community Benefit	Value
Provide 22 Spots for Town Parking	\$2,200,000
Provide 20 Spots to Employee Parking	\$2,000,000
Provide 18 Employee Dorms and 2 Employee Apartments housing over 50 employees (14,455 sq ft)	\$7,950,250****
Pedestrian Access Stairs from Access Tract 89B to Village Center, Corten steel staircase, grated, to allow snow to pass	\$150,000****
Plaza Improvements between lot 109 R and Shirana; heated natural stone paver and landscaped	\$1,500,000****
Plaza Improvements between Plaza and Westermere Façade, new heated pavers, new lighting, stucco building finish (see attached rendering)	\$250,000****

Plaza Improvements to Village Pond Area Designated in Original PUD (payment to Town),	\$250,000****
Emergency Access Lane & Fire Utilities, heated drive, landscaped	\$200,000****
Sidewalk along Mountain Village Blvd from Lot 161 CR Stairs to Porte Cochere, heated walkway, lighted, landscaped	\$750,000****
Sidewalk along Mountain Village Blvd from Porte Cochere to Entrance at Level G2, heated walkway, lighted, landscaped	\$250,000****
Snow Melt System for all Roads, Plazas, and Sidewalks with Boiler Cost, developer to include engineering plans prior to permit	\$1,500,000****
Construction of a Public Restroom (381 sq ft), high design, build in the same interior design scheme as the hotel	\$150,000****
Operation & Maintenance of Public Restroom	\$50,000-\$70,000 annually*****
New Trash Facility Building Structure for Town Use (Not utilized by Hotel Building Management) Updated exterior finishes include stone, wood, craftsman style garage doors for trash collection, and weathered steel.	\$800,000****
New concrete snowmelted sidewalks flanking the edge of the building to the plaza stair. New snowmelted concrete sidewalk connecting the existing sidewalk at Mountain Village Boulevard to the Shirana.	\$200,000****
Waiving HOA fees due for the Public Restroom and Parking spaces	TBD
Mitigation Fee	\$996,288
EV capabilities provided in Town Parking Spaces (10% EV Installed, 15% EV Ready, 50% EV Capable)	\$375,000*****
Sustainability Fund committed to be spent locally	\$200,000 - \$350,000 annually*****
LEED Certified	\$2,460,000*****
Payments per Employee in excess of 90 full time equivalent employees beginning on Second Anniversary	TBD
Conference Facility	NA

Commercial Spaces and uses contemplated therefore (Additional Spa and Restaurant Spaces	NA
TOTAL VALUE	\$22,401,538

****Construction cost estimations provided by General Contractors

*****Once constructed, cost provided by Six Senses

*****Estimated cost provided by Solar Consultant

*****Once Constructed this is based on a % of annual revenue while Six Senses is the Hotel Operator

*****Based on % of construction costs as per our LEED certification consultant

The boilers for supplying the proposed community benefit of snow melted sidewalks in addition to the snow melt plaza area are yet to be finalized. The intended location is in the trash facility, however this is subject to be placed underground in the event an alternative location is identified for the trash facility . The plaza stair is an additional community benefit Tiara has incorporated.

The design team has generated preliminary analysis capturing the size and piping needs for the proposed boiler so that the final location can be determined.

In response to the comprehensive plan, Tiara has incorporated a stair connecting Mountain Village Boulevard to the plaza. The stair is an additional public benefit as it completes the continuity of a continuous corridor from Mountain Village Boulevard to See Forever Village.

SUSTAINABILITY

The five-star flagship hotel operator requires a level of excellence exceeding expectations of even the most discerning customer. Sustainable design is at the forefront of our focus and a LEED Silver building is one of the many items that is being incorporated to meet the sustainability standards.

A complete-building energy analysis will be used to optimize envelope, HVAC, lighting, pool/spa systems, snowmelt, and renewable energy strategies, which will all be evaluated under metrics such as energy costs, energy/demand reduction, carbon impacts, and greenhouse gas reduction. This iterative, holistic analysis will help the team determine the ideal fenestration and glazing performance targets with respect to the other building systems and design elements.

CIRCULATION AND UTILITIES

A traffic study has been completed and incorporated into the design.

The design team continues to work with the public utility companies. The engineering currently incorporated reflects the invert heights for utility lines that run through the garage floor slab of level G2. An easement for the below slab plumbing lines will be granted for the utility company access to the stormwater or sanitary lines as/if required. In compliance with application requirements, the utilities will be finalized prior to final submittal.

The project Civil Engineer has been working with SMPA and the Town public works director in identifying all the movement of existing utilities and the proposed plan takes that into account the general approvals of all parties involved in this discussion.

The design team is also comprised of a back of house consultant specializing in the flagship operational requirements. The back of house at the garage level G2 has direct access from a service elevator for the floors above so there is limited, if any, back of house cross over between the garage and back of house operations. All trash collection is directly into the back of house space. Trash collection will occur concealed within the delivery bay by a trash truck backing into the bay and picking up trash. Any trash storage as/if needed will be handled via a well-ventilated storage room. The back of house of the hotel will have a trash compactor

The trash produced by the hotel and related building operations will be self-contained and as such there is no additional requirement to offload trash at the existing adjacent public trash facility.

ACCESS

Underground Garage Access

The best point of ingress/egress to an underground parking garage was determined to be between the Town's existing Trash Enclosure and the hotel. There is additional access for the separated valet only parking upper garage floors. The separation of garages is in response to the site, topography, and addition of a mezzanine employee housing level which made a connection to the lowest level unfeasible.

Access off Mountain Village Boulevard through the Shirana parking lot would add a large number of vehicle trips through the Shirana parking lot which must be avoided. Tiara also designed the access to avoid any conflicts with the loading bay or trash removal access for the Town's New Trash Enclosure.

The current access that exists today was considered, but it is steeper than Mountain Village regulations allow. The access point off of the boulevard is proposed to be shifted to the south to capture a reasonable grade to leave room for the Town's New Trash Enclosure.

Loading Dock and Trash Removal Access for the Project

The Lot 109R property footprint does not lend itself to having access to large truck deliveries (WB-50) to a delivery bay from Mountain Village Boulevard due to the way that it sits on the inside of the curve of the Boulevard. Backing into a loading dock off the Boulevard anywhere on that curve results in limited sight distance and was deemed to be unsafe, therefore the delivery bay was designed to be accessed from the town parking lot tract OS-3BR-1. This lot access is shared with the existing Shirana building which has access to a parking garage off of tract OS-3BR-1.

The Town has given permission to Lot 109R for hotel ingress/egress into the lowest level parking garage, trash collection (within the interior delivery bay), and delivery truck access. The truck access would be clockwise off the Lot 109R parking garage (nose pointing south). Once the truck is clear of the garage ramp, it can back into the loading dock without interfering with the garage ramp or Shirana Ramp access.

Having the truck pointing north was analyzed, however the truck would have to pull into the garage ramp ingress lane and is therefore not desirable. The goal was to keep out of vehicular paths which is why the truck needs to point south – the safer approach is to back in while pointing south.

It is expected that there will be several deliveries per day but it is also expected (and it will be planned such) that those deliveries will be done with small trucks and not the WB-50 that the loading dock is being designed for. In response to town comments, Tiara has modified the WB50 truck delivery bay so that it is completely concealed.

It is assumed that traffic out of the Shirana garage would be left turn, only. Access out of the Westermere garage would also be left turn, only.

The traffic report provided noted a slight shift to the trash enclosure should be incorporated to improve sight lines. This has been incorporated into the civil and architectural drawings.

The Town's Trash Removal Access for the Town's Trash Enclosure

The Town's existing Trash Enclosure proposed to be accessed off the garage ramp and also in a clockwise manner. The Town's rear loading trash truck can pull up alongside the Trash Enclosure and leave room for the delivery truck to pull in and back up into the loading dock. The two vehicles can both be there at the same time while leaving room for Shirana to exit their parking garage and turn to the south.

Although there is room for the two vehicles to be in the loading dock at the same time, it is unlikely that this will occur. Bruin Waste has confirmed that they will work their schedule with the delivery schedule and had no immediate concerns about the proposed circulation.

The design provided has incorporated the traffic report's final assessment.

LANDSCAPING

The building mass has integrated more pronounced steps in the balconies which allows additional landscaping and potted plants. The upgraded design of the plaza has established additional void areas requested by the town for the maintenance vehicular circulation. Tiara will continue to work with the town on the design of the plaza.

The upgrades to the plaza design as proposed are a public and community benefit. Tiara is installing heated snow melt benches, new pavers, and upgraded landscaping throughout to create

an inviting park-like setting. The finishes are in compliance with the CDC requirements for stone and metal (weathered steel). The landscape finishes are seamless with the hotel finishes tying the pedestrian accessway of the developer's Property to See Forever Village.

BUILDING MASSING

The building massing is comprised of public spaces at the plaza floor level which include a spa, market, retail spaces, and public restrooms. At the main level, interior spaces include a restaurant/lobby bar, flagship amenity space, office space, porte cochere and parking garage.

There is an intermediate level which provides approximately 14,455 sf of employee housing. The horizontal element of this wing nestles the housing neatly in the intermediate level and provides façade re-leaf with punched window openings that are surrounded with weathered steel horizontal louvered portals. The flagship's design requirements include incorporating employee amenity space that is private and specifically for the employees of the hotel. The amenity space includes a gym, library, kitchen, game room, laundry, and cinema.

The second and third floors are comprised of the hotel rooms and suites and stack directly on top of the employee housing which anchors the mass as building design moves upward.

The balconies provide some visual relief in addition to shading the exterior glazing of the hotel rooms. The fourth floor contains the lodge and efficiency lodge units which allows the architecture to start to recede inward and exterior space is captured with private balconies. The mass at each end and interior courtyard has been cut away receding the building into itself and providing additional outdoor balcony spaces which partially open to the sky.

Tiara has placed a considerable emphasis on community input and has committed its time to numerous public hearings and private meetings before preparing this final submittal. These hearings and meetings included, but are not limited to: (a) a public workshop during Tiara's due diligence period prior to its acquisition of Lot 109R (September 2021); (b) meeting with Town staff, including Town Manager after Lot 109R was acquired by Tiara (October 2021); (c) a second public workshop (December 2021); (d) ongoing zoom and phone conferences with Town staff (December 2021 to present); (e) private meetings with Shirana HOA President, Westermere HOA President, and other adjacent property owners regarding the project; (f) Initial DRB Hearing (April 2022); (g) Second DRB Hearing (continued from initial DRB Hearing, May 2022); (h) First Town Council Hearing (June 2022); (i) Phone conferences with Fire Marshall; (j) Site visits with San Miguel Power and Black Hills Gas; (k) an informal community meeting (August 16, 2022); (l) Town Council Meeting (August 18, 2022); and (m) Final DRB Hearing (December 1, 2022)

Tiara has had the benefit of presenting this project to the Town Council on June 16, 2022 and August 18, 2022. The Town Council presented several areas that they would like to see addressed in this submittal. In response to the comments of Town Council, Tiara has made substantive changes to the project as requested:

1. Maximum Height & Average Height

i Based on Town Council direction Tiara has now brought the Maximum Height of the new design to that allowed by the 2010 PUD and has brought the Average Height below the approved Average Height in 2010 PUD. Tiara is no longer requesting a variance in the Maximum Height or Average Height for this project.

2. Density

i Tiara is reducing the total density of the project from that previously requested in the Application, 134.5 total units of density, to 132.25 units of density. This represents a total increase from the density allowed under the PUD Approval of 7.75 units of density, however the purpose of this increase is only due to the creation of additional Employee Dorms and Employee Apartments. Without additional employee housing, the density of the project would be 111.25, a reduction of 13.25 from the currently approved 124.5.

In order to accommodate some of the Employee Apartments and/or Employee Dorms proposed for the Project, Tiara is proposing to transfer to the density bank any unused lodge and efficiency lodge density and requesting that the town create new density for employee housing.

Approved Density/Commercial SF			
	# Units	Density Per	Total Density
Efficiency Lodge Units	66	.5	33
Lodge Units	38	.75	28.5
Unrestricted Condominium Units	20	3	60
Employee Apartment	1	3	3
Commercial SF	20,164		
	Total Density		124.5

Proposed Density/Commercial SF			
	# Units	Density Per	Total Density
Efficiency Lodge Units (allocated as Hotel Rooms)	50	.5	25
Lodge Units	31	.75	23.25
Unrestricted Condominium Units	20	3	60
Employee Apartment	2	3	6
Employee Dorm	18	1	18
Commercial SF	26,468		
	Total Density		132.25

3. Changes to Employee Housing Unit

i *Previously in Tiara’s Application it proposed that the type, mix or configuration of individual Employee Apartments and Employee Dorms, including changes that result in increases or decreases in density used at the Project or in changes to use designations, would be reviewed and approved by the planning division as a Class 1 Application. Tiara has removed this proposal from the revised Application and instead contemplates that any such PUD amendment will be reviewed and approved in accordance with the CDC as class 4 development application that could be initiated by the owner of fee title to the Employee Housing Unit, without any requirement that such change be initiated or joined by owners of fee title to at least 67% of the real property within the PUD, provided the Employee Housing Unit continues to be used for Employee Apartment, Employee Dorm, and Employee Amenities (an “Employee Housing Unit PUD Amendment”).*

4. Town Parking

i *Tiara recognizes the importance of public parking to Town Council and the community. Existing onsite as of the date of this summary are 22 surface parking spaces, including one handicapped space, one delivery space, and two medical spaces. The increased size and density of the Employee Housing Unit requires significantly more parking than was previously discussed and contemplated. With that in mind, Tiara proposes to reduce the total number of parking spaces conveyed to the Town to 22 spaces, a number equal to that of the existing 22 spaces currently located on Lot 109R to serve Town residents, businesses, customers, and guests. Notwithstanding the foregoing, not more than 5 such parking spaces may be eliminated with the approval of the Director of Community Development upon payment of a mitigation fee of \$100,000 per parking space. Tiara also proposes to incorporate some of those parking spaces with electrical vehicle charging capability. Tiara will provide shuttle*

transportation to the airport and other entry points for both staff and guests in order to significantly reduce the utilization of personal vehicles to access the hotel.

Parking will meet the town requested amounts of 10% EV installed; 15% EV ready and 50% EV capable.

Use Designation	Required Number of Parking Spaces per Unit	Number of Units (Commercial sf)	Total Parking Required	Total Parking Available Onsite as of Narrative Submittal Date	Total Parking Provided
Efficiency Lodge Units	0.5 per unit	50	25		25
Lodge Units	0.5 per unit	31	16		16
Unrestricted Condominium Units	1 per unit	20	20		20
Employee Apartment	1 per unit	2	2		2
Employee Dorm	1 per unit per 5.31.2022 DRB recommendation	18	18		18
Commercial SF	1 space per 1,000 sq. ft.*	26,468 sq.ft.	27		27
HOA Maintenance Vehicles	1-5		1		1
Town Parking Spaces			48	22	22
Total Parking Spaces			157		131

5. Public and Community Benefits

- i** *As laid out in this summary, Tiara has significantly reduced the number and magnitude of the variances and amendments to the PUD requested, as Shown in Exhibit A and has added additional public and community benefits as outlined in Tables 2 and 3.*

6. Mitigation Payment

- i** *Tiara will not be asking for a consolidation of the Mitigation Payment and Building Permit or for a reduction in the Mitigation Payment or Building Permit fees. Tiara will pay the original committed amount of \$996,288 and will also still meet two of the three stated purposes of the mitigation payment by building employee housing and building a new trash facility in addition to making the payment.*

Tiara proposes to incorporate into the Project employee housing substantially increased and enhanced from that contemplated in the PUD Approval, increasing the total housed from one employee to 56 employees, incorporating extensive and diverse entertainment and kitchen amenities, and expanding employee parking within the Project, all at an estimated cost and value of \$9,950,250.

The Development Agreement also requires \$250,000 of the Mitigation Payment to be applied to the relocation of the trash facility. However, Tiara proposes, at its sole cost and expense, to replace the existing Trash Facility with an enhanced facility with improved capacity and efficiencies at an estimated cost of \$800,000.

Notwithstanding the foregoing, if the Town can provide an alternative location for the trash facility then related amendments to the PUD and Development Agreement would be made through the minor revision process per CDC Section 17.4.7 provided the criteria set forth in such section are satisfied and subject to the Criteria (II.L)e Clarification without the requirement for a major PUD amendment

7. Traffic Study

- i** *After the initial Town Council Hearing a traffic study was ordered from a consultant, LSC Consulting and has been provided to Town Council.*

8. Town Owned Lands- Re-subdivision

i *Town Council asked questions regarding the parcels to be conveyed to and from the Town pursuant to the proposals outlined in the Application. Based on the 2010 PUD Approval, the lots within the boundaries of the plan were replatted by the 2011 Replat into Lot 109R, owned by the original developer, and OS-3-BR-2, owned by the Town. Note 12 of the 2011 Replat states:*

Lot 109R has been configured so that the boundary lines of Lot 109R will coincide with the structural components of the proposed building in the Project.

In order to both accommodate Tiara's proposed more rounded design of the Project and remain true to the intent stated in Note 12 of the 2011 Replat, Tiara has proposed certain boundary adjustments between Lot 109R and OS-3-BR-2. Tiara desires to clarify that the parcels to be conveyed to the Town are currently immediately adjacent to OS-3-BR-2 and would be added and incorporated into that parcel—they do not represent far flung pieces of square footage not useful to the Town. Further, the approval by Town Council of the proposed boundary line adjustments and the related conveyances between Tiara and the Town would, after offsetting the areas to be conveyed to Tiara and added to Lot 109R against those to be conveyed to the Town, result in a total net addition to OS-3-BR-2 of approximately 360 square feet (i.e. the Town would get 360 more square feet than it is giving). The proposed replat provides the best description of the re-subdivision.

Through this re-subdivision, the additional interior space of the project, provides additional space to the plaza. The additional exterior space on the east side of the project, provides easier access for the stairway lead up to Mountain Village Boulevard. The remaining space provides for an even green space that increases access and appearance.

It is Tiara's intent to meet the Town requirements as stated in the 2011 Replat in order to maximize the size of the Town's open space and maintain a zero lot line. Tiara's only intent in requesting a re-subdivision is to work with the town to increase green space and meet the intent of the 2011 Replat.

9. Easements

i *Town Council's concerns regarding grants to Tiara of public lands may also have been intended to reference certain easements contemplated in the Application. Tiara desires to clarify that, to implement the approvals set forth in the 2010 PUD Approval,*

the 2011 Replat was recorded together with various “Lot 109 Project Easements” listed in the 2011 Replat for Permanent Underground Structures, Vehicular Access, Mountain Village Boulevard, Utilities, and Plaza Usage. These easements are perpetual and run with title to Lot 109R. The Application would maintain in full force and effect Tiara’s existing rights under the perpetual Lot 109R Project Easements; provided however, that Tiara proposes to modify the easement areas based on the reconfiguration of Lot 109R and OS-3-BR-2 as described above. In addition, Tiara proposes to amend the Permanent Structure Easement and to add to the existing authorized below-grade uses those elements of the Project Improvements located below-grade, including back of house space serving the hotel and other uses within the Project, parking spaces, parking garage, and deliveries and snow melt and drainage improvements. This underground usage is essential to allow the project to meet the community needs.

Tiara further notes that the PUD Approval and the 2010 Development Agreement require the owner of Lot 109R to grant to the Town various easements for utilities, conference room facilities, public rest rooms, and pedestrian access in the condominium documents for the Project when they are recorded and the exact location of the easement areas are identified as part of the condominium mapping process. These same easements will be granted by Tiara to the Town when the Project, as it is proposed to be amended, is condominiumized.

The updated chart of Easements is attached as Exhibit B hereto.

Summary

i *Tiara Has taken Town Council's direction and comments to heart and improved the design for the Project to address all its major concerns. Tiara is confident that the new design would truly benefit the Town, the village center and the community at large and set a high standard for the development and operation of other area properties. Tiara requests that the Town Council approve the Project and the designs as modified subsequent to the June 16th Town Council meeting and allow Tiara to proceed towards the next phase of Council's review. Tiara is committed to continuing to work with the town and community on traffic flow and further revisions to the trash management facility, and will accept any other matters that Town Council finds necessary to ensure the mutual success of this project.*

Tiara requests that the Town Council approve this project, with conditions, to allow this plan to move forward.

EXHIBIT A

Table 4 Proposed Amendments to the Existing PUD

<u>2010 PUD Resolution</u>	<u>2011 PUD Development Agreement</u>	<u>Original PUD</u>	<u>Amendment Proposal</u>
<u>Public Benefits and Community Benefits</u>			
Pg. 5, A	Def. O, W, Sec. 7.2.1.A, 10, Ex. B	40 dedicated hotel rooms;	50 dedicated hotel rooms (<i>*II.A, D</i>)
Pg. 5, D	Sec. 7.2.1.E	Declaration of Covenants and Restrictions (Hotel Operator and Hotel Amenities, Facilities and Services Covenant) recorded in Reception No. 416997 (the “ Hotel Covenant ”)	Hotel Covenant will be modified consistent with changes proposed in the Application and based on comments of the Hotel Operator prior to second reading (<i>*II.D</i>)
			A shuttle service between Montrose and the hotel on Lot 109R will be available to guests (<i>*II.M.5</i>)
Pg. 6, E	Sec. 7.2.2, 10, Ex. B	Up to \$250,000 of mitigation payment can be used to relocate the existing trash facility serving the Town	Existing trash facility to be replaced at applicant estimated cost of \$800,000 (further addressed below) (<i>*II.L</i>)
		60% (\$597,773) of the mitigation payment to be used for employee housing.	On-site employee housing increased from one employee to 56 employees with shared kitchen and recreational facilities and a laundry, and parking (applicant estimated cost \$7,950,250 with a cumulative sale value of

			approximately \$20,000,000 if sold individually and not subjected to employee housing restrictions) (further addressed below) (*II.A and C)
Pg. 6, F	Sec. 7.2.4	Employee housing unit: One (1) employee apartment	Employee Housing Unit: 2 employee apartments and 18 employee dormitories, each comprised of individual sleeping rooms accommodating three people with common amenities such as a shared kitchen and recreational facilities and a laundry for a total of 14,455 square feet of area within the hotel project dedicated to employee housing and associated amenity spaces (*II.A and C)
		1 parking space** <i>**Final PUD Plan for Mountain Village Hotel Issued November 18, 2010, Project Number 08131.100, Cover Sheet/Index and Sheet Index & Project Information, as included in the Mountain Village Hotel Supplemental Information, Issue Date: November 18, 2010, pages 153 and 154</i>	20 parking spaces (*II.M.1.b and c)
Pg. 6, H	Sec. 7.2.6, 10, Ex. B	Plaza Improvements to OS-3-BR-2 in shaded areas:	Plaza improvements to OS-3-BR-2 bifurcated: 1. Applicant will install Plaza Improvements in shaded area indicated below.

Pg. 6, I	Sec. 7.2.7, 8.1	48 public parking spaces in the project parking garage with the public parking area located at the top level of the	<p>2. With respect to Plaza Improvements to the south of the Westermere project and adjacent to the pond near the Village Center, in view of the proposed redevelopment of the area by the owner of Lot 161CR, rather than Applicant improving that area it proposes to deposit with the Town \$250,000 toward the cost of improvements to be applied at the appropriate time for the making of such improvements by the Town or owner of Lot 161 CR</p> <p>(*I.I.P)</p>
		22 public parking spaces in the project parking garage with the public parking area located on level G2 of the	

		parking structure above the Project's parking	parking structure (<i>*II.M.1.a and c</i>) Notwithstanding the foregoing, not more than 5 such parking spaces may be eliminated with the approval of the Director of Community Development upon payment of a mitigation fee of \$100,000 per parking space.
			EV capabilities to be provided to Town parking spaces: 10% EV installed, 15% EV ready, 50% EV capable
Pg. 7, J	Sec. 8.2,10, Ex. B	Conference room space rentable by the public in conformance with the following:	Conference room space rentable by the public to be provided with some modifications: (<i>*II.O</i>)
		2 conference rooms designed to be broken into 4 smaller rooms	1 conference room designed to be broken into 2 to 4 smaller rooms
		Conference rooms to be offered to the public for market rent at rates comparable to those charged for the Telluride Conference Center	Conference rooms be offered for market rent at rates comparable to those charged for facilities of a comparable quality, location, and views
Pg. 8, (2)	Sec. 8.3	Unique lock-off combinations allowed	Request removed
Pg. 7, (L)	Sec. 8.5	Snow removal from south side of upper Mountain Village Boulevard	Installation of snow melted sidewalks along south side of Mountain Village Blvd – see below (<i>*II.N</i>)
Table 2	Def. W, Table 2	20,164 square feet of commercial space	26,468 square feet of commercial space
		21 parking spaces***	27 parking spaces (<i>*II.M.c</i>)

		<p><i>***Final PUD Plan for Mountain Village Hotel Issued November 18, 2010, Project Number 08131.100, Cover Sheet/Index and Sheet Index & Project Information, as included in the Mountain Village Hotel Supplemental Information, Issue Date: November 18, 2010, pages 153 and 154</i></p>	
			<p>Valet parking serving commercial uses (*II.M.4)</p>
			<p>Installation of two new sidewalks improved with snow melt systems: (1) Shirana to Mountain Village Blvd (2) From where the four seasons sidewalk ends continuous along Mountain Village Blvd to the entrance to OS-3BR-2 (109R back of house and town short term parking area) (*II.N)</p>
			<p>Improve pedestrian access from the stairs on the west side of the Shirana to Mountain Village Boulevard to the west by installing a sidewalk (*II.J.3)</p>
			<p>Easements being granted for See Forever Walkway (easement to be granted as part of Project condominium documents as addressed below) (*II.J.2.b)</p>
			<p>Construction of stairway access from Mountain Village Blvd via porte</p>

			cohere within Project to Plaza in the Village Center (easement to be granted as part of Project condominium documents as addressed below)
			Improvements to OS-3-BR-2 to provide access by emergency vehicles from Mountain Village Boulevard to the Plaza (*II.K)
			Existing trash facility serving Town to be replaced with new building structure for Town use (Lot 109R will be separately served) and access drive will be snow-melted (II.L)
Density			
Table 2	Sec. 4.2	Total density: 124.5	Proposed density: 132.25 (*II.A)
		60 efficiency lodge units (40 to be owned, operated and dedicated for use as hotel rooms) for a density of 33	50 efficiency lodge units (all to be owned, operated and dedicated for use as hotel rooms) for a density of 25 (see below for bonus density request)
		38 lodge units for a density of 28.5	31 lodge units for a density of 23.25
		20 unrestricted condominium units for a density of 60	No change
		1 employee apartment for a density of 3	2 employee apartments for a density of 6

			18 employee dorms for a density of 18
			Unused density for other uses will be transferred to the Town density bank
Subdivision, Parcel Exchange/Reconfiguration, Easements			
Pg. 9, Resolution	Sec. 2 and 3	The Town included 21,562.2 square feet of town property to create the resulting Lot 109R containing a total of 35,928 square feet. The Town accepted replacement property specifically Lot 644 in the meadows in consideration for the replatted property and original PUD agreement.	A replat request to adjust boundaries between Lot 109R and OS-3-BR-2, Village Center Active Open Spaced owned by the Town of Mountain Village. Village Center Open space when reconfigured would increase by 360 square feet with modified boundaries. (<i>*II.E</i>)
Pg. 9, 1	Sec. 3.1, 3.3, 8.6	Easements granted by Town to Owner recorded concurrently with Replat:	Amend easement parcels as necessary to reflect boundary line adjustment. In addition: (<i>*II.F</i>)
		Permanent Underground Structures (Rec. 417001)	Amend easement parcel to expand below-grade portion of OS-3-BR-2 where employee parking is located (<i>*II.G</i>)
		Plaza Usage (Rec. 41700)	Modify easement to allow overhangs and above-grade encroachments shown on plans for the Project and emergency egress from employee housing unit. (<i>*II.H and J.1</i>)
			In the event OS-3-BR-2 is not treated under the IBC as a street, alley or public way for purposes of calculating fire

			separation distance for the Project, Applicant requests an administrative modification to the IBC to, nevertheless, allow fire separation distance to be calculated to an imaginary line halfway between Lot 109R and any building on the opposite side of OS-3-BR-2. In the event covenants regarding OS-3-BR-2 are required to achieve that end, Applicant requests the imposition of such covenants. (*II.I)
		Easements granted by Town to Owner for shoring, excavation and grading at building permit issuance	No change
Pg. 9, 1	Sec. 8.7	Easements to be granted by Owner to Town with recordation of Project condominium documents: Conference room access Public restrooms Town parking spaces Pedestrian breezeways	No change to existing easements to be granted. New/additional easements to be granted with recordation of Project condominium documents as described below:
			See Forever Walkway. An Owner Granted Public Easement will be granted (as easements, licenses, or leases as necessary and suitable) to Town with recordation of Project condominium documents that connects See Forever walkway through Lot 109R (proposed to be replatted as Lot 109R2) to the

			Village Center. The pathway is recognized onsite.
			Easement for stairway access from Mountain Village Blvd via Port Cochere to Plaza in the Village Center
		Over Tract 89-A there exist 2 pedestrian access easements: (1) Warranty Deed recorded March 2, 1987 in Book 434, Pages 474-478; (2) Pedestrian Access Easement Agreement recorded October 12, 2007 under Reception No. 397446	Reposition of access easement to reflect final location of related pedestrian access improvements <i>(*II.J.2.a)</i>
Variations			
Pg. 1, 1	6.1.1	Variation/waiver to LUO Section 2-416 to allow Lot 109 and 110, Building Footprint Lots, to expand by more than 25%	N/A. Lot 109R is not a Building Footprint Lot under the CDC
Pg. 1, 3 and 5	6.1.3	Variation/waiver to LUO Section 4-308-2 (sic.) [4-311-2.] to allow for permitted uses (parking, pedestrian paths, etc. as shown in plans) in Active Open Space as shown on the Final PUD Plans to be approved pursuant to the PUD process and not the special use permit process.	N/A. OS-3-BR-2 is now zoned Full use, Ski Resort Active Open Space under CDC Section 17.3.2.B.c.
Pg. 1, 4	6.1.4	Variation/waiver to LUO Section 4-308-2(f) to allow for conference and meeting space on the plaza level.	N/A. Conference facility moved to 6 th floor. Plaza level use limitations set forth in CDC Section 17.2.4.H.4 don't apply <i>(*II.O)</i>

Pg. 1, 6	6.1.5	Variation/waiver to LUO Section 2-466 to allow for the proposed lock-off unit configuration as shown in the Final PUD Plans.	N/A. Request for unique lock-off combinations removed.
Pg. 1, 7	6.1.6	Variation/waiver to LUO Section 4-609-5 to extend the PUD vesting period from three (3) to five (5) years.	N/A. Applicant proposes to create a vested property right in PUD as amended for standard 3-year vesting period (<i>*II.S</i>)
Pg. 2, 8	6.1.7	Variation/waiver to LUO Section 9-13 through 9-16 (TMV Design Regulations) to allow for the “festoon” lights over the plaza area.	N/A
			In order to accommodate the additional employee apartment and the 18 employee dorms, Applicant requests the Town create 21 units of bonus density for such purposes or that such density be transferred from the Town density bank (<i>*II.A</i>)
			The type, mix or configuration of the areas within the Employee Housing Unit, including changes that result in increases or decreases in density or in changes to use designations may be initiated by the owner of fee title to the Employee Housing Unit without any requirement that such change be initiated or joined by owners of fee title to at least 67% of the real property

			<p>within the PUD or an individual or entity having the written permission of same, provided the Employee Housing Unit continues to be used for Employee Apartment, Employee Dorm, and Employee Amenities and the other portions of the PUD are not adversely affected. <i>(*II.C)</i></p>
			<p>Lodge units will not be required to contain a mezzanine as contemplated in CDC Section 17.8.1 <i>(*II.D)</i></p>
			<p>All commercial space to be parked at 1.00 per 1,000 sf in accordance with existing PUD and LUO Section 7-301</p>
			<p>Wall material (no stucco proposed) per CDC Section 17.5.6.E</p>
			<p>Glazing – uninterrupted areas of glass that exceed 16 square feet per CDC Section 17.5.6.G.5</p>
			<p>Decks and Balconies – long continuous bands per CDC Section 17.5.6.I</p>
			<p>Garage Drive Aisle reduced from 22 feet to 18 feet approved by the fire marshal per CDC Section 17.5.8.C.3 <i>(*II.M.3)</i></p>

Specific Approvals			
Pg. 2, 1	6.2.1	Specific approval from Town Council to allow residential occupancy on the plaza level for an Employee Housing Apartment (LUO Section 4-308-4)	Employee apartment and employee dorms moved to mezzanine. Plaza level use limitations set forth in CDC Section 17.2.4.H.4 don't apply
Pg. 2, 2	6.2.2	Specific approval from the DRB to allow tandem parking to be included as required parking (Design Regulations Section 7-306-2)	N/A. Tandem parking eliminated. (*II.M.2)
Pg. 2, 3	6.2.3	Specific approval from the DRB to allow modification of the tile roofing material, not design (Design Regulations Section 8-211-5)	N/A
Pg. 2, 4	6.2.4	Specific approval from the DRB to allow for 2:12 roof pitch (Design Regulations Section 8-202)	N/A
			Conditional use approval per CDC Section 17.3.3 Use Schedule to expand below-grade portion of OS-3-BR-2 where employee parking is located (see above). (*II.G)
			Either add to the authorized uses permitted under the Permanent Structure Easement or to provide for the grant by the Town of a new easement in substantially the same form as the Permanent Structure Easement, to install, extend, operate, use, repair and maintain those elements of

			the Project Improvements located above-grade
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Table 5 Proposed CDC Variances*

1		Density for employee housing
2		Application rule for employee housing
3		Parking (including flexibility to remove up to 5 parking spaces with payment to Town of \$100,000 per lost parking space)
4		Design Variations
	a	Exterior Walls
	b	Glazing
	c	Decks & Balconies
	d	Parking Regulations
	e	Lighting, including Landscape Lighting
	f	Road and Driveway Standards
	g	Solar Roof Tiles in the Village Center
	h	Roof Form

* See design variance sheet.

EXHIBIT B

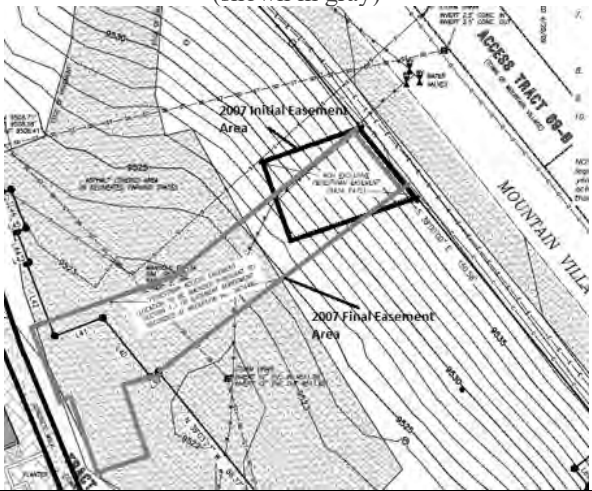
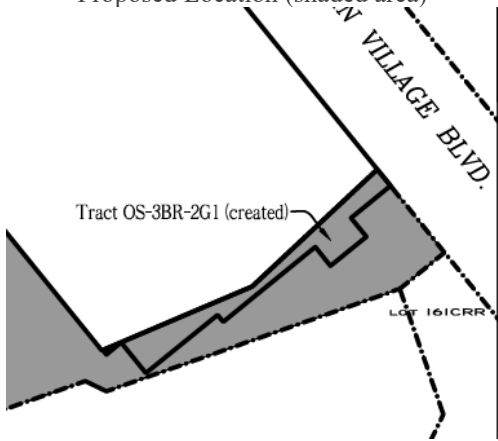
Lot 109R Easements Existing and Proposed

(12.18.2022)

Ex 1	Recording Informatio n	Document Title	Parties	Property	Easement	Proposal
23, 27	3.2.1987 B434 P475	Warranty Deed	The Telluride Company	Tract 89-A, Telluride Mountain Village, Filing No.1, according to the replat of future Lot 89 and Tract OS-3, Telluride Mountain Village Filing No. 1	<p>In deed for Tract 89-A The Telluride Company reserved a non-exclusive pedestrian access easement on, over and across Lot 89-A for the benefit of all persons in the Mountain Village Planned Unit Development, San Miguel County (“Mountain Village”). Runs for the benefit of Mountain Village. The Telluride Company reserved the right to limit the rights of beneficiaries of the easement or abolish it.</p> <p>By virtue of the 2011 Replat (defined below), Note 11, this easement was supplemented and amended such that, “[c]onsistent with the terms of Section 8.6 of the Development Agreement [defined below] . . . Company [the owner of Lot 109R] is obligated to grant and convey certain . . . easements (“Owner Granted Public Easements”) for the use and benefit of the Town following construction of the Project, which will be addressed in the condominium documents for the Project to be recorded in the manner required by the Development Agreement.”</p>	<p>Pedestrian access improvements will be located immediately adjacent to the southeast of Lot 109R2 on what will be Tract OS-3BR-2R, Town Open Space. Easement to be relocated accordingly or terminated and released.</p> <p>Project Condominium Documents will also provide necessary and suitable easements, licenses or leases for the benefit of the Town and general public for pedestrian access between the porte cochere at Mountain Village Boulevard and to the Plaza Area.</p>

¹ Title exception number references are to Title Report issued by Fidelity National Title Insurance Company, Title Report No.:150-F17796-22, dated effective October 5, 2022

20	10.12.2007 397446	Pedestrian Access Easement Agreement See also 2011 Replat	Stonegate Mountain Village Partners, LLC (“Grantor”) and John E. and Alice L. Butler Trust (“Grantee”)	<p>“Initial Easement Area” over Tract 89-A. Upon receipt of Town approvals to develop a hotel and condominium project, after which a replat was anticipated deleting Lots 89A, 109 and 110 and modifying Tract OS3-BR and creating new [Lot 109R] and Tract OS-3BR-2, the easement would be over the “Final Easement Area” shown in gray below, provided that such areas made subject to modification throughout the TMV approvals and agreed upon by Grantor and Grantee and finally final location to be determined from an as-built.</p>	<p>Pedestrian access easement for the benefit of Lots 89-1B, 891-C, 89B, 89D-1, 892A, 893B, 89-3C and 89-3D, Town of Mountain Village per plat recorded in Plat Book 1 at Page 693 to maintain Grantee’s pedestrian access from Grantee’s Property to the Mountain Village Core</p> <p>The 2011 Replat shows the location of the Final Easement Area and notes “(Location to be Amended pursuant to Section 1.1 of the Easement Agreement recorded at Reception No. 397446.)</p>	<p>Pedestrian access improvements will be located immediately adjacent to the southeast of Lot 109R2 on what will be Tract OS-3BR-2R, Town Open Space. Easement to be relocated accordingly or terminated and released.</p> <p>Project Condominium Documents will also provide necessary and suitable easements, licenses or leases for the benefit of the Town and general public for pedestrian access between the porte cochere at Mountain</p>

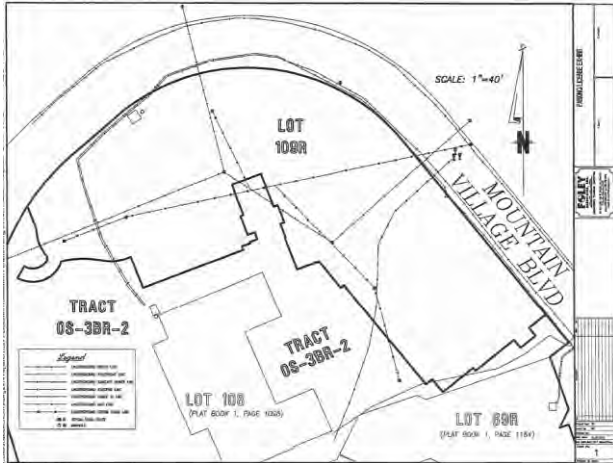
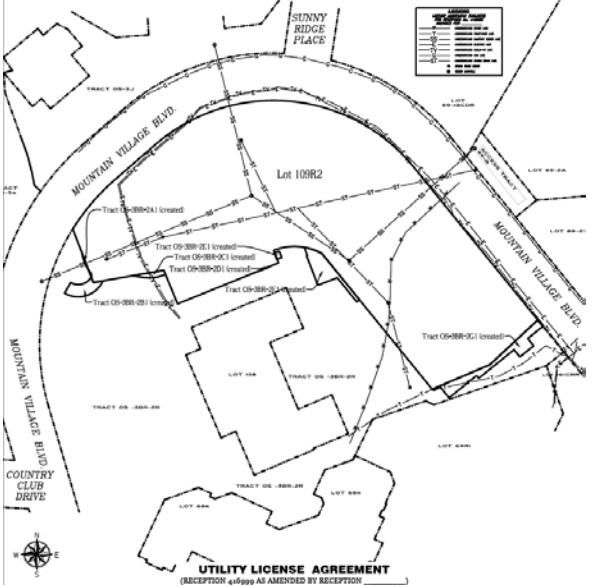
					Village Boulevard and to the Plaza Area.																		
			Initial Easement Area (shown in black); Final Easement Area (shown in gray)																				
27, 31,	3.18.2011 Plat Book 1 Pages 4455-4457; 416994	Plat for Lot 109R and Tract OS-3BR-2, Town of Mountain Village (the "2011 Replat")	Lot 109R	<p>Note 9 includes an acknowledgement by Company and Town that certain easements relating to the development of the Project ("Lot 109R Project Easements") are executed and recorded simultaneously with the Plat as follows (which are separately addressed in this table below):</p> <table border="1"> <thead> <tr> <th>Easement</th> <th>Recording Date</th> <th>Reception No.</th> </tr> </thead> <tbody> <tr> <td>Underground Structures</td> <td>3.18.2011</td> <td>417001</td> </tr> <tr> <td>Vehicular Access</td> <td>3.18.2011</td> <td>417002</td> </tr> <tr> <td>Mt. Village Blvd</td> <td>3.18.2011</td> <td>417003</td> </tr> <tr> <td>Utilities</td> <td>3.18.2011</td> <td>417004</td> </tr> <tr> <td>Plaza Usage</td> <td>3.18.2011</td> <td>417000</td> </tr> </tbody> </table>	Easement	Recording Date	Reception No.	Underground Structures	3.18.2011	417001	Vehicular Access	3.18.2011	417002	Mt. Village Blvd	3.18.2011	417003	Utilities	3.18.2011	417004	Plaza Usage	3.18.2011	417000	Lot 109R Project Easements to be amended as proposed in this table below.
Easement	Recording Date	Reception No.																					
Underground Structures	3.18.2011	417001																					
Vehicular Access	3.18.2011	417002																					
Mt. Village Blvd	3.18.2011	417003																					
Utilities	3.18.2011	417004																					
Plaza Usage	3.18.2011	417000																					
				Note 11 states: Consistent with the terms and conditions of Section 8.7 of the Development	Addressed separately in this table below.																		

					Agreement, Company and Town recognize that Company is obligated to grant and convey certain other easements (“ Owner Granted Public Easements ”) for the use and benefit of the Town following construction of the Project, which will be addressed in the condominium documents for the Project to be recorded in the manner required by the Development Agreement.	
					The Owner Granted Public Easements includes (sic.), without limitation, a right of Pedestrian Access through breezeways being constructed on the Project, which right and easement supplements and amends the reservations for public pedestrian access over Tract 89-A as noted in Deed recorded in Book 434, Pages 475-478.	Project as reconfigured no longer includes breezeways. Project Condominium Documents will provide necessary and suitable easements, licenses or leases for the benefit of the Town and general public for pedestrian access between the porte cochere at Mountain Village Boulevard and to the Plaza Area instead.
27, 32	3.18.2011 416997 Amendment recorded 8.5.2015 at 438754 And 12.21.2020 at 467310	Development Agreement Lot 109R, Town of Mountain Village Planned Unit Development (the “ Development Agreement ”)	Town of Mountain Village and MV Colorado Development Partners	Lot 109R	Section 8.6. The Town agrees to grant and convey necessary easements to the Owner (“ Lot 109R Project Easements ”) to enable Owner to develop, construct, operate, use, repair and maintain the Project in accordance with the Town Approvals. The easements shall, at a minimum, provide for the following: 1. Plaza Usage 2. Permanent Underground Structures 3. Vehicular Access 4. Mt Village Blvd 5. Utilities Each of these easements were recorded in 2011 and are addressed separately in this table below.	Addressed separately in this table below.

		See also 2011 Replat Note 11			See also 2011 Replat Note 9 addressed above.	
					<p>Section 8.6 also lists certain Lot 109R Project Easements to be granted with the building permit for the Project:</p> <ol style="list-style-type: none"> 1. Section 8.6; Grant of Easements by Town to Owner Temporary shoring, grading and excavation 2. Vehicular and pedestrian access to undertake authorized uses 	Timing moved up and grant to be added to Easement Agreement (Permanent Structures) by First Amendment to same to be recorded with the Lot 109R2 Replat. Easement Agreement (Permanent Structures) also addressed separately in this table below.
					<p>Section 8.7. Owner agrees to grant and convey to the Town certain necessary and suitable easements, licenses or leases for the benefit of the Town and general public (“Owner Granted Public Easements”). The Owner Granted Public Easements shall, at a minimum, provide for the following:</p> <ol style="list-style-type: none"> 1. Interim Utility License for certain existing public utilities (“Existing Public Utilities”) that may exist in Lot 109R <p>License was recorded in 2011 and is addressed separately in this table below.</p> <p>See also 2011 Replat Note 10 which also addresses the granting of the License Agreement (Utilities) for the Existing Public Utilities</p>	Addressed separately in this table below
					<p>Section 8.7 also lists certain Owner Granted Public Easements to be granted (as easements, licenses or leases as necessary and suitable) with the recordation of Project Condominium Documents:</p> <ol style="list-style-type: none"> 1. Permanent Utilities 2. Conference Room Access 	Remain to be granted and/or other rights to use created in/in connection with recordation of Project Condominium

				<p>3. Public Rest Room Access 4. Town Parking Spaces Access 5. Pedestrian Access through breezeways</p> <p>See also 2011 Replat Note 11 set forth in this table above.</p>	<p>Documents with Town staff approval of form of same.</p> <p>Conference room space rentable by the public to be provided with some modifications: 1 conference room designed to be broken into 2 to 4 smaller rooms Conference rooms be offered for market rent at rates comparable to those charged for facilities of a comparable quality, location, and views</p> <p>Project as reconfigured no longer includes breezeways. Project Condominium Documents will provide necessary and suitable easements, licenses or leases for the benefit of the Town and general public for pedestrian access between the porte cochere at Mountain Village Boulevard and to the Plaza Area instead.</p>
				<p>In addition, Owner Granted Public Easements to be granted (as easements, licenses or leases</p>	

					as necessary and suitable) with the recordation of Project Condominium Documents will include a pedestrian access easement that connects the See Forever walkway through Lot 109R (to be replatted as Lot 109R2) to the Village Center. The pathway is recognized onsite.	
34	3.18.2011 416999	License Agreement (Utilities) See also 2011 Replat Note 10 and Development Agreement Section 8.6	MV Colorado Development Partners, LLC (Licensor) and the Town of Mountain Village (Licensee)	License Area depicted on Exhibit A to License Agreement (Utilities)	Acknowledges that (a) certain Existing Public Utilities may exist within portions of the License Area, (b) some or all such Existing Public Utilities could be relocated and/or abandoned with the construction of the Project, (c) Replacement Public Utilities will be constructed by Licensor in connection with the Project, (d) the parties will execute any replacement easements as necessary to enable the use, operation, maintenance, repair and replacement of the Replacement Public Utilities, and (e) until such time as the construction of the Project commences as evidenced by a building permit, the Town will have the right per this License Agreement to use, repair, maintain and otherwise operate the Existing Public Utilities. License automatically expires when Licensor obtains a building permit, subject to the obligation of Licensor to grant Replacement Public Utilities Easements. See also Note 10 on 2011 Replat and Section 8.6 of Development Agreement.	Amended to address utilities and other related improvements including stormwater and drainage facilities, water, sewer, telephone, internet, electrical, gas, cable television utility that serve third-party private property owners located within portions of the License Area or other portions of the Licensee Property impacted by the Project. <u>Exhibit A</u> depicting License Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R. <i>See proposed First Amendment to and Partial Termination and Relinquishment of License Agreement (Utilities)</i>

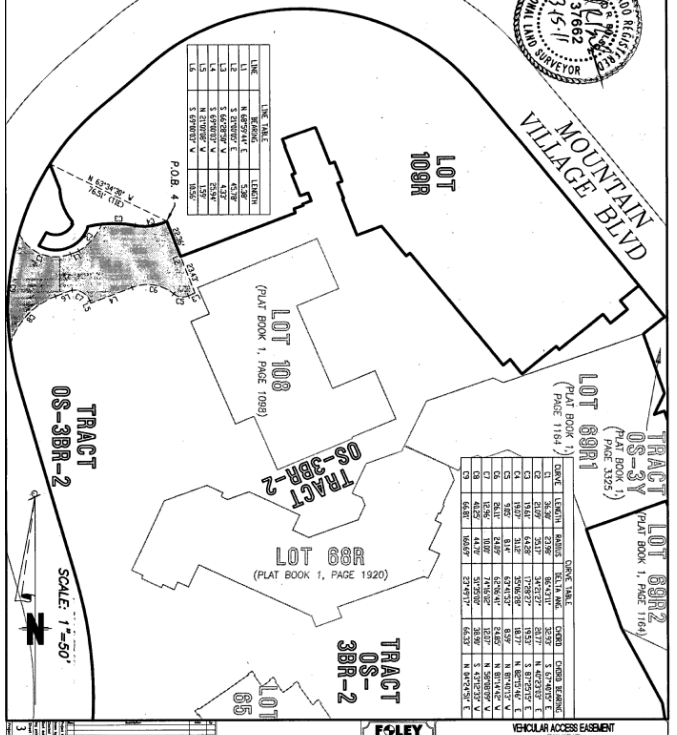
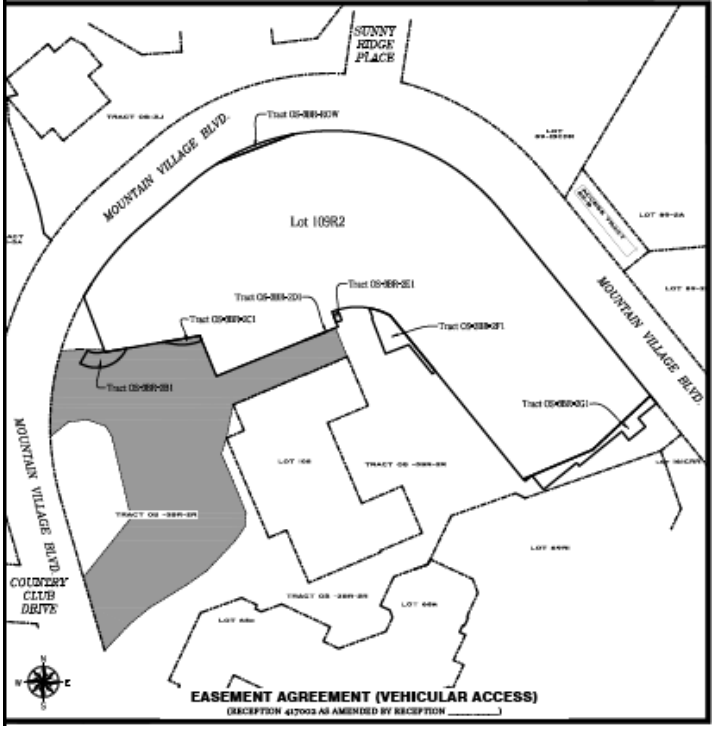
						Form of amendment to be developed and finalized with Town staff approval.
			<p style="text-align: center;">License Area (current)</p> 		<p style="text-align: center;">License Area (proposed)</p> 	
35	3.18.2011 417000	<p>Easement Agreement (Plaza Usage)</p> <p>See also 2011 Replat Note 9 and Development Agreement Section 8.6</p>	<p>MV Colorado Development Partners, LLC (“Grantee”) and the Town of Mountain Village (“Grantor”)</p>	<p>Easement Area depicted on Exhibit B to Easement Agreement (Plaza Usage)</p>	<p>Easement for (“Authorized Uses”): Installation, operation, use repair, maintenance, and upgrade of:</p> <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> a. Snowmelt system and related components. b. Plaza lighting and fixtures. c. Landscaping and hardscaping. d. Signage. e. Pedestrian access. f. Drainage systems and improvements. 2. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, etc: <ol style="list-style-type: none"> a. Elements of the Project for which such access is reasonably necessary. b. Facilities, structures, improvements etc associated with the Authorized Uses. 	<p>Authorized Uses to be revised to allow lighting attached to the exterior of the building comprising the Project; delete authorization for installation of artwork; and allow other Project Improvements projecting on the or over the Easement Area, including, but not limited to, awnings, signs, and hardscaping.</p>

					<p>3. Authorized Uses deemed to include slope easement by which Grantor agrees not to disturb Grantor Property burdened by Easement Area in a manner that will alter, compromise, etc lateral support or other structural integrity of Project Improvements.</p> <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>	<p>Exhibits A & B depicting Easement Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See proposed First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Plaza Uses)</i></p> <p>Form of amendment to be developed and finalized with Town staff approval.</p>
				Easement Area (current)	Easement Area (proposed)	

36	3.18.2011 417001	<p>Easement Agreement (Permanent Structures)</p> <p>See also 2011 Replat Note 9 and Development Agreement Section 8.6</p>	<p>MV Colorado Development Partners, LLC (“Grantee”) and the Town of Mountain Village (“Grantor”)</p>	<p>Easement Area depicted on Exhibit B to Easement Agreement (Permanent Structures)</p>	<p>Easement for (“Authorized Uses”):</p> <ol style="list-style-type: none"> 1. Installation, operation, use repair, maintenance, and upgrade of: <ol style="list-style-type: none"> a. Those elements of Project Improvements located below grade (inclusive of, without limitation, footers, walls, foundations, columns, supports and other like components). b. Those elements of the Project Improvements located below grade (inclusive of, without limitation, commercial space, residential space, storage space, parking garages, parking spaces, snowmelt systems, HVAC systems, mechanical systems, phone systems, boilers, exhaust systems, lights, elevators, stairs, ramps, drains, pipes, utilities and other like components). 	<p>Authorized Uses to be revised to allow layback, underground support members and devices such as but not limited to excavation shoring walls, soil nails, nail screws and tieback systems, tower crane foundation systems, and expand utility and system-related uses allowed.</p> <p>Exhibit A & B depicting Easement Area to be amended</p>

				<p>2. Vehicular and pedestrian access to and from the Project.</p> <p>3. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, facilities, structures, improvements etc associated with the Authorized Uses.</p> <p>4. Authorized Uses deemed to include slope easement by which Grantor agrees not to disturb Grantor Property burdened by Easement Area in a manner that will alter, compromise, etc lateral support or other structural integrity of Project Improvements.</p> <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>	<p>to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Permanent Structures)</i></p> <p>Form of amendment to be developed and finalized with Town staff approval.</p>
			Easement Area (current)	Easement Area (proposed)	

37	3.18.2011 417002	<p>Easement Agreement (Vehicular Access)</p> <p>See also 2011 Replat Note 9 and Development Agreement Section 8.6</p>	<p>MV Colorado Development Partners. LLC (“Grantee”) and the Town of Mountain Village (“Grantor”)</p>	<p>Easement Area depicted on Exhibit B to Easement Agreement (Vehicular Access)</p>	<p>Easement for (“Authorized Uses”):</p> <ol style="list-style-type: none"> 1. Installation, operation, use repair, maintenance, and upgrade of driveways for vehicular access and sidewalks for pedestrian access (inclusive of, without limitation, snowmelt, lighting, landscaping, irrigation, hardscaping, signage, pavement, utilities, and other like components). 2. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, facilities, structures, improvements etc associated with the Authorized Uses. <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>	<p>Authorized Uses to remain the same but Exhibit B depicting Easement Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See First Amendment to and Partial Termination and</i></p>

						<p><i>Relinquishment of Easement Agreement (Vehicular Access)</i></p> <p>Form of amendment to be developed and finalized with Town staff approval.</p>
			<p>Easement Area (current)</p> 	<p>Easement Area (proposed)</p> 	<p>Easement for ("Authorized Uses"):</p> <ol style="list-style-type: none"> To plant, install, repair and maintain landscaping. Vehicular and pedestrian access and the use of equipment necessary to maintain, repair, replace, upgrade, facilities, 	<p>Tiara acknowledges the Town has indicated easements are no longer appropriate for permanent improvements in a</p>
38	3.18.2011 417003	Easement Agreement (Mountain Village Boulevard Work)	MV Colorado Development Partners. LLC ("Grantee") and the Town of Mountain Village ("Grantor")	Easement Area depicted on Exhibit B to Easement Agreement (Mountain Village Boulevard Work)	Easement for ("Authorized Uses"):	Tiara acknowledges the Town has indicated easements are no longer appropriate for permanent improvements in a

		<p>See also 2011 Replat Note 9 and Development Agreement Section 8.6</p>			<p>structures, improvements etc associated with the Authorized Uses.</p> <p>See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.</p>	<p>right-of-way but a Road Right of Way Agreement should be used instead. Tiara proposes to terminate the existing 2011 Easement Agreement (Mountain Village Boulevard Work) and replace it with the Town's license form for such purposes.</p> <p>Authorized Uses to include those authorized under the Easement Agreement (Mountain Village Boulevard Work) revised to allow layback, underground support members and devices such as but not limited to excavation shoring walls, soil nails, nail screws and tieback systems, tower crane foundation systems, and expand utility and system-related uses allowed.</p> <p>Exhibit A & B depicting Easement Area to be amended to reflect configuration of the</p>
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						<p>Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See First Amendment to and Partial Termination and Relinquishment of Easement Agreement (Mountain Village Boulevard Work)</i></p> <p>Form of amendment to be developed and finalized with Town staff approval.</p>
			Easement Area (current)		Easement Area (proposed)	

39	3.18.2011 417004	<p>Easement Agreement (Utilities)</p> <p>See also 2011 Replat Note 9 and Development Agreement Section 8.6</p>	<p>MV Colorado Development Partners, LLC (“Grantee”) and the Town of Mountain Village (“Grantor”)</p>	<p>Easement Area depicted on Exhibit B to Easement Agreement (Utilities)</p>	<p>Easement for (“Authorized Uses”):</p> <ol style="list-style-type: none"> 1. To install, extend, operate, repair and maintain and upgrade the Utilities, which Utilities are intended to be located below ground, but it is recognized that some components related to the Utilities, such as vaults and similar structures, will be located above ground. 2. To undertake clearing and grading associated with the Utilities. 3. Vehicular and pedestrian access and the use of equipment necessary for installation, repair, replacement and maintenance of the Utilities. 	<p>Authorized Uses to remain the same but Exhibit B depicting Easement Area to be amended to reflect configuration of the Lot109R2 and OS-3BR-2R.</p> <p>Other clean-up changes to boilerplate.</p> <p><i>See First Amendment to and Partial</i></p>

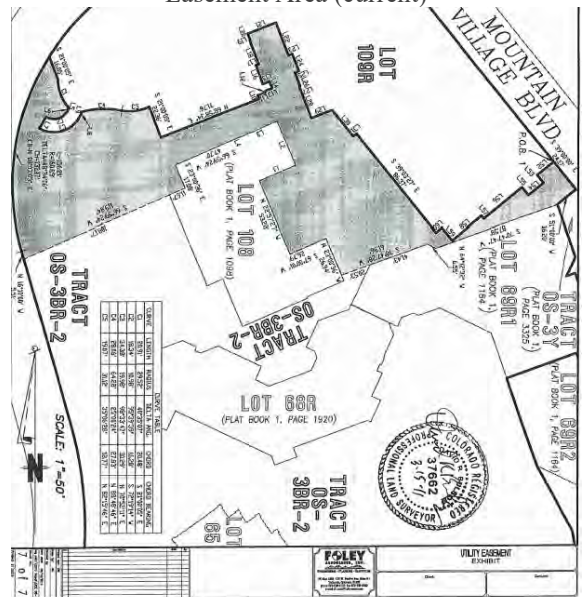
“Utilities” includes, but is not limited to, stormwater and drainage facilities, water, sewer, telephone, internet, electrical, gas, cable television utility serving the Project or relocated in connection with the construction of the Project within the Easement Area.

Termination and Relinquishment of Easement Agreement (Utilities)

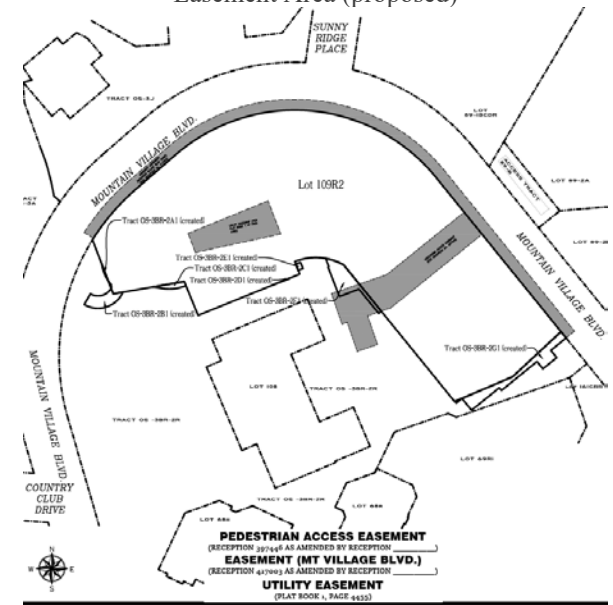
See also Note 9 on 2011 Replat and Section 8.6 of Development Agreement.

Form of amendment to be developed and finalized with Town staff approval.

Easement Area (current)



Easement Area (proposed)



VAULT MANAGEMENT TIARA TELLURIDE LLC

December 19, 2022

PROJECT SUMMARY

Tiara Telluride, LLC, a Colorado limited liability company (“**Tiara**”) has submitted a Major PUD Amendment Application with respect to Lot 109R, Town of Mountain Village, San Miguel County, Colorado. Tiara has made a considerable effort to thoughtfully and creatively design a forward-thinking project that will provide considerable community and public benefits. The project includes an industry-leading five-star hotel, premium condominium units, best in class food and beverage outlets, a one-of-a-kind spa, and unique and exciting retail boutiques. The hotel and related amenities will be scheduled to operate year-round. Additionally, the project will include employee apartments and dormitories providing housing opportunities for over 50 employees, addressing a significant need for the continued growth of the Town.

After the meeting with the DRB and Town Council we “went back to the drawing board” and spent time carving from the façade to lower heights. We are submitting a revision that has responded to these comments and incorporated a design in compliance with the current and approved PUD. This has removed any need to request a variance for the max or average heights. It also allowed us to further develop the architecture so that we could integrate design aesthetics desired. This was presented in the final DRB hearing.

In addition to revised landscaping, we also noted the comments we received at the Final DRB referencing the lighting and photometrics. In this submittal, you’ll notice we have removed the gas light fixtures and variance request. Lighting has been adjusted including substituted path light fixtures and compliance with CDC for allowed Kelvin temperature.

Lot 109R is currently subject to a PUD approved in 2010 that envisioned a hotel and condominium project constructed on Lot 109R. Tiara intends to develop a project that meets the intentions of the approved PUD, but also works to surpass the original goals of the 2010 PUD by developing a premier, cutting-edge and sustainable project, with significantly more community and public benefits than intended under the 2010 PUD.

In response to DRB comments building heights have been addressed and reduced in conformance with the approved PUD. The building mass has been carved away resulting in a net rentable loss, but with a result we feel is an improvement to the architecture and responds to the Community Development Code.

The comments received for the plaza side of the building have been addressed by further development of the building steps and incorporating columns to anchor the building. The fifth floor steps and allows large balconies for outdoor spaces as the building mass reduces as it continues upwards. The roof lines have been pulled in opening some of these balconies to the sky and carving out views.

Tiara recognizes the significance of this site to the Town, as it serves as one of the last available lots to be developed in the Village Town Center. Because of the importance of this project to the Town, Tiara has worked with intention to creatively engineer a project that fits the unique layout of Lot 109R, while providing a design that will serve as a welcome addition to the Town's beautiful skyline.

Tiara has worked diligently to develop the design of the project with a focus on creating a timeless building that conforms to the natural elements and unique environment of Mountain Village. The design also reflects the comments received during preliminary design session meetings with the Town and throughout the months following those initial meetings.

Tiara also continues to work with the five-star flagship operator on their specific design and construction requirements to satisfy their operational needs and amenity requirements. Much like the comprehensive plan requires, the flagship hotel is focused on amenities that serve not just the hotel, but the public and community as well.

The siting of the hotel focused integration of the plaza and its surroundings by creating an activated indoor/outdoor environment. As comments are addressed, the focus of updating the town's existing courtyard plaza with new and upgraded landscaping has been a crucial focus. The site is immediately adjacent and overlaps this key connection from See Forever Village to the Mountain Village plaza center via the pedestrian accessway. In this submittal, we incorporated Final DRB comments to further adjust and tweak the landscaping.

The adjustments to the proposed plan maintains the void we created through the buildings mass at the pedestrian plaza level but pinch some of the landscaping to increase the pedestrian accessway. This void also creates the opportunity for an accessway easement under the building that maintains the existing circulation. The design integrates the existing corridor connection for pedestrian and bicycle access neatly tucked under the roadway without any impediment. Once through the existing tunnel, pedestrians arrive on the other side under the hotel structure safely covered from any weather and have immediate and direct access to the public amenities.

Once in the plaza, the pedestrian access is a continuous open circulation of varying options for the path an individual is taking. Furthermore, the addition of a public stairway has been proposed off the plaza that allows pedestrians to circulate up to Mountain Village Blvd. or down from the adjacent surroundings. The town's plaza upgrades proposed include snow melt which not only maintains public safety and improves snow removal, but also allows 365-day access to the spa and retail spaces directly off the plaza or for public events. Anchors will be incorporated into the final building to allow connection for cover or festive lights.

BUILDING MASSING

The building massing is comprised of public spaces at the plaza floor level which includes a spa, market, and retail spaces. At the main level, interior spaces include a restaurant/lobby bar, flagship amenity space, office space, Porte Cochere and parking garage.

There is an intermediate level that provides 14,455 sf of employee housing. The horizontal element of this wing nestles the housing neatly in the intermediate level and provides façade relief with punched window openings that are surrounded by weathered steel horizontal louvered portals. The flagship's design requirements include incorporating employee amenity space that is private and specifically for the employees of the hotel. The amenity space includes a gym, library, kitchen, game room, laundry, and cinema.

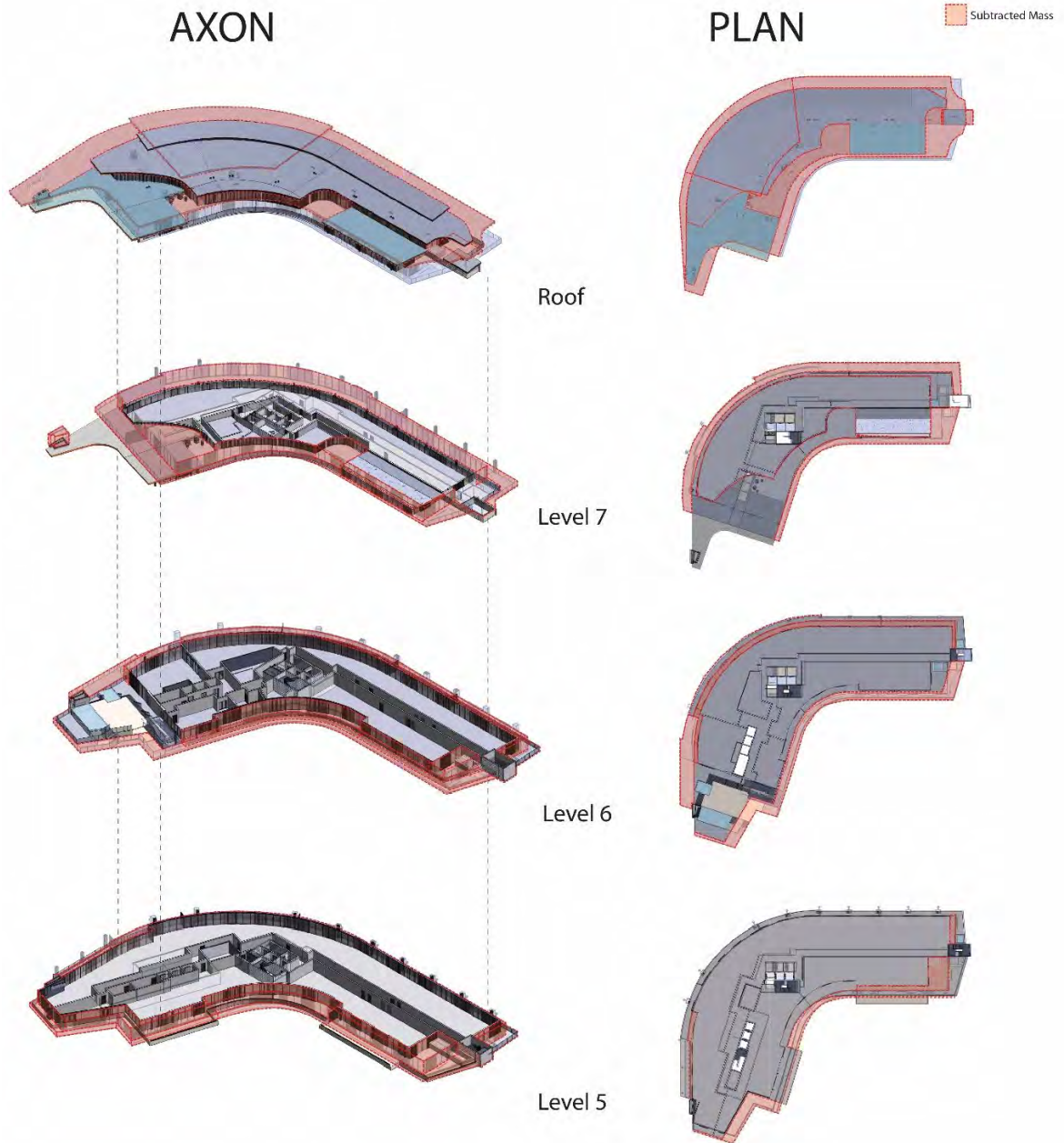
The second and third floors are comprised of the hotel rooms and suites and stack directly on top of the employee housing which anchors the mass as the eye is carried upward.

The balconies provide some visual relief in addition to shading the exterior glazing of the hotel rooms. The fourth floor contains the lodge and efficiency lodge units which allow the architecture to start to recede inward and exterior space is captured with private balconies. The mass at each end and interior courtyard has been cut away receding the building into itself and providing additional outdoor balcony spaces which partially open to the sky.

BUILDING MASSING/HEIGHT

The building's mass and shape has developed throughout the design process. Due to the unique curvature form of the building's mass, we addressed height concerns raised by the town through a deconstruction of the building. This deconstruction gave us opportunity to address additional town comments regarding the general feel of the base of the building's mass at the plaza level as well as the roof lines.

By pronouncing the stepped levels and jogging floor heights we were able to integrate sloped rooflines which creates a more dynamic and interesting façade. The diagrams attached reflect what we have subtracted in red.



PUBLIC BENEFITS

In this submittal Tiara has included the addition of tables to better communicate the public and community benefits Tiara is proposing for this project. Please see sheets G-001 and G-002.

The boilers for supplying the proposed public benefit of snow melted sidewalks in addition to the snow melt plaza area are yet to be finalized. We are proposing the boilers for town snowmelt are located in the new trash building.

The design team has generated preliminary analysis capturing the size and piping needs for the proposed boiler so that final location can be determined. Exhibit A

In response to the comprehensive plan, Tiara has incorporated a stair connecting Mountain Village Boulevard to the plaza. The stair is an additional public benefit as it finishes the continuity of a continuous corridor from Mountain Village Boulevard to See Forever Village.

SUSTAINABILITY

The five-star flagship hotel operator requires a level of excellence exceeding expectations of even the most discerning customer. Sustainable design is at the forefront of our focus and a LEED Silver building is one of the many items that is being incorporated to meet the sustainability standards.

A complete-building energy analysis will be used to optimize envelope, HVAC, lighting, pool/spa systems, snowmelt, and renewable energy strategies, which will all be evaluated under metrics such as energy costs, energy/demand reduction, carbon impacts, and greenhouse gas reduction. This iterative, holistic analysis will help the team determine the ideal fenestration and glazing performance targets with respect to the other building systems and design elements.

CIRCULATION AND UTILITIES

A traffic study has been provided and is included as Exhibit F. The report concluded the new trash building complies with circulation requirements and the hotels deliveries as well as vehicular access to the parking garage will not impede Mountain Village Boulevard.

The design team continues to work with the public utility companies. The engineering currently incorporated reflects the invert heights for utility lines that run through the garage floor slab of level G2. An easement for the *below slab plumbing lines* will be granted for the utility company access to the stormwater or sanitary lines as/if required.

NEW TRASH FACILITY & SNOW MELT

In this submittal we have included the addition of diagrams to better communicate the public benefits we are proposing for the Project. An added benefit to the community is shown in the diagrams delineating a new trash facility and the incorporation of new snowmelt for Lot OS-3BR- 2.

The addition of snowmelt requires engineering to incorporate boilers which has not been finalized. There are two potential locations we have proposed, the first is within the new trash facility. This would be a separate boiler room with a separate entrance from the trash storage and collection area. The design of the new trash building re-orientes the dumpsters so they are perpendicular to the rear loading trash truck for improved circulation and access.

A traffic study is provided as Exhibit F for the current proposed design housing the boilers(for the snowmelt only) within the new trash building as proposed at Lot OS-3BR-2.

The engineering team has generated preliminary analysis capturing the size and piping needs for the proposed boiler so that final location can be determined. We continue to work with the town to resolve the final location and program for the trash room. An engineering letter has been provided as an attachment with the preliminary assessment. Exhibit A.

Overhead sectional garage doors are incorporated within the wood and stone building. The sectional doors were added in response to previous comments which allows quick access to the dumpsters without impeding vehicular circulation.

REFER TO SEPARATE ATTACHMENT FOR CDC VARIANCE REQUESTS

17.4.16 CDC VARIANCE REQUESTS

17.5.6.E.4 EXTERIOR WALL MATERIALS

The primary exterior wall finish in the Village Center shall be stucco with a minimum use of twenty-five percent (25%) stone and a maximum of twenty percent (20%) wood as an exterior wall material.

No stucco is incorporated into the design as required per code.

17.5.6.G.5 GLAZING

The proposed design includes spans in excess of 16 SF. The uninterrupted glazing is a key component to this project and to any five star Flagship hotel. Overall glazing has been maintained at 40% or less.

17.5.6.I.1 DECKS AND BALCONIES shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows shall be used.

We are requesting removal of the requirement to incorporate bay windows as this requirement negatively impacts the architecture. The balconies may require a variance if deemed long and continuous bands.

17.5.8.C.3 PARKING REGULATIONS

Aisle Width. The driveway and aisle width for either surface lots or parking garages shall be twenty-two feet (22').

We are requesting approval of a reduction of this requirement to 18' as needed for circulation. Fire Marshal approval has been provided.

17.5.12.C. PROHIBITED LIGHTING – LANDSCAPE LIGHTING

While the photometric plan includes tree-mounted gobo projectors and landscape bollards, these fixtures are intended to provide minimum illuminance along the walking path for safety and egress purposes. For this reason, the project is requesting a variance for the prohibited landscape lighting.

17.5.12.D. PROHIBITED LIGHTING – UP-LIGHTING

While the photometric plan does include up-lighting as accent lighting within the entryway canopy (this is interior to the Porte Cochere vehicular access), this up-lighting will not contribute to any form of light pollution, as the canopy above it will stop the light from reaching the sky. For this reason, the project Design is requesting a variance for the prohibited up- lighting.

It is of note that the above variance requests are submitted under the belief that the submitted design complies with the Lighting Regulations Purpose and Intent of the Community Development Code, Title 17 of Town of Mountain Village Municipal Code, amended August 20, 2020. Per Section 17.5.12, LIGHTING REGULATIONS, this design intends to:

“Minimize the unintended and undesirable side effects of residential exterior lighting while encouraging the intended and desirable safety and aesthetic purposes of such lighting”

- “Allow illumination that provides the minimum and safe amount of lighting that is needed for the lot on which the light sources are located”
- “Protect the privacy of neighboring residents by controlling the intensity of the light source”
- “Enhance and transform architectural and structural facades as well as outdoor spaces”

17.5.12.F. LIGHTING DESIGN REGULATIONS

2. REQUIRED EXTERIOR LIGHTING TYPE

We are requesting a variance specific application of fixture for specific fixtures where LPW efficacy is just below indicated requirements, but are on-board LED. (Not screw-base fixtures.)

7. LEVELS OF ILLUMINATION

Pedestrian walkways and stairs are via primary lighting source and are via primary lighting source. Although these exceed 2 FC max we are requesting a variance as this is applicable to safety.



PROJECT INFORMATION

PROJECT LOCATION

MOUNTAIN VILLAGE, CO

ZONING AND DESIGNATION:

ZONE DISTRICT - VILLAGE CENTER

LOT 109R2 - MAJOR PUD AMENDMENT

LOT 109R2 TELLURIDE MOUNTAIN VILLAGE ACCORDING TO THE REPLAT OF LOTS 73-76R, 109, 110, TRACT 89-A AND TRACT OS-3BR-1 RECORDED MARCH 18, 2011 IN PLAT BOOK 1 AT PAGE 4455, COUNTY OF SAN MIGUEL, STATE OF COLORADO

PROPOSED PUD AREA:

0.821 ACRES - 35,771 SQ. FT.

LOT COVERAGE COVERAGE:
(INCLUSIVE OF COVERED WALKWAYS, PATIOS & DECKS)

35,085 SF /35,771 SF x 100 = 98%

BUILDING AREA:

173,603 SF TOTAL CONDITIONED

68,121 SF PARKING & MECHANICAL - TEMPERED

241,724 SF COMBINED CONDITIONED + TEMPERED

BUILDING HEIGHTS:

MAXIMUM BUILDING HEIGHT: 88' - 9"
AVERAGE BUILDING HEIGHT: 63.61'

*ADDITIONAL HEIGHT INFORMATION CAN BE FOUND ON SHEETS A-1.11, A-1.12, A-2.02, A-2.03, A-2.04, & A-2.05

PER MOUNTAIN VILLAGE CDC SECTION 1601:

GRND SNOW LOAD: 130 lbs. MIN (standard plus elevation per SEAC Guide)
WIND SPEED: 90 MPH (3 sec wind gust)
WIND EXPOSURE: C
CLIMATE ZONE: 6B
SEISMIC DESIGN: CLASS C
FROST LINE DEPT: 48"
TERMITES: SLIGHT TO MODERATE



SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

VICINITY MAP

SHEET INDEX



SHEET NUMBER	SHEET NAME	DRB SUBMITTAL #1 04.24.2022	SPECIAL HEARING SUBMITTAL 05.19.2022	TOWN COUNCIL SUBMITTAL #1 06.07.2022	TOWN COUNCIL SUBMITTAL 08.08.2022	FINAL DRB SUBMITTAL 10.21.2022	TOWN COUNCIL SUBMITTAL 12.16.2022/01.09.2023
01 GENERAL							
G-000	COVER SHEET	X	X	X	X	X	X
G-001	PUBLIC BENEFITS DIAGRAM			X	X	X	X
G-002	PUBLIC BENEFITS DIAGRAM			X	X	X	X
G-003	UNIT PLANS					X	
02 CIVIL							
C2.1	SITE GRADING WITH GARAGE ACCESS PROFILE	X	X	X	X	X	X
C2.3	TURNING TEMPLATE EXHIBIT	X	X	X	X	X	X
C2.4	SNOWMELT DIAGRAM	X	X	X	X	X	X
C3	UTILITY PLAN	X	X	X	X	X	X
C3.1	UTILITY & STORM DRAIN PLAN					X	X
C4	CONSTRUCTION MITIGATION PLAN			X	X	X	X
C5	CONSTRUCTION MITIGATION PLAN			X	X	X	X
C6	AREA OF POTENTIAL WORK IN TOWN RIGHT-OF-WAY					X	
03 LANDSCAPE							
L1.02	EXISTING TREE PLAN & REPORT					X	X
L1.01	PLAZA LANDSCAPE PLAN			X	X	X	X
L1.02	PLAZA LANDSCAPE MATERIALS			X	X	X	X
L1.03	LANDSCAPE FLOORS 2-5					X	X
L1.04	LANDSCAPE FLOORS 6-7					X	X
L2.01	PLAZA LANDSCAPE GRADING PLAN			X	X	X	X
L2.02	SNOWMELT DIAGRAM			X	X	X	X
L2.03	PLAZA IRRIGATION PLAN			X	X	X	X
L2.04	PLAZA OUTDOOR LIGHTING DIAGRAM			X	X	X	X
L2.05	OUTDOOR LIGHTING DIAGRAM FLOORS 6-7			X	X	X	X
L4.01	PLAZA PLANTING PLAN					X	X
05 ARCHITECTURAL							
A-0.00	ARCHITECTURAL SITE PLAN	X	X	X	X	X	X
A-0.P1	PERSPECTIVE RENDERINGS	X	X	X	X	X	X
A-0.P2	PERSPECTIVE RENDERINGS					X	X
A-0.P3	PERSPECTIVE RENDERINGS					X	X
A-0.P4	PERSPECTIVE RENDERINGS					X	X
A-0.P5	PERSPECTIVE RENDERINGS					X	X
A-1.01	FLOOR PLAN - LEVEL G2 - OVERALL	X	X	X	X	X	X
A-1.02	FLOOR PLAN - LEVEL G1 PLAZA - OVERALL	X	X	X	X	X	X
A-1.03	FLOOR PLAN - LEVEL 1/G1A PARKING - OVERALL	X	X	X	X	X	X
A-1.04	FLOOR PLAN - LEVEL 1 MEZZANINE - OVERALL	X	X	X	X	X	X

SHEET NUMBER	SHEET NAME	DRB SUBMITTAL #1 04.24.2022	SPECIAL HEARING SUBMITTAL 05.19.2022	TOWN COUNCIL SUBMITTAL #1 06.07.2022	TOWN COUNCIL SUBMITTAL 08.08.2022	FINAL DRB SUBMITTAL 10.21.2022	TOWN COUNCIL SUBMITTAL 12.16.2022/01.09.2023
A-1.05	FLOOR PLAN - LEVEL 2 - OVERALL	X	X	X	X	X	X
A-1.06	FLOOR PLAN - LEVEL 3 - OVERALL	X	X	X	X	X	X
A-1.07	FLOOR PLAN - LEVEL 4 - OVERALL	X	X	X	X	X	X
A-1.08	FLOOR PLAN - LEVEL 5 - OVERALL	X	X	X	X	X	X
A-1.09	FLOOR PLAN - LEVEL 6 - OVERALL	X	X	X	X	X	X
A-1.10	FLOOR PLAN - LEVEL 7 - OVERALL	X	X	X	X	X	X
A-1.11	OVERALL ROOF & MAX HEIGHT PLAN	X	X	X	X	X	X
A-1.12	AVERAGE HEIGHT PLAN	X	X	X	X	X	X
A-2.00	EXTERIOR MATERIAL ELEVATIONS					X	X
A-2.01	EXTERIOR MATERIAL ELEVATIONS					X	X
A-2.02	NORTH & EAST ELEVATIONS	X	X	X	X	X	X
A-2.03	SOUTHEAST & WEST ELEVATIONS	X	X	X	X	X	X
A-2.04	3D MAX HEIGHT WITH EXISTING TOPO	X	X	X	X	X	X
A-2.05	3D MAX HEIGHT WITH PROPOSED TOPO	X	X	X	X	X	X
A-2.10	GARAGE UTILITY DIAGRAM			X	X	X	X
A-2.21	EXTERIOR ELEVATION SNOW MELT STUDY	X	X	X	X	X	X
A-2.22	EXTERIOR ELEVATION SNOW MELT STUDY	X	X	X	X	X	X
A-2.23	TYPICAL DETAILS, WINDOW LEGEND AND DOOR SCHEDULE	X	X	X	X	X	X
A-2.24	TYPICAL DETAILS						X
A-3.00	BUILDING SECTION		X	X	X	X	X
A-111	TRASH ENCLOSURE FLOOR PLANS & ELEVATIONS			X	X	X	X
06 ELECTRICAL							
E.100	LIGHTING SITE PLAN					X	X
E.101	PHOTOMETRIC SITE PLAN					X	X
E.102	POOL DECK & BALCONY PHOTOMETRIC					X	X
E.200	PHOTOMETRIC SCHEDULES					X	X
E.201	PHOTOMETRIC CUTSHEETS					X	X
E.202	PHOTOMETRIC CUTSHEETS					X	X

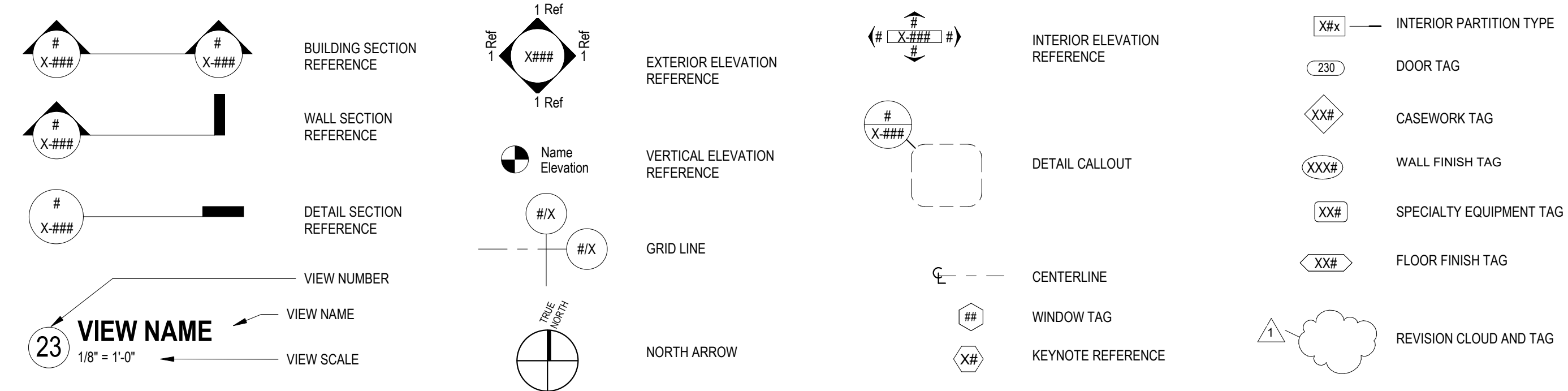
SCOPE OF WORK

THE PROPOSED CONCEPT DESIGN IS COMPRISED OF HOTEL WITH EMPLOYEE HOUSING, APARTMENTS, AND CONDOS. THE COMMERCIAL SPACE INCLUDES RETAIL SPACES, RESTAURANTS, BAR, SPA, WEDDING VENUE, MEETING SPACE, AND POOL DECK.

PROJECT TEAM

<p>OWNER</p> <p>TIARA TELLURIDE 450 S OLD DIXIE HWY JUPITER, FL 33458</p>	<p>ARCHITECT</p> <p>VAULT DESIGN, LLC 520 W FIR WAY LOUISVILLE CO 80027</p>	<p>CIVIL ENGINEER</p> <p>UPCOMPAHGRE ENGINEERING, LLC P.O. BOX 3945 TELLURIDE, CO 81435</p>	<p>LANDSCAPE ARCHITECT</p> <p>MARPA LANDSCAPE ARCHITECTURE 1539 PEARL ST BOULDER, CO 80302</p>	<p>STRUCTURAL ENGINEER</p> <p>ANCHOR ENGINEERING 2535 17TH ST DENVER, CO 80211</p>	<p>MECHANICAL/PLUMBING ENGINEER</p> <p>MCGRATH INCORPORATED 5353 W DARTMOUTH AVE SUITE 506 DENVER, CO 80227</p>
<p>ELECTRICAL ENGINEER</p> <p>AE DESIGN 1900 WAZEE ST, #205 DENVER, CO 80202</p>	<p>LIGHTING DESIGNER</p> <p>G2J DESIGN NEW YORK 2287 JOHNSON AVE SUITE #15 H RIVERDALE, NY 10463</p>	<p>INTERIORS</p> <p>ROSE INK WORKSHOP 5 WHITE ST, 4B NEW YORK, NY 10013</p>	<p>LEED & ENERGY MODELER</p> <p>INTERTEK 1795 DOGWOOD ST., SUITE 200 LOUISVILLE, CO 80027</p>	<p>BUILDING ENVELOPE</p> <p>ARCHITECTURAL CONSULTING & FORENSICS, PLLC 4739 N LUNE AVE CHICAGO, IL 60630</p>	

DRAWING SYMBOLS



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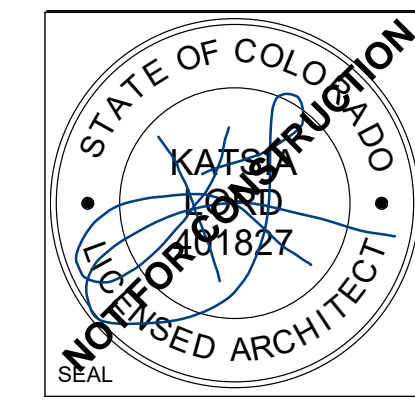
LOT 109R MAJOR PUD AMENDMENT
SPECIAL HEARING SUBMITTAL
05.19.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
06.07.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL CONTINUANCE SUBMITTAL
08.08.2022

LOT 109R PUD AMENDMENT FINAL
DRB SUBMITTAL 10.21.2022

LOT 109R PUD AMENDMENT TOWN
COUNCIL SUBMITTAL
12.16.2022



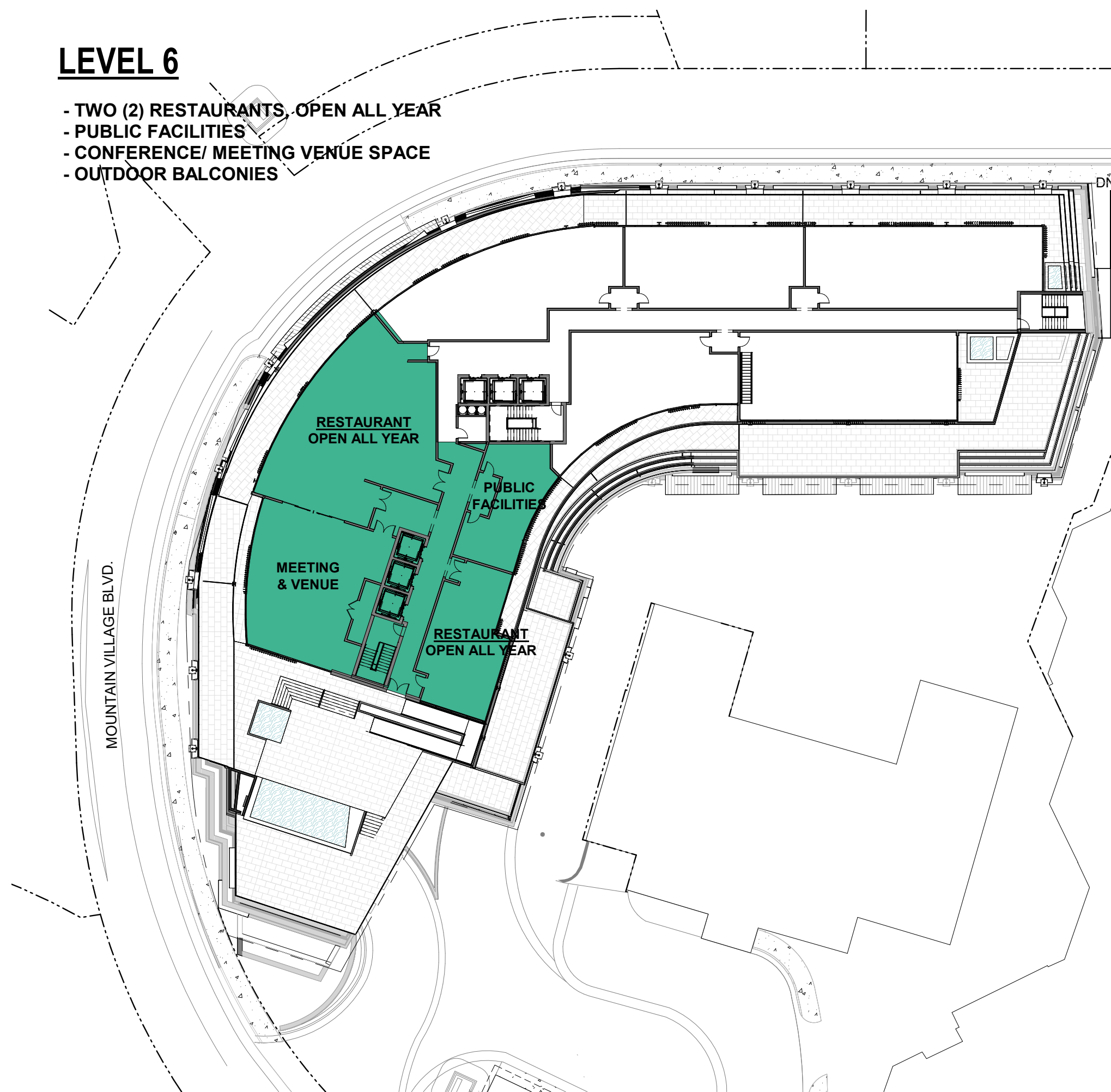
Project Number
JOB NO.

COVER SHEET

G-000

LEVEL 6

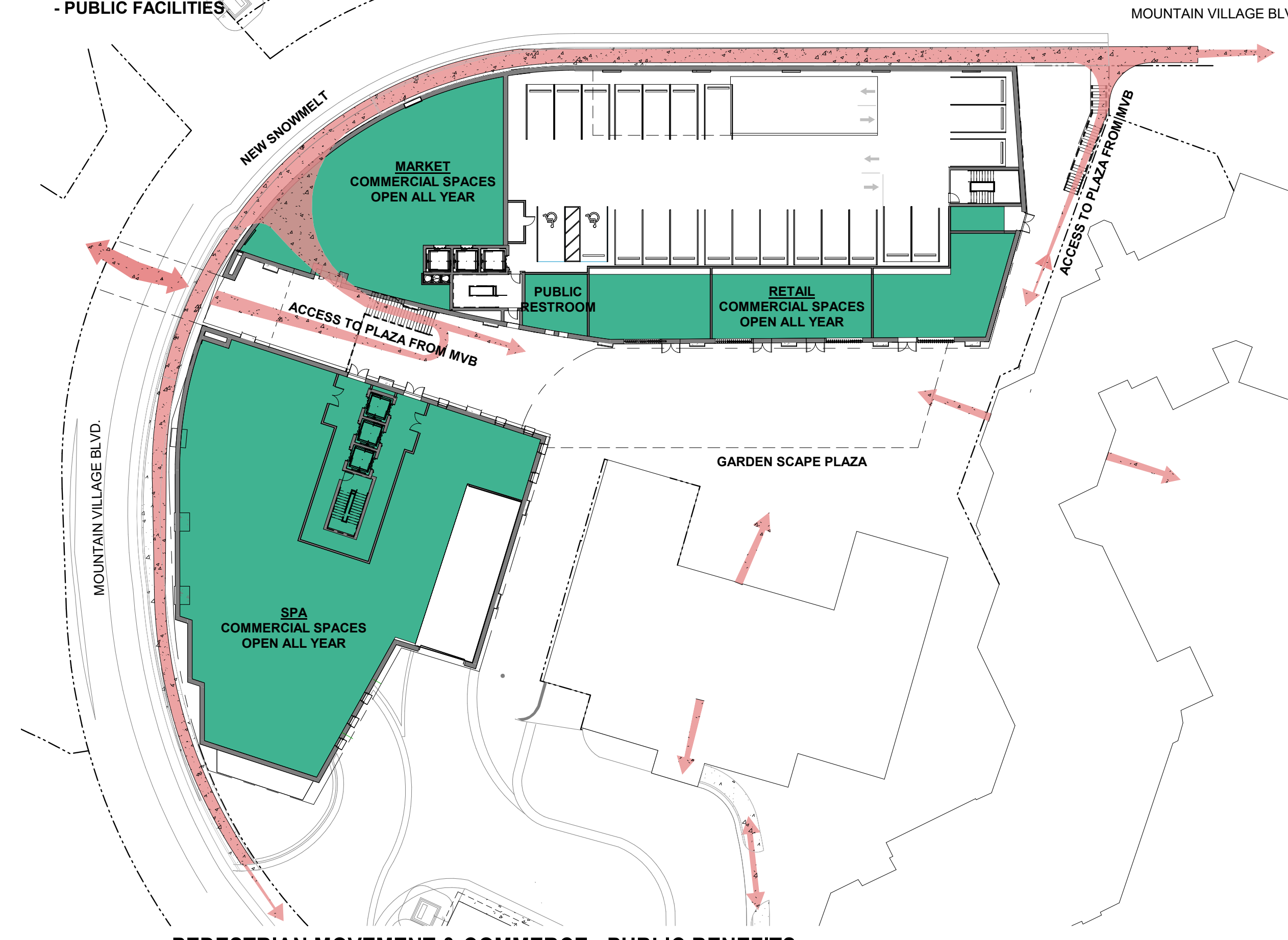
- TWO (2) RESTAURANTS, OPEN ALL YEAR
- PUBLIC FACILITIES
- CONFERENCE/ MEETING VENUE SPACE
- OUTDOOR BALCONIES



3. LEVEL 6 PUBLIC SPACES - PUBLIC BENEFITS
1/32" = 1'-0"

PLAZA LEVEL & MVB

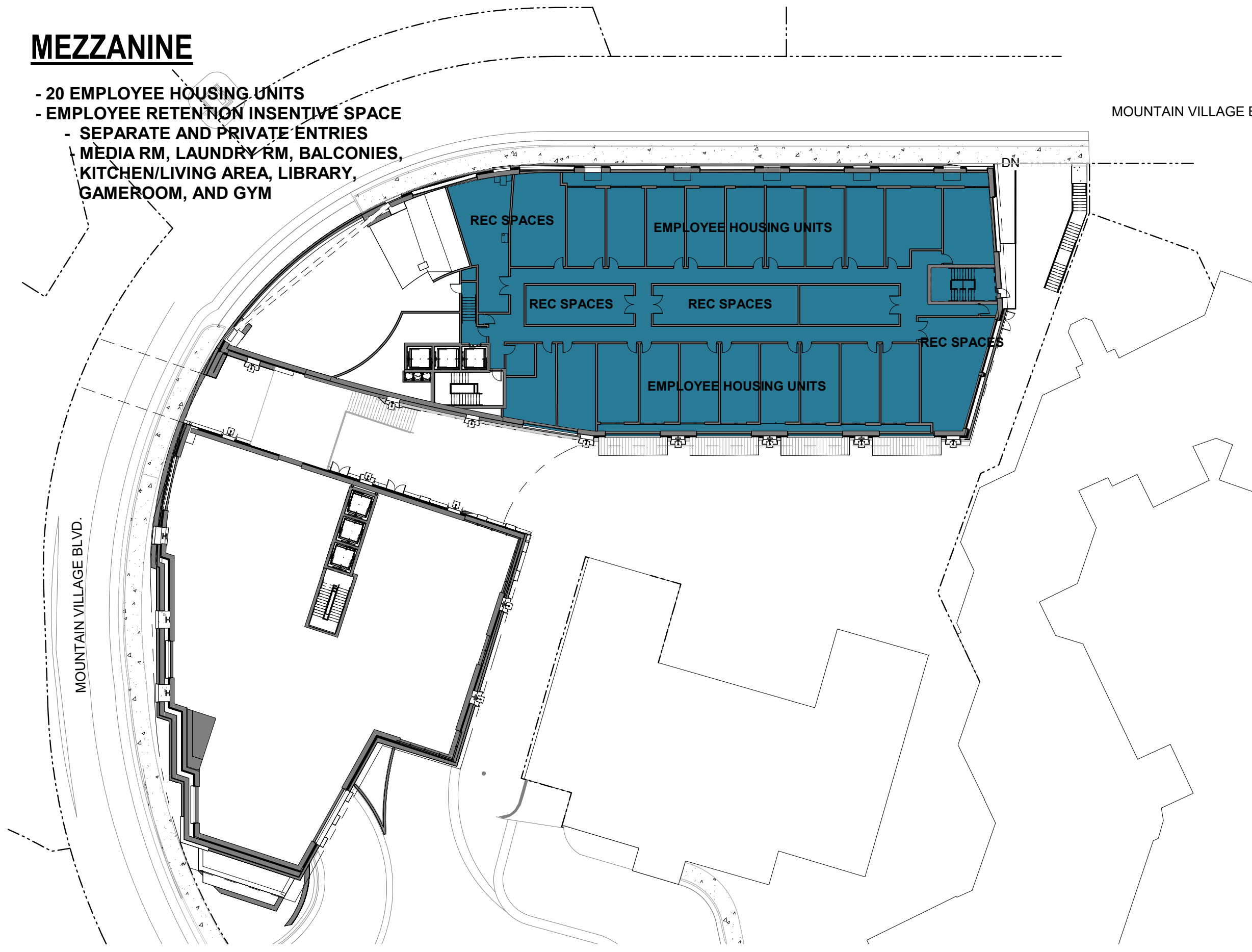
- ACCESS FROM STREET (MVB) TO PLAZA
- COMMERCIAL SPACES OPEN ALL YEAR
- PUBLIC FACILITIES



4. PEDESTRIAN MOVEMENT & COMMERCE - PUBLIC BENEFITS
1/32" = 1'-0"

MEZZANINE

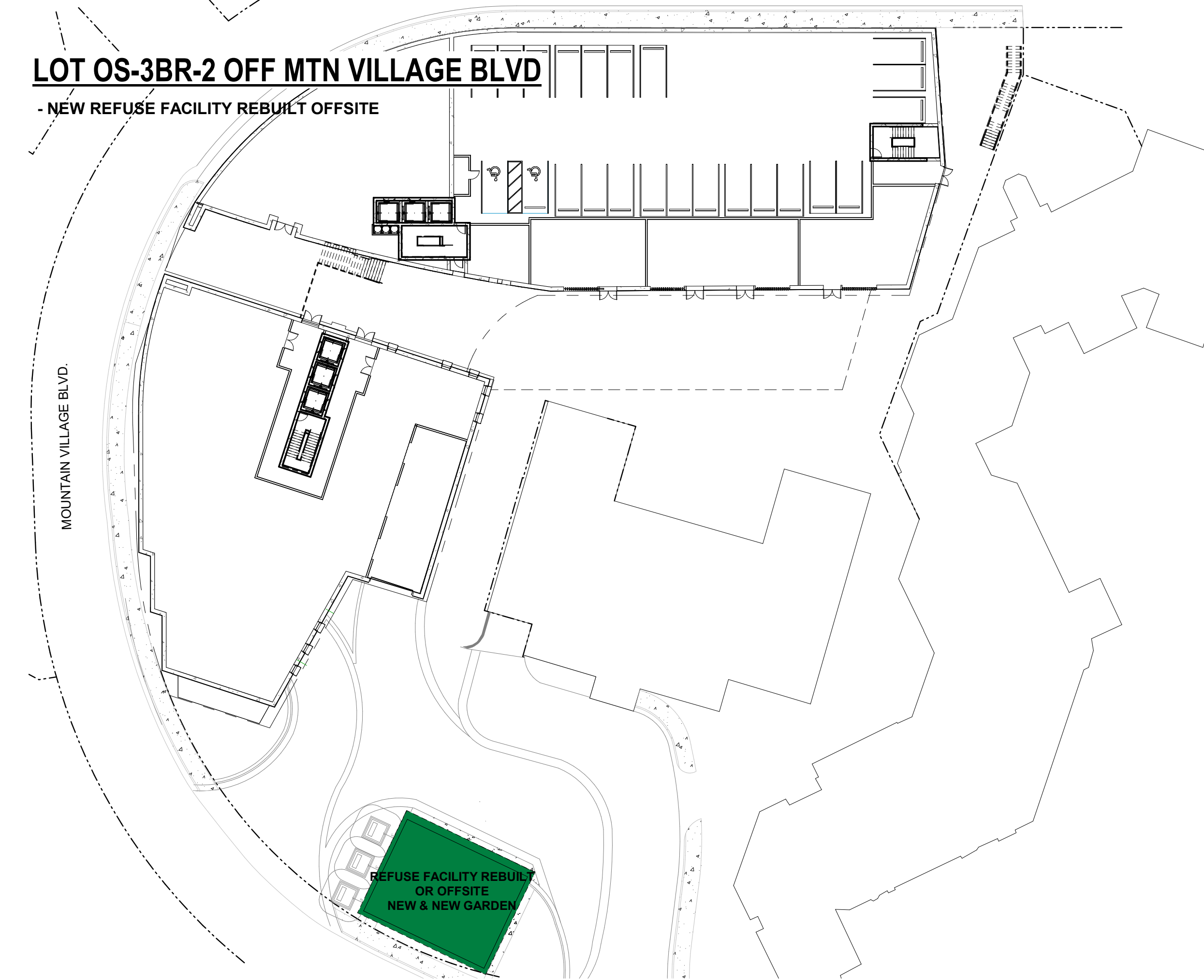
- 20 EMPLOYEE HOUSING UNITS
- EMPLOYEE RETENTION INCENTIVE SPACE
- SEPARATE AND PRIVATE ENTRIES
- MEDIA RM, LAUNDRY RM, BALCONIES, KITCHEN/LIVING AREA, LIBRARY, GAMEROOM, AND GYM



1. EMPLOYEE HOUSING - PUBLIC BENEFITS
1/32" = 1'-0"

LOT OS-3BR-2 OFF MTN VILLAGE BLVD

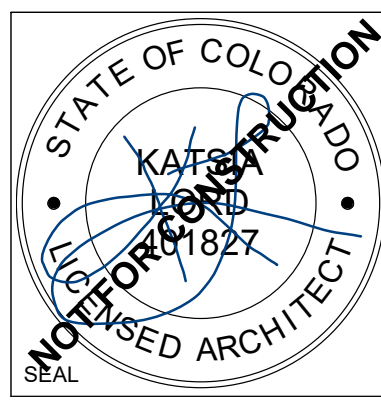
- NEW REFUSE FACILITY REBUILT OFFSITE



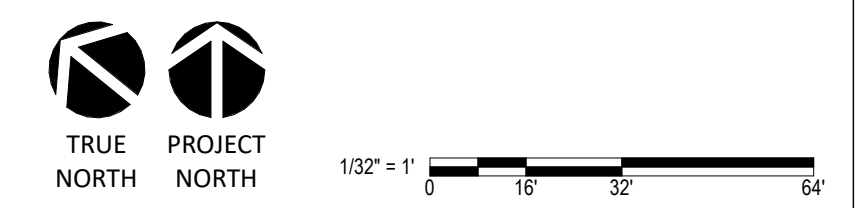
2. TRASH ENCLOSURE DIAGRAM
1/32" = 1'-0"

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- LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022
- LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022



PUBLIC BENEFITS DIAGRAM



G2 - PARKING

- 11 EV CAPABLE
- 4 EV READY
- 3 EV INSTALLED



3 DEDICATED EV TOWN PARKING - PUBLIC BENEFITS

1/32" = 1'-0"

PLAZA LEVEL & MVB

- NEW SNOW MELT SIDEWALKS
- NEW SNOW MELT DRIVEWAY



1 PUBLIC SNOWMELT DIAGRAM

1/32" = 1'-0"

G2 - PARKING

- TWENTY TWO (22) DEDICATED TOWN PARKING SPACES



2 DEDICATED TOWN PARKING - PUBLIC BENEFITS

1/32" = 1'-0"



1/32" = 1' 0 16 32 64

VAULT DESIGN GROUP

VAULT DESIGN, LLC
520 W FIR WAY
LOUISVILLE, CO 80027

Uncompahgre
Engineering, LLC

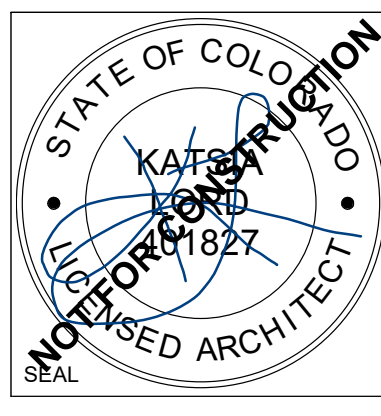
MARPA

AE DESIGN
Integrated Lighting and Electrical Solutions
1980 W. Main Street, Suite 1000 • Denver, CO 80202 • 303.733.8554
www.aedesign.com

SIX SENSES HOTEL
LOT 109R MOUNTAIN VILLAGE, CO

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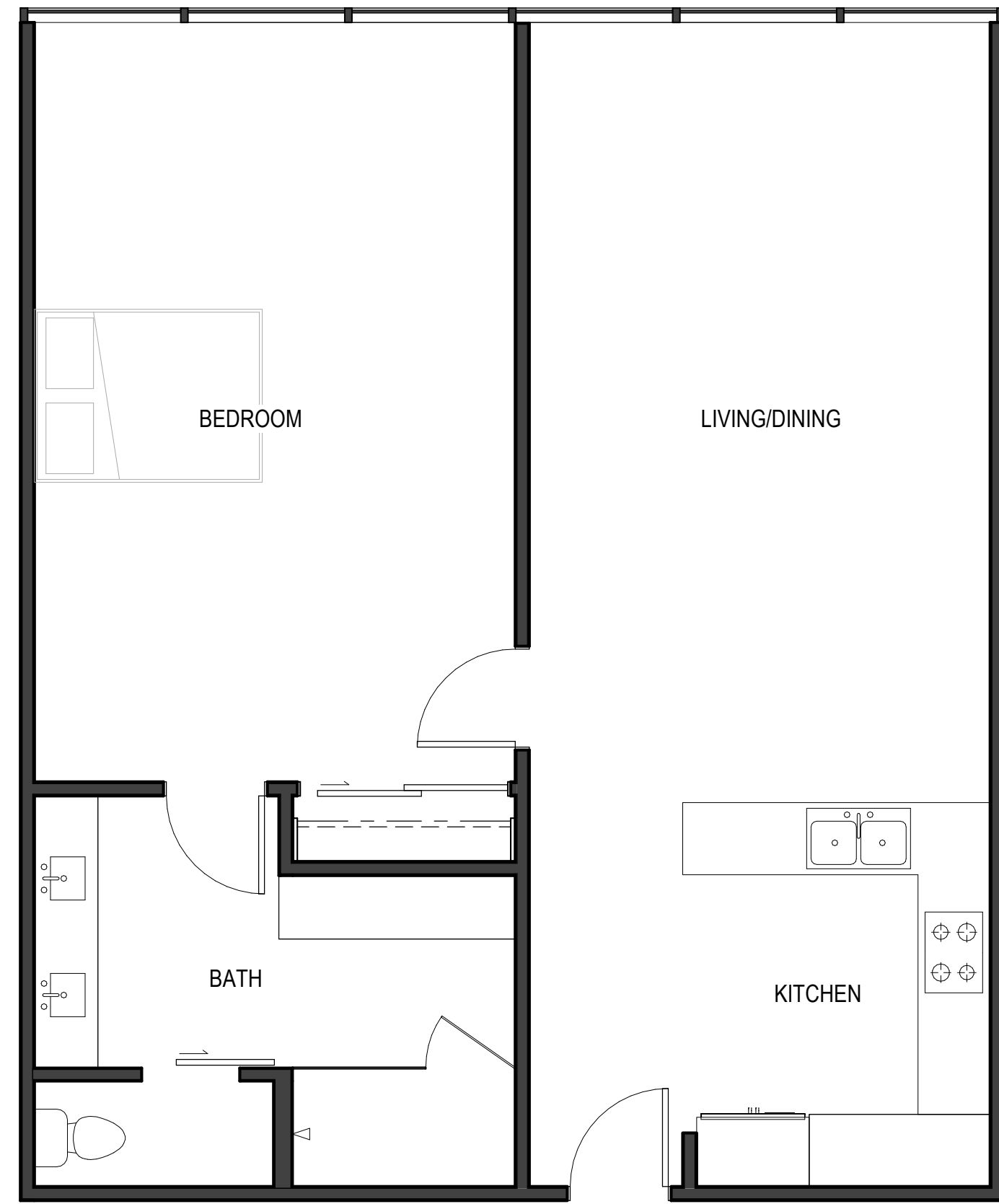
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12.16.2022



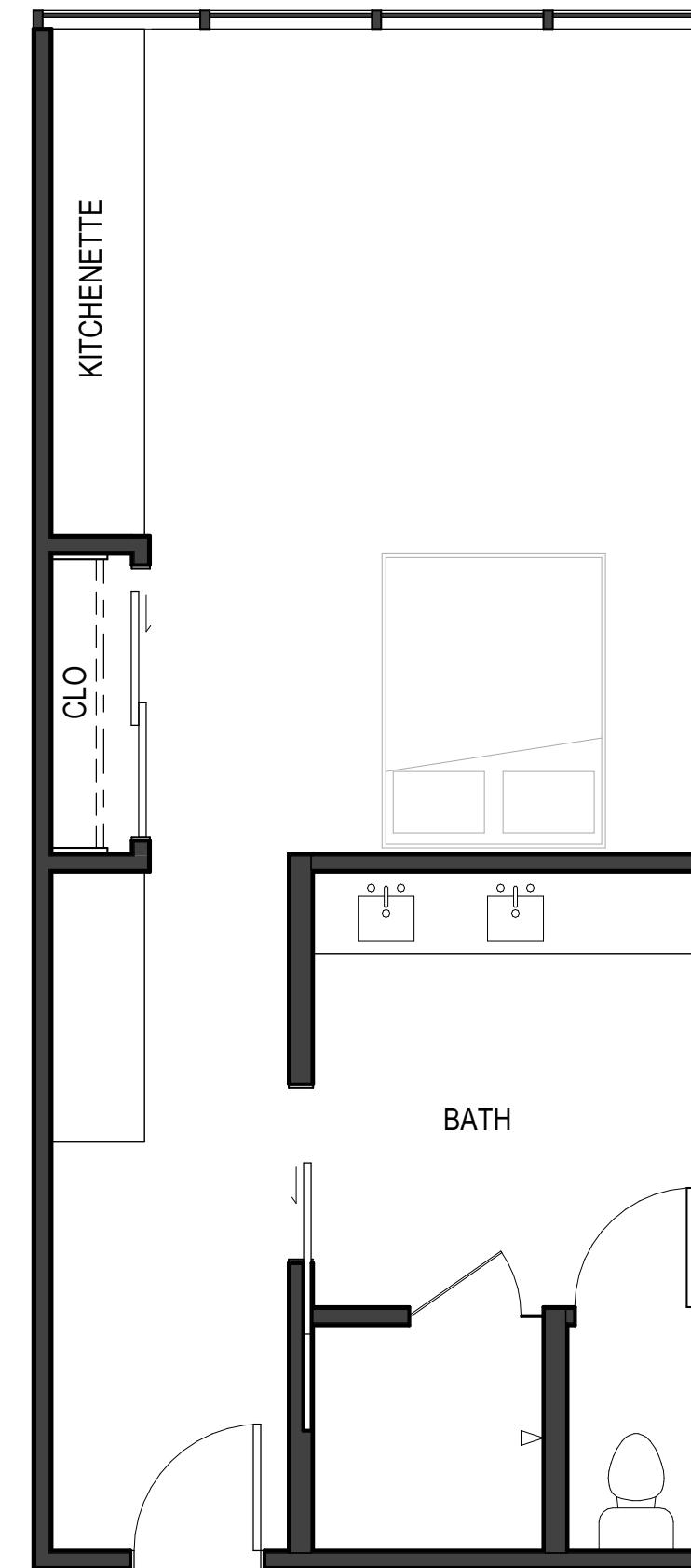
PUBLIC BENEFITS
DIAGRAM

G-002

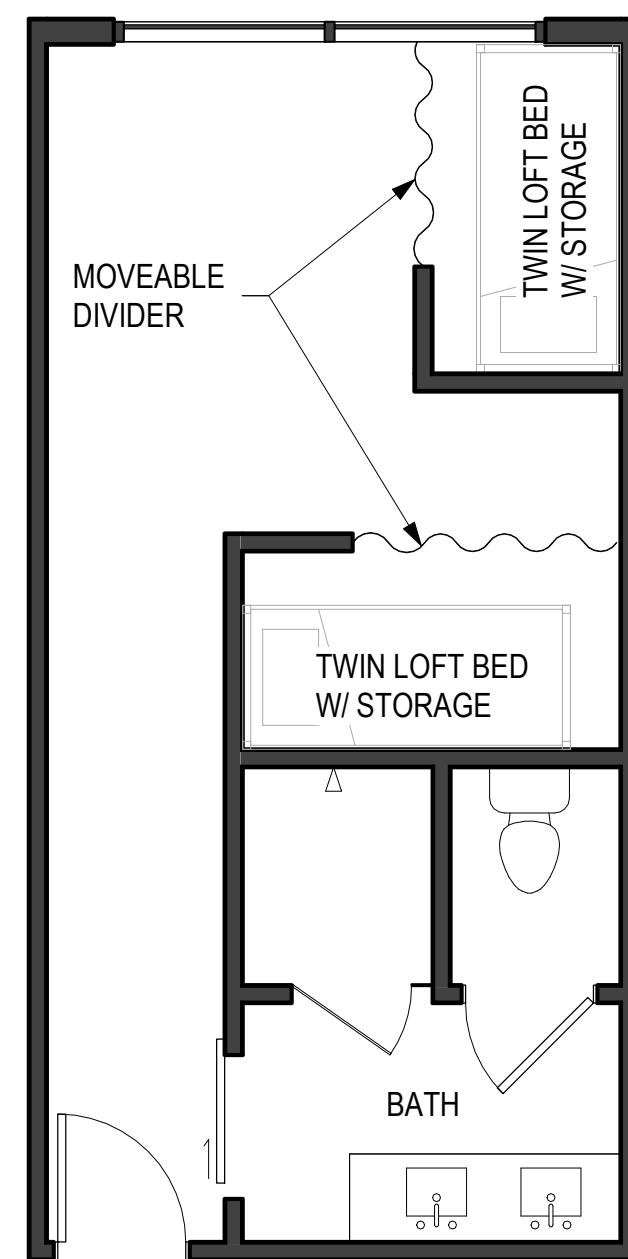
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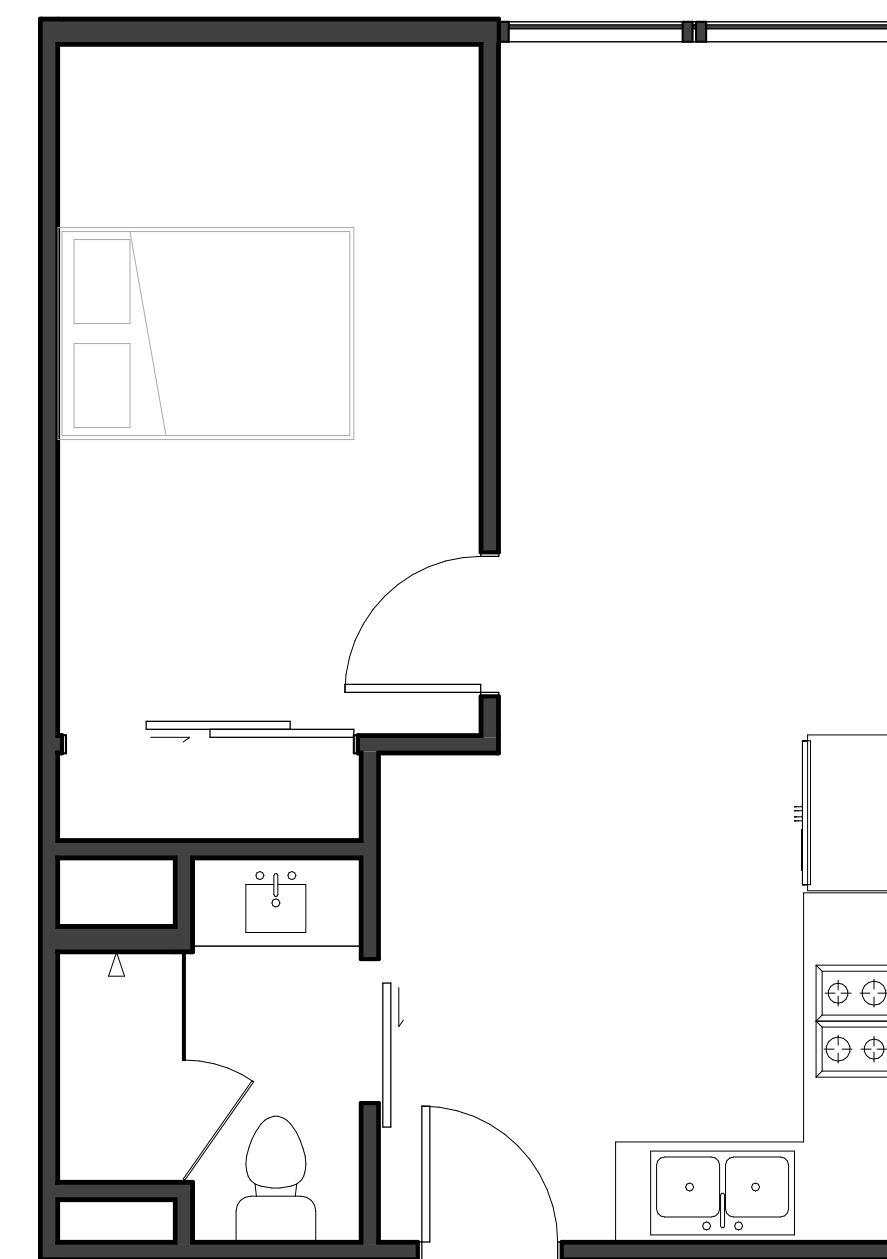
LODGE DIAGRAMMATIC ONLY
DESIGN TBD



EFFICIENCY LODGE
DIAGRAMMATIC ONLY
DESIGN TBD



EMPLOYEE DORM
DIAGRAMMATIC
ONLY
DESIGN TBD



EMPLOYEE APT.
DIAGRAMMATIC ONLY
DESIGN TBD

NOTE:
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ONLY FOR POTENTIAL DESIGN
YET TO BE DETERMINED



Uncompahgre
Engineering, LLC



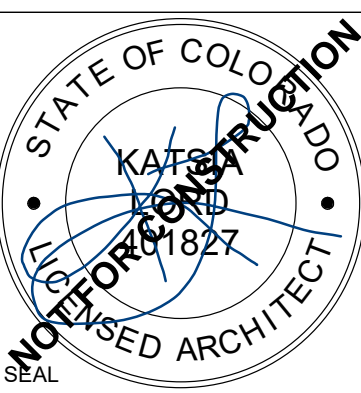
AE DESIGN
Integrated Lighting and Electrical Solutions
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SIX SENSES HOTEL
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12.16.2022

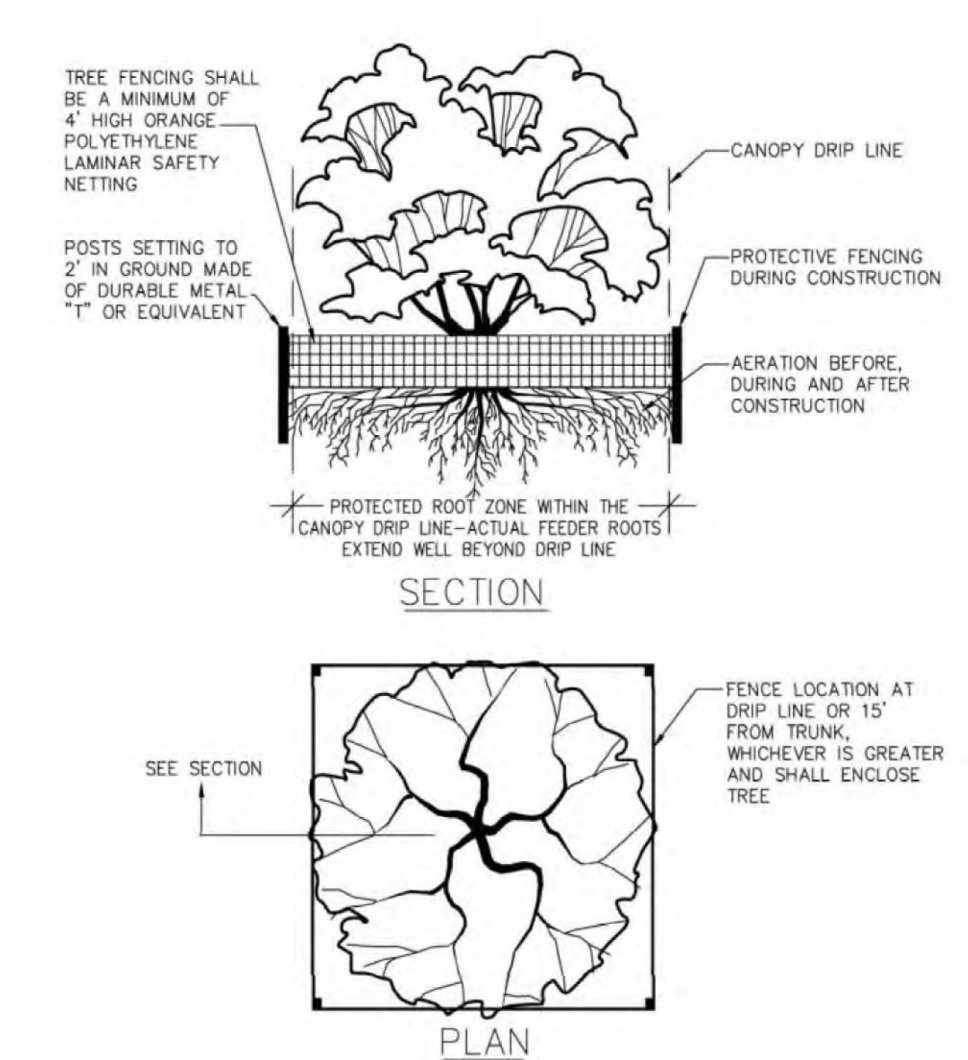


DIAGRAMMATIC
UNIT PLANS

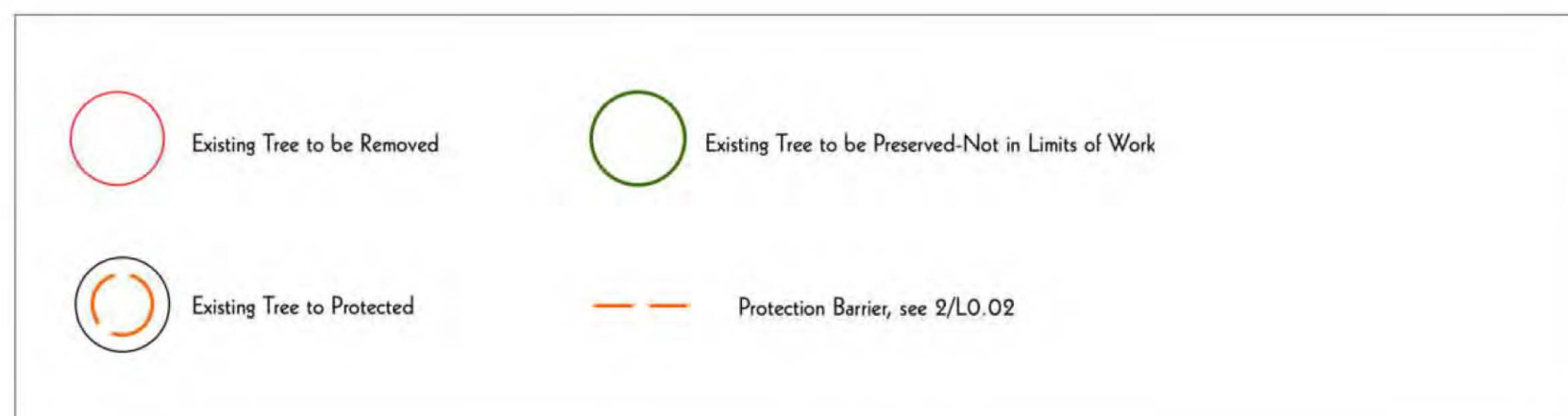
G003

EXISTING TREE REPORT

ID	COMMON NAME	BOTANICAL NAME	AVERAGE SPREAD	HEIGHT	HEIGHT FIRST BRANCH	DBH	NO. OF STEMS	CONDITION	SIGNIFICANCE	ACTION	DATE ASSESSED	NOTES
E01	Colorado Spruce	Picea pungens	10'0"	15'0"	3'6"	4"	1	Not Set	Not Set	Retain		
E02	Colorado Spruce	Picea pungens	10'0"	15'0"	3'6"	4"	1	Not Set	Not Set	Retain		
E03	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		
E04	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		
E05	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		
E06	Quaking Aspen	Populus tremuloides	5'0"	15'0"	7'0"	4"	1	Not Set	Not Set	Retain		



- TREE PROTECTION BARRIER NOTES**
- 1) Tree protection fencing shall be a minimum of 4' high orange polyethylene laminar safety netting, or equivalent.
 - 2) Tree protection barrier posts shall be made of durable metal ("t-posts"), or equivalent, and shall be installed at a minimum depth of 2' below grade.
 - 4) Existing trees with root zones in close proximity to new construction shall be protected to the maximum possible extent to avoid soil compaction, given the proximity of construction.
 - 5) Tree protection barrier to be approved by Landscape Architect prior to construction.
 - 6) Trees marked to be removed are to be approved by Landscape Architect prior to removal.
 - 7) No roots 2" or larger in diameter shall be cut.
 - 8) Lower branches on evergreens selected for preservation/transplanting need to be lift pruned or "limb-up" to reduce fuel load and "fire ladder" potential.



Vault Design Group
 VULT DESIGN LLC
 520 W FIFTH WAY
 LOUISVILLE, CO 80027

Uncompahgre Engineering, LLC

MARPA
 landscape architecture + construction

AE DESIGN
 Integrated Lighting and Electrical Solutions
 1000 Riverside Drive, Suite 1000, Denver, CO 80202 | 303.733.3033
 Project #1

SIX SENSES HOTEL
 LOT 109R
 MOUNTAIN VILLAGE, CO

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- LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022
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SEAL

JOB NO.

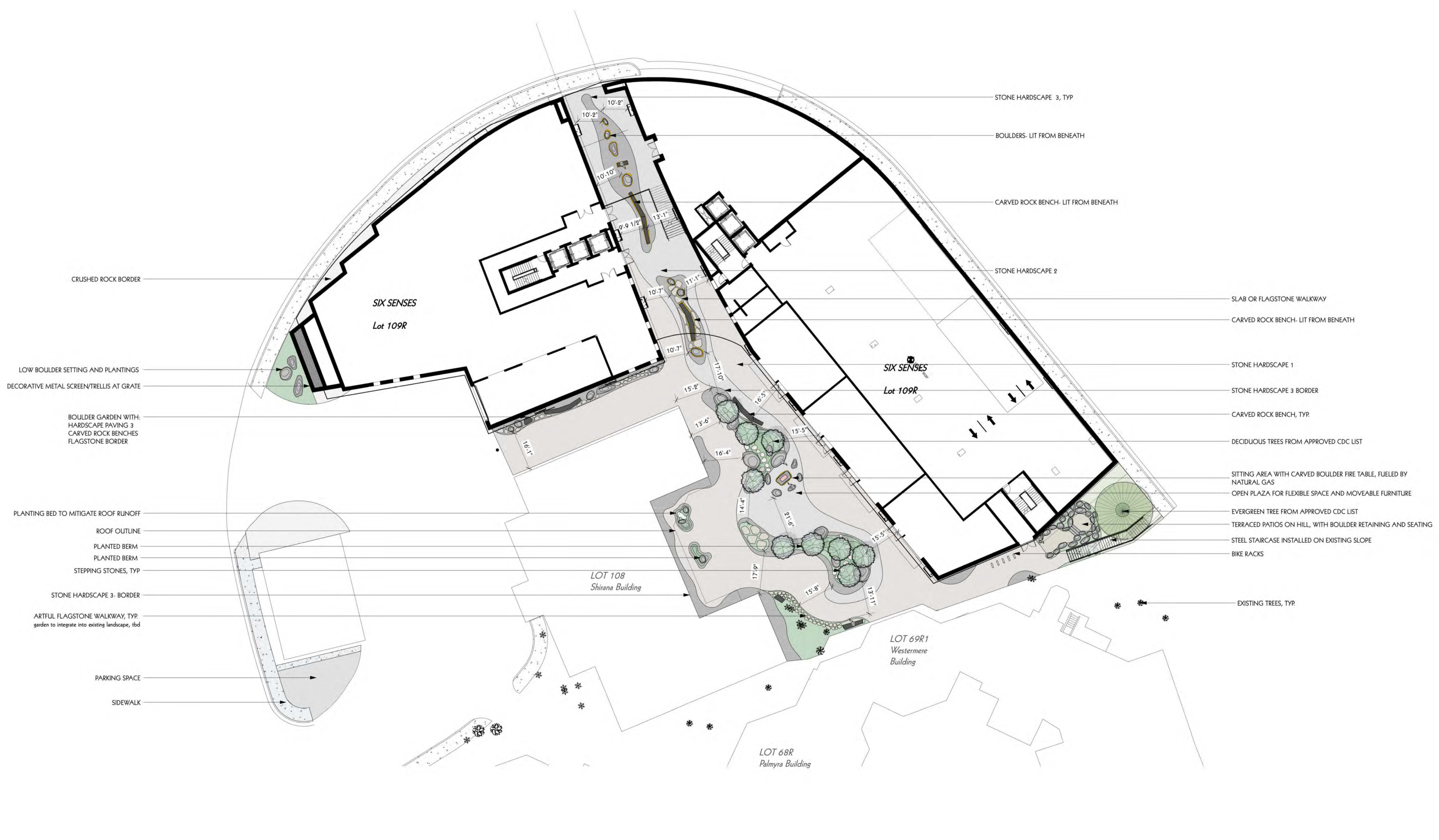
Existing Tree Plan & Report

L0.02

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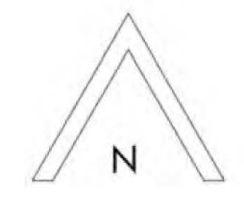
1 LANDSCAPE PLAN
 Scale: 1" = 20'-0"



NOTE
 PUBLIC PROPERTY PLAZA TO RETAIN 13'-8" MIN DRIVEABLE CIRCULATION
 PRIVATE PROPERTY PLAZA TO RETAIN 10' MIN DRIVEABLE CIRCULATION

LEGEND

- HARDSCAPE 1
- HARDSCAPE 2
- HARDSCAPE 3
- ROCK SLAB
- FLAGSTONE
- BOULDER
- STEPPING STONE
- PLANTING BED/MULCH
- NATIVE SEED
- EXISTING TREES
- FIRE PIT
- PROPERTY LINE
- PLANTER
- CARVED STONE BENCH
- CRUSHED ROCK
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE



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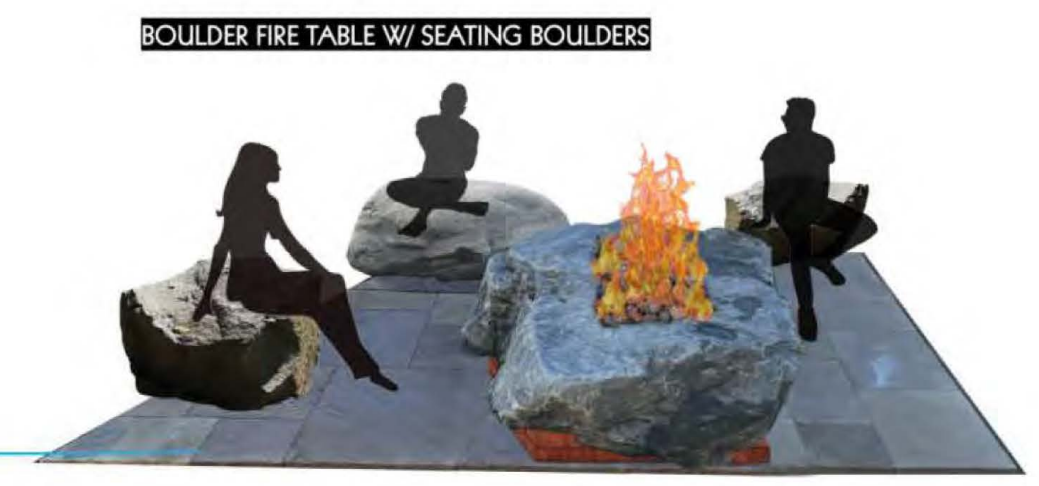
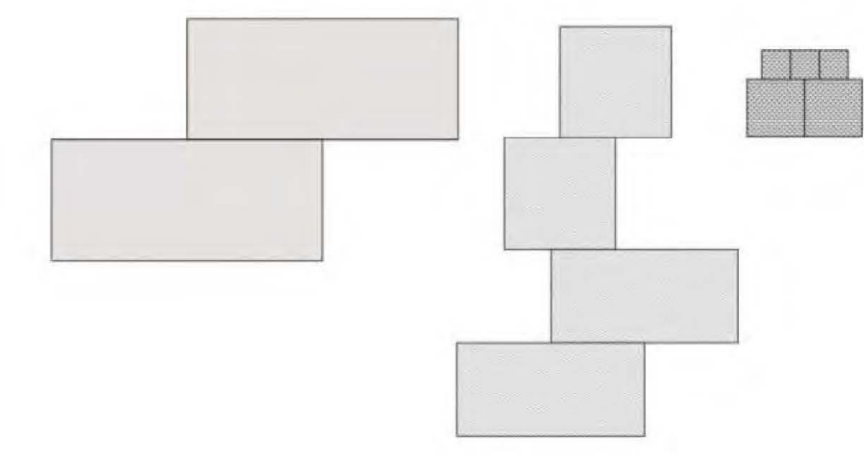
SEAL
JOB NO.

Plaza Landscape
Materials

L1.02

HARDSCAPE PAVERS. *final paver type and dimensions to be determined

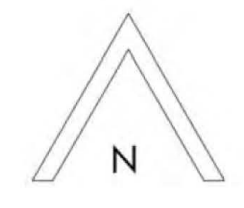
PAVER 1, TBD: Dimensionally Cut Rectangular Stone. Running Bond	PAVER 2, TBD: Dimensionally Cut Stone. Random Running Bond	PAVER 3, TBD: Pavers with Rough Face. Random Bond
--	---	---



1 **LANDSCAPE MATERIALS**
Scale: 1" = 20'-0"



- LEGEND**
- | | | | | | | | | |
|----------------|-------------|---------------|-----------|--------------------|---------------------|----------------|--------------------|-------------|
| HARDSCAPE 1 | HARDSCAPE 2 | HARDSCAPE 3 | ROCK SLAB | FLAGSTONE | BOULDER | STEPPING STONE | PLANTING BED/MULCH | NATIVE SEED |
| EXISTING TREES | FIRE PIT | PROPERTY LINE | PLANTER | CARVED STONE BENCH | GRAVEL/CRUSHED ROCK | | | |





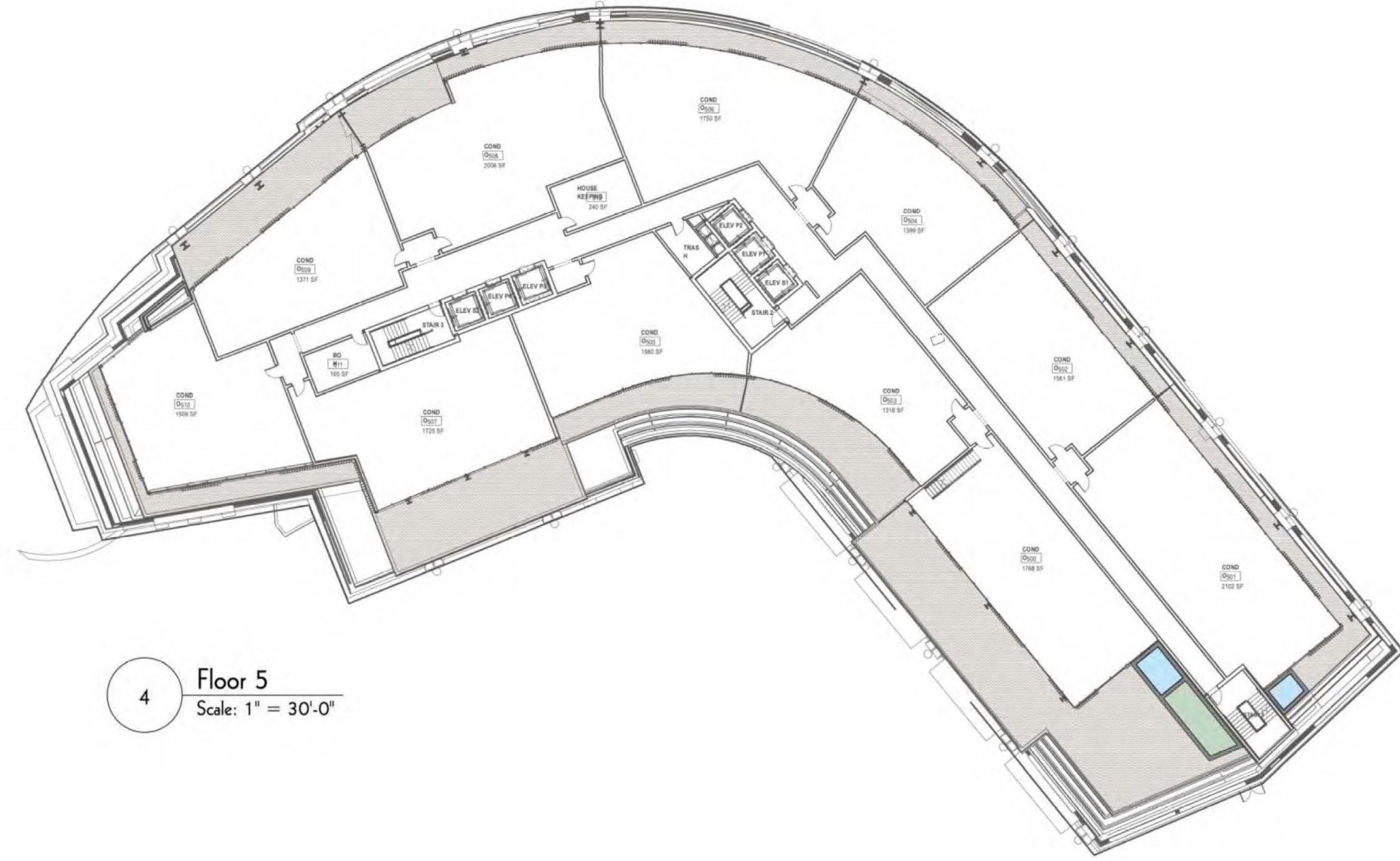
3 Floor 4
Scale: 1" = 30'-0"



2 Floor 3
Scale: 1" = 30'-0"



1 Floor 2
Scale: 1" = 30'-0"



4 Floor 5
Scale: 1" = 30'-0"



PAVERS WITH SNOW MELT



SPA WITH STONE VENEER



PLANTER WITH STONE VENEER. TO HAVE DRIP IRRIGATION to be planted with annuals or with perennials chosen from the approved Mountain Village plant list

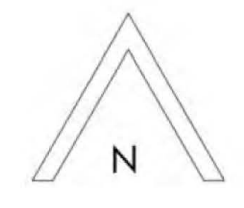


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- LOT 109R MAJOR PUD AMENDMENT SPECIAL HEARING SUBMITTAL 05.19.2022
- LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 06.07.2022
- LOT 109R PUD AMENDMENT TOWN COUNCIL CONTINUANCE SUBMITTAL 08.08.2022
- LOT 109R PUD AMENDMENT FINAL DRB SUBMITTAL 10.21.2022
- LOT 109R PUD AMENDMENT TOWN COUNCIL SUBMITTAL 12.16.2022

SEAL

JOB NO.



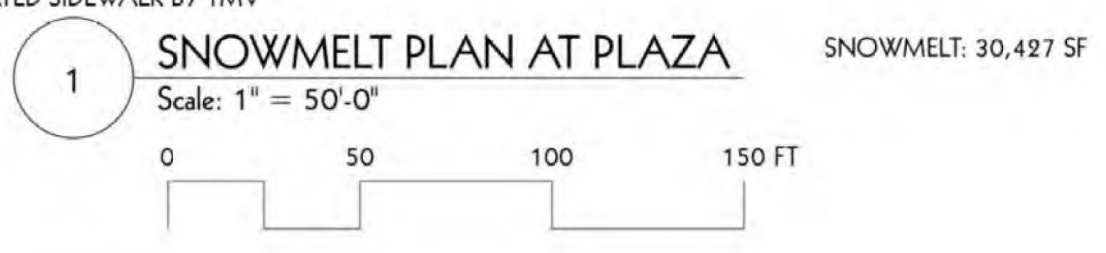
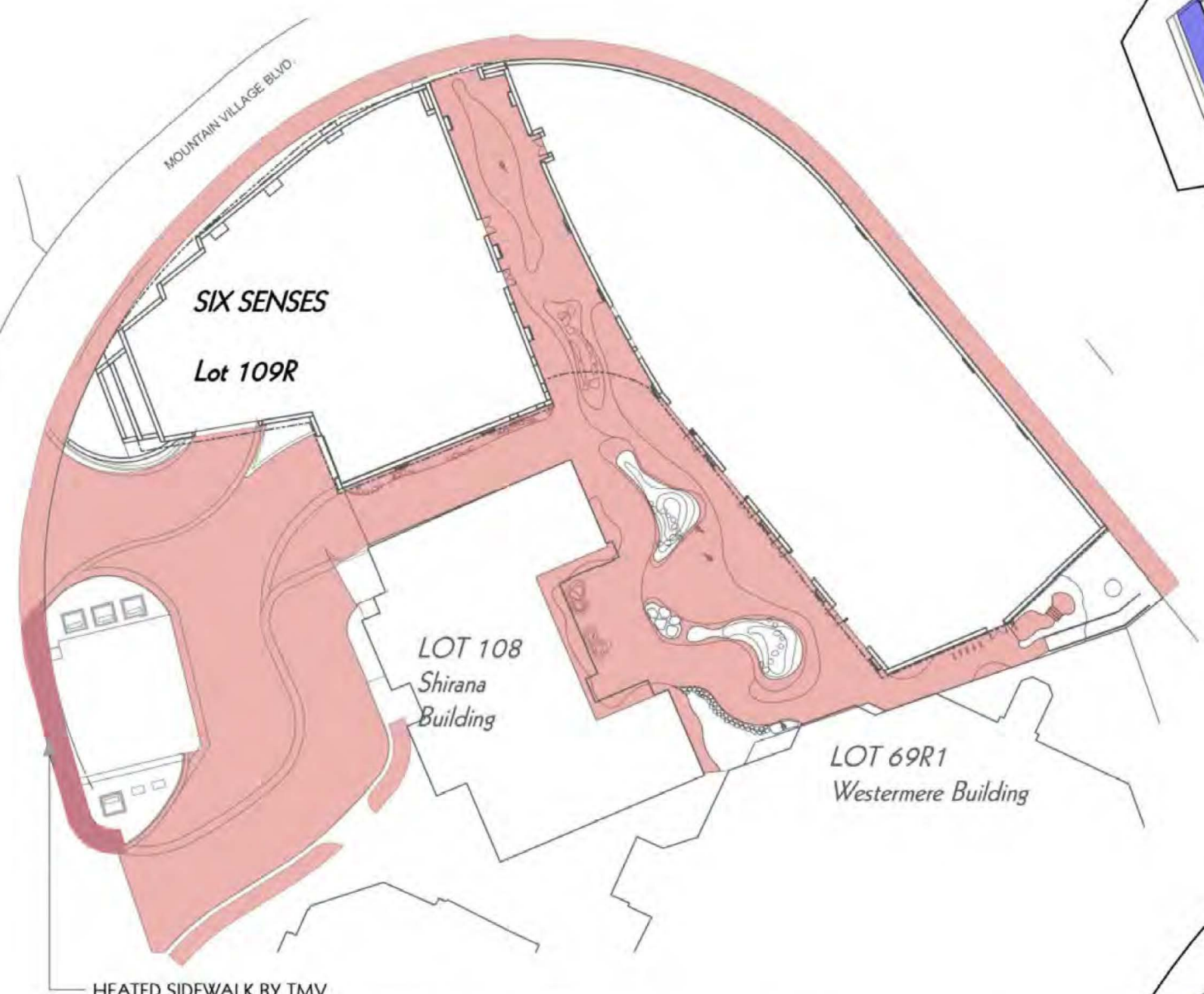
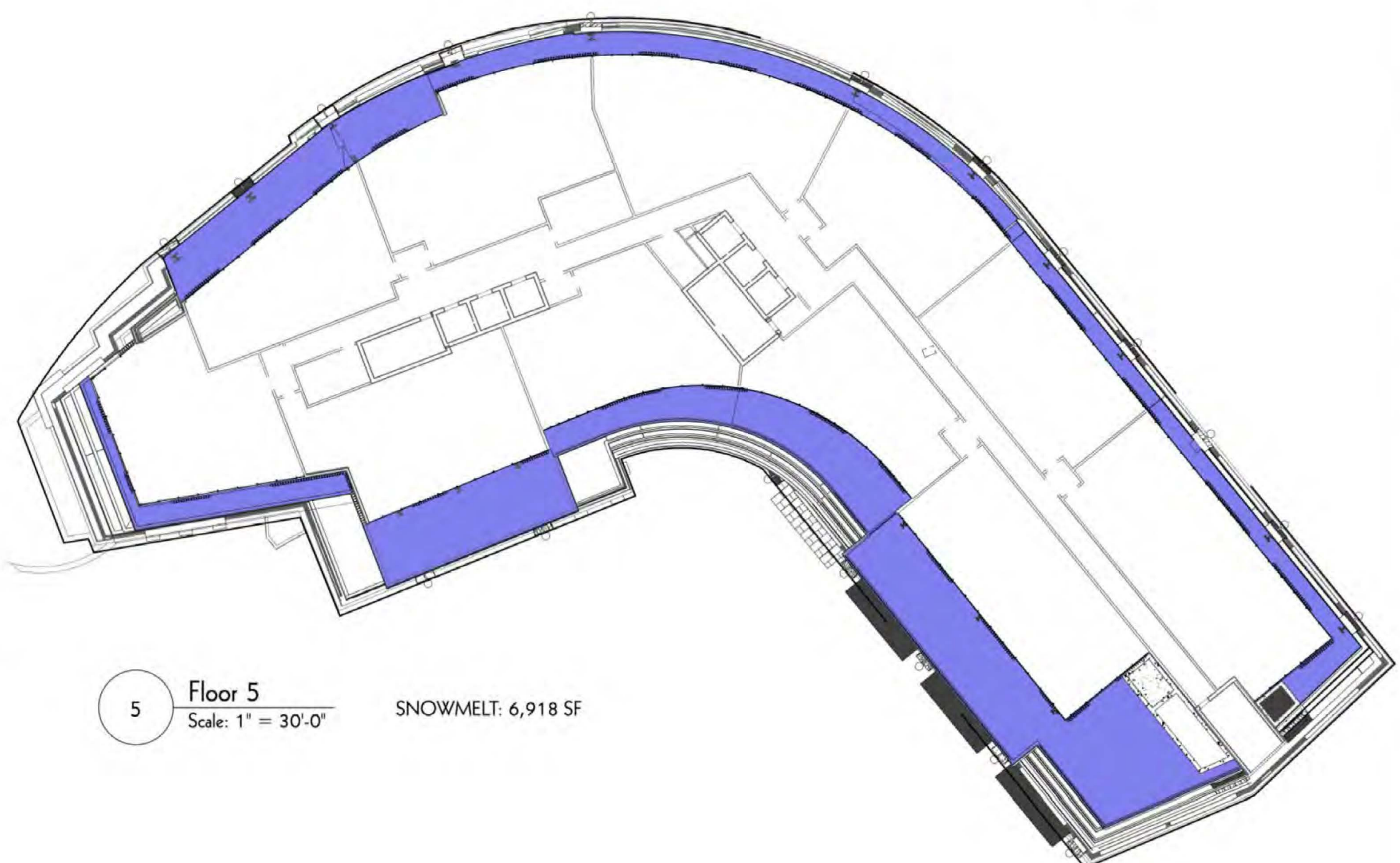
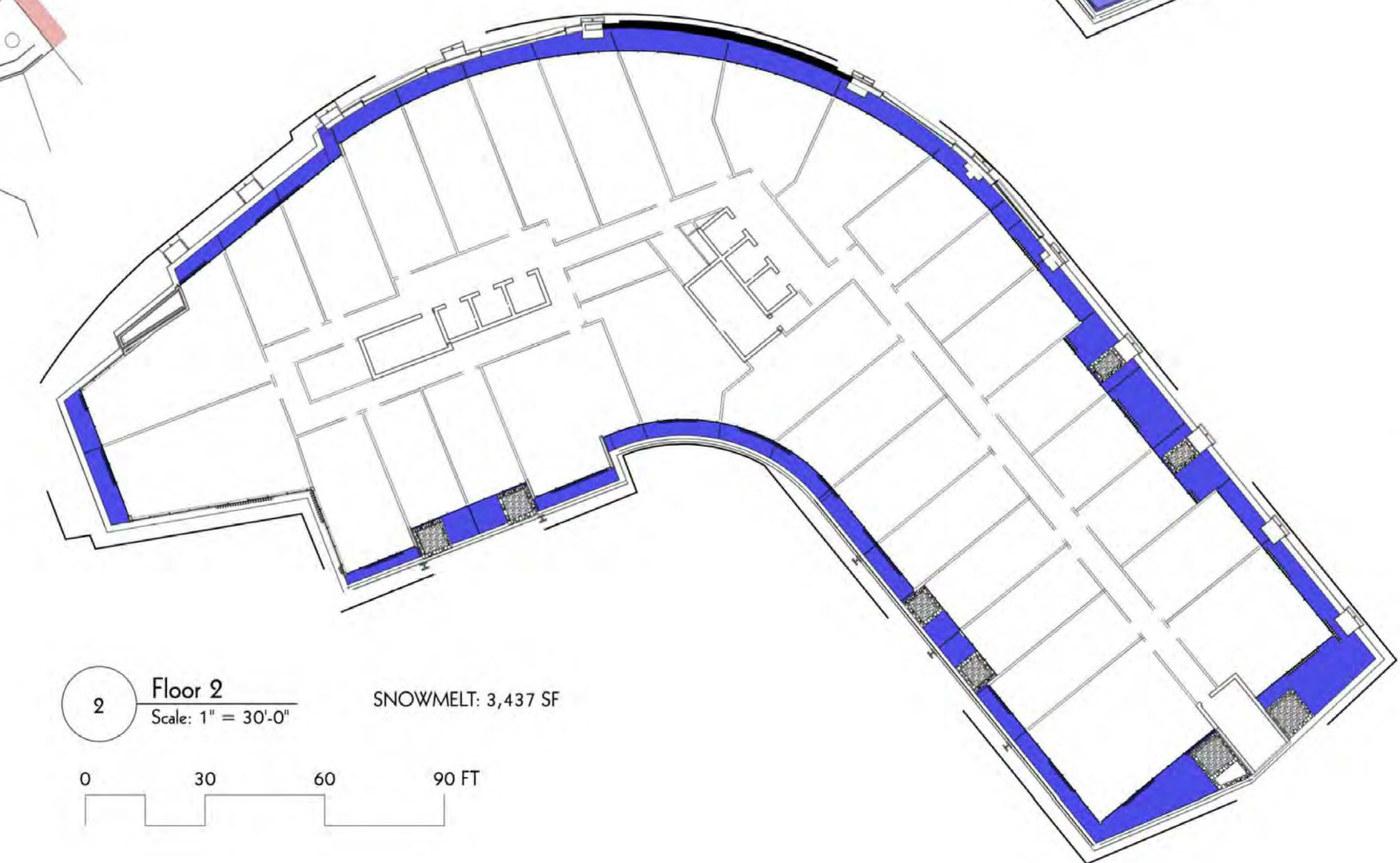
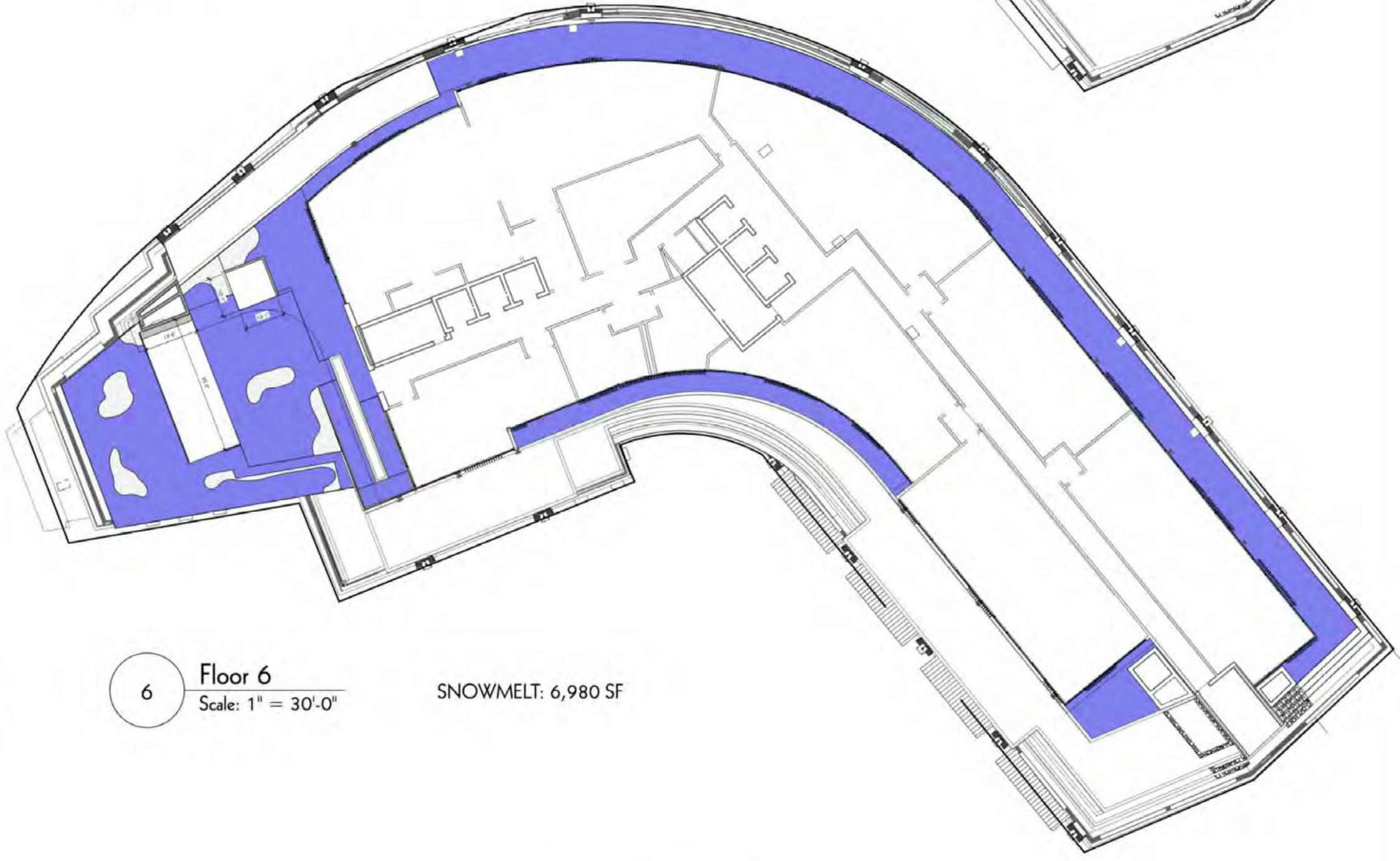
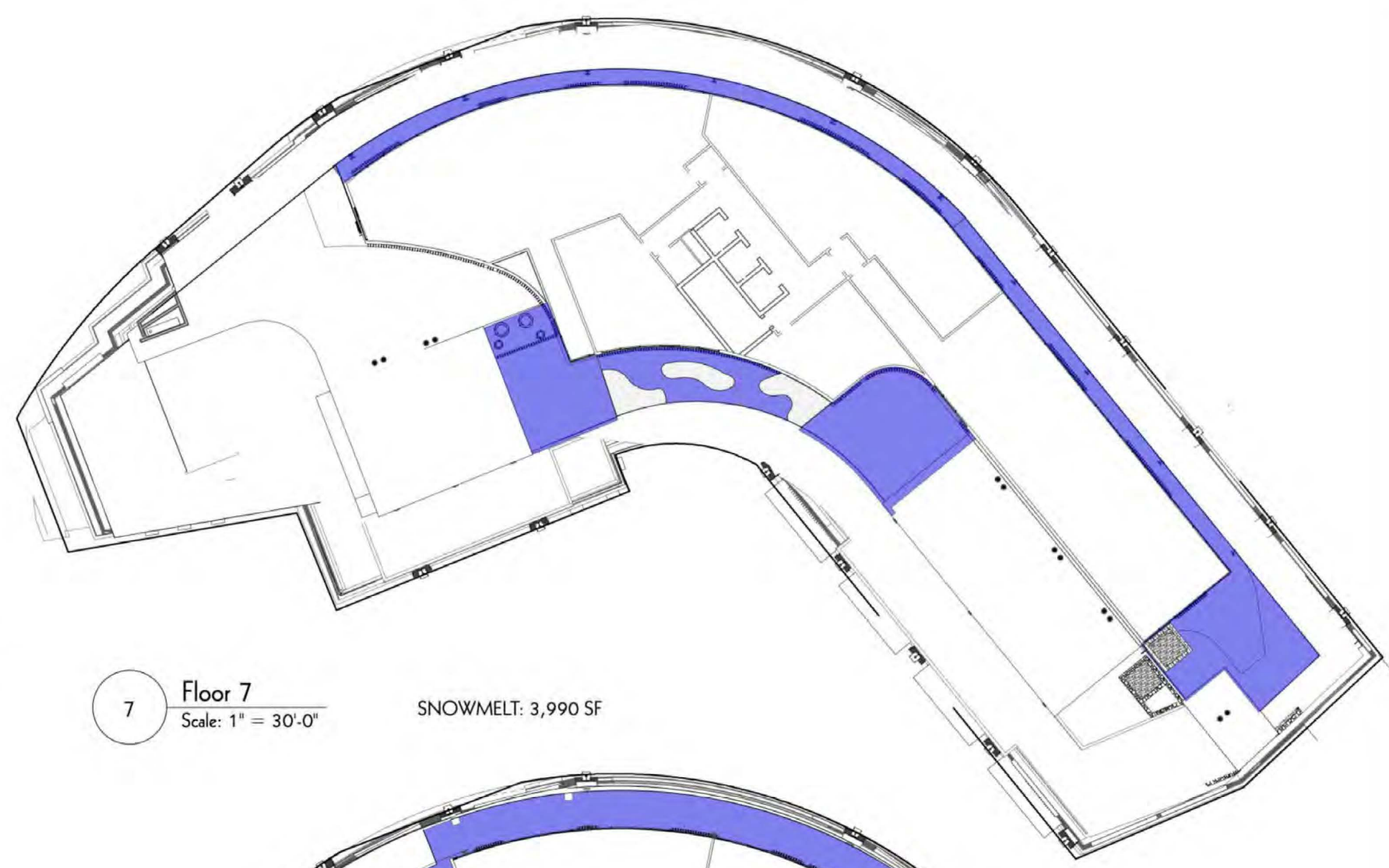
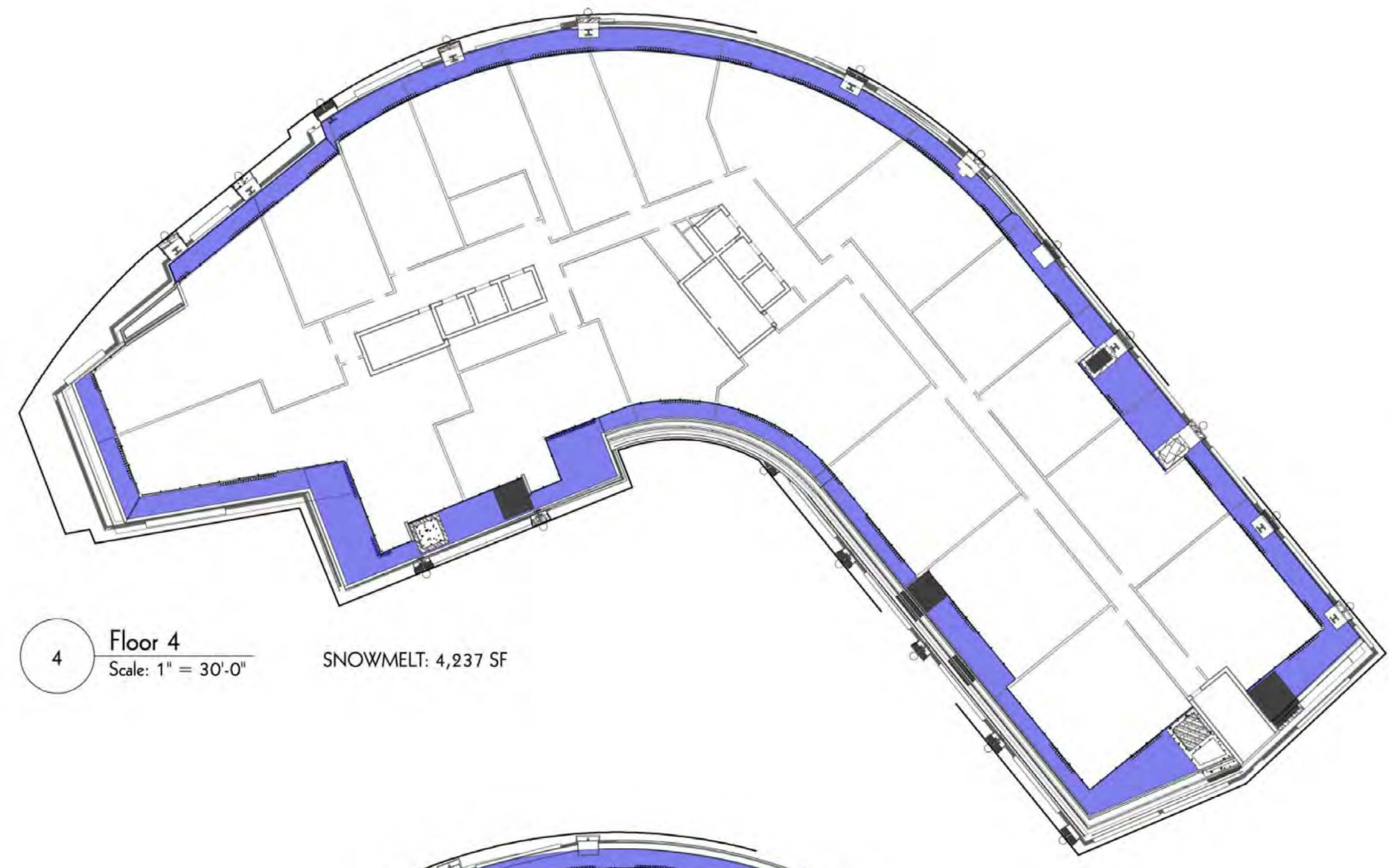
SIX SENSES HOTEL
 LOT 109R
 MOUNTAIN VILLAGE, CO

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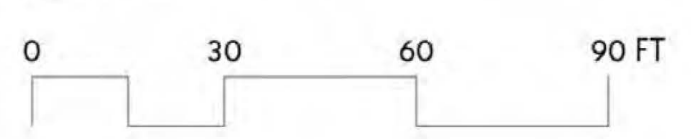
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 COUNCIL SUBMITTAL
 12.16.2022

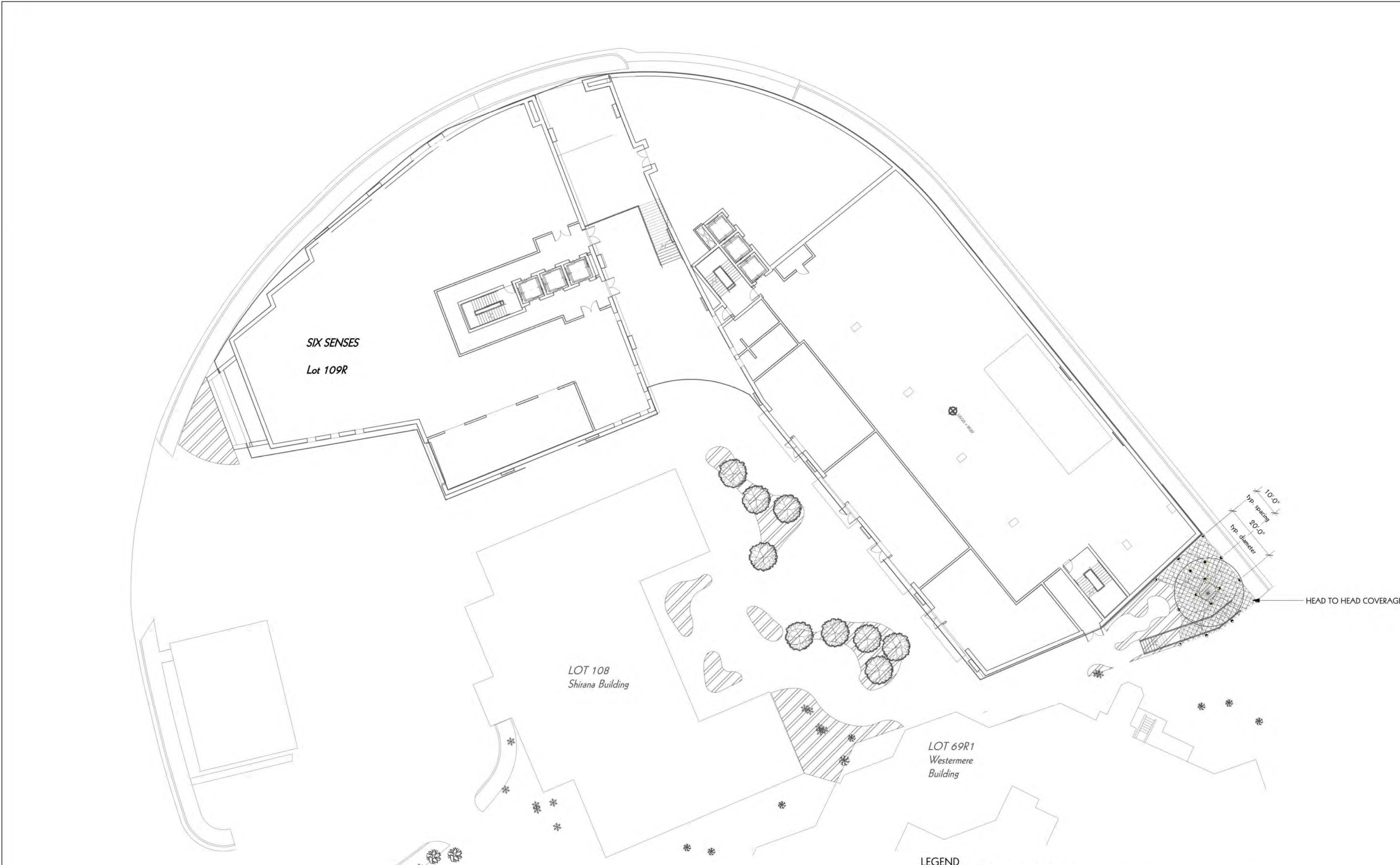


LEGEND

PUBLIC SNOWMELT:
 approximately 30,427 sf

PRIVATE SNOWMELT:
 approximately 29,721 sf



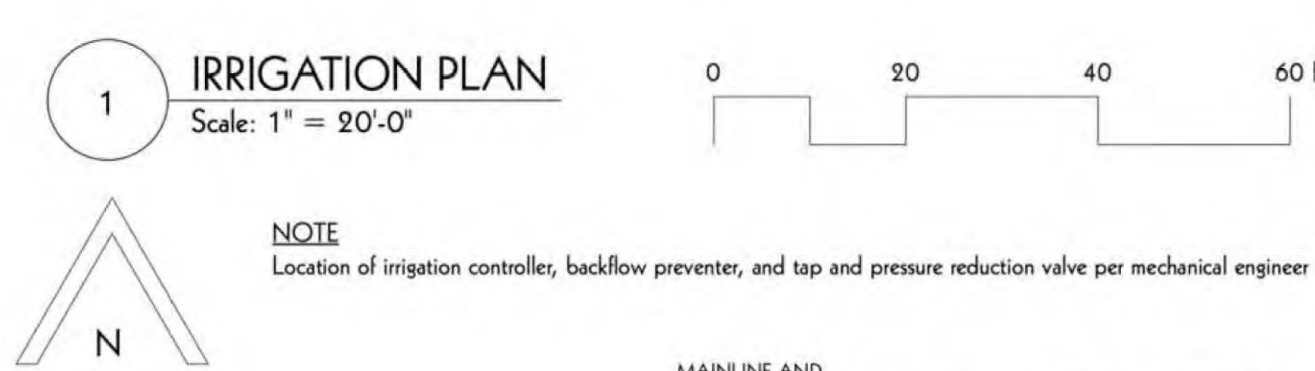


- ### IRRIGATION NOTES
- 1) Irrigation system is designed to operate off of pressure of 80 psi (may vary) at each point of connection before back flow preventer. Contractor to verify pressure prior to installation and notify owner of any differences. Assumes 1" line minimum. Design pressure at heads to be as noted in legend.
 - 2) No irrigation work to begin until final grade has been approved.
 - 3) Locate all heads 6" min. Away from any wall, walk, or curb, and 12" min. from any curb adjacent to parking stalls.
 - 4) Bury all mainlines 24" underground to top of pipe. Bury all laterals 12" underground to top of pipe. Drip line to lay on surface under mulch.
 - 5) All pipe under pavement to be sleeved in 4" minimum (unless otherwise noted) PVC class 200 extend 12" beyond each edge of pavement, sloped to drain. Install prior to paving. Sleeve wires separately in 4" min. pipe.
 - 6) All valve wire is to direct burial 14" gauge wire. Install 5 spare wires to each end of mainline.
 - 7) Heads will be diagrammatic. Contractor to select and install correct arcs as need for part circle heads. Adjust radii and arc as necessary for no overspray/backwash onto adjacent buildings, walls, or fences.
 - 8) For In-line Drip Tubing, snake pipe through planting area and tree voids in one run to allow for easy maintenance. Space rows 12" apart. When running through sleeves, transition from 1/2" drip line to 3/4" polyethylene 100 PSI. Do not run in-line drip tubing in sleeving. Routing is diagrammatic, contractor to adjust layout to achieve 12" line spacing.
 - 9) Plan has been prepared using limited on-site observation. Plan is diagrammatic and does not reflect all equipment, etc., that could be encountered during construction. All tie locations, mainline locations, and lateral locations are approximate and shall require exact location by Contractor.
 - 10) Locate all valve boxes a minimum of 3' from concrete or asphalt paving when mainline runs parallel to adjacent elements. Final locations to be approved by Landscape Architect.
 - 11) All existing trees and notable plant material to receive new irrigation.
 - 12) Soil moisture sensing device to be installed in turf areas.
 - 13) Install drip emitters as described below:

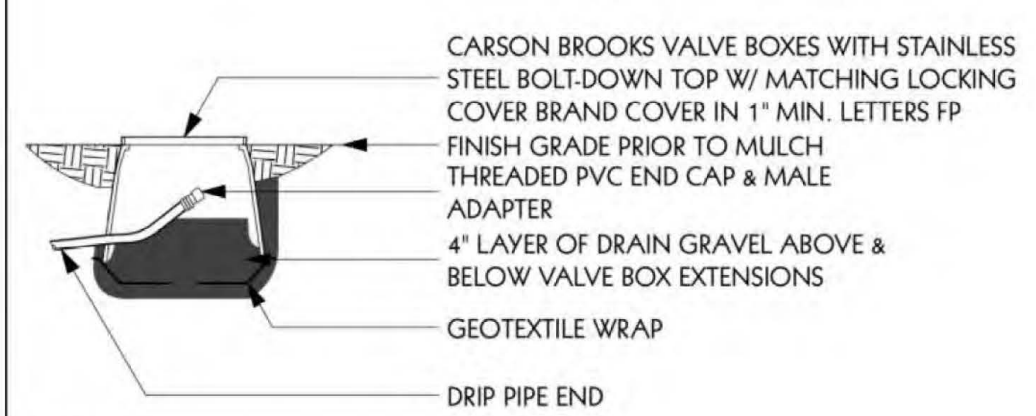
1 Gallon Material	Rain Bird SW-10 (1GPH)	1 ea.
5 Gallon Material	Rain Bird SW-10 (1GPH)	2 ea.
Deciduous Trees (1.5" - 2.5" Cal.)	Rain Bird SW-20 (2GPH)	3 ea.
Deciduous Trees (3" - 4" Cal.)	Rain Bird SW-20 (2GPH)	4 ea.
Evergreen Trees (6" - 10')	Rain Bird SW-20 (2GPH)	3 ea.
Evergreen Trees (11' - 14')	Rain Bird SW-20 (2GPH)	4 ea.



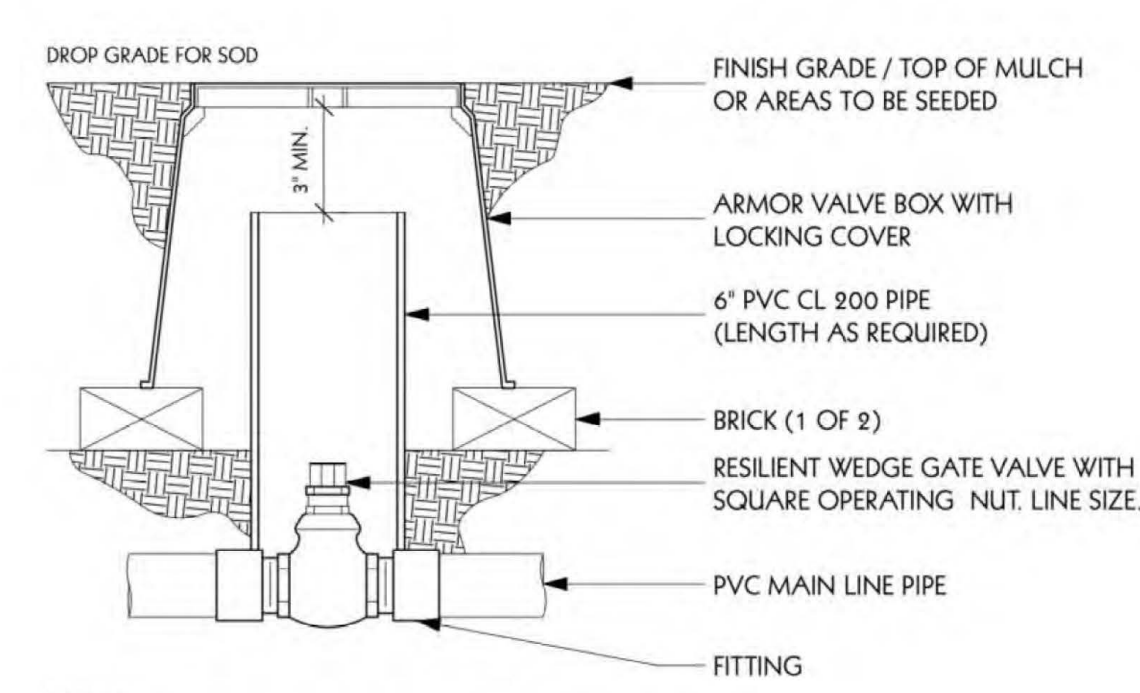
Controller system to have rain/freeze sensor and moisture sensor.
Contractor to specify RainBird WR2 or approved alternate.



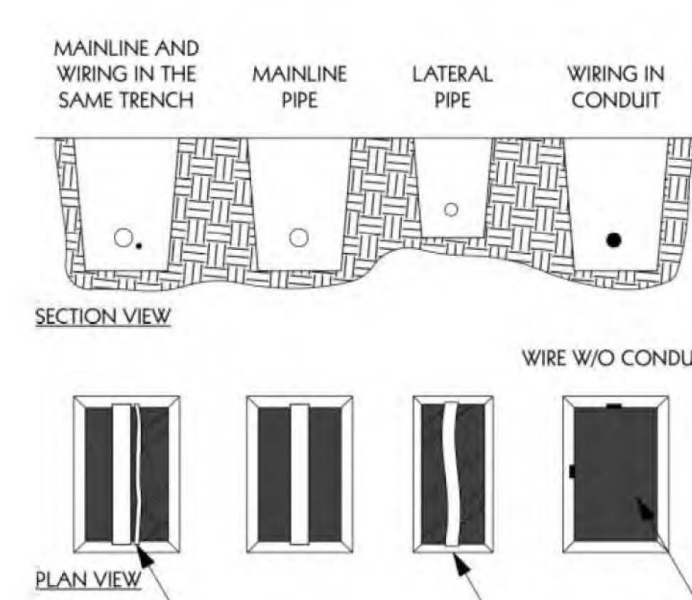
NOTE
Location of irrigation controller, backflow preventer, and tap and pressure reduction valve per mechanical engineer



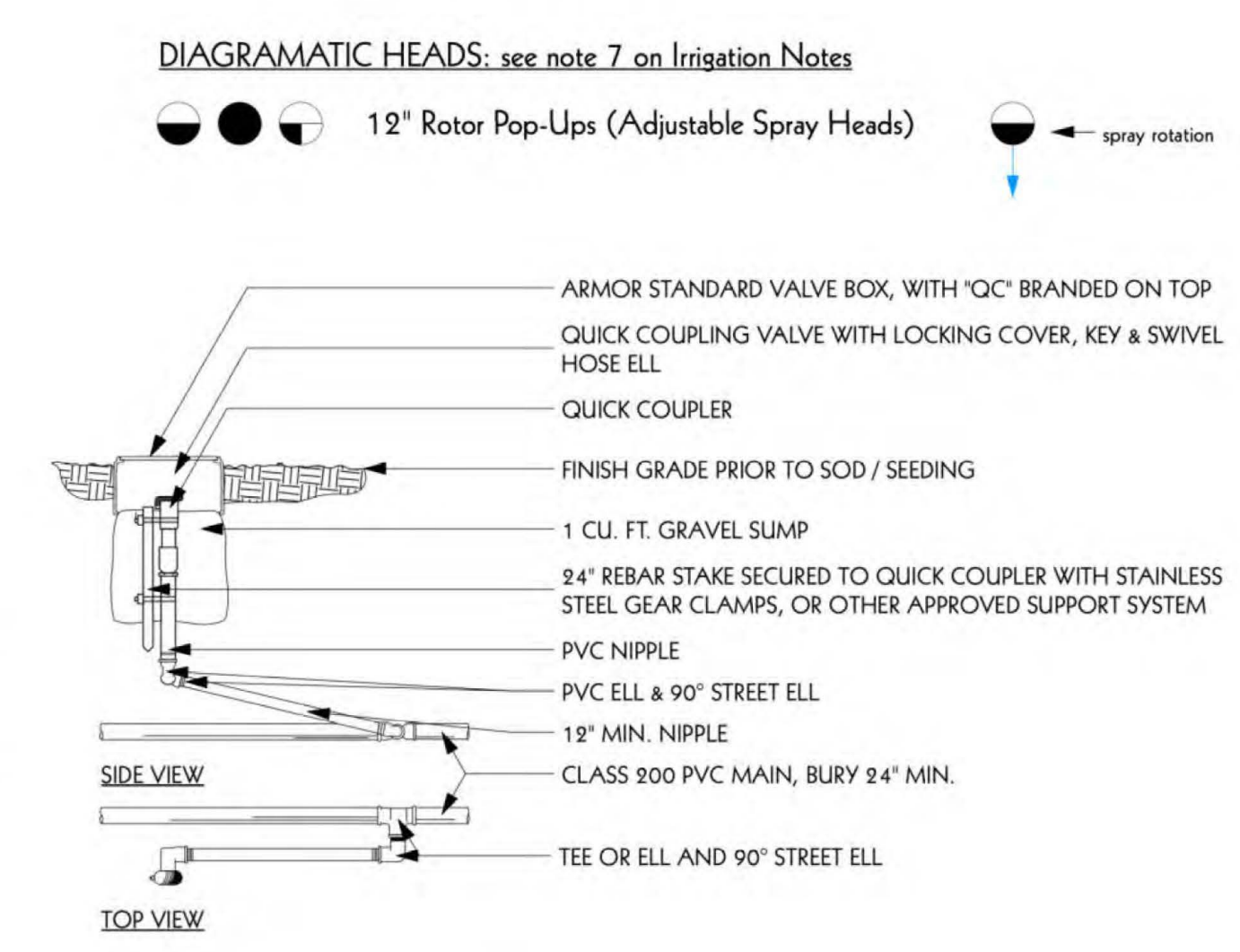
NOTES:
1. TAPE FABRIC TO SIDE OF VALVE BOX & PIPE W/ DUCT TAPE.



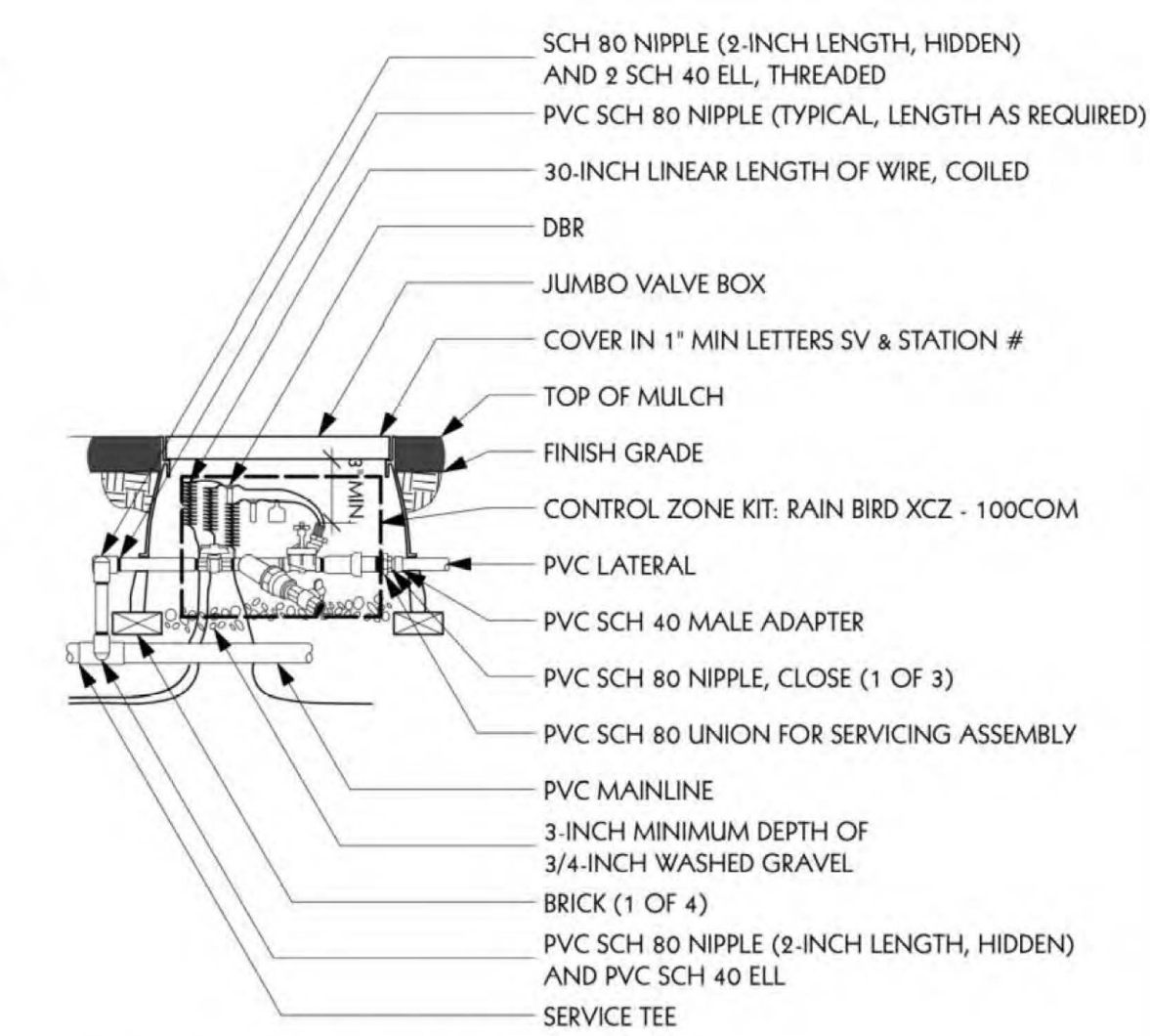
NOTES:
1. NOMINAL SIZE OF GATE VALVE TO MATCH NOMINAL MAINLINE SIZE.
2. INSTALL A 4" THICK CONCRETE PAD BELOW VALVE WITH NO. 4 REBAR WHEN USING PUSH ON TYPE VALVES.



NOTES:
1) SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2) FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.



NOTES:
1. COMPACT BACKFILL TO DENSITY OF UNDISTURBED SOIL.



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