



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 and Amy Ward, Community Development Director

FOR: August 17, 2023 continued from the June 15, 2023 regular meeting

DATE: August 8, 2023

RE:

1. Consider Action on 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 decrease to OS-3BR-2, Village Center active open space of 420 square feet, increase of Lot 109R of 339 square feet and 81 square feet dedicated to Mountain Village Boulevard, Active Open Space right of way that consists of an existing portion of the bridge – ***continued from January 19, to March 16, 2023 to June 15, 2023 to August 17, 2023 – request to be continued to September 20, 2023***
2. Consider Action on a rezone of portions of tract OS-3BR-2 to Lot 109R site specific PUD, and portions of Lot 109R2 to Active Open Space, Village Center, and a small tract from Lot 109R to Mountain Village Boulevard, Active Open Space Right of Way consistent with the proposed major subdivision plat - ***continued from January 19, to March 16, 2023 to June 15, 2023 to August 17, 2023***

PROJECT OVERVIEW

The applicant requests a fourth major PUD amendment to the 109R Planned Unit Development (PUD) Six Senses Operator, property, formerly known as the Mountain Village Hotel PUD. This PUD was first approved in 2010, but subsequently received three PUD amendments to extend the approval to September 8, 2023. In order to bring the fourth Major PUD amendment to a first reading of an ordinance by Town Council the DRB provided a recommendation on the major subdivision, the associated rezoning of the associated major subdivision application of portions of 109R to Village Center active open space, and portions of Village Center active open space to 109R, along with a small portion of 109R to Active Open Space Right of Way and the final design review.

THIS MEMO IS SUBSTANTIALLY THE SAME AS THAT PROVIDED AT THE JUNE 15, 2023 HEARING.

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

And portions of 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 pl bk 1 pg 4455 recpt 416994 march 18 2011 cont 1.969 acres mol

Address: TBD

Owner/Applicant: Tiara Telluride, LLC

Agent: Ankur Patel & Matt Shear, Vault Home Collection

Zoning: Planned Unit Development within the Village Center, Village Center Active Open Space

Proposed Zoning: Planned Unit Development (PUD) & Active Open Space (Village Center), and Active Open Space Right of Way

Existing Use: Vacant, used for temporary surface parking, pedestrian access from See Forever to the Village Center & Village Center trash collection leased to Bruin Waste.

Table 1. 109R Original Density 109R Proposed Density

Zoning Designations	Original 109R Density	Proposed 109R Density ¹
Efficiency	66	50
Lodge	38	31
Condominiums	20	20
Employee Apartments	1	2
Employee Dormitory	0	18
Commercial Space	20,164 square feet	22,609 square feet



¹ Subject to final town council approval

Site Area: .825 acres proposed to change to .833 acres for Lot 109R.

[this area intentionally left blank]

Adjacent Land Uses:

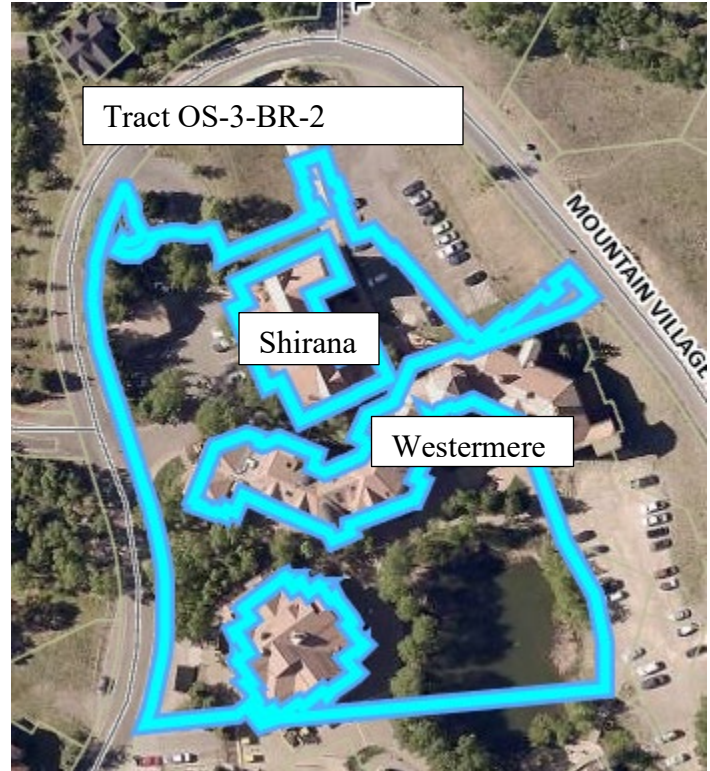
- **North:** See Forever, Village Center
- **South:** Village Center, mixed use
- **East:** Multi-Family and Single Family, vacant
- **West:** Peaks, Village Center

RECORD DOCUMENTS

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

ATTACHMENTS

1. Applicants Narrative and Exhibits dated 7.19.23
2. Will serve letters – see PUD packet
3. Approval Rezone Ordinance
4. SGM Referral Comments dated 5.26.23



109R MOUNTAIN VILLAGE HOTEL PLANNED UNIT DEVELOPMENT HISTORY

- Lot 109R PUD was approved in 2010 by Resolution 2010-12088-31 which included a replat inclusive of Village Center open space.
- 1st amended PUD agreement via a Major PUD amendment process extended the approval to expire on December 8, 2015, approved by ordinance.
- 2nd amended PUD agreement via a Major PUD amendment process extended the approval to expire on December 8, 2022, approved by ordinance.
- 3rd amended PUD agreement via a Major PUD amendment process extended the approval to expire on September 8, 2023, approved by ordinance.¹

Table 2. Break Down of land to be added to OS-3BR-2 and to 109R from OS-BR-2

Existing Lot/Tract Name	Current Zoning	Current Size (sq.ft.)
Lot 109R	PUD	35980
Tract OS-3BR-2R-1	AOS Village Center	83004

Table 3. Approximate Before and After Lot Areas

Proposed Lot/Tract Name	Proposed Zoning	Proposed Size (sq.ft.)	Net Change (sq.ft.)
Lot 109R2	PUD	36319	339 INCREASE
Tract OS-3BR-2R-1R	AOS Village Center	82584	420 DECREASE
ROW Tract	AOS Right of Way	81	81 INCREASE

¹ This approval is currently being challenged in court. *Scythian Ltd, et al. v. Town of Mountain Village, et al.*, San Miguel County District Court Case No. 2021CV31180. Until and unless the Court issues an order to the contrary, the extension remains effective.

OVERVIEW

On June 16, 2022 the Town Council provided consent to the major subdivision application specifically for it to include town owned portions of OS-3BR-2 for the purposes of the replat. At that time the applicants represented that OS-3BR-2 would increase overall by 360 square feet and that Lot 109R would decrease by 360 square feet. Town Council agreed to the replat application with the following conditions:

- (1) [the consent] does not guarantee approval of the application.*
- (2) the developer of Lot 109R, and not the Town, shall be responsible for all costs related to the subdivision application.*

The subdivision application as submitted, shows both affected properties within the plat and reflects the square footage and configuration changes to both. As shown in table 3 above, there is a net decrease to OS-3BR-2R-1 of 420 square feet and an increase to Mountain Village Boulevard of 81 square feet and net increase to 109R2 by 339 square feet. The original plat proposal indicated an increase to town property and a decrease to lot 109R2.

In the applicant's narrative they indicate there is a net positive amount of land the town is receiving. The amount of land the town is receiving is the same as that which the applicant is receiving at approximately 420 square feet in total.

The applicants agreed to purchase a portion of town land approximately 551 square feet which consisted of an area otherwise previously depicted to be used by easement as a garage venting area. The applicants have agreed to purchase this land at approximately \$194 a square foot for a total of \$106,894 for the additional acquisition of this portion of town owned land replat into 109R2.

REQUESTED ENCROACHMENTS

Temporary:

- soil nails under mountain village boulevard for shoring
- construction staging and crane swing

Permanent:

- plaza awnings – above grade
- sub surface improvements – below grade
- vehicular access – across OS-3BR2 for garage access and loading dock access
- utilities on OS-3A and OS-3-BR-2

Additional modifications to existing easements are noted and listed below and will be modified with the overall PUD approval.

The applicants also request placement of SMPA transformers on OS 3J, owned by the Town of Mountain Village, adjacent to See Forever.

EASEMENTS

There are a number of associated easements on the property that need to be terminated, modified or executed with the proposed new development plan that is being processed as a fourth PUD amendment and would be reflected on the final replat, or amended plat as necessary. Here is the list of existing easements on the property:

1. **Pedestrian** Access Easement Agreement between 109R and John E. and Alice L. Butler Trust at reception no. 397446.
2. Non-exclusive **pedestrian** access easement by the Telluride Company at reception No 416994 and 416997
3. Terms, conditions, provisions, agreements, easements and obligations contained in the License Agreement (**Utilities**) recorded March 18, 2011 at Reception No. 416999.
4. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Plaza Usage**) recorded March 18, 2011 at Reception No. 417000.
5. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Permanent Structures**) recorded March 18, 2011 at Reception No. 417001.
6. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Vehicular Access**) recorded March 18, 2011 at Reception No. 417002.
7. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Mountain Village Boulevard Work**) recorded March 18, 2011 at Reception No. 417003.
8. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement (**Utilities**) recorded March 18, 2011 at Reception No. 417004.

The prior approval indicated that the See Forever pedestrian and maintenance access easement would be executed with the condominium documents. As a condition of approval staff recommends this See Forever pedestrian and access easement be shown on the plat prior to recordation.

The Town has identified that the following easements would need to be amended or executed:

- See Forever pedestrian and maintenance access – benefitting the town to be recorded with the plat.
- Plaza Use - benefits 109R on town property
- Building Maintenance – benefits 109R on town property
- Access Easement – vehicular, pedestrian and back of house
- Snowmelt use, billing and maintenance for plaza areas as well as the sidewalk
- Construction Staging – temporary use, layback or temporary/permanent shoring
- Permanent Utilities on OS-3J if approved by Council
- Sub-grade permanent use for parking and back of house
- Underground stormwater and sewer currently bisecting the property

There are two additional above grade utility support locations that are identified on their civil drawings. One location is within a general easement on Lot 89-1BCDR, for an electrical switch station. The other location is on private property, Access Tract 89B, and a gas substation.

PUBLIC IMPROVEMENTS AND A PUBLIC IMPROVEMENTS AGREEMENT

The major subdivision and associated requirements and conditions will be integrated into the overall PUD amendment inclusive of public improvements and a public improvements agreement. The applicants have provided a public improvements spreadsheet consistent with the major subdivision requirements and public improvements identified through the process. Public improvements attributed to the major subdivision request include the following items shown in table 4.

Table 4. Public Improvements Associated with the Major Subdivision

Item	Value
Snowmelted Sidewalk and lighting	\$612,030
Utility relocations/installations as approved by Town Council	\$2,500,000
Repaving Mountain Village Boulevard, replacing top course of asphalt over 2,309 square yards	\$79,213
TOTAL	\$3,191,243²

As noted in the PUD memo, a four-way stop sign at the porte cochere/Sunny Ridge intersection would be added to the list of public improvements as part of the PUD approvals.

REFERRAL COMMENT ISSUE OVERVIEW

- The fire department indicated that no new fire hydrants are needed associated with the subdivision, that five fire hydrants are available currently and meeting requirements.
- Public works noted safety lighting may be required associated with the new snowmelted sidewalk along Mountain Village Boulevard. The town will collaborate as to the lighting specifications whether street-lights or bollards prior to issuance of a building permit.
- If utilities are relocated onto or from town property, repaving and remediating those areas will be a requirement and associated with the public improvements agreement.
- Better address how sewer and stormwater is sized, routed and accessed through the garage See SGM engineering comments at attachment #4.
- See attachment #4 for SGM's full referral comments.

Staff comments are in blue

SUBDIVISION PURPOSE AND INTENT found at CDC Section 17.4.13

A. *Purpose and Intent.* The purpose and intent of the Subdivision Regulations is to:

1. Provide for the orderly, integrated and efficient development of the Town;
2. Provide safe, adequate and efficient pedestrian and vehicular traffic systems and circulations;

A traffic study has been provided to address back of house; however, did not adequately address the porte cochere area.

3. Ensure the provision of adequate and efficient water, sewer and fire fighting infrastructure;

Engineering and access of the drainage system inclusive of stormwater has not been provided and can be conditioned prior to building permit if deemed appropriate by Town Council.

4. Avoid land with geologic hazards, such as flooding, debris flows, soil creep, mud flows, avalanche and rockfall;

² The applicant's engineer will need to certify the estimated construction costs, including a contingency, to determine the appropriate security to be posted by the developer prior to building permit. The number here may change.

Temporary dewatering is allowed with the requisite state permit during construction; however, permanent dewatering is prohibited.

5. Encourage the well-planned subdivision of land by establishing standards for the design of a subdivision;
6. Improve land records and survey monuments by establishing standards for surveys and plats;
7. Coordinate the construction of public facilities with the need for public facilities;
8. Provide and ensure the maintenance of open space and parks;
9. Provide procedures so that development encourages the preservation of ridgelines, steep slopes, perennial streams, intermittent streams and wetlands or similar geologic features;
10. Promote the health, safety and general welfare of the residents of the Town;
11. Promote and implement the Comprehensive Plan;
12. Promote more efficient use of land, public facilities and governmental services; and
13. Encourage integrated planning in order to achieve the above purposes.

With the exception of the items noted above, staff feels the remaining purposes and intent have been conditionally met.

SUBDIVISION CRITERIA FOR DECISION 17.4.13.E.

1. *Major Subdivisions.* The following criteria shall be met for the review authority to approve a major subdivision:

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

This property has been identified as a mixed-use hotel property and PUD since 2010. There are no site-specific principles, policies or actions associated with Lot 109R. The PUD amendment should otherwise be consistent with the existing approved PUD uses. See PUD memo for Comprehensive Plan conformance.

b. The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations and any PUD development agreement regulating development of the property;

This is being met, consistent with the submitted CDC applications.

c. The proposed density is assigned to the lot by the official land use and density allocation, or the applicant is processing a concurrent rezoning and density transfer;

This is being processes consistent with the PUD amendment application in process.

d. The proposed subdivision is consistent with the applicable Subdivision Regulations;

This is being met, the issues to be addressed by Council are uses on town owned property like access, circulation and utilities.

e. Adequate public facilities and services are available to serve the intended land uses;

The applicant has relocated a number of necessary utilities to be located in the immediate vicinity and less concentrated on town property.

f. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions;

A geotechnical report has been provided; however staff has concern and is affirmatively stating by way of this record, that permanent dewatering is prohibited.

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

This is under review with the major PUD amendment application and the applicants have requesting two curb cuts noted within the design review application. The entrance to the garage is required to be at 5% per the CDC however, neither garage entrance meets this standard and both exceed this standard. Public parking is shown at 9.8% and the hotel parking garage is shown at 6%. Ramp slopes and cross slopes are also missing. Staff has addressed this in the PUD application which would either need to be brought into compliance or approved as a design variation by Town Council.

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

Except for those otherwise varied by the PUD amendment application.

SUBDIVISION DESIGN STANDARDS AND GENERAL STANDARDS 17.4.13.F.

Staff will make notes in bold highlight.

1. *Lot Standards.*

a. *Minimum Frontage.* Each lot shall provide frontage onto a Town right-of-way, access tract or other public easement. The minimum frontage shall be fifty (50) feet to the extent practical.

i. Village Center lots are exempt from this requirement. – **this is being met.**

ii. Condominium maps, townhouse plats and amendments to such maps or plats are exempt from this requirement. *n/a*

b. *General Vehicular and Utility Access.* Each lot shall have access that is sufficient to afford a reasonable means of ingress and egress for utilities and emergency vehicles as well as for all traffic requiring access to the property and its intended use. Such access shall be provided either by a public or private street or by driveway, as applicable, meeting the requirements of the Town road and driveway standards contained in and the applicable requirements of the Subdivision Regulations.

The applicants were required to integrate a circulation analysis as it related to use and access from Mountain Village Boulevard for back of house and valet uses on town owned OS-3BR-2. The fire lane width and grade was deemed acceptable by the fire marshal.

i. *Driveway Allowed.* *n/a*

ii. *Public or Private Street Required.* A public or private street meeting the requirements of the CDC shall be provided for all subdivisions that do not meet the criteria in section i above. *n/a*

c. *Minimum Lot Size.* Every subdivision shall provide for lot sizes that are in general conformance with either the surrounding lot sizes for related land uses, or the lot sizes envisioned in the Comprehensive Plan. Each lot shall contain sufficient land area to be buildable given the intended use and the requirements of the CDC. *This requirement is being met*

d. *Solar Access.* To the extent practical, all lots in a subdivision shall be designed to have solar access. *This is being reviewed with design review.*

e. *General Easement.* Each lot shall provide for a sixteen (16) foot, general easement that is consistent with the general easement requirements set forth in the Zoning and Land Use Regulations. *Not applicable to a footprint lot in the Village Center.*

f. *Design of Lots.* The lengths, widths and shapes of lots shall be designed with the following considerations:

- i. Development patterns envisioned in the Comprehensive Plan;
- ii. Limitations and opportunities of topography;
- iii. Convenient and safe access and circulation, including public, emergency, construction, maintenance and service access;
- iv. Provision of adequate building area on each lot that meets the requirements of the Subdivision Regulations and the CDC; and
- v. Availability of utility service and utility system design and capacity.

2. *Environmental Standards.*

a. *Protection of Distinctive Natural Features.* To the extent practical, subdivisions shall be designed to protect and preserve distinctive natural features, such as ridgelines, steep slopes, perennial streams, intermittent streams and wetland areas. Such areas shall be left in their natural state and protected by either the use of disturbance envelopes, the establishment of open space lots where development is prohibited or some other protective measures acceptable to the review authority.

b. *Designing Subdivisions to Fit the Topography of the Land.* To the extent practical, subdivisions shall be designed so that the layout of lots, the placement of building envelopes, the alignment of roads, trails, driveways, walkways and all other subdivision features shall utilize a design philosophy that generally reflects the existing natural topographic contours of the property.

c. *Areas Subject to Environmental Hazard.* Lots proposed for development and access roads to such development shall avoid areas subject to avalanches, landslides, rockfalls, mudflows, unstable slopes, floodplains or other areas subject to environmental or geologic hazards unless these hazards are mitigated to the satisfaction of the review authority. All mitigation measures shall be designed by a Colorado professional engineer. To the extent identified hazards cannot be mitigated to the satisfaction of the review authority, the subdivision plat shall reflect those areas as nondevelopable.

3. *Drainage.* Subdivision drainage shall be designed and constructed in accordance with the drainage design standards.

Drainage including stormwater engineering has not been provided and needs to be demonstrated to address all issues raised by the town engineer before a building permit is issued.

G. Fire Protection.

1. *Water Supply and Fire Flow.* Water supply and fire flow requirements for all buildings in a subdivision shall comply with all requirements of the Fire Code. The applicants have demonstrated this is adequate.
2. *Hydrants.* Fire hydrants shall be provided in accordance with the Fire Code. No new fire hydrants were identified to be provided with this subdivision.
3. *Fuel Reduction Plans/Forest Management Plans.* Fire mitigation and forest management plans to reduce fire hazards and improve forest health may be required by the review authority for subdivisions that include forested or treed areas.
4. *Installation of Facilities.* When fire protection facilities are required by the Town to be installed by the developer, such facilities, including but not limited to all surface access roads necessary for emergency access, water supply and fire hydrants shall be installed and made serviceable prior to and shall remain serviceable at all times during any construction within the subdivision.

H. Street Improvements. As a condition of approval of any subdivision, the developer shall be required to provide and/or construct the following improvements and any improvements specified in a PUD development agreement:

1. *Access Plan Required.* As part of any plat submittal, the developer shall include a preliminary road and/or driveway layout (as applicable) and shall identify approximate grades, cuts and fills. This is provided with the final design review application.
 - a. The developer shall indicate the intended means of providing access to each lot in the proposed subdivision and prepare engineered access plans for such access consistent with the Subdivision Regulations and the other applicable provisions of this CDC.
 - b. The extent of the easements or rights-of-way proposed to be acquired shall be sufficient to demonstrate the ability to construct an access road meeting Town road and driveway standards for the proposed subdivision.
2. *Construction of New Streets and Bridges Within the Subdivision.* The developer shall be responsible for the construction of all new public or private streets or driveways and any new bridges in accordance with the design and construction standards in the Town road and driveway standards. n/a
3. *Construction of New Streets and Bridges Outside of the Subdivision.* The developer shall be responsible for the construction of streets and any bridges outside the subdivision necessary to establish a connection between the subdivision and the existing street system, with the design and construction standards in accordance with Town road and driveway standards. The applicants are making improvements to Mountain Village Boulevard that include a snowmelted sidewalks including a sidewalk over the existing Mountain Village Boulevard Bridge. The applicants need to demonstrate detailed construction drawings that shown the sidewalk over the bridge that may necessitate improvements to the bridge which would be born by the applicant.

4. *Upgrading of Existing Intersections.* Where existing intersections provide access between the subdivision and the existing intersections have a level of service of D or below, as indicated by a traffic study, due to the added traffic of the new subdivision, the developer may be required by the Town to improve the intersection to achieve a level of service of C or above, as indicated by a traffic study, or to provide a proportional share of funding for such improvements as determined at the time of subdivision review. [Improvements to the access to the back of house are being provided. There are no planned upgrades to other intersections along Mountain Village Boulevard.](#)

5. *Pedestrian Connections.* The developer shall be responsible for all pedestrian access as required by the Subdivision Regulations, Town road and driveway standards, or the Comprehensive Plan.

[This is being provided along Mountain Village Boulevard and through the property.](#)

6. *Drainage Improvements.* The developer shall be responsible for the all improvements as required by the drainage design standards, including but not limited to street drainage, required detention or retention; all of which may include, by means of example, culverts, drainage pans, inlets, curbs and gutters, weirs, etc. Required detention or retention systems for drainage from each lot in a subdivision can also be required for each lot in a subdivision with the required Design Review Process as a plat note, if the Town determines that there is sufficient lot area for such systems and the intended development, and if the subdivision improvements are providing proper drainage as required by these regulations. [Engineered plans need to be provided consistent with the town engineer comments prior to issuance of a building permit.](#)

7. *Traffic Control and Safety Devices.* The developer shall be responsible for the traffic control devices and crosswalks in conformance with the criteria contained in the Manual of Uniform Traffic Control Devices, including but not limited to signs and signals, street name signs, striping and pedestrian signage. [The town may require pedestrian crossing striping or other measures to be identified prior to a certificate of occupancy.](#)

8. *Other Improvements.* The developer shall be responsible for any street improvement associated with a proposed subdivision that is not otherwise set forth in this section or, when a PUD, and this CDC or the Comprehensive Plan requires additional improvements in connection with a subdivision, the developer shall comply with those requirements.

9. *Maintenance of Improvements.* The developer shall be responsible for obligations relative to the maintenance of the improvements required by this section which shall be determined during the subdivision development review process. The developer may be required to provide for private maintenance of the improvements, if the improvements within the right-of-way are not accepted for maintenance by the Town or if the Town requires the maintenance of a street that is intended to serve primarily two (2) or less lots. In the event a developer desires to construct improvements that exceed Town design requirements, the developer may be required by the Town to pay for the maintenance of such improvements.

I. *Water, Sewage Disposal and Utilities.*

1. *Evidence of Adequate Water and Sewer.* The developer shall consult with the Director of Public Works on water and sewer availability prior to submitting a subdivision application. The subdivision application shall include a statement from the Director of Public Works indicating that adequate water and sewer capacity exist to serve the intended uses, and that the

developer has consulted with the Public Works Department in the design of the water and sewer system and all proposed connections.

2. *Water and Sewer System Design.* The proposed water and sewer system shall be designed in accordance with Town Water and Sewer Regulations.

3. *Other Utility Systems Design.* The developer shall submit a composite utility plan that meets the design requirements of other required utility agencies, including but not limited to Mountain Village Cable, San Miguel Power Association, Source Gas and Century Link or any successors or assigns of such entities.

a. The developer shall submit evidence that provision has been made for facility sites, easements and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed subdivision. Submission of a letter of agreement between the developer and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or, if applicable, natural gas service to a proposed subdivision has been made.

4. *Utility Design Standards.* All utilities shall be located underground, including but not limited to all utility stub outs, unless located in a pedestal, transformer or other required above-grade utility structure.

a. All above ground utility stub outs shall be located within pedestals that are painted to match the natural or man-made backdrop.

b. The review authority may require that an approved above-ground utility feature be screened or buffered from surrounding area development.

c. All freestanding electric, gas or other meters needed for a common utility shall be appropriately screened or buffered from all public rights-of-way.

5. *Required Utility Improvements.* As a condition of approval of any subdivision, the developer shall be required to provide the following water, sewage disposal and utility improvements:

a. Water Systems: Construction of water system improvements required to serve the subdivision shall include the following:

i. All water mains within the boundaries of the subdivision;

ii. Water mains necessary to connect the subdivision with any existing water system intended to provide service to the subdivision;

iii. All water system improvements required by Town Water and Sewer Regulations;

iv. Pump stations needed for operation of the water system; and

v. Individual service lines stubbed to each property lot line.

b. Sewer Systems: Construction of sewage disposal system improvements shall include the following:

i. All sewer mains within the boundaries of the subdivision;

- ii. Sewer mains necessary to connect the subdivision with any existing sewer system intended to provide service to the subdivision;
 - iii. Lift stations needed for operation of the disposal system; and
 - iv. Individual service lines stubbed to each property lot line.
- c. Other Utilities: Construction of electric lines, gas lines, cable lines or fiber optics as required by the various utility providers.

J. Required Dedications and Easements.

1. *Dedication of Public and Private Streets, Sidewalks or Trails.* All streets, sidewalks and trails located within a subdivision shall be dedicated to the Town as public rights-of-way for access, utilities, snow storage, drainage and related infrastructure uses regardless of whether maintenance is to be public or private. Right-of-way dedications for public and private streets shall conform in width to the requirements of the Town road and driveway standards, including sufficient width to include all drainage improvements, associated cut and fill slopes, intersections, curb returns, snow storage, retaining walls and other road appurtenances.

2. *Platting of Easements for Private Accessways.* Easements shall be platted for all common and shared driveways, parking areas, alleys or other common accessways. Easements for common accessways shall include, at a minimum, two (2) feet on either side of the required width of the travel surface in addition to the area determined to be necessary for snow storage, any associated cut and fill slopes and any drainage improvements.

a. Public use of private streets, driveways and other common accessways shall be allowed in those instances where there is a commercial or other public facility located on the affected lot.

3. *Utility Easements.* The developer shall grant easements to the Town and applicable utility providers in such form as shall be required by the Town and the applicable utility provider.

4. *Ski-in/Ski-Out Easements.* In the case of newly created lots that are adjacent to an existing ski run where ski-in and ski-out access is desired by the developer or envisioned by the Comprehensive Plan, the developer shall secure a ski-in/ski out easement from the current ski resort operator, which easement shall be noted on the plat of the subdivision.

K. Maintenance of Common Areas. The developer shall enter into a covenant running with the development, in a form acceptable to the Town Attorney that shall include provisions guaranteeing the maintenance of common areas and improvements.

With the exception of those items noted above, staff otherwise indicates that these items are being met.

ANALYSIS

If Council approves the PUD overall, then staff recommends conditional approval of the major subdivision. Payment in the amount of \$106,894 along with subdivision public improvements at roughly \$3.2 million dollars benefits the community by assuring use of town property is understood to have value and public improvements are necessary for safe pedestrian access in and around the property.

B. REZONING

If the boards approve the major subdivision then the newly configured land areas will be rezoned accordingly.

REZONE CRITERIA

Criteria for Decision. The following criteria shall be met for the review authority to approve a rezoning development application:

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

As it is a PUD amendment, there were no site-specific principles, policies and actions in the Comprehensive Plan, but has been approved for a mixed use hotel since 2011. The existing use is consistent with its intended use.

b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

Except as requested to be varied by the PUD amendment.

c. The proposed rezoning meets the Comprehensive Plan project standards (CDC 17.4.12.H);

1. Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. It is understood that visual impacts will occur with development.

The proposed density is similar to the original PUD approval. The height is proposed as the same height consistent with the existing PUD development agreement.

2. Appropriate scale and mass that fits the site(s) under review shall be provided.

The design review board approved a final design, subject to Town council approval with the final PUD, on December 1, 2022 with conditions.

3. Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table.

Staff does not support permanent dewatering as part of this application and ask the applicant to demonstrate this is not necessary.

4. Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points shall be addressed to the satisfaction of the Town.

These details are to be demonstrated prior to issuance of a building permit.

5. The skier experience shall not be adversely affected, and any ski run width reductions or grade changes shall be within industry standards.

n/a

- d. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning; **n/a**
- f. Adequate public facilities and services are available to serve the intended land uses;

Town Council needs to weigh in on use of town property for the benefit of the proposed development below grade and above grade. Compensation is being considered for the vent area integrated into Lot 109R2.

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

This is demonstrated by the applicant through the final design review and PUD materials.

- h. The proposed rezoning meets all applicable Town regulations and standards.

Yes except as otherwise requested to be varied by the PUD amendment process.

The proposed rezoning will be necessary to create uniform and distinctive zoning between the property and town OS-3BR-2 property.

DESIGN REVIEW BOARD

The Design Review Board provided a positive recommendation on the rezone on December 1, 2022.

REZONE ANALYSIS

Staff recommends if the major subdivision is recommended for approval, the associated rezoning is necessary.

MAJOR SUBDIVISION RECOMMENDED MOTION

The subdivision would be approved by a resolution. Staff recommends the subdivision resolution be heard concurrently with the second readings of the PUD Amendment and the rezone ordinance. Therefore, staff recommends continuance of the subdivision resolution to the same date.

I move to continue a Resolution the major subdivision plat regarding Lot 109R and OS-3BR-2 to be replat as Lot 109R2, OS-3BR-2R-1 and Active Open Space Right of Way to September 20, 2023

Findings:

- 1. The proposed major subdivision is in general conformance with the future land use map and 2011 Comprehensive Plan.*
- 2. The proposed major subdivision is consistent with the criteria for review*
- 3. The proposed major subdivision is consistent with the subdivision purpose and intent at 17.4.13.A.*
- 4. The town will work with the county 911 emergency coordinator to appropriately address the property prior to issuance of a building permit.*

Conditions:

1. *The Town Council must separately approve the related Rezoning Application for the Properties. If the Rezoning Application is not approved within ninety (90) days after adoption of this Resolution, this Resolution shall become null and void.*
2. *All conditions of the approval as set forth in Town Council Ordinance No. 2023-__ (“**Rezoning Approval**”) are conditions of this Subdivision Approval.*
3. *All Public Improvements to be dedicated to the Town, including those required as conditions of the Subdivision Approval, 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 Manager (which shall not be unreasonably withheld), 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.*
4. *The Developer shall coordinate with Town Staff and the Town Attorney to ensure that the Property Replat creates all necessary easements, vacates all obsolete easements over the Property or Town-owned property, and modifies existing easements as appropriate prior to recordation of the Property Replat, provided that certain easements as identified in the Development Agreement may be granted after construction based on as-built conditions but prior to a certificate of occupancy for the structures such easements are intended to benefit. Any covenants or easements to be created or amended must be provided for review and approval by the Town Attorney prior to recordation of the Property Replat. Any such easement agreements with the Town shall be recorded at the same time as the Property Replat.*
5. *The Developer shall adequately address facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate service for the Property.*
6. *Any utility lines that are abandoned and not relocated shall be remediated appropriately by the Developer in accordance with the conditions of the building permit issued for the Property.*
7. *The applicant will conform to the public improvements to the requirements of CDC Section 17.4.13.L. Public Improvements Policy and as found in the associated Development Agreement.*
8. *The fee for purchase of town land in the amount of \$106,894 will be due prior to building permit issuance.*
9. *Town Staff will review and must approve the final proposed Property Replat to verify consistency with CDC Section 17.4.13.N Plat Standards, including subsection 3 Plat Notes and Certifications, and provide redline comments to the Developer prior to execution of the final mylar.*
10. *Town Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation of the Property Replat.*

11. *Permanent monuments on the external boundary of the subdivision shall be set within thirty (30) days of the recording of the Property Replat. Block and lot monuments shall be set pursuant to C.R.S. § 38-51-101. All monuments shall be located and described. Information adequate to locate all monuments shall be noted on the Property Replat.*
12. *All recording fees related to the recording of the Property Replat in the records of the San Miguel County Clerk and Recorder shall be paid by the Developer.*
13. *The Developer will work with Town Staff and San Miguel County's Emergency Management Coordinator to create a street address for the Property consistent with applicable regulations.*
14. *The Developer shall be responsible for any additional street improvements that may be determined necessary by the Town following the Town's review of final construction drawings for the project described in the Subdivision Application, and Town Staff shall have authority to enter into an amendment to the Development Agreement to provide for any such additional street improvements and security therefor.*
15. *Prior to recording, the final form of the plat shall be subject to staff review and approval, including any prior adjustments associated with the 161CR replat, or changes of OS-3BR-2R parcel associated with the Four Seasons development approvals.*
16. *The developer shall add the density table associated with the PUD approval, and zoning on the face of the final plat prior to recordation consistent with the final approved PUD amendment.*
17. *Assure whether sidewalk improvements can meet ADA standards for pedestrian access prior to issuance of a building permit or minimally assure ADA access through or around the development prior to issuance of a building permit.*
18. *Construction drawings must demonstrate how the sidewalk will integrate with and over the Mountain Village Boulevard bridge. If improvements to the bridge are necessary these costs are born by the applicant.*
19. *Address all of the town engineer concerns as noted in the letter dated May 26, 2023 prior to issuance of a building permit.*
20. *The See Forever pedestrian and access easement must be depicted on the plat prior to recordation. Once constructed the dimensions can be adjusted accordingly by legal instrument to the satisfaction of the town attorney.*
21. *As part of the building permit application, the developer shall submit a utility relocation plan to relocate the existing utilities and a utilities management plan that will manage the relocation of utilities and any possible interruption of service during construction.*
22. *The Affordable Housing deed restriction shall be finalized prior to recordation of the Property Replat.*
23. *All representations of the Developer, whether within the Subdivision Application materials or made at the DRB or Town Council meetings, are conditions of this Subdivision Approval.*

24. *If the PUD amendment is not approved, the major subdivision approval shall become null and void as the subdivision boundaries are premised upon the final design review consistent with the PUD Amendment application.*

25. *The subdivision approval is valid for 18 months.*

26. *The Developer shall reimburse the Town for all costs of outside consultants, including but not limited to legal, engineering, survey, and planning services relating to the application.*

This motion is based on the evidence and testimony provided at a public hearing from December 2022 to _____ with notice of such hearing as required by the Community Development Code.

REZONE RECOMMENDED MOTION

As the applicants integrated into one major subdivision plat adjustments to both properties, please consider the following motion to also rezone the properties consistent with the subdivision plat.

I move to approve on first reading of an ordinance, a rezone to former portions of OS-3BR-2 to Lot 109R2 site specific PUD and portions of 109R to OS-3BR-2R-1 Active Open Space Village Center and a small portion of former 109R rezone to Mountain Village Boulevard, Active Open Space Right of Way as shown on the proposed major subdivision plat and ask the clerk to set a public hearing on September 20, 2023 with the following findings and conditions:

Findings:

- 1. The proposed rezone is in general conformance with the future land use map.*
- 2. The proposed rezone and density transfer is consistent with the criteria for review.*
- 3. The proposed rezone and density transfer is consistent with the rezoning purpose and intent at 17.4.9.A and the density transfer purpose and intent at 17.4.10.A.*

Conditions:

1. All conditions of approval of the Major Subdivision Application as set forth in Resolution 2023-__ (“Subdivision Approval”) are incorporated as conditions of this approval.
2. The approved rezone, further described on the Replat/Rezone attached hereto as attachment 1, shall be shown on a map reflecting the new zoning and associated boundaries, to be provided with second reading of this Ordinance as required by the CDC. The precise boundaries of each zone district shall conform to the approved final plat being considered as part of the Major Subdivision Application.
3. The rezoning created hereby shall not become effective until the Effective Date of this Ordinance.
4. Town staff shall update the Town’s Official Zoning Map to reflect the changes made by this Ordinance as soon as practicable after the Effective Date.
5. The Town and Developer shall enter into a Development Agreement in substantially the form set forth in the PUD amendment approval, which shall incorporate by reference all conditions of this approval and the Subdivision Approval. The Town Manager is authorized to approve the final version of the Development Agreement and, upon such approval, the

Development Agreement and all related documents necessary to effectuate the intent of this Ordinance may be executed by the Town Manager, Director of Community Development, Mayor, and Town Clerk, as appropriate or necessary.

6. All representations of the Developer, whether within Rezoning or Subdivision Applications submittal materials or at the DRB or Town Council public hearings, are conditions of this approval.
7. The rezone approval is conditioned upon the major subdivision approval.

This motion is based on the evidence and testimony provided at a public hearing from December 2022 to August 17, 2023 with notice of such hearing as required by the Community Development Code.

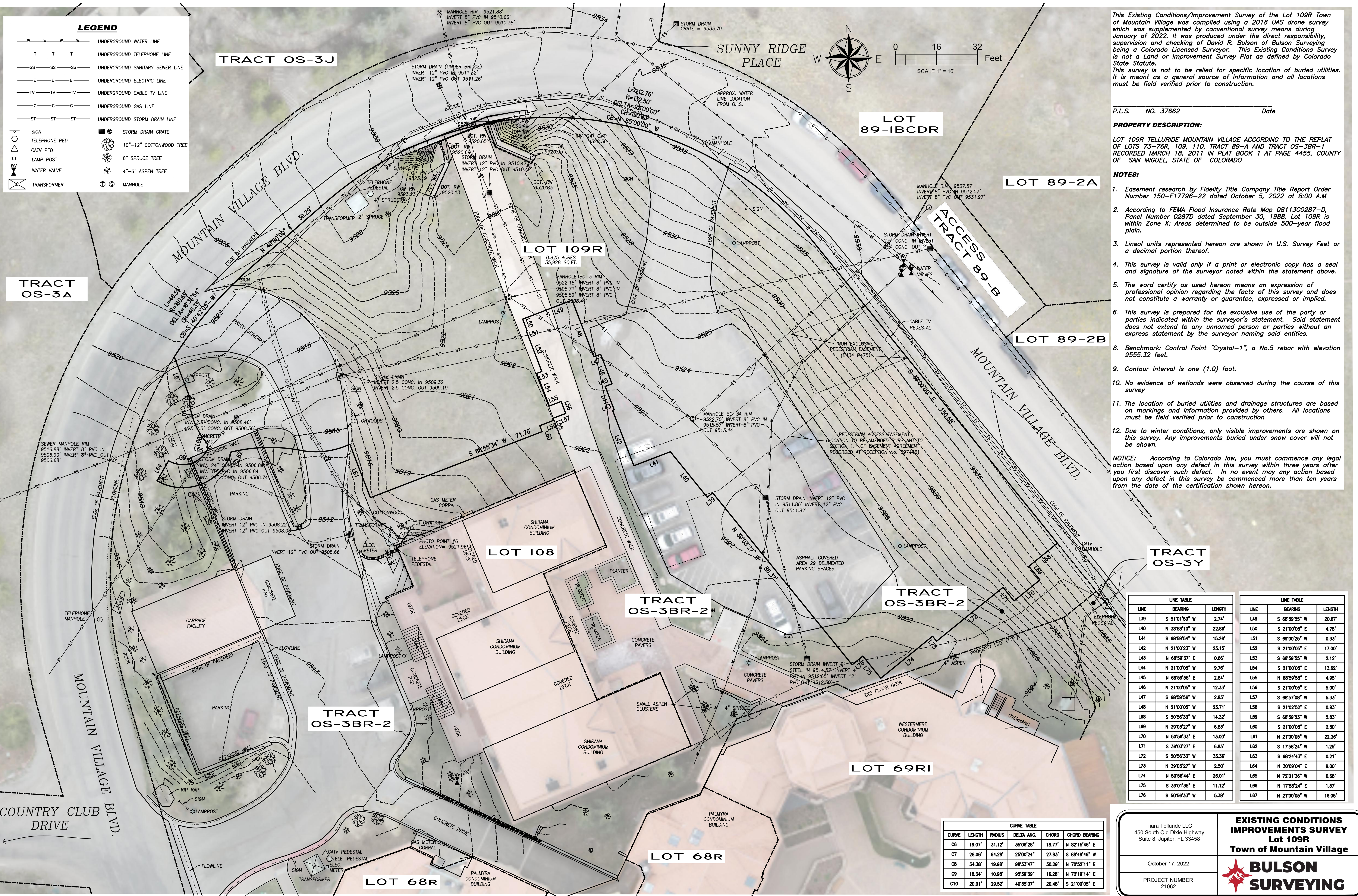
/mbh



2023.07.19 Town Council
First Reading Submittal

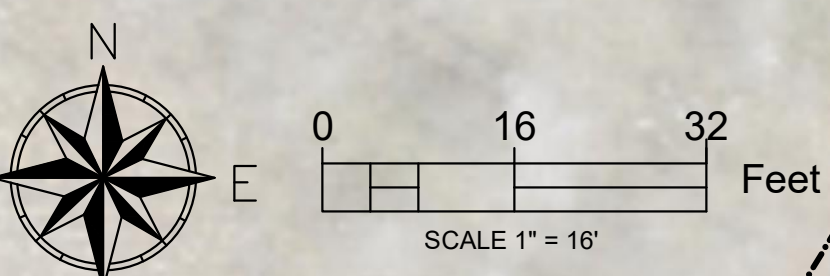
Subdivision Table of Contents

- Consolidated Application Narrative for Major PUD Amendment, Major Subdivision and Rezoning (See Legal Documents)
- Existing Conditions Topo/Survey
- Replat and Rezone Lot 109R2, Tract OS-3BR-2R and ROW Tract (Applies to current platting configuration of OS-3BR-2)
- Replat and Rezone Lot 109R2, Tract OS-3BR-2R-1R and ROW Tract (Applies if parallel replat of OS-3BR-2 is approved)



LEGEND

—W—W—W—	UNDERGROUND WATER LINE	—S—S—S—	UNDERGROUND SANITARY SEWER LINE
—T—T—T—	UNDERGROUND TELEPHONE LINE	—E—E—E—	UNDERGROUND ELECTRIC LINE
—TV—TV—TV—	UNDERGROUND CABLE TV LINE	—G—G—G—	UNDERGROUND GAS LINE
—ST—ST—ST—	UNDERGROUND STORM DRAIN LINE	—	—
○	SIGN	⊙	STORM DRAIN GRATE
○	TELEPHONE PED	⊙	10"-12" COTTONWOOD TREE
○	CATV PED	⊙	8" SPRUCE TREE
○	LAMP POST	⊙	4"-6" ASPEN TREE
○	WATER VALVE	⊙	MANHOLE
⊙	TRANSFORMER		



This Existing Conditions/Improvement Survey of the Lot 109R Town of Mountain Village was compiled using a 2018 UAS drone survey which was supplemented by conventional survey means during January of 2022. It was produced under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying, being a Colorado Licensed Surveyor. This Existing Conditions Survey is not a Land or Improvement Survey Plat as defined by Colorado State Statute. This survey is not to be relied for specific location of buried utilities. It is meant as a general source of information and all locations must be field verified prior to construction.

P.L.S. NO. 37662 Date

PROPERTY DESCRIPTION:
 LOT 109R 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

- NOTES:**
- Easement research by Fidelity Title Company Title Report Order Number 150-F17796-22 dated October 5, 2022 at 8:00 A.M.
 - According to FEMA Flood Insurance Rate Map 08113C0287-D, Panel Number 0287D dated September 30, 1988, Lot 109R is within Zone X; Areas determined to be outside 500-year flood plain.
 - Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
 - This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
 - The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
 - This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.
 - Benchmark: Control Point "Crystal-1", a No.5 rebar with elevation 9555.32 feet.
 - Contour interval is one (1.0) foot.
 - No evidence of wetlands were observed during the course of this survey.
 - The location of buried utilities and drainage structures are based on markings and information provided by others. All locations must be field verified prior to construction.
 - Due to winter conditions, only visible improvements are shown on this survey. Any improvements buried under snow cover will not be shown.
- NOTICE:** According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L39	S 51°01'50" W	2.74'	L49	S 68°59'55" E	20.87'
L40	N 38°58'10" W	22.86'	L50	S 21°00'05" E	4.75'
L41	S 68°59'54" W	15.26'	L51	S 69°00'25" W	0.33'
L42	N 21°00'23" W	23.15'	L52	S 21°00'05" E	17.00'
L43	N 68°59'37" E	0.66'	L53	S 68°59'55" W	2.12'
L44	N 21°00'05" W	9.78'	L54	S 21°00'05" E	13.62'
L45	N 68°59'55" E	2.84'	L55	N 68°59'55" E	4.95'
L46	N 21°00'05" W	12.33'	L56	S 21°00'05" E	5.00'
L47	S 68°59'56" W	2.83'	L57	S 68°57'08" W	5.33'
L48	N 21°00'05" W	23.71'	L58	S 21°02'52" E	0.83'
L68	S 50°56'33" W	14.32'	L59	S 68°59'23" W	5.83'
L69	N 39°03'27" W	6.83'	L60	S 21°00'05" E	2.50'
L70	N 50°56'33" E	13.00'	L61	N 21°00'05" W	22.36'
L71	S 39°03'27" E	6.83'	L62	S 17°58'24" W	1.25'
L72	S 50°56'33" W	33.36'	L63	S 68°24'43" E	0.21'
L73	N 39°03'27" W	2.50'	L64	N 30°09'04" E	9.00'
L74	N 50°56'44" E	26.01'	L65	N 72°01'36" W	0.68'
L75	S 39°01'35" E	11.12'	L66	N 17°58'24" E	1.37'
L76	S 50°56'33" W	5.38'	L67	N 21°00'05" W	16.05'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C6	19.07'	31.12'	35°08'28"	18.77'	N 82°15'46" E
C7	28.06'	64.28'	25°00'24"	27.83'	S 88°48'46" W
C8	34.36'	19.98'	98°33'47"	30.29'	N 70°52'11" E
C9	18.34'	10.98'	95°39'39"	16.28'	N 72°19'14" E
C10	20.91'	29.52'	40°35'07"	20.48'	S 21°00'05" E

Tiara Telluride LLC
 450 South Old Dixie Highway
 Suite B, Jupiter, FL 33458

October 17, 2022

PROJECT NUMBER
 21062

EXISTING CONDITIONS IMPROVEMENTS SURVEY Lot 109R Town of Mountain Village

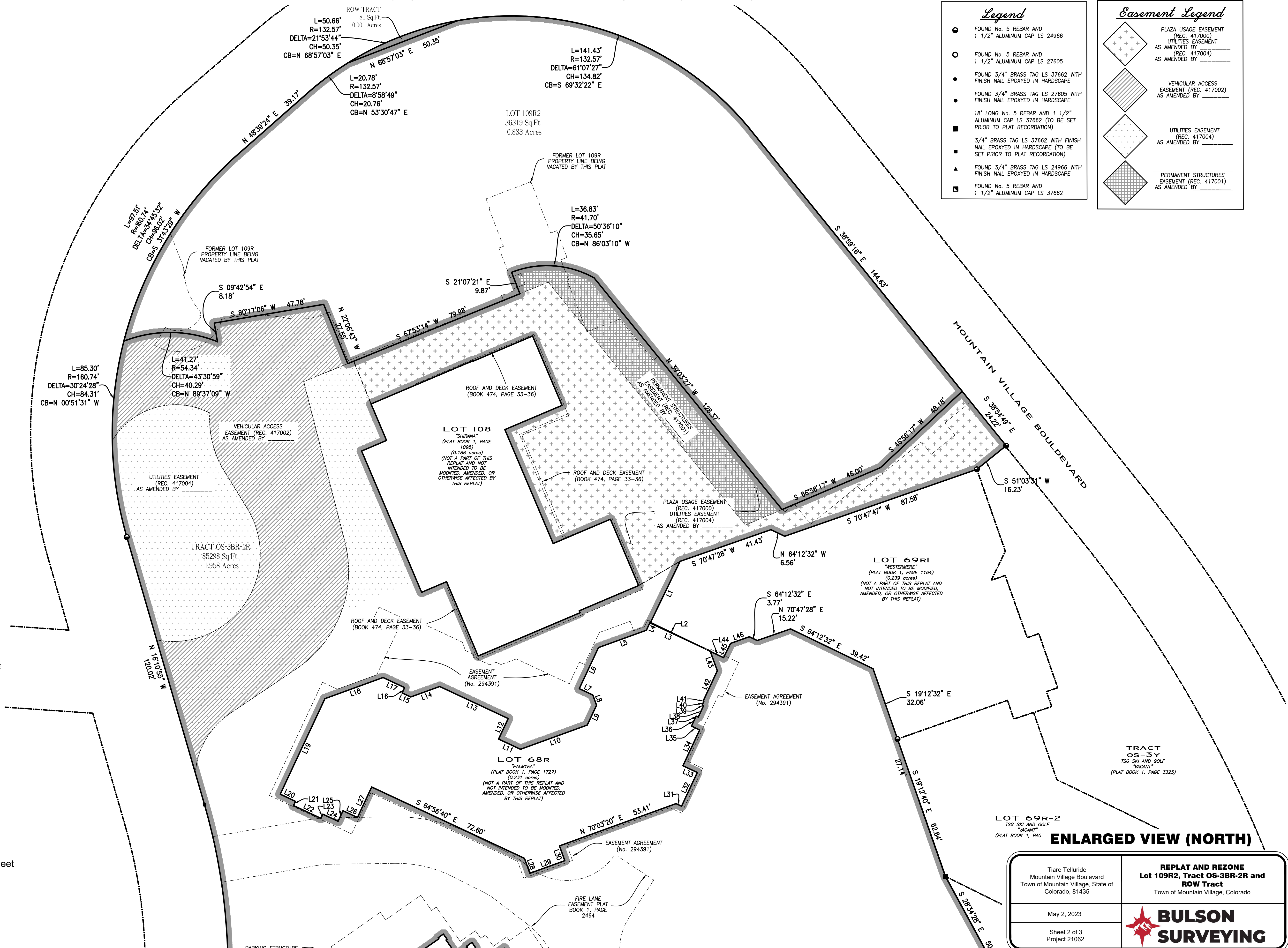
BULSON SURVEYING

REPLAT AND REZONE

Lot 109R2, Tract OS-3BR-2R and ROW Tract

A Subdivision of Tract OS-3BR-2 and Lot 109R, located within the NE 1/4 of Section 3, T.42N., R.9W. and the SE 1/4 of Section 34, T.42N., R.9W., N.M.P.M., lying within the Town of Mountain Village, County of San Miguel, State of Colorado

LINE	BEARING	LENGTH
L1	S 25°47'28" W	29.22'
L2	N 64°12'32" W	24.20'
L3	N 64°56'40" W	24.39'
L4	S 25°03'20" W	3.48'
L5	S 70°03'20" W	21.96'
L6	S 25°03'20" W	19.52'
L7	S 64°56'40" E	6.43'
L8	S 19°56'40" E	4.69'
L9	S 25°03'20" W	9.44'
L10	S 70°03'20" W	30.55'
L11	N 64°56'40" W	10.41'
L12	N 25°03'20" E	9.75'
L13	N 64°56'40" W	32.56'
L14	S 70°03'20" W	13.23'
L15	N 64°56'40" W	4.12'
L16	N 25°03'20" E	2.53'
L17	N 64°56'40" W	10.25'
L18	S 70°03'20" W	26.63'
L19	S 25°03'20" W	45.43'
L20	S 64°56'40" E	7.26'
L21	S 25°03'20" W	2.00'
L22	S 64°56'40" E	13.00'
L23	N 25°03'20" E	2.00'
L24	S 64°56'40" E	7.25'
L25	N 25°03'20" E	5.00'
L26	S 64°56'40" E	6.84'
L27	N 25°03'20" E	14.50'
L28	S 19°56'40" E	6.85'
L29	N 70°03'20" E	16.00'
L30	N 19°56'40" W	6.75'
L31	S 64°56'40" E	2.61'
L32	N 25°03'20" E	16.00'
L33	N 64°56'40" W	6.83'
L34	N 25°03'20" E	17.03'
L35	N 64°56'40" W	3.92'
L36	N 25°03'20" E	4.76'
L37	S 64°56'40" E	1.01'
L38	N 25°03'20" E	5.40'
L39	N 64°56'40" W	0.68'
L40	N 25°03'20" E	1.78'
L41	N 64°56'40" W	0.33'
L42	N 25°03'20" E	14.37'
L43	N 19°56'40" W	8.93'
L44	S 64°12'32" E	6.39'
L45	N 25°47'28" E	6.86'
L46	N 70°27'23" E	8.58'

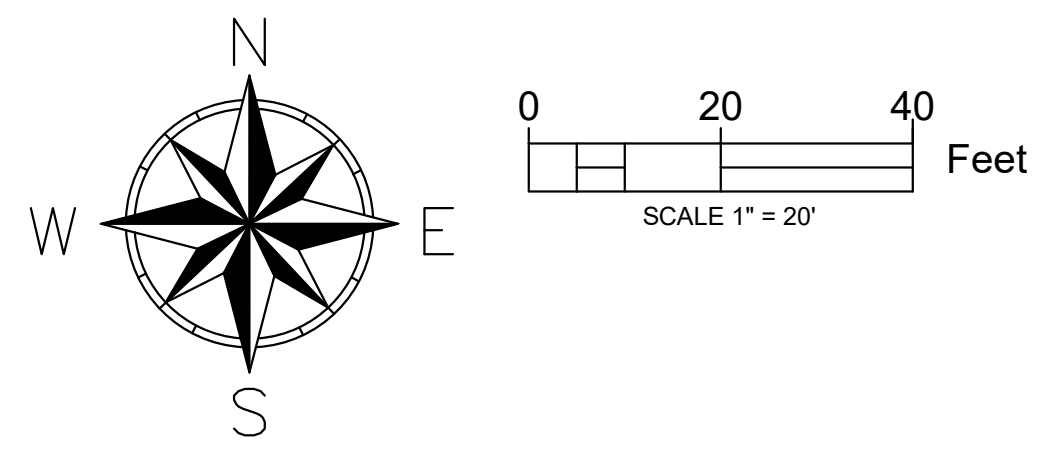


Legend

- FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 24966
- FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 27605
- FOUND 3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE
- FOUND 3/4" BRASS TAG LS 27605 WITH FINISH NAIL EPOXYED IN HARDSCAPE
- 18" LONG No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662 (TO BE SET PRIOR TO PLAT RECORDATION)
- 3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE (TO BE SET PRIOR TO PLAT RECORDATION)
- ▲ FOUND 3/4" BRASS TAG LS 24966 WITH FINISH NAIL EPOXYED IN HARDSCAPE
- FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662

Easement Legend

- ◆ PLAZA USAGE EASEMENT (REC. 417000) UTILITIES EASEMENT AS AMENDED BY (REC. 417004) AS AMENDED BY _____
- ▨ VEHICULAR ACCESS EASEMENT (REC. 417002) AS AMENDED BY _____
- ◆ UTILITIES EASEMENT (REC. 417004) AS AMENDED BY _____
- ▨ PERMANENT STRUCTURES EASEMENT (REC. 417001) AS AMENDED BY _____



ENLARGED VIEW (NORTH)

Tiare Telluride Mountain Village Boulevard Town of Mountain Village, State of Colorado, 81435	REPLAT AND REZONE Lot 109R2, Tract OS-3BR-2R and ROW Tract Town of Mountain Village, Colorado
May 2, 2023	BULSON SURVEYING
Sheet 2 of 3 Project 21062	

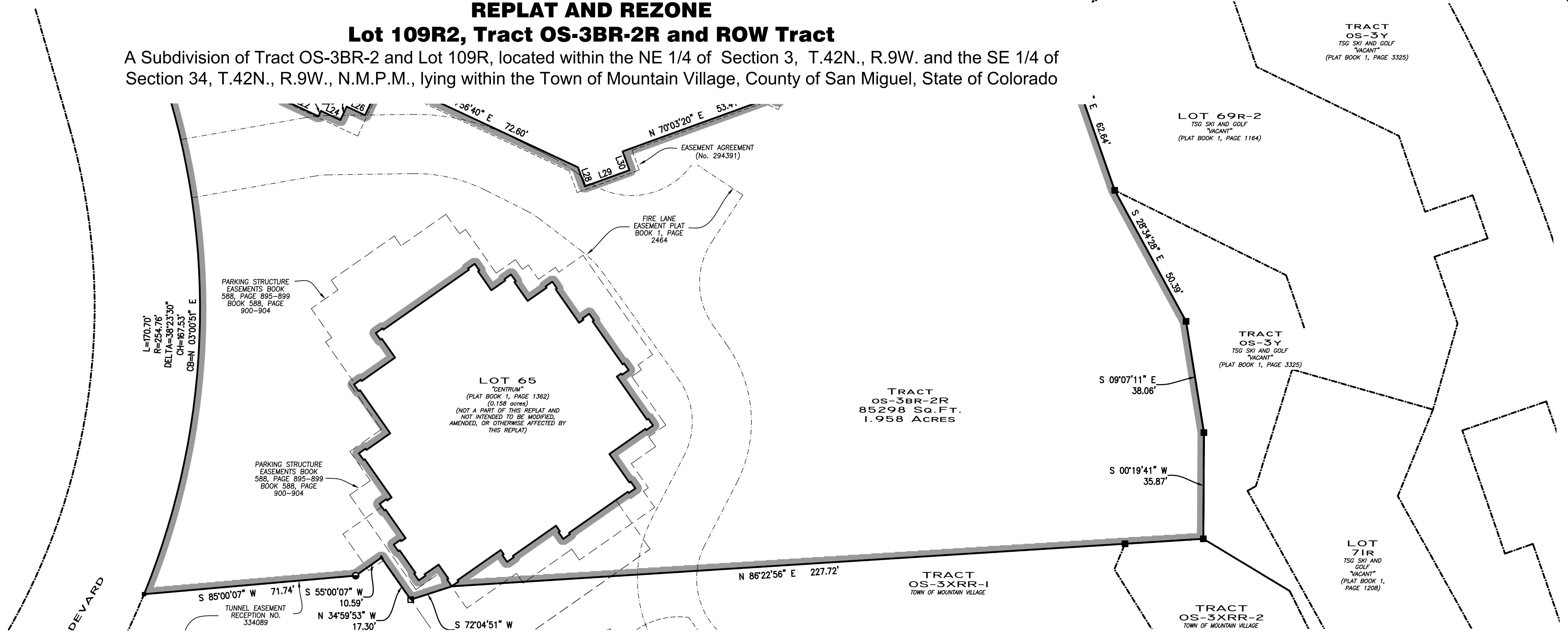
C:\Users\daveb\Bulson Surveying Jobs (Complete)\Jobs 2021\21062\Replat Existing OS Configuration 04272023.dwg, 4/30/2023 1:40:06 PM, DWG to PDF.pc3

REPLAT AND REZONE

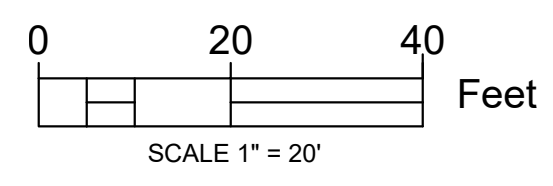
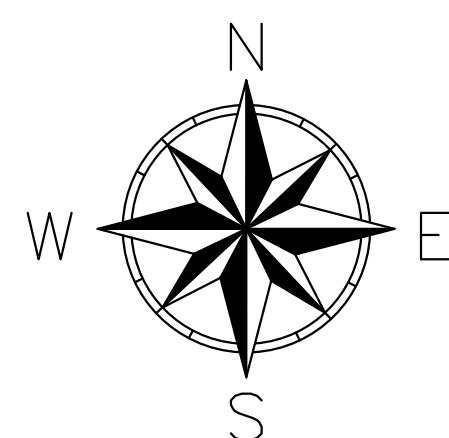
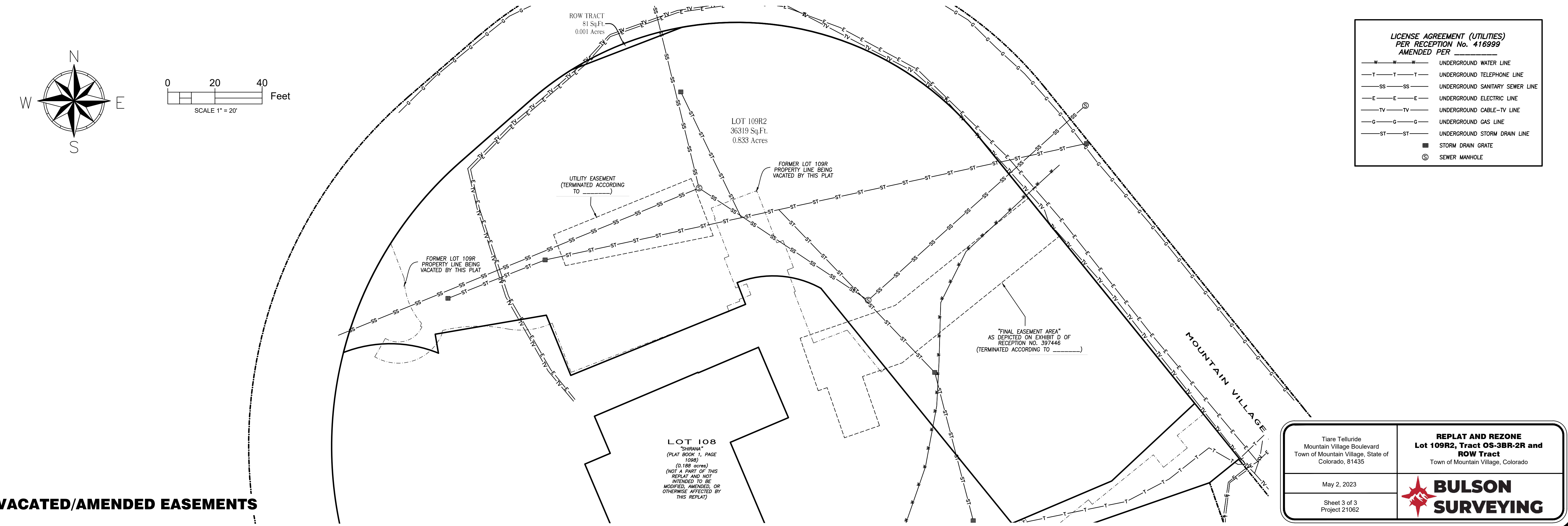
Lot 109R2, Tract OS-3BR-2R and ROW Tract

A Subdivision of Tract OS-3BR-2 and Lot 109R, located within the NE 1/4 of Section 3, T.42N., R.9W. and the SE 1/4 of Section 34, T.42N., R.9W., N.M.P.M., lying within the Town of Mountain Village, County of San Miguel, State of Colorado

Legend	
●	FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 24966
○	FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 27605
●	FOUND 3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE
●	FOUND 3/4" BRASS TAG LS 27605 WITH FINISH NAIL EPOXYED IN HARDSCAPE
■	18" LONG No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662 (TO BE SET PRIOR TO PLAT RECORDATION)
■	3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE (TO BE SET PRIOR TO PLAT RECORDATION)
▲	FOUND 3/4" BRASS TAG LS 24966 WITH FINISH NAIL EPOXYED IN HARDSCAPE
■	FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662



ENLARGED VIEW (SOUTH)



LICENSE AGREEMENT (UTILITIES) PER RECEPTION No. 416999 AMENDED PER	
—W—W—W—	UNDERGROUND WATER LINE
—T—T—T—	UNDERGROUND TELEPHONE LINE
—SS—SS—SS—	UNDERGROUND SANITARY SEWER LINE
—E—E—E—	UNDERGROUND ELECTRIC LINE
—TV—TV—TV—	UNDERGROUND CABLE-TV LINE
—G—G—G—	UNDERGROUND GAS LINE
—ST—ST—ST—	UNDERGROUND STORM DRAIN LINE
■	STORM DRAIN GRATE
⊙	SEWER MANHOLE

VACATED/AMENDED EASEMENTS

Tiare Telluride Mountain Village Boulevard Town of Mountain Village, State of Colorado, 81435	REPLAT AND REZONE Lot 109R2, Tract OS-3BR-2R and ROW Tract Town of Mountain Village, Colorado
May 2, 2023	BULSON SURVEYING
Sheet 3 of 3 Project 21062	

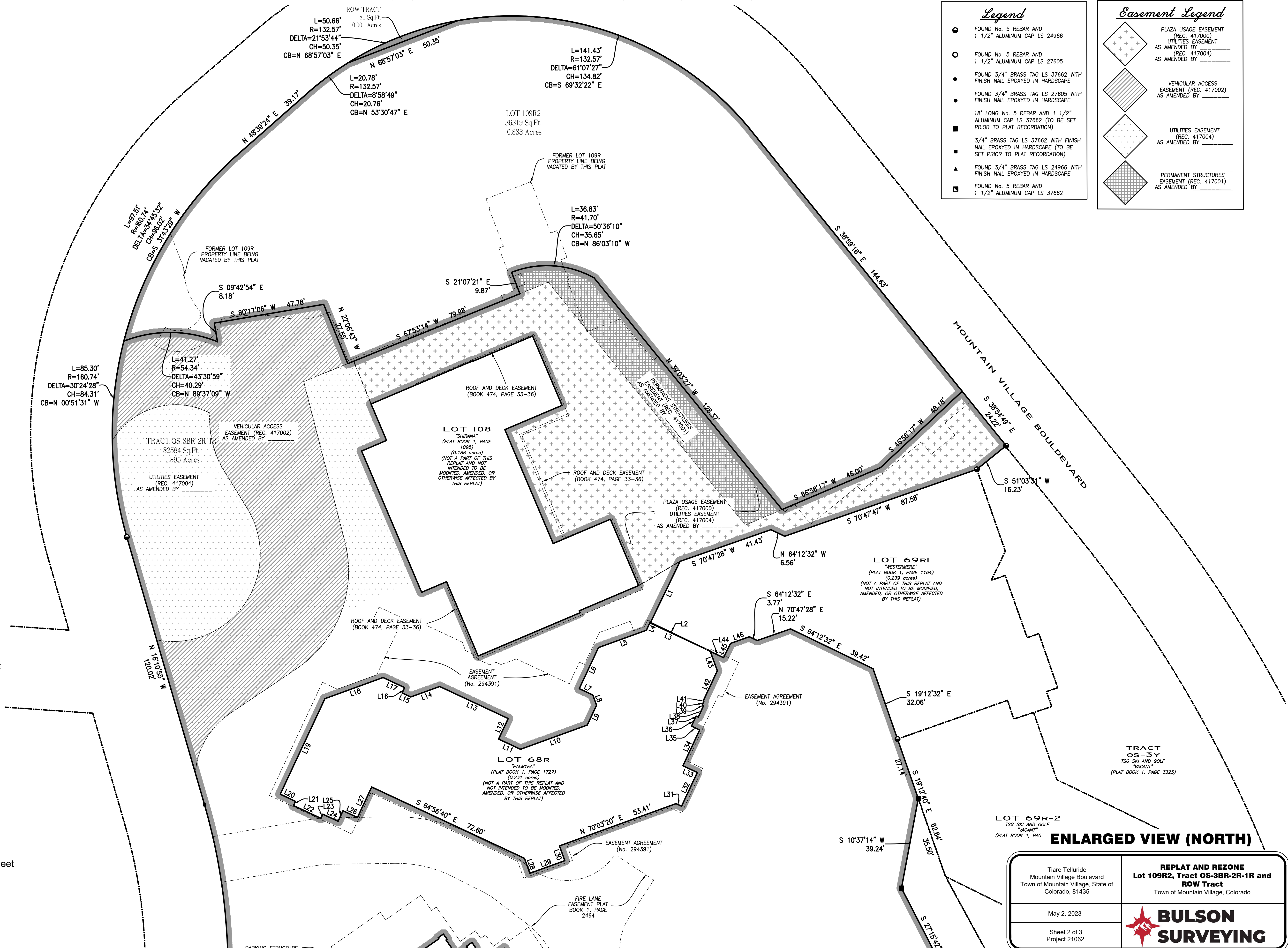
C:\Users\jared\Bulson Surveying\Dropbox\Bulson Surveying\Jobs (Complete)\Jobs_2021\21062\Replat\Replat Existing OS Configuration 04272023.dwg, 4/30/2023 1:42:27 PM, DWG to PDF.pc3

REPLAT AND REZONE

Lot 109R2, Tract OS-3BR-2R-1R and ROW Tract

A Subdivision of Tract OS-3BR-2R-1 and Lot 109R, located within the NE 1/4 of Section 3, T.42N., R.9W. and the SE 1/4 of Section 34, T.42N., R.9W., N.M.P.M., lying within the Town of Mountain Village, County of San Miguel, State of Colorado

LINE	BEARING	LENGTH
L1	S 25°47'28" W	29.22'
L2	N 64°12'32" W	24.20'
L3	N 64°56'40" W	24.39'
L4	S 25°03'20" W	3.48'
L5	S 70°03'20" W	21.96'
L6	S 25°03'20" W	19.52'
L7	S 64°56'40" E	6.43'
L8	S 19°56'40" E	4.69'
L9	S 25°03'20" W	9.44'
L10	S 70°03'20" W	30.55'
L11	N 64°56'40" W	10.41'
L12	N 25°03'20" E	9.75'
L13	N 64°56'40" W	32.56'
L14	S 70°03'20" W	13.23'
L15	N 64°56'40" W	4.12'
L16	N 25°03'20" E	2.53'
L17	N 64°56'40" W	10.25'
L18	S 70°03'20" W	26.63'
L19	S 25°03'20" W	45.43'
L20	S 64°56'40" E	7.26'
L21	S 25°03'20" W	2.00'
L22	S 64°56'40" E	13.00'
L23	N 25°03'20" E	2.00'
L24	S 64°56'40" E	7.25'
L25	N 25°03'20" E	5.00'
L26	S 64°56'40" E	6.84'
L27	N 25°03'20" E	14.50'
L28	S 19°56'40" E	6.65'
L29	N 70°03'20" E	16.00'
L30	N 19°56'40" W	6.75'
L31	S 64°56'40" E	2.61'
L32	N 25°03'20" E	16.00'
L33	N 64°56'40" W	6.83'
L34	N 25°03'20" E	17.03'
L35	N 64°56'40" W	3.92'
L36	N 25°03'20" E	4.76'
L37	S 64°56'40" E	1.01'
L38	N 25°03'20" E	5.40'
L39	N 64°56'40" W	0.68'
L40	N 25°03'20" E	1.78'
L41	N 64°56'40" W	0.33'
L42	N 25°03'20" E	14.37'
L43	N 19°56'40" W	8.93'
L44	S 64°12'32" E	6.39'
L45	N 25°47'28" E	6.86'
L46	N 70°27'23" E	8.58'



Legend

- FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 24966
- FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 27605
- FOUND 3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE
- FOUND 3/4" BRASS TAG LS 27605 WITH FINISH NAIL EPOXYED IN HARDSCAPE
- 18" LONG No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662 (TO BE SET PRIOR TO PLAT RECORDATION)
- 3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE (TO BE SET PRIOR TO PLAT RECORDATION)
- ▲ FOUND 3/4" BRASS TAG LS 24966 WITH FINISH NAIL EPOXYED IN HARDSCAPE
- FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662

Easement Legend

- ◆ PLAZA USAGE EASEMENT (REC. 417000) UTILITIES EASEMENT AS AMENDED BY (REC. 417004) AS AMENDED BY _____
- ◆ VEHICULAR ACCESS EASEMENT (REC. 417002) AS AMENDED BY _____
- ◆ UTILITIES EASEMENT (REC. 417004) AS AMENDED BY _____
- ◆ PERMANENT STRUCTURES EASEMENT (REC. 417001) AS AMENDED BY _____

ENLARGED VIEW (NORTH)

Tiare Telluride Mountain Village Boulevard Town of Mountain Village, State of Colorado, 81435	REPLAT AND REZONE Lot 109R2, Tract OS-3BR-2R-1R and ROW Tract Town of Mountain Village, Colorado
May 2, 2023	BULSON SURVEYING
Sheet 2 of 3 Project 21062	

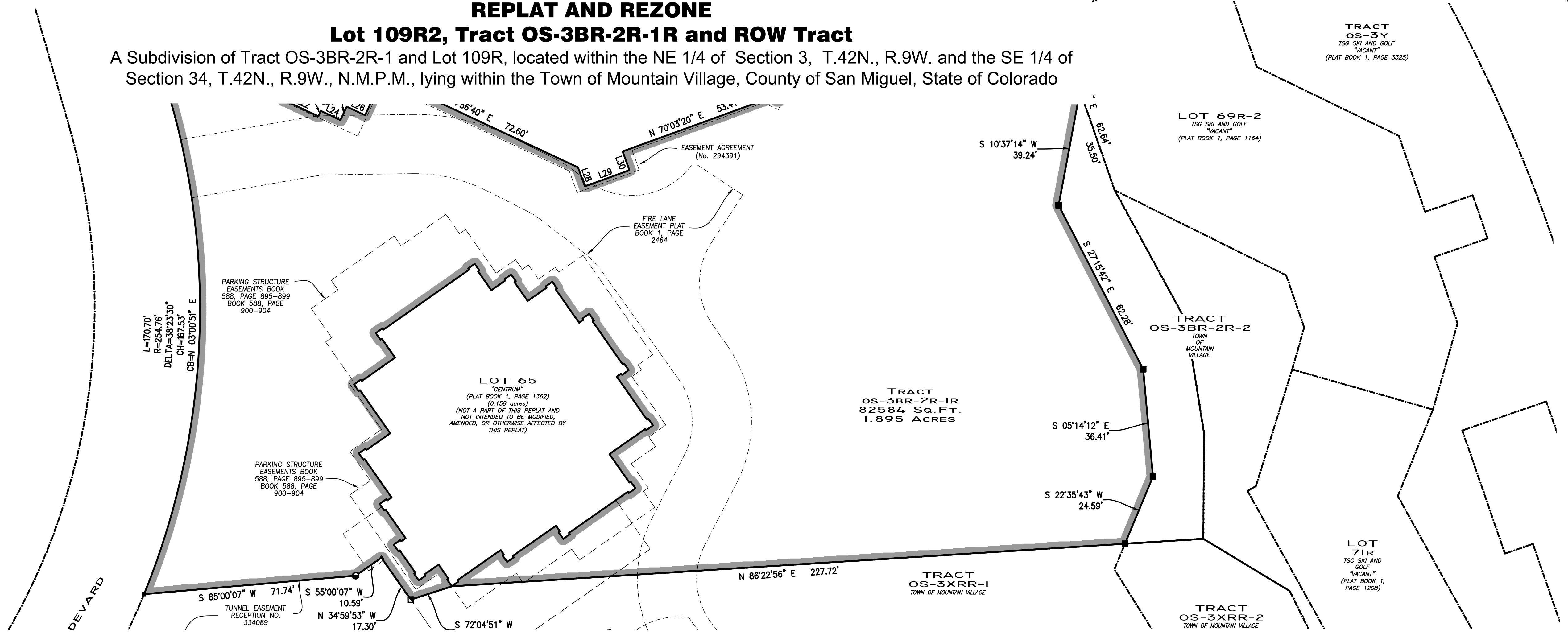
C:\Users\daveb\Bulson Surveying Jobs (Complete)\Jobs 2021\21062\Replat Revised OS Configuration 04272023.dwg, 4/30/2023 12:56:45 PM, DWG To PDF.pc3

REPLAT AND REZONE

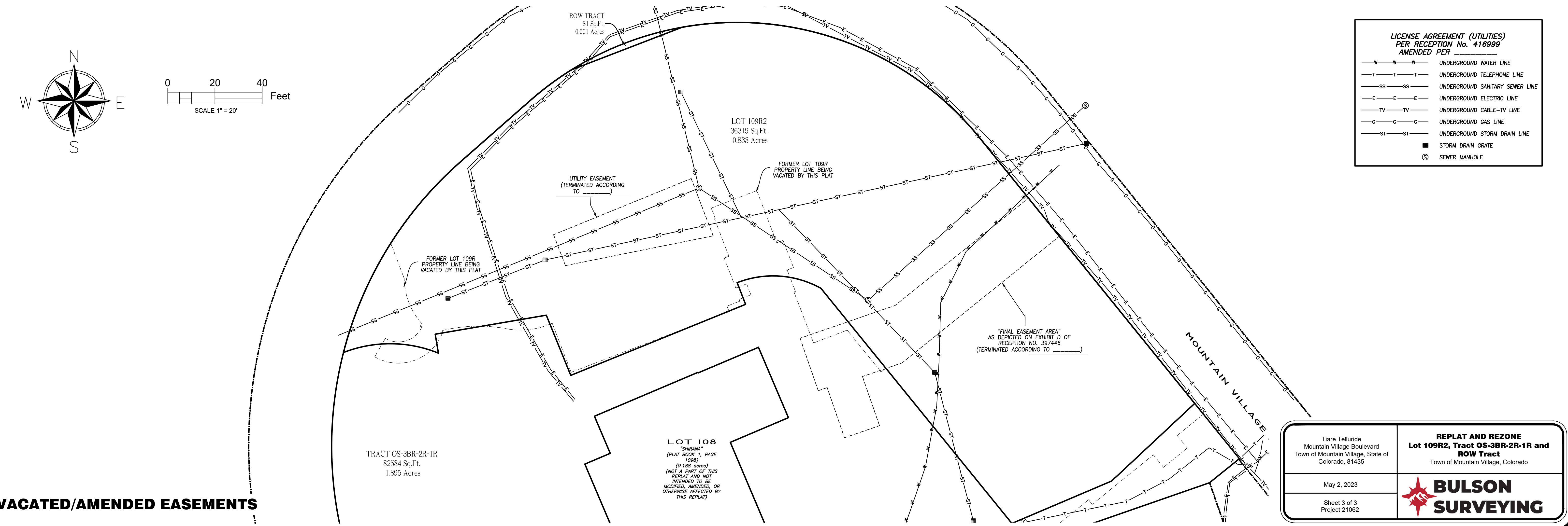
Lot 109R2, Tract OS-3BR-2R-1R and ROW Tract

A Subdivision of Tract OS-3BR-2R-1 and Lot 109R, located within the NE 1/4 of Section 3, T.42N., R.9W. and the SE 1/4 of Section 34, T.42N., R.9W., N.M.P.M., lying within the Town of Mountain Village, County of San Miguel, State of Colorado

Legend	
●	FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 24966
○	FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 27605
●	FOUND 3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE
●	FOUND 3/4" BRASS TAG LS 27605 WITH FINISH NAIL EPOXYED IN HARDSCAPE
■	18" LONG No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662 (TO BE SET PRIOR TO PLAT RECORDATION)
■	3/4" BRASS TAG LS 37662 WITH FINISH NAIL EPOXYED IN HARDSCAPE (TO BE SET PRIOR TO PLAT RECORDATION)
▲	FOUND 3/4" BRASS TAG LS 24966 WITH FINISH NAIL EPOXYED IN HARDSCAPE
■	FOUND No. 5 REBAR AND 1 1/2" ALUMINUM CAP LS 37662



ENLARGED VIEW (SOUTH)



VACATED/AMENDED EASEMENTS

Tiare Telluride Mountain Village Boulevard Town of Mountain Village, State of Colorado, 81435	REPLAT AND REZONE Lot 109R2, Tract OS-3BR-2R-1R and ROW Tract Town of Mountain Village, Colorado
May 2, 2023	
Sheet 3 of 3 Project 21062	

C:\Users\jared\Bulson Surveying\Dropbox\Bulson Surveying\Jobs (Complete)\Jobs 2021\21062\Replat\Revised OS Configuration\CAZT2023.dwg, 4/30/2023 12:46:07 PM, DWG To PDF v3

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, REZONING CERTAIN PORTIONS OF SITE SPECIFIC PUD LOT 109R TO ACTIVE OPEN SPACE VILLAGE CENTER AND PORTIONS OF ACTIVE OPEN SPACE VILLAGE CENTER TO SITE SPECIFIC PUD LOT 109R, AND A SMALL PORTION OF SITE SPECIFIC PUD LOT 109R TO ACTIVE OPEN RIGHT OF WAY

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 “Town Contributed Property”) and the Developer would convey portions of the current Lot 109R also described in Exhibit A to become part of the Town Property (the “Replacement Town Property”) and a small portion of lot 109R to become part of the existing Mountain Village Boulevard right of way, (the Town Property and the Replacement Town Property combined may be referred to herein as the “Town Open Space Property”); and

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

WHEREAS, this Ordinance is contingent upon the Town Council’s approval of a Major Subdivision Application by resolution to be considered simultaneously with second reading of this Ordinance to create the Town Open Space Property as a legal parcel and the transfer ownership of the Replacement Town Property to the Town; and

WHEREAS, the Developer has applied to rezone the Town Open Space Property as active open space, village center, portion of active open space village center to site specific PUD lot 109R, and a small portion of Lot 109R to active open space right of way (“Rezoning Application”) in connection with its application for approval of a Major PUD Amendment for the remainder of Lot 109R, including parcels to be conveyed by the Town to the Developer, which is being considered simultaneously with this Ordinance (the “Major PUD Amendment Application”); and

WHEREAS, the DRB held public hearings regarding the Major PUD Amendment Application, which included the proposal to transfer and rezone certain portions of Lot 109R into active open space, village center, 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 the PUD Ordinance on first reading at its regular meetings on June 16, 2022 and August 18, 2022, and 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 the PUD 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, as well as approval of the required rezoning outlined in this Ordinance; and

WHEREAS, the Town Council has considered the Rezoning Application, the DRB's recommendations, and testimony and comments from the Developer, Town staff, and members of the public at a public meeting on June 15, 2023, continued the matter to August 17, 2023, and considered additional evidence at a duly-noticed public meeting on August 17, 2023; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.9.C.3 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:

1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan. (Because the Major PUD Amendment Application was submitted before November 1, 2022, the 2011 version of the Comprehensive Plan applies);
2. The proposed rezoning is consistent with the Zoning and Land Use Regulations;
3. The proposed rezoning meets the Comprehensive Plan project standards (CDC section 17.4.12(H));
4. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
5. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;
6. Adequate public facilities and services are available to serve the intended land uses;
7. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
8. The proposed rezoning meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approve the Rezoning 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 Rezoning Application, subject to the conditions set forth below. All exhibits to this Ordinance are available for inspection at the Town Clerk's Office. The Town Council specifically approves the following rezoning:

Break Down of land to be added to OS-3BR-2 and to 109R from OS-BR-2

Existing Lot/Tract Name	Current Zoning	Current Size (sq.ft.)
Lot 109R	PUD	35980
Tract OS-3BR-2R-1	AOS Village Center	83004

Approximate Before and After Lot Areas

New Lot/Tract Name	New Zoning	Proposed Size (sq.ft.)	Net Change (sq.ft.)
Lot 109R2	PUD	36319	339 INCREASE
Tract OS-3BR-2R-1R	AOS Village Center	82584	420 DECREASE
ROW Tract	AOS Right of Way	81	81 INCREASE

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

3.1. The Town Council must separately approve the Major Subdivision Application, which concerns the re-subdivision of Lot 109R and OS-2BR-2.

3.2. All conditions of approval of the Major Subdivision Application as set forth in Resolution 2023-__ (“Subdivision Approval”) are incorporated as conditions of this approval.

3.3. The land swap involving the Town Contributed Property and Replacement Town Property must be completed as provided by the Amended and Restated Development Agreement.

3.4. The approved rezone, further described on the Replat/Rezone attached hereto as Exhibit C, shall be shown on a map reflecting the new zoning and associated boundaries, to be provided with second reading of this Ordinance as required by the CDC. The precise boundaries of each zone district shall conform to the approved final plat being considered as part of the Major Subdivision Application.

3.5. The rezoning created hereby shall not become effective until the Effective Date of this Ordinance.

3.6. Town staff shall update the Town's Official Zoning Map to reflect the changes made by this Ordinance as soon as practicable after the Effective Date.

3.7. The Town and Developer shall enter into the Amended and Restated Development Agreement approved by the PUD Ordinance. The Town Manager is authorized to approve the final version of the Development Agreement and, upon such approval, the Development Agreement and all related

documents necessary to effectuate the intent of this Ordinance may be executed by the Town Manager, Director of Community Development, Mayor, and Town Clerk, as appropriate or necessary.

3.8 All representations of the Developer, whether within Rezoning or Subdivision Applications submittal materials or at the DRB or Town Council public hearings after December 1, 2022, are conditions of this approval.

3.9 The final designation of the Replacement Town Property will either be OS-3BR-2R or OS-3BR-2R-1R, depending on whether the pending resubdivision application of OS-3BR-2 by the Lot 161CR owner is completed and recorded prior to the recording of the plat approved pursuant to the Major Subdivision Application. References herein to OS-3BR-2 include OS-3BR-2R and OS-3BR-2R-1R, as appropriate.

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 _____, 2023 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 7. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado this 17th day of August, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 26th day of June, 20223.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, 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 _____, 2023, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain

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 June 26, 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

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 Rezoning Application Materials]

Exhibit C

[Approved Rezone Exhibit]

Attachment 4. SGM Engineering Comments

DRAFT

E-mail: chadh@sgm-inc.com

May 26, 2023

To: Michelle Haynes, MPA
Assistant Town Manager

From: Chad Hill
Project Manager

RE: Engineering Review Comments Regarding Lot 109R

Dear Michelle,

SGM has reviewed the plans relative to utility, site, storm drainage, and traffic/circulation contained in the Council First Reading package dated May 2, 2023.

Please note that that the review was to provide input regarding the conceptual plans and was not engineering quality control review of the conceptual design. Review of final design details is still required.

Summary

Overall, the plans are still at the conceptual stage and there are many design details yet to be fully developed. Review is consequently limited to a conceptual nature.

The following is a summary of items needed before issuing a building permit.

- Plan and profiles of the storm drain system.
- Further evaluation of the routing of the storm drain and sewer under the building.
- Utility design details, connections, and plans for all utility (electric, gas, water, sewer, and storm drain) switchovers to avoid interruptions.
- Drainage report.
- Road plan and profiles and sections.
- Final design drawing and specifications for the entire project for review and approval.

Comments regarding the summary are provided below.

Drainage Report

1. A drainage report is needed to take the conceptual civil drain design to the final design level by the Consultant. Please note that the offsite and all onsite drainage must be addressed within the report and meet current drainage standards and regional best practices.
2. SGM will then review the report and provide review comments or recommend approval.

Site and Utilities

General

1. Detailed design was not submitted.
2. Final plans must also address ADA compliance.

Sheets C2.1- C3.1

1. Access to Back of House and Porte Cachere areas and garage ramps.
 - a. Maintain 1-4% cross slopes on access.
 - b. The plans generally lack slope information for the parking structure. Typical level transition ramp slopes should be 5%-6% per the International Parking and Mobility Institute standards.
 - i. The access to the G2 (Public) parking garage entry is shown at 9.78%, to the structure face. The plan lacks additional information for this area at the gate immediately inside the structure and beyond.
 - ii. The access to the G1A (Hotel) parking garage entry is shown at 6%. The plan lacks additional information for this area at the gate immediately inside the structure and beyond.
 - iii. Parking structure internal connectivity and access grade is unclear per A-1.00-A1.03 (pp42-45). Structure levels appear to be connected by two car elevators.
2. It is understood that the Town is working with the developer regarding easements and setbacks.
3. The water, sewer, and storm drain realignments are acceptable with additional requirements as noted in item 5 below. The Town reported that rerouting of the electrical and gas services has been coordinated with SMPA and BHE.
4. The sewer and storm drain services cannot be interrupted so temporary facilities must be in place prior to utility switch over.
5. The storm drain and sewer, where routed under the building, are required to be ductile iron pipe and concrete encased. Alternatives to route these services outside the building should be evaluated. If the pipes must remain routed under the building, evaluate moving the manholes outside the building in the event of surcharging. If the manholes are located in the garage then sealed manhole lids should be utilized.
6. Roof and area drains shall not be connected to sanitary sewer.
7. Is an oil and grease trap planned in the parking area?
8. Both the storm drain and sewer systems should be hydraulically modeled to determine pipe sizing and establish other related design criteria.
9. Pipes routed under retaining walls must be encased in concrete.
10. Pipes routed under structures must consider building loads, swell and differential settlement.
11. The final design drawing and specification documents are to be provided for review by the Town prior to initiation of any construction or material orders.
12. There is insufficient information to review roof drain piping system.
13. Because no set back from lot line is provided, street plowing will place snow against the building. The facility design should accommodate the side load and related potential damage.

Sheet L2.02

14. The snow melt coverage for public areas are acceptable.

Storm Water Drainage

1. Detailed design was not submitted.
2. The storm drainage concept presented is consistent with SGMs' conversation with the Consultant and, once technically validated, could provide the needed stormwater management to address this "infill" project. Storm drain routed under the building is not preferred. The Consultant will need to work with the TMV staff to determine what maintenance access requirements would allow this concept.

Traffic and Circulation

LSC Traffic Memo dated 4/28/23

1. At the Back of House / Trash /G2 (Public) parking area.
 - a. Provide Autoturn exhibit matching current Civil linework and revise the modeling to address the following.
 - i. Refine the Public Bus Autoturn model to remain in roadway rather than cutting across sidewalk and / or curb ramp areas.
 - ii. Consider providing a narrower ingress that accommodates the Public Bus model and provides a mountable curb or 2" curb lip on the south radius with reinforced colored concrete to accommodate the tracking of the rear wheels of the WB-50 design vehicle. This would further inhibit passenger vehicle egress at this location due to deficient sight distance.
 - b. Provide signage and wayfinding plan, specifically addressing.
 - i. Existing building garage access(es)
 - ii. Commercial / Bus only ingress access (Do Not Enter, east side)
 - iii. Primary vehicle access (Stop, WB egress)
 - iv. General wayfinding signage for Public parking, Porte Cachere / check-in, Delivery, Transit, and Trash pick-up.
2. At the Porte Cachere area
 - a. Define circulation considering.
 - i. Sunny Ridge Place intersection location and existing and proposed traffic volumes
 - ii. Parking structure access
 - b. Provide sight distance analysis for egress movement.
 - c. Provide Autoturn exhibit matching current Civil linework using passenger design vehicle.
3. Provide updated Estimated Trip Generation considering the split between the Back of House and Porte Cachere areas, including existing trips in those locations.
4. Detailed design of road plan, profile and sections was not submitted for review.

This concludes SGM's review comments for this submittal. Future submittal with final design details is expected. Please feel free to contact me with any questions, thoughts, or comments on this review.

Sincerely,

SGM

Chad Hill
Project Manager



To all it may concern:

The Telluride Regional Medical Center provides comprehensive primary care and 24/7 Emergency services to all that live in and visit our community. We are dedicated to the mission of providing affordable, exceptional medical care that improves the health and quality of life for those in our community.

As a result of rising costs to provide these necessary services coupled with decreasing reimbursement, we are faced with a situation where we need your help. In the past 4 years, we have seen the costs of medical supplies, equipment, and staffing rise dramatically, while reimbursement from health insurance providers generally has decreased or become non-existent. This is a trend that has been seen in many facets of the healthcare industry, and it has had devastating effects, particularly in the delivery of rural healthcare. The Telluride Regional Medical Center (TRMC) is unfortunately no exception. Many of the services that are necessary to provide 24/7 Emergency care are under-reimbursed or not reimbursed at all due to the designation that our current location demands. Our lack of a hospital designation has resulted in our inability to charge and be paid for the many services we provide in this isolated and remote location.

As an example, the cost of the lifesaving medication, Epinephrine, has risen more than 450% in the past 3 years. This is a necessary medicine to have on hand for severe allergic reactions or cardiac arrest, yet it oftentimes expires before it is used and therefore, we are not reimbursed for this cost. There are dozens of other drugs with similar profiles. In addition, the medication alteplase, the time-sensitive clot-busting medication used for acute stroke, has a cost to us of over \$8500 per dose, yet Medicare only reimburses \$5100 each time we give it. In large health systems, this is just the cost of doing business. At TRMC, these are examples of the mismatch that is crippling our bottom line.

Additionally, staffing costs have risen as a result of the pandemic. With a limited pool of candidates to fill specialized roles of providers, nurses, lab and radiology technologists, and the like, we are challenged to pay competitive wages compared to the surrounding communities. Coupled with our lack of affordable housing options, this has led to costly turnover in staff at all levels of the organization.

As a result of these and other scenarios, we realized an operational loss of more than \$1.4 million in 2022 and we are forecasting a slightly higher loss in 2023. In order to maintain our current level of services, The Telluride Hospital District Board of Directors has determined that we need to seek an increase in our mill levy support, and we will consider taking this issue to the voters in November of 2023. We are confident that our electorate will see the value that our medical center brings to our community, and they will invest in our future sustainability.

However, we are faced with a shortfall that needs immediate attention. We have sought funding from state and federal agencies/grants, we are leaning heavily on our foundation



and philanthropic sources, we will draw on established lines of credit, but we are still faced with a deficit until we can see the income from a successful ballot initiative this fall. We are asking our community partners to help us meet our payroll/overhead needs now to bridge us to initial mill levy dollars in March of 2024. We are asking for \$500,000 each from San Miguel County, Telluride Mountain Village Owners Association, Town of Mountain Village, and Town of Telluride. As community partners and associations that rely on our existence to provide their services to the local and visiting community, we are hopeful that you will see the value.

We look forward to the opportunity to provide you with more information and we thank you for your continued partnership in this community. As the saying goes, we are all in this together.

Sincerely,

The Telluride Hospital District Board of Directors

Paul Reich, Chair

Marc Cabrera, Vice Chair

Allison McClain, Secretary/Treasurer

Banks Brown

Chris Chaffin



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8235

TO: Town Council
FROM: Lauren Kirn, Environmental Efficiencies & Grant Coordinator
DATE: August 10, 2023
RE: Consideration of Approval of the San Miguel & Ouray County Regional Climate Action Plan

EXECUTIVE SUMMARY

Town staff are proposing to adopt the Ouray and San Miguel County Regional Climate Action Plan as a supplemental, advisory document to the Town of Mountain Village's Climate Action Plan. The adoption of the Regional Climate Action Plan will demonstrate solidarity and collaboration with the region, as well as a reinforcement of our commitment to reaching our Mountain Village-specific climate action goals, which align with the region's goals.

ATTACHMENTS

- EcoAction Partners' Memo Regarding the Adoption of Regional Climate Action Plan
- Proposed Resolution No. 2023-___ A Resolution of the Town Council of Mountain Village, Colorado Adopting a Regional Climate Action Plan
- San Miguel & Ouray County Regional Climate Action Plan

BACKGROUND INFORMATION

1. In 2020, the Town of Mountain Village published its Climate Action Plan (CAP). This CAP sets climate goals, including a goal of carbon neutrality by 2050, and establishes climate action strategies specific to Mountain Village.
2. In 2021, the Ouray and San Miguel County Regional Climate Action Plan was completed by EcoAction Partners and the Sneffels Energy Board. The Town of Mountain Village is an active member of the Sneffels Energy Board and participated in the development of the Regional Climate Action Plan. The Regional CAP sets greenhouse gas emissions targets for the region and serves as a roadmap for continued, collaborative, regional actions regarding climate change.
3. In 2023, the Regional Climate Action Plan was adopted by other Sneffels Energy Board members including the Town of Telluride and the Town of Ridgway. San Miguel County and Ouray County have also adopted the Plan.
4. The Town of Mountain Village is in the process of developing a Climate Action Roadmap that will serve as the implementation plan for the Town's Climate Action Plan. While they are Mountain Village-specific, these documents are in alignment with the Regional Climate Action Plan's greenhouse gas emissions reduction goals.
5. The Regional Climate Action Plan will serve as an advisory document and is not intended to revise, supersede, or replace the Town of Mountain Village's Climate Action Plan, forthcoming Climate Action Roadmap, or any provisions of the Mountain Village Municipal Code.
6. The adoption of the Regional Climate Action Plan does not have a financial impact.

STAFF RECOMMENDATION

Staff recommends adoption of the San Miguel and Ouray County Regional Climate Action Plan as



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8235

presented.

PROPOSED MOTION

I move to adopt the San Miguel & Ouray County Regional Climate Action Plan.



To: Town Mountain Village

From: EcoAction Partners

Date: April 25, 2023

Subject: Adoption of Regional Climate Action Plan

EcoAction Partners invites government members of the Sneffels Energy Board to formally adopt the regional Climate Action Plan. By doing so, governments will affirm their commitment to implementing environmentally sustainable actions applicable to their jurisdiction with the support of the Sneffels Energy Board and EcoAction Partners.

The Ouray and San Miguel County Regional Climate Action Plan was completed in 2021 by EcoAction Partners and Sneffels Energy Board. This plan sets the stage for the next decade of climate action across our region. It is located on EAP's website here: ecoactionpartners.org/cap

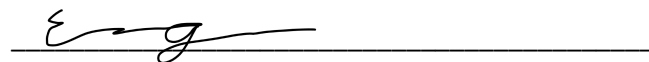
Successful implementation of the following 21 objectives and supporting actions across eight sectors will help our community continue to reduce our greenhouse gas emissions from our 2010 GHG emissions baseline, while we continue to see economic and population growth. We are looking ahead to goals of a 50% reduction in our GHG emissions by 2030 and a 90% reduction by 2050.

This plan will act as a roadmap for continued collaborative regional actions across the eight sectors of: Community Engagement & Policy, Energy Supply, Buildings, Transportation, Waste, Food, Water, and Land.

The plan is a regional community working document. Though specific entities, governments, organizations, and individuals might take the lead on certain actions, success will take deliberate partnership across our entire region. No one organization, department, or government is solely responsible for the execution of the actions listed in this CAP. This document will help guide intentional actions over the next 1-, 3-, 5-, and 10- years as we move towards a more sustainable future.

EcoAction Partners encourages the Town of Mountain Village to formally adopt the regional Climate Action Plan as an initial step toward creating a more resilient community for present and future generations.

Sincerely,



Emma Gerona: Executive Director, EcoAction Partners

355 W Colorado Ave, Telluride, CO 81435



www.ecoactionpartners.org



(970) 728-1340



info@ecoactionpartners.org

**A RESOLUTION OF THE TOWN COUNCIL
OF MOUNTAIN VILLAGE, COLORADO
ADOPTING A REGIONAL CLIMATE ACTION PLAN**

RESOLUTION NO. 2023-_____

WHEREAS, the Town of Mountain Village is a Colorado Home Rule Municipality operating under the authority of the Constitution and Statutes of the State of Colorado and the Town’s Home Rule Charter; and

WHEREAS, the Preamble to the Home Rule Charter provides goals including protecting the beauty of the natural surroundings of the Town and dealing with issues of growth, development and environmental awareness; and

WHEREAS, a nonprofit organization known as the Sneffels Energy Board, which includes representatives from Mountain Village as well as the towns of Telluride, Ophir, Norwood, Ridgway and the City of Ouray, among other representatives, has prepared a document entitled the San Miguel & Ouray County Regional Climate Action Plan (the “Regional Climate Action Plan”), a copy of which is on file with the Town Clerk; and

WHEREAS, the purposes of the Regional Climate Action Plan include establishing objectives and mechanisms to guide policy makers, organizations, businesses and individuals to reduce greenhouse gas emissions and to create a sustainable and thriving future; and

WHEREAS, the Town Council desires to adopt the Regional Climate Action Plan as a guiding document and to show its ongoing support for the Sneffels Energy Board and for the policies and guidelines set forth in the Ouray and San Miguel County Regional Climate Action Plan.

WHEREAS, a local government, a municipal and a regional Climate Action Plan is typical for most communities to aspire to adopt;

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

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

Section 2. Adoption of Climate Action Plan. The Town Council hereby approves and adopts the Regional Climate Action Plan as an advisory document to inform future policies and decisions of the Town. The Regional Climate Action Plan shall be read in the context of the Town of Mountain Village’s Climate Action Plan and other environmental policies of the Town and is not intended to revise, supersede or replace the Town of Mountain Village’s Climate Action Plan or any provisions of the Mountain Village Municipal Code.

ADOPTED AND APPROVED by the Town Council at a regular public meeting held on August 17, 2023.

TOWN OF MOUNTAIN VILLAGE

By: _____

Martinique Prohaska, President

ATTEST:

Susan Johnston, Town Clerk



SAN MIGUEL & OURAY COUNTY Regional Climate Action Plan

Presented by Sneffels Energy Board
Prepared by EcoAction Partners



Call to Action

San Miguel and Ouray County Residents and Visitors:

We are excited to present our regional collaborative Climate Action Plan in an effort to continue our regions' shared climate leadership. This document is meant to be a working roadmap to advance projects and programming that allow our communities to pursue economic, environmental, and socially beneficial solutions to reducing our greenhouse gas emissions.

Now more than ever we are experiencing the adverse effects of climate change on our community. Rising temperatures, a reduced snowpack, and an increased number of wildfires have all demonstrated the unprecedented risk that we are facing. This document is meant to be owned by the community. Success will come from the work of each of you. We all need to step up and demonstrate leadership by protecting the natural environment that makes our home so special.

In adopting this document, our region is re-establishing our commitment to igniting change through climate action and collaboration. We will champion local, state and federal policies that prioritize the health of our environment. We will create more inclusive planning and programming through increased community empowerment and engagement. We will work with SMPA as they move towards their goal of 80% renewable energy by 2030. We will demonstrate the power that local action can have on a broad scale by setting an example of collaborative and proactive climate actions. We recognize that local action can spark change and have a global impact.

This plan lays out our commitment to taking action across all greenhouse gas emissions sectors applicable to our region: community engagement and policy, energy supply, building energy use, transportation and aviation, waste, food, water, and land use. We are calling on you to take action with us.

Sneffels Energy Board,
Facilitated by EcoAction Partners



Table of Contents

■ Key Acronyms and Partners	4	■ Sector: Transportation & Aviation	39
■ Executive Summary	5	■ Sector: Waste + Material Use	45
■ Our Regional GHG Inventory	13	■ Sector: Food	50
■ Introduction to the Regional CAP	21	■ Sector: Water	52
■ Sector: Community Engagement & Policy	23	■ Sector: Land	56
■ Sector: Energy Supply	25	■ Acknowledgements	61
■ Sector: Building Energy Use	29	■ Appendix	62

Key Acronyms and Partners



Partners:

- BHE:** Black Hills Energy
- EAP:** EcoAction Partners
- ICLEI:** ICLEI Local Governments for Sustainability
- MTJ:** Montrose Regional Airport
- OC:** Ouray County
- PCI:** Pinhead Climate Institute
- ROCC:** Ridgway Ouray Community Council
- SEB:** Sneffels Energy Board
- SMC:** San Miguel County
- SMA:** Sheep Mountain Alliance
- SMART:** San Miguel Authority for Regional Transportation
- SMPA:** San Miguel Power Association
- TEX:** Telluride Regional Airport
- TI:** Telluride Institute
- TMV:** Town of Mountain Village
- Tri-State:** Tri-State Generation & Transmission
- WCU:** Western Colorado University
- WPL:** Wilkinson Public Library

Commissions, Committees & Boards:

- ACCO:** Association of Climate Change Officers
- AQCC:** Air Quality Control Commission
- CAST:** Colorado Association of Ski Town
- CC4CA:** Colorado Communities for Climate Action
- OSRC:** Ophir Self Reliance Committee
- OWC:** Ophir Water Commission
- RMCO:** Rocky Mountain Climate Organization

Programs:

- CARE:** Colorado Affordable Residential Energy Program
- PES:** Payment for Ecosystem Services
- REMP:** Renewable Energy Mitigation Program
- TEMP:** Telluride Energy Mitigation Program

Other:

- CAP:** Climate Action Plan
- CSA:** Community Supported Agriculture
- CSG:** Community Solar Generation
- DSM:** Demand Side Management
- EVs:** Electric Vehicles
- GHG:** Greenhouse Gas
- GPC:** Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, 12-8-2014
- IQ:** Income Qualified
- kWh:** Kilowatt-Hour
- LED:** Light Emitting Diode
- mtCO₂e:** Metric Tons of Carbon Dioxide Equivalent
- OHV:** Off Highway Vehicle
- PUC:** Public Utilities Commission
- PV:** Photovoltaic Solar
- RECs:** Renewable Energy Credits
- RV:** Recreational Vehicle
- SAF:** Sustainable Aviation Fuel
- WWTP:** Wastewater Treatment Plant

Executive Summary

The Ouray and San Miguel County Regional Climate Action Plan was completed in 2021 and sets the stage for the next decade of climate action across our region. Successful implementation of the following 21 objectives and supporting actions will help our community continue to reduce our greenhouse gas emissions from our 2010 GHG emissions baseline, while we continue to see economic and population growth. We are looking ahead to goals of a 50% reduction in our GHG emissions by 2030 and a 90% reduction by 2050.

This plan will act as a roadmap for continued collaborative regional actions across the eight sectors of:

Community Engagement & Policy, Energy Supply, Buildings, Transportation, Waste, Food, Water, and Land

This plan is a regional community working document. Though specific entities, governments, organizations and individuals might take the lead on certain actions, success will take deliberate partnership across our entire region. No one organization, department, or government is solely responsible for the execution of the actions listed in this CAP. This document will help guide intentional actions over the next 3-, 5-, and 10- years as we move towards a more sustainable future.



Executive Summary



Sneffels Energy Board

Recognizing the power of collaboration and leveraging grant funding, EcoAction Partners formed the Sneffels Energy Board in 2009 to address sustainability at a regional level. The SEB (formerly named the Western San Juan Community Energy Board), aims to reduce GHG emissions and consumption of valuable natural resources in the region through coordinated community engagement, project implementation, and policy change at both the local and state level.

The Sneffels Energy Board brings together local leaders to collaborate on setting and accomplishing regional sustainability goals. Partners of the Board meet quarterly to share information and experiences, design successful regional programs, identify new opportunities, and analyze progress.

The Board is made up of government and staff representatives from San Miguel and Ouray counties, the towns of Telluride, Mountain Village, Ophir, Norwood, Ridgway, and the City of Ouray as well as utility partners, San Miguel Power Association, Black Hills Energy, and a number of citizen group representatives.

The Board established regional sustainability goals and published the predecessor to this document, a collaborative Sustainability Action Plan, in 2010. They collect, analyze, and report on regional greenhouse gas emissions data and coordinate the implementation of regional action items to more efficiently reach regional goals. The group gathers and shares information from the Colorado statewide sustainability network and identifies key local priorities, partnerships, and climate solutions. The creation of this Climate Action Plan by the Board represents the ongoing regional commitment to collaborative climate action in support of a more sustainable future for our region.

Welcome to the Ouray & San Miguel County Regional Climate Action Plan

A Roadmap to our Sustainable Future:

This CAP is our regional roadmap for reducing GHG emissions and creating a sustainable, thriving future. The plan is intended to guide policy makers, organizations, businesses, and individuals in community planning across the next decade. The plan creates a timeline for high priority, ongoing, mid- and long- term actions. We focused on high-level action items that will support the whole region in achieving our GHG emissions reduction goals while improving our social and economic conditions.

A 10-Year Plan with Short- and Long-Term Goals and Recommendations... 1-, 3-, 5- and 10!

While looking ahead to 2030 and 2050 goals, our CAP presents 1-, 3-, 5-, and 10- year actions and goals to balance long-term planning with ongoing high priority actionable items.

We have integrated opportunities that are newly advantageous to our region including beneficial electrification, additional energy production capacity within Tri-State, the decreasing cost of solar PV systems, and a growing local food supply and distribution infrastructure.

As our communities continue to experience rapid growth many of our sustainability goals are becoming more difficult to reach. The plan aims to balance the actions and programs that are reducing our emissions and the inevitable growth driving them up. As our tourism economy, population, part-time visitor and construction numbers are increasing, we need to look at collaborative, creative, and progressive strategies to reach our goals. The incremental timeframe will help to integrate short-term, high priority action items with a sustainable long-term plan for our community.

Executive Summary

Continued...



Measurable & Target-Oriented:

This plan is meant to support our community in reaching our long-term goal of a 90% emissions reduction by 2050. The goals outlined in this document are supported by state and federal goals and the international community's commitments that uphold the [Paris Climate Agreement](#) to "limit global warming to well below 2, preferably to 1.5 degrees Celsius, compared to pre-industrial levels." We have shifted away from previous targets tied to per capita data. The complex nature of accounting for a variable seasonal visitor and part-time resident population makes it difficult to accurately evaluate per person values within each GHG emissions sector. For this reason, we are focusing goals on the tonnage of GHG emissions released per sector and overall consumption of resources.

Our goals & targets are aligned with Colorado's new GHG emissions reduction goals, adopted in 2019 through Colorado's Climate Action Plan to Reduce Pollution (Colorado's House Bill 19-1261), which:

- Sets Colorado statewide goals to reduce 2025 greenhouse gas emissions by at least 26%, 2030 greenhouse gas emissions by at least 50%, and 2050 greenhouse gas emissions by at least 90% of the levels of greenhouse gas emissions that existed in 2005.
- Specifies that Air Quality Control Commission (AQCC) will consider in implementing policies and promulgating rules to reduce greenhouse gas pollution, including the benefits of compliance and the equitable distribution of those benefits, the costs of compliance, opportunities to incentivize clean energy in transitioning communities, and the potential to enhance the resilience of Colorado's communities and natural resources to climate impacts.
- Directs AQCC to consult with the PUC regarding rules that affect the providers of retail electricity in Colorado.

Executive Summary

Continued...



Intended Use:

We envision several intended uses for this document. It is meant to act as a guide for planning and implementing sustainability initiatives over the next decade across the region. We designed this plan to represent the needs and priorities of the diverse stakeholder groups across the region, and hope this document is able to balance these interests and support the effective implementation of action items. The actions within this document represent more than GHG emissions reduction potential. The CAP looks at social, economic, and environmental benefits to our community and will support non-profits, community organizations, entrepreneurs, governments, individuals, and other groups in contributing to sustainable development in the region. We hope volunteers, educators, and citizens alike will use this document to find and contribute to ongoing and upcoming projects and programs. Some readers may want or need more technical information than others (e.g., Jurisdictional-specific actions identified, GHG emissions factors used in calculations, reduction estimate methodology, further resources, etc.), all of which is included in the Appendices and on the supporting [CAP webpage](#). Lastly, the plan documents and celebrates past accomplishments and the ongoing work of our regional partners in moving our community to a more sustainable future.

A Comprehensive, Collaborative Approach: Stakeholder Engagement, Community Outreach, Analysis & Modeling:

From beginning to end, the creation of our Climate Action Plan has been a collaborative process. The SEB met monthly to review progress and provide feedback. Our contributors represent a wide group of stakeholders within our region, citizens and local politicians of varying backgrounds, ages, professions, passions, and expertise, and feel this document reflects the collective intention of our community. We have gathered community input through an extensive outreach process and with the support of the SEB have integrated the priorities of our community members into the document. Moreover, as a new ICLEI member, we enter a new era of climate modeling and action assessment. Though ICLEI's ClearPath tool we join a global network of communities sharing strategies and utilizing a set of scientifically recognized GHG assessment and planning tools. We look forward to continuing our growth and learning in partnership with local and global stakeholders to best serve our community's sustainability needs.

Executive Summary

Continued...



Climate Action Mitigates Risk and Creates Opportunities:

It's no secret our climate is changing. Already we see less yearly snowfall, increased wildfire frequency and severity, and temperatures which continue to rise. Because much of our livelihood relies on our interactions with our shared landscape, these changes endanger us all. Our collective response to climate change not only mitigates risk, but creates new opportunity for residents, businesses, and visitors. Opportunities vary across sector, yet no sector is exempt. In other words, no matter how you engage with and participate in our community, this CAP provides an avenue to reduce GHG emissions, save money and improve our social environment!

Co-Benefits:

Each of the actions defined later in this plan have been evaluated to determine if they provide additional co-benefits beyond GHG emissions reductions. These co-benefits include promoting equity, fostering economic sustainability, improving local environmental quality, enhancing public health and safety, and building resilience. Actions promoting equity are a targeted response to existing inequalities in our region and ensure that resources and opportunities are dispersed equitably. Fostering economic sustainability refers to promoting sustained economic growth and reinvestment in the region. Actions improving local environmental quality have a tangible positive impact on the local environment. Enhancing public health and safety refers to supporting local health through elements such as air, water and food quality that have significant impacts on public health and create a safer community. Resilience means equipping our community with the ability to cope with change. Building resilience strengthens our ability to adapt to a changing climate and be flexible in a changing world with more natural disasters and weather anomalies.

Adaptation and Mitigation:

Responding to a climate that is already changing requires adaptation of infrastructure, policies and societal norms in addition to mitigation strategies. Many actions listed in this plan focus on mitigating GHG emissions and simultaneously increase our resilience so we can adapt to the changes that are already happening. Both strategies of adaptation and mitigation aim to preserve the wellbeing of present and future generations in a changing world.

Executive Summary

Continued...



Climate Action & Environmental Stewardship are Regional Community Values:

San Miguel and Ouray County are committed to environmental stewardship and taking action to preserve and protect our climate and natural resources. Collaborative climate efforts have been the common narrative in our community since long before the creation of the SEB. Our Community has a long history of stepping up to care for our natural resources. From long-time logging prevention on our forest lands to pursuing renewable energy sources and transitioning to year-round mountain recreation economies, we have worked to preserve what makes this place so special. This strong sense of community activism presides across the San Juan's and makes it possible for the SEB to pursue our established goals.

Shared Regional Resources:

Many resources in our counties are shared across jurisdictions making clean delineation of GHG responsibilities between each jurisdiction challenging. A prime example is the Telluride Wastewater Treatment Plant (WWTP), which is used by the communities of Telluride, Mountain Village, and nearby communities in San Miguel County. While Telluride is responsible for maintenance and operations of the plant, Mountain Village contributes 15% of funding, and the plant is located outside of both town limits, so associated electricity and natural gas used for operations are categorized in SMC's usage. The gondola serving Mountain Village and Telluride is another excellent example of a collaborative and shared critical resource for these closely-tied communities. Thus, while community-specific inventory values and plans are important in directing specific actions, situations like the WWTP make it clear that the region must closely collaborate toward accomplishing GHG reduction goals.

Our region also shares common challenges associated with increases in tourism, an increasing cost of living, and a shortage of affordable housing for locals. This common scenario in tourism-based economies has escalated in recent years creating an imminent need for us to collaboratively address housing needs. Much of our workforce and material goods come from surrounding communities, closely tying us to the broader Western Slope region. Providing local, affordable housing, decreases transit-associated emissions while maintaining cultural and economic viability. GHG reduction goals are absolute, not based on census population or our visitor economy, so we must include consideration of increasing stress on our resources due to visitor and tourism growth while planning reduction strategies.

Executive Summary

Continued...



Jurisdiction-Specific CAPs, GHG Inventories, and Goals:

Several individual jurisdictions within the region have developed GHG Inventories, Energy Action Plans or Climate Action Plans, and goals specific to their community to direct GHG reduction actions and track local accomplishments. These community-specific plans complement the regional CAP by providing actions that are more specific to be accomplished per jurisdiction. Community-specific and municipal-specific GHG Inventories help track program and project results on a more granular level. All community-level and regionally collaborative accomplishments contribute toward reaching our greater GHG reduction goals.

Town of Telluride: Municipal and community-level GHG tracking in place; [Telluride-specific CAP](#) developed 2015, updated in 2021; target of carbon neutrality.

Town of Mountain Village: Municipal & community-level GHG tracking in place; [TMV-specific CAP](#) developed 2020; target of carbon neutrality by 2050.

San Miguel County: Municipal & community-level GHG tracking in place; target of carbon neutrality

City of Ouray: Through 2012, the City adopted an [Energy Action Plan](#), guiding them toward implementing many actions that reduce government energy use into the future.

Ouray County: Adopted [CC4CA](#) goals and strategies.

Town of Ridgway: Ridgway encourages the use of carbon-free and renewable energy systems within the town and supports the goal of carbon neutrality for Colorado.

Town of Norwood: Adopted Colorado's previous state goals of reducing GHG emissions 20% by 2020 along with the rest of the Sneffels Energy Board.

Town of Ophir: Established the Ophir Self Reliance Committee that is working towards the goal of carbon neutrality and the Ophir Water Commission that is implementing water efficiency actions.

Appendix 1 displays jurisdiction-specific actions prioritized for accomplishment by 2030. Because our region varies drastically in topography, energy requirements, financial resources, and economies, some municipalities and jurisdictions have prioritized specific actions that have already been accomplished elsewhere in the region. These actions, while important, were not included in the regional plan as they are only applicable for one or a few individual jurisdictions.

Our Regional GHG Inventory

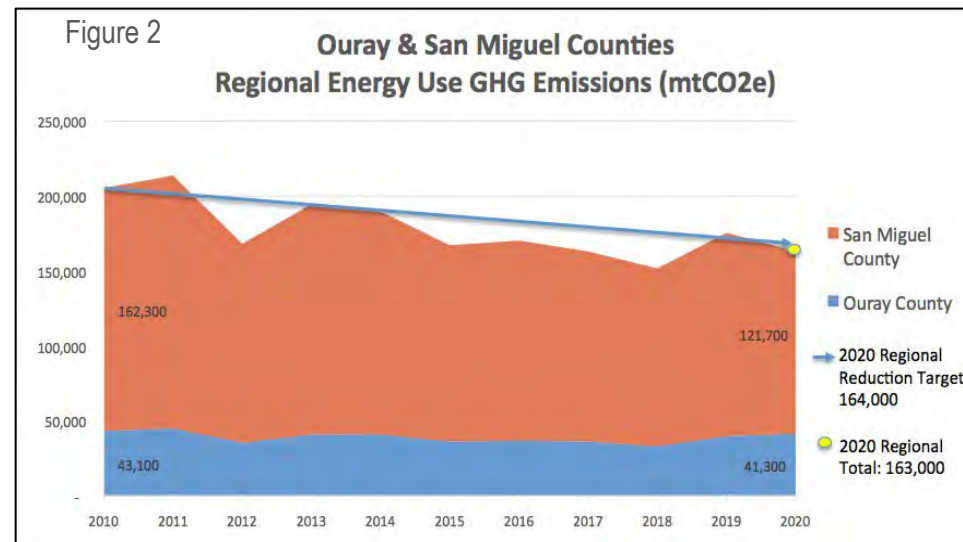
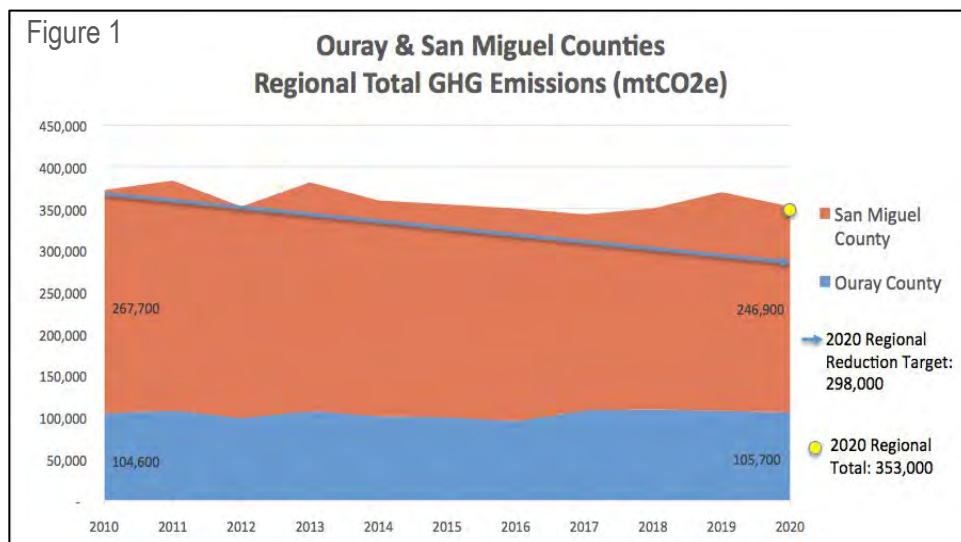


Overview:

The Sneffels Energy Board established a baseline GHG Inventory based on 2010 data from which to track progress toward 2020 goals and beyond. Before this time, community-wide utility use and emissions were unknown, and some governments were not yet tracking their own utility use. This 2010 process established a baseline GHG Inventory and a process for tracking resource consumption and associated emissions.

EcoAction Partners updates the GHG Inventory annually with available data, analyzes the results, and annually reports on progress to our communities. Our overall regional GHG emissions have decreased (See Figure 1 pg. 14) since 2010, despite an overall increase in fossil fuel consumption due to an increased economy, visitor numbers, and full-time resident population. We have successfully reduced our energy use emissions by 20% through 2020, according to our 2020 GHG Inventory analysis as seen in Figure 2 (pg. 14), as a result of decreased electricity consumption from efficiency improvements and a significant increase in renewable energy production in our electricity mix.

Our Regional GHG Inventory



These charts show the trend of our total GHG emissions from 2010-2020 and emissions associated with building energy use which accounts for 50% of our overall emissions and is supported by the most accurate consumption data. By tracking our emissions annually, we can analyze the influence of annual fluctuations from weather, economic shifts, COVID, and other impacting anomalies, while also tracking our progress toward goals. Accurate data has not been available on an annual basis for a few categories of our emissions, so it is helpful to review building energy emissions separately to more accurately understand the trends in this key sector.

EcoAction Partners is in the process of converting our regional GHG Inventory calculation methodology to ICLEI's ClearPath online GHG tracking and analysis tool, the leading online platform for complete GHG inventories, forecasts, climate action plans, and monitoring at the community-wide or government operation scale. Through the use of ClearPath, our Inventory will be directly comparable to other cities and communities across the U.S., and around the world, including a number of similar rural mountain communities. Additionally, ClearPath provides GHG forecasting and tracking tools to help guide us toward our GHG reduction goals.

Our baseline 2010 regional GHG Inventory was established in the early years of community-wide GHG emissions calculations using the state-of-the-art calculation methodology of the time. Since then, ICLEI has been at the forefront of leading and influencing methodology changes that are defined in the GPC Protocol. Once the conversion to ClearPath is complete, our GHG Inventory from 2020 forward will no longer reflect a reduction in electricity emissions associated with RECs (see pg. 20) or other carbon reduction offsets. Progress with these activities will continue to be calculated separately as "information-only" data, in order to track and understand the success of our policies, programs and actions. The charts above reflect our historic GHG tracking methodology for purposes of consistency across 2010 to 2020.

Our Regional GHG Inventory

Geographic Boundary & Scopes:

We calculate emissions associated with San Miguel and Ouray Counties, including electricity production, building energy and other uses of utilities, vehicle and airline transportation, food consumption, waste, and material use. Scope 1 and 2 emissions sourced from directly within our boundaries are officially included in our updated 2020 GHG Inventory, in accordance with the GPC. Traditionally since 2010, we have also included some Scope 3 emissions for services located outside of our county boundary but that we have a direct influence over. For example, waste transported to landfills and recycling facilities in other counties, the Montrose Regional Airport of which 75% of emissions are associated with travelers to our counties, and food consumption, all fall within the scope 3 category, but are interrelated with our region's emission reduction goals. We continue to track data associated with these scope 3 factors in order to track progress towards reaching sustainability goals. It is important to recognize that successfully reducing GHG emissions will also require action at the state and federal policy-making levels. For this, the SEB continues to prioritize highly collaborative planning and programming to better address the scope 3, and other complex, region wide emissions sources.

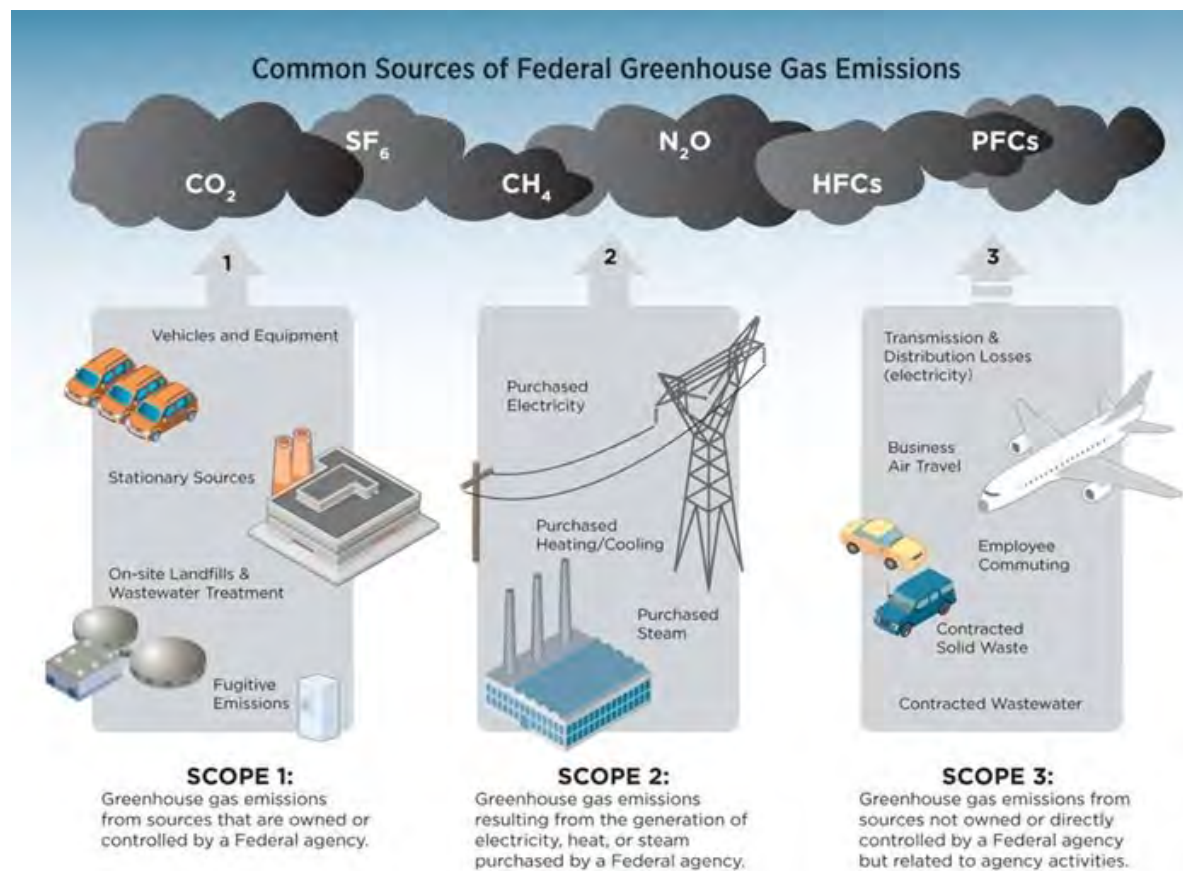


Figure 3 <https://www.epa.gov/greeningepa/greenhouse-gases-epa>

Our Regional GHG Inventory

Geographic Boundary & Scope Continued

EcoAction Partners conducts an annual regional and jurisdiction specific greenhouse gas inventory to analyze our regional emissions breakdown and update programming to reflect our emissions profile. The geographic boundary of our inventory includes San Miguel and Ouray County. We have several key scope three emissions (outside of the inventory’s geographic scope) which we account for in our program creation and regional policy decisions. These include the Montrose Regional Airport, the 3XM and Bruin Waste Management waste collection facilities, and material consumption such as food.

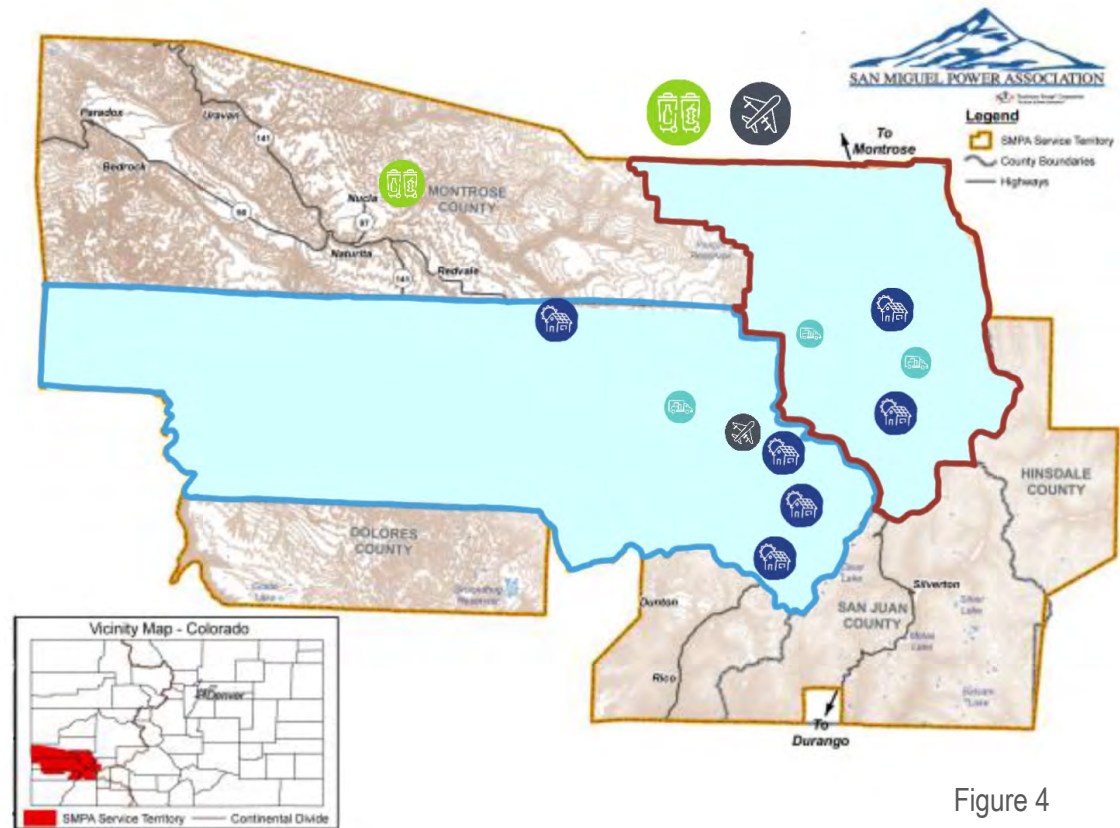









Figure 4

KEY

- | | | | |
|---|---------------------------|---|---------------------|
|  | Airport |  | San Miguel County |
|  | Key Jurisdiction |  | Ouray County |
|  | Waste Management Facility |  | SEB Board Territory |
|  | Major Highway | | |

Our Regional GHG Inventory

Sources of GHG Emissions:

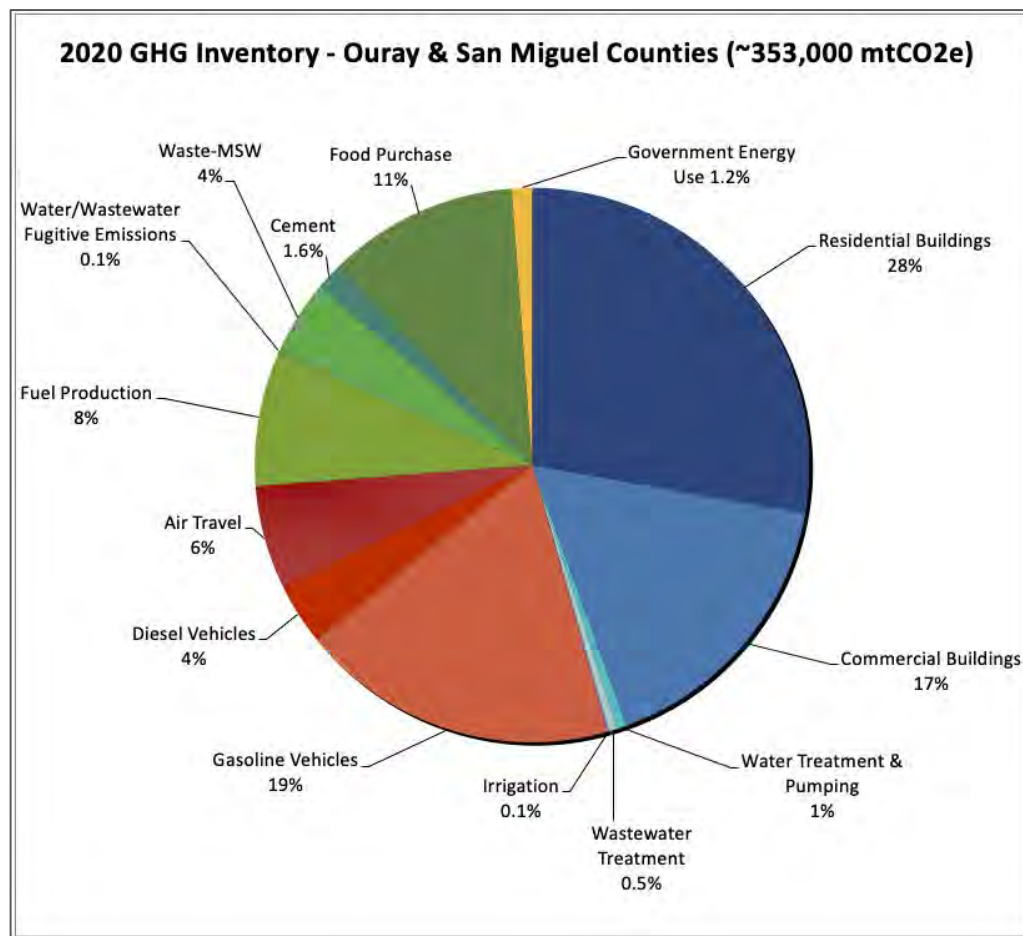


Figure 5

Note: This GHG emissions pie chart currently reflects our historical GHG Inventory calculation methodology which accounts for RECs as offsets, for consistency purposes of this document.

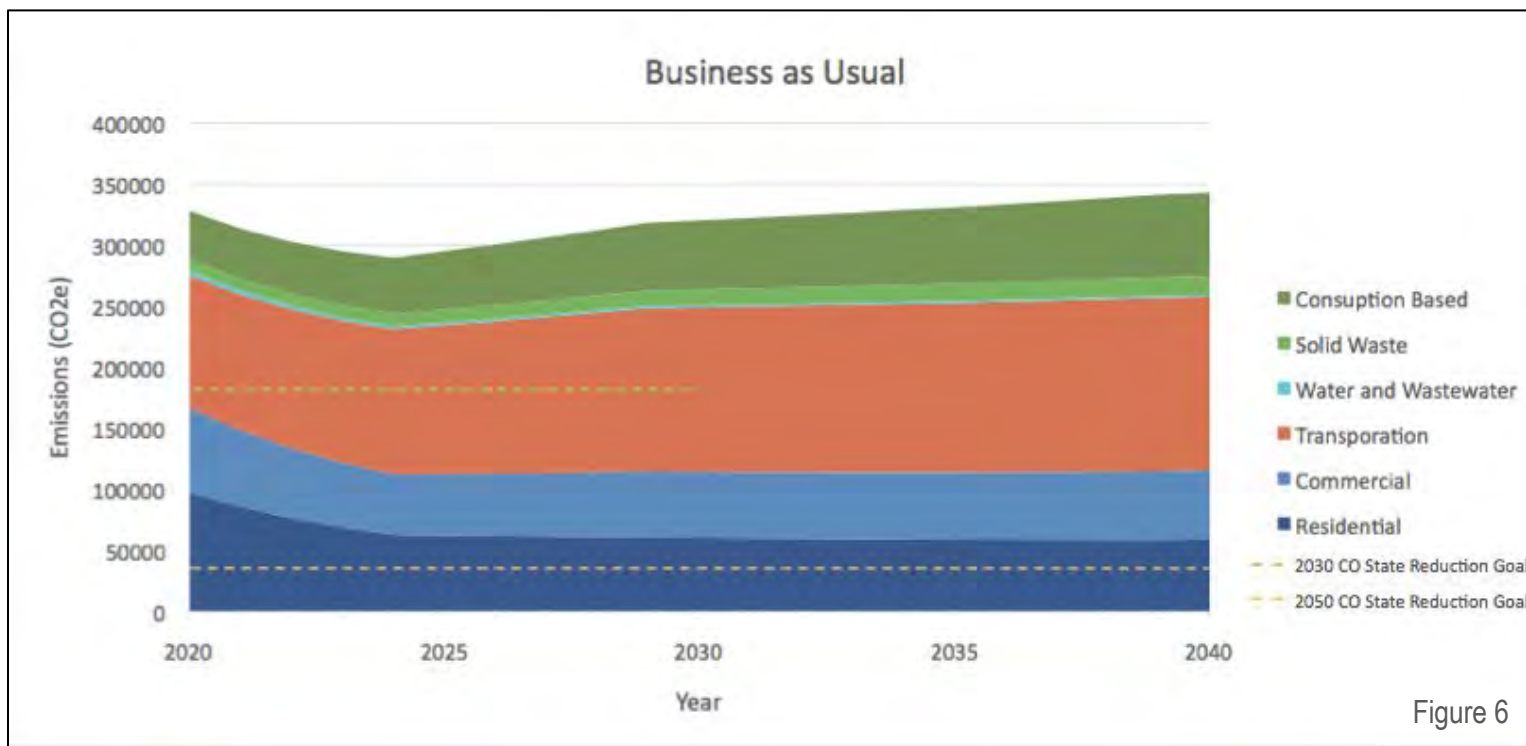
Buildings produce the majority of our GHG emissions (28% residential, 17% commercial in 2020). This 45% includes a reduction association with electricity offset by the purchase of REC's, without which building emissions would produce well over 50% of our region's emissions. Thus, reducing GHG emissions associated with buildings remains our highest priority.

Transportation related GHG emissions from vehicles and air travel account for 29% of our emissions. Air travel includes the Telluride Airport (TEX) and a percentage of travel through the Montrose Regional Airport (MTJ), as almost 75% of passengers through MTJ are visiting our region.

We account for major material production aspects of our GHG emissions as well, including food, fuel production and waste, which account for the remaining 26% of our emissions. As a remote, rural region with a tourist-based economy, tracking these emissions is important to us, as we recognize our responsibility to reduce our overall contribution to global emissions.

Our Regional GHG Inventory

Forecasting: Business As Usual



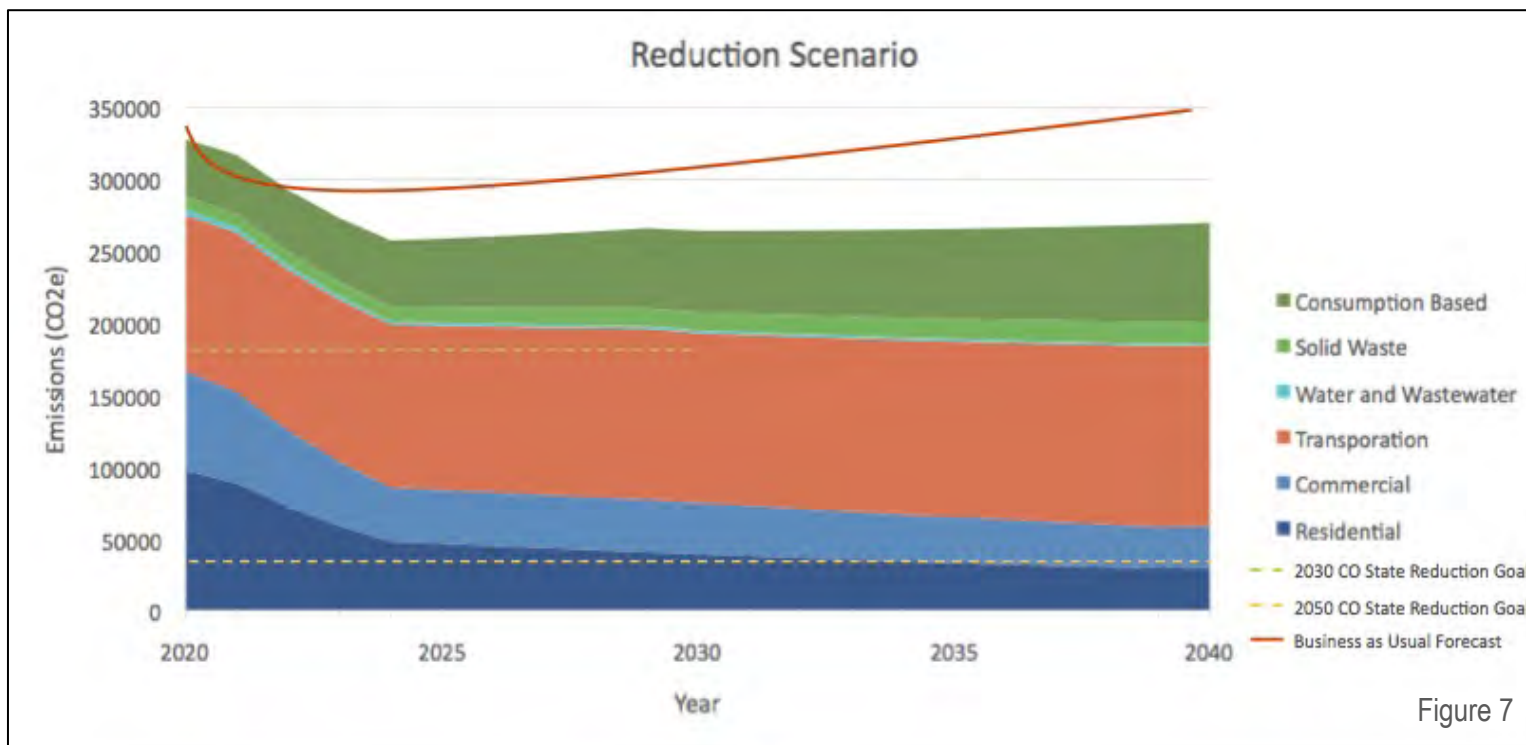
This "business as usual" forecast includes TriState's emission reduction promises detailed in their Responsible Energy Plan – 50% renewable supply by 2024, and 100% renewable supply by 2040. Though this trajectory will noticeably reduce our emissions associated with grid supplied electricity, it will not bring our region in line with either 2030 or 2050 GHG reduction goals without implementing additional strategies. The increasing trend of GHG emissions is due to a growing tourism economy. While the rate of this growth is predicted to decrease it continues to impact all sectors except residential energy use.

Fortunately, because we have the support of both SMPA and TriState in the renewable energy transition, we can focus on reduction strategies outside of grid supplied electricity, namely local renewable energy production, beneficial electrification, waste reduction, transportation, and consumption-based emissions (which includes waste, food, and cement). These actions are incorporated into the reduction pathway on page 19.

See the [CAP supporting documents webpage](#) for details on the calculations and assumptions made in these forecasts.

Our Regional GHG Inventory

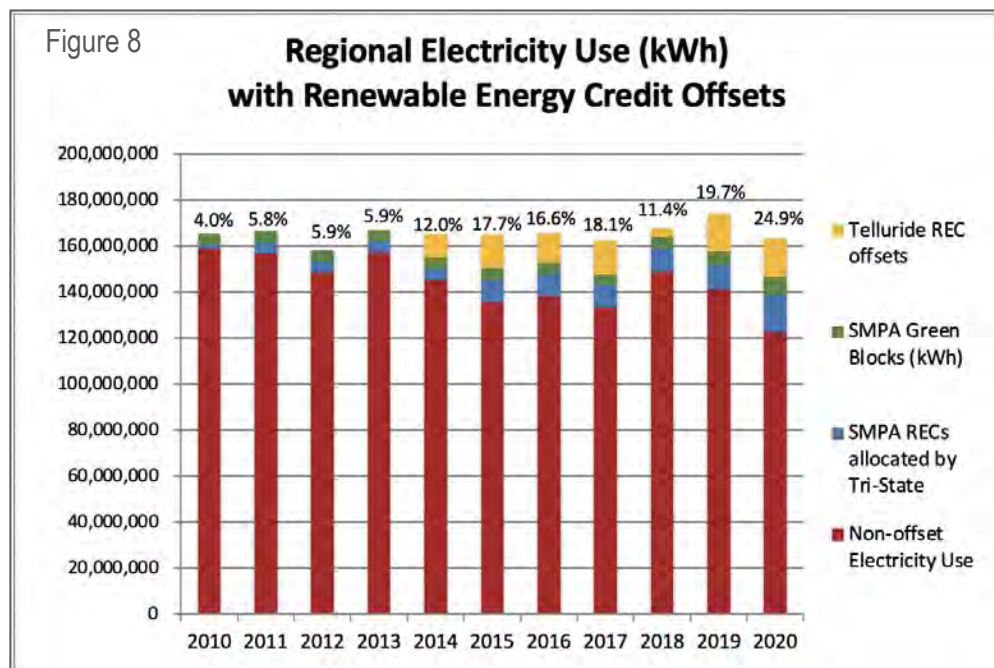
Forecasting: Reduction Pathways



This chart displays the combined effects of both high-level and localized reduction strategies, including EV adoption, conversion of residential and commercial spaces from natural gas heating to electric heat pumps or boilers, improved building energy codes, and other actions outlined in this plan. This pathway shows that we can significantly reduce our GHG emissions associated with both residential and commercial energy use. However, if our tourism economy continues to grow at the current pace, we will need to implement creative comprehensive policies and actions in order to reduce our emissions associated with commercial buildings, transportation and material consumption to reach our goals.

See the [CAP supporting documents webpage](#) for details on the calculations and assumptions made in these forecasts.

GHG Offsets: Renewable Energy Credits and Carbon Offsets



RECs: tradable, non-tangible energy commodities in the U.S. that represent proof that 1 MWh of electricity was generated from an eligible renewable energy resource (renewable electricity) and was fed into the shared system of power lines, which transport energy. Telluride's REC offsets are associated with power produced by the Ridgway Hydro Dam, and are thus subject to fluctuations in annual precipitation, such as the drought conditions in 2018.

Carbon offset: a greenhouse gas (GHG) emissions reduction or carbon sequestration enhancement made in order to compensate for, or offset, an emissions made elsewhere such as air travel. Each offset represents one metric ton of carbon dioxide or its GHG equivalent. Carbon offsetting has gained appeal among consumers of services in emission sectors that do not have immediate opportunities to implement low emission or zero emission strategies. Our local partner [Pinhead Climate Institute](#) offers Colorado-based carbon offsets.

Renewable energy credits (RECs) have been part of our regional strategy for supporting renewable energy. While RECs are not a guarantee that additional renewable energy is produced that would not have been produced otherwise, and RECs do not actually reduce the region's GHG emissions, purchasing RECs is a first step to demonstrate public demand and commitment to renewable energy while we work to install local renewable energy sources. REC purchases are also not restricted by SMPA's contract with Tri-State, while non-net metered local renewable energy production is currently limited. Thus, RECs have been and will continue to be part of our strategy moving forward.

Locally, SMPA provides REC purchase opportunities to its members through their Totally Green Program, which is an easy opt-in program for members to choose to offset electricity use by 100%. In addition to the RECs, the funds collected through the Totally Green Program support local renewable energy and energy efficiency projects and incentives.

Locally, we have a few options to increase the percentage of renewable power that is electrifying homes and businesses: build onsite solar, add community solar gardens, build a large, utility-scale solar array owned by Tri-State, and develop local hydropower. Because these projects will take time to develop, in the meantime we support the purchase of RECs to demonstrate to our electricity provider that we support a transition to renewable energy.

To this end, we have tracked our purchases of RECs since 2010, and currently offset 25% of our electricity use. We also track local renewable energy installation capacity, to assist us in measuring progress toward local renewable energy generation.

Introduction to the Regional CAP

Objective:

Broad scale or big picture goals and changes that must occur to reach our regions' GHG emissions reduction goals.

Action:

Smaller scale projects, programs and policies that contribute to achieving an objective.

GHG Reduction Potential:






A measure of the GHG reduction potential for each objective and action. These values were derived from ICLEI's ClearPath model and simplified to a value of 1-4, with 4 having the highest potential for GHG reduction.

GHG Reduction Potential	MT CO2 Reduced If Action is Fully Implemented
1 = 🌿	4-1900 Mt by 2050 – Marginal
2 = 🌿🌿	1900 -3200 MT by 2050 – Small
3 = 🌿🌿🌿	3200-9600 mt by 2050 – Medium
4 = 🌿🌿🌿🌿	9600-46000 Mt by 2050 - Large

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Action Listed Here	🌿	🌿	🌿	🌿	=	\$	💧	+	🧑	Years Expected	👥

Co-Benefits:

Additional positive impacts associated with achieving our goals. Nearly all objectives and actions within this plan have co-benefits. These benefits were determined through reviews of academic research, case studies from similar regions, and will be further informed by community engagement through 2022. These co-benefits are further defined on page 10. The [CAP supporting documents webpage](#) includes a list of supporting literature for co-benefits of various objectives and actions.

-  Promotes Equity
-  Fosters Economic Sustainability
-  Improves Local Environmental Quality
-  Enhances Public Health & Safety
-  Builds Resilience

Timeline:

Amount of time in years expected to complete an objective or action:
Current, 1, 3, 5, 10, Ongoing

Partners:

Community stakeholders who can and are likely to contribute to achieving an objective or action

High Impact Sectors

The CAP addresses emissions, accomplishments, objectives and goals across 8 sectors that are closely tied to our regional emission reduction and sustainability goals.



Community Engagement & Policy
Stakeholder partnerships and ownership of policy and decision-making



Energy Supply
Generation of our community's electricity



Building Energy Use
Energy used by commercial and residential buildings



Transportation
Emissions associated with on-road movements and aviation operations



Waste
Trash, recycling, and compostable materials; landfill reduction and diversion



Food
Emissions from food production, transportation, and storage



Water
Water supply, use, pumping, and treatment and watershed health



Land
Land use and health, sequestration opportunities, and agricultural use



Community Engagement & Policy

We felt it was important to highlight actions around community engagement and policy. Reaching our regional emissions reduction goals will not happen if we solely rely on external forces to reduce our carbon footprint. Individual actions make a difference, and we need to step up as a community to prioritize policies and partnerships that move us toward our goals. Everyone has a role to play and only through working together will we reach our goals.

We hope to see community ownership of these actions and have prioritized collaboration throughout this document. We aim to address any conflicting priorities across the region and align with regional GHG reduction goals and a commitment to a more sustainable future. Ideally, emissions analysis will be integrated into all decision making, centering scientifically informed policy. The nature of climate action is intersectional. We recognize that this interconnection requires actions across the board to achieve the change we hope to see in our community.

Community Engagement & Policy

Community Engagement & Policy Accomplishments

- Development of and continued collaboration of regional Sneffels Energy Board.
- Participation in state and nationwide organizations such as CC4CA, CAST, ACCO, Climate Mayors, Mountain Pact, RMCO, and others.
- Telluride Institute is developing a growing relationship with Western State University’s Masters in Environmental Management program, bringing student-based projects to the region, increasing our capacity for environmental work.

Community Engagement & Policy Recommendations

OBJECTIVE 1: Increase community engagement and continue to prioritize collaborative and intersectional decision making and action implementation.

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
	1	2	3	4	=	\$	Water	+	Person		
Continue to participate in regional collaboration of local governments, stakeholders, and utilities to drive regional clean energy transition & GHG emissions reduction.					=	\$		+		Ongoing	SEB
Participate in State-level organizations to drive regional clean energy transition & GHG emissions reduction.					=	\$		+		Ongoing	CC4CA, SMPA, EAP, SEB
Consider GHG emissions as part of all decision-making processes. Utilize a GHG impact assessment tool, if available, to quantify GHG emissions or sequestration impacts.					=	\$		+		Ongoing	All governments, partner organizations, stakeholders, businesses & residents
Increase community-level outreach and engagement with implementation of the regional Climate Action Plan.					=	\$				1-3	EAP, SEB, community organizations, business organizations
Collaborate between municipalities & organizations on actions when beneficial.					=	\$		+		Ongoing	All governments, local organizations

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience



Energy Supply

Greenhouse gas emissions associated with our energy supply primarily stem from the use of electricity and natural gas in residential and commercial buildings. Energy supply is embedded within and accounted for in the building energy use GHG inventory sectors and analysis. Energy supply is separated into its own sector with prioritized actions, as changes in electricity production and sources of energy can significantly impact the reduction potential of actions in other GHG sectors. Thus, focusing on supply-side planning will bring about drastic reductions independent of recommended actions for businesses and residents.

Electricity and natural gas use accounts for over 50% of San Miguel and Ouray County's total GHG emissions. The carbon intensity of this sector directly relates to the fuel associated with the supply of these utilities from SMPA and BHE. Natural gas has its own emissions factor associated with its use as a direct energy source for heating, hot water, cooking, and more. Because we are unable to influence the production or emissions factor associated with natural gas, recommendations in this section focus on transitioning electricity supply to renewable sources. The mix of these sources of electricity directly impact the emissions associated with electricity use, with fossil fuel resources having a significantly greater carbon intensity than renewable energy sources.

Energy Supply



Fortunately, Tri-State has set a goal to provide 70% clean energy supplied to members system-wide by 2030. Figure 9 (pg. 27) shows the trend toward increasing renewable energy sources and a decrease of fossil fuel sources within the electricity supplied through SMPA from Tri-State. These changes, along with efficiency improvements and the viability of community energy production, make achieving drastic GHG emissions reductions in the coming decade a realistic possibility. The state of Colorado plans for an 80% reduction of greenhouse gas emissions associated with electricity production and a 37% reduction for emissions associated with natural gas. Our region is well positioned to achieve these goals by contributing to statewide GHG reduction while providing savings for our residents and businesses through a mix of rooftop and community solar, and larger regional renewable generation.

SMPA's contract with Tri-State includes a 5% allowance on local energy generation and distribution within SMPA territory, which allows SMPA to incorporate locally-generated, renewable sources such as small hydro projects and community solar arrays. Due to system growth, the 5% is a moving target instead of a fixed amount. According to SMPA's contract with Tri-State:

- The Total SMPA system-owned or controlled generation shall not exceed 5% of SMPA's annual energy requirements in any calendar year, and the total installed generation nameplate capacity shall not exceed 15% of that SMPA's annual peak demand in any calendar year. Generation projects that are eligible under this Policy include renewable or distributed generation under the ownership or control of SMPA.

It is important to note, that net-metered renewable energy systems below 10 kW, such as a typical residential roof-mounted PV solar array are not limited by this cap on larger scale power production within SMPA's region. Therefore, increasing the installation of smaller net-metered systems has the potential to significantly reduce our electricity-associated GHGs without counting towards the local generation limits.

Energy Supply Trends & Accomplishments

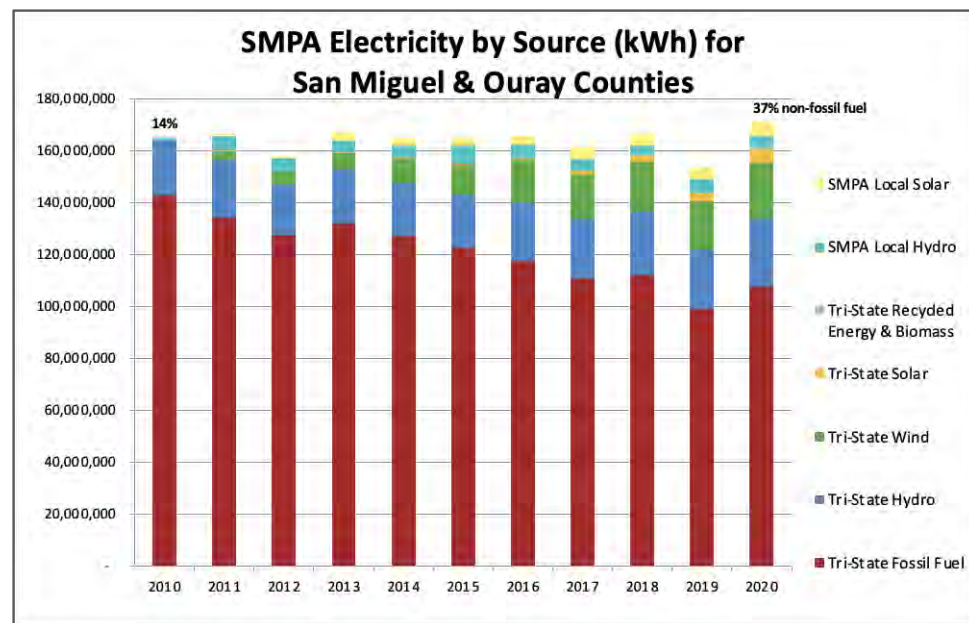


Figure 9

The chart above shows our electricity fuel mix based on production and transmission data provided by Tri-State and local renewable energy production within SMPA territory. Tri-State's fuel mixture was calculated based on annual member reports for 2010, 2016, and 2020. The trend for Tri-State's fuel mix between 2016 and 2020 was calculated linearly.

SMPA provides electricity to homes and businesses in our region. SMPA's power supplier, Tri-State, provides SMPA with 37% of its energy from renewable resources including wind, solar, and hydropower. The remaining 63% of Tri-State's energy currently comes from fossil fuels. This mixture defines our electricity emissions factor (mtCO₂e/kWh).

- Increase in non-fossil fuel electricity production from 13% to 37% as shown in Figure 9 at left, as a result of local public pressure.
- SMPA territory has successfully achieved 5% local renewable energy power production, as a result of SMPA, government, and private projects built and operating across the area.
- SMPA's first community solar array in Paradox Valley was the 2nd largest of its kind when constructed and was completely subscribed within three years.
- SMPA's 2nd array is an income-qualified solar array located outside of Norwood has recently become 100% subscribed.
- SMPA and Tri-State have both adopted a progressive renewable energy production goal of 80% renewable production by 2030.
- SMPA's Green Blocks program has changed to Totally Green, as a result of community-level input. The program is now easy to join to offset 100% of a members' monthly electricity use.
- Net metered renewable electricity production has increased by over five times since 2010.
- Mountain Village provides additional financial incentives for net metered solar PV systems.

Energy Supply Recommendations

OBJECTIVE 1: Increase percentage of electricity provided by renewable energy sources.

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Establish a local renewable energy generation target and plan to achieve it.					=	\$				3-10	SMPA
Identify and eliminate barriers to local renewable energy production.					=	\$				3	SMPA, WCU
Advance regional grid flexibility to enable a modernized renewable electricity supply.					=	\$				5-10	SMPA
Install renewable energy capacity on government buildings.					=	\$				1-5	SMPA
Incentivize and promote net-metered solar systems on residential and commercial rooftop or pole mount locations.					=	\$				Ongoing	SMPA, solar installers, HOAs
Encourage community participation in SMPA Totally Green program for electricity not covered by local renewable energy production.					=	\$				Ongoing	SMPA, WPL, ROCC, Rotary Club, Telluride Inst., HOAs
Support SMPA in increasing community solar arrays in the region.					=	\$				1-5	SMPA, WCU, Americorps VISTA
Expand free and low-cost solar programs for low-income households.					=	\$				1-5	SMPA, WCU, Americorps VISTA,
Work with renewable energy installation businesses to promote residential energy incentives and financing opportunities.					=	\$				1-5	SMPA, solar installers

KEY



GHG Potential 1-4



Promotes Equity



Economic Sustainability



Environmental Quality



Public Health & Safety



Builds Resilience



Building Energy Use

Buildings are currently the primary consumer of energy in our region and therefore are the largest emitting sector with 45% of our total GHG emissions. Emissions in this sector come from electricity and natural gas use, and a small amount of propane consumption. Thus, reductions in the building sector will come from supply side transition to renewable energy, beneficial electrification, and increased efficiency of our buildings.

Many of our commercial buildings are mixed use and include residential space, and many of our residences are larger than many commercial spaces across the region. There is significant cross-over between the recommended actions for buildings in both the residential and commercial sectors, so our objectives and prioritized actions apply to all buildings. With a complex mix of historical buildings and new construction, unimproved, and newly renovated buildings, recommendations to reduce energy in the building sector are diverse and aim to address building energy use from several angles to benefit all community members.

Building Energy Use

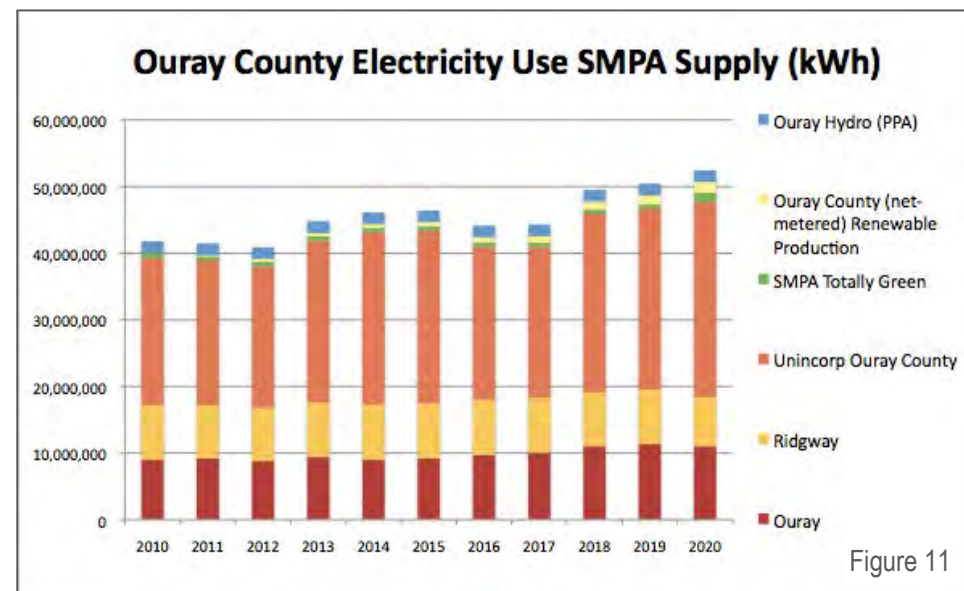
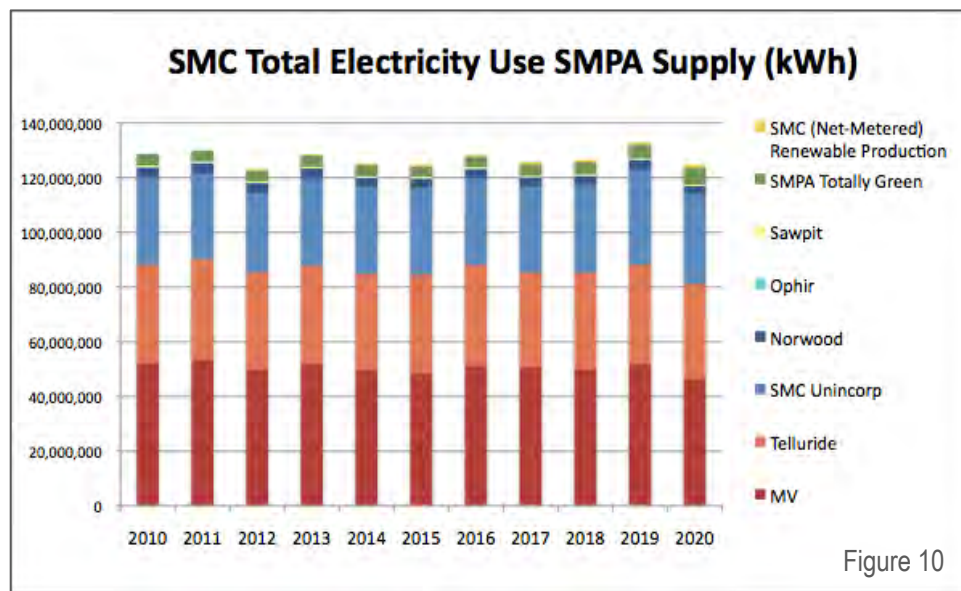


Residential energy accounts for 28% of our region's total GHG emissions. San Miguel and Ouray County's residential community is primarily comprised of free market and workforce housing rentals, which vary in age, quality, size, and occupancy. These residences may be single family homes, multifamily properties, mobile homes, and residences in mixed-use buildings.

Commercial energy consumption accounts for 17% of our region's GHG emissions, and similarly to residential energy, nearly all these emissions come from electricity and natural gas use. Free market and subsidized properties comprise San Miguel and Ouray Counties' commercial building stock and vary in age, quality, size, and occupancy. These buildings may be owner-occupied and/or tenant-occupied, condominium style and mixed-use buildings.

As our tourism economy, population, and part-time visitor numbers cause an ongoing increase in construction, the number of utility accounts have increased as well, causing a challenging situation to address with the aim of reducing our total GHG emissions. Our collaborative and focused actions must include creative and progressive strategies if we are to reach our goals.

Building Energy Use Trends - Electricity

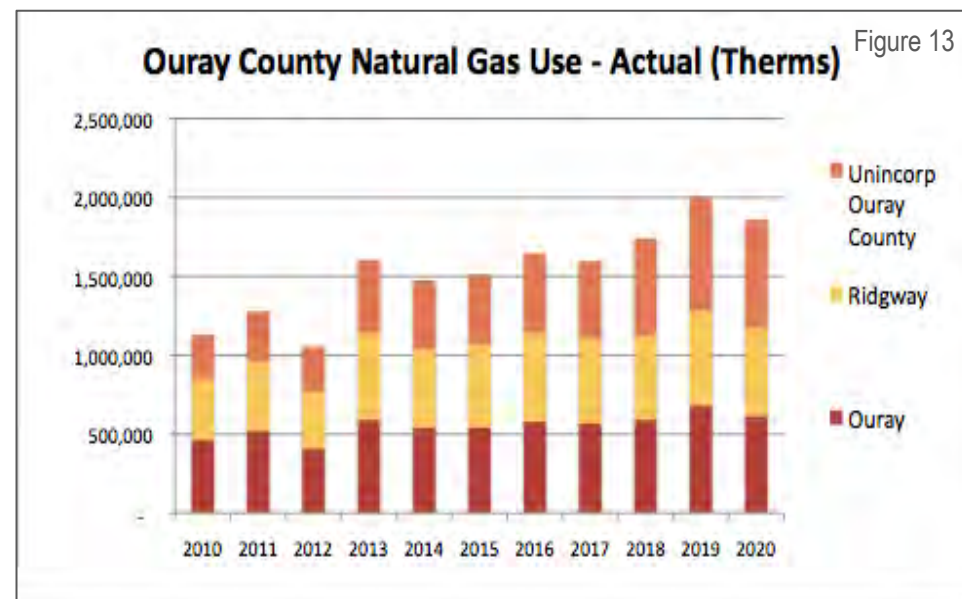
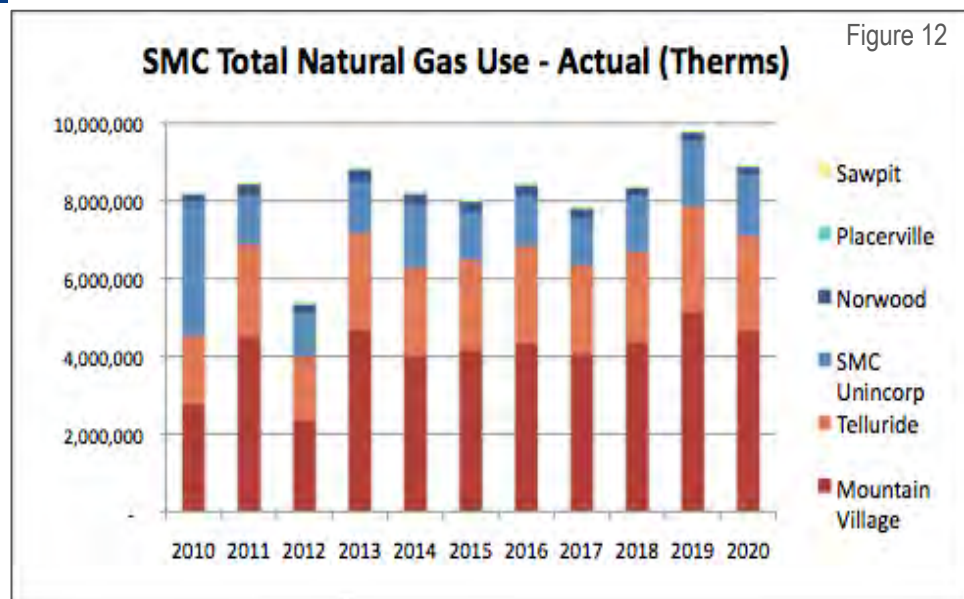


EcoAction Partners tracks annual electricity use and local renewable energy production for analysis by the SEB. Electricity consumption in San Miguel and Ouray Counties is graphed by jurisdiction in the charts above. The top of each bar indicates the total electricity use in each county per year. Electricity use that is offset by SMPA Green Blocks or produced through local renewable energy is separated from general usage in order to show progress on each of these strategies.

Electricity use across SMC has held relatively steady aside from a noticeable increase in 2019 and a COVID-19 associated decrease in 2020, indicating success with our efficiency programs. The Town of Ridgway and City of Ouray show a similar trends. The 2019 increase is likely a combination of a noticeable increase in tourism as well as the beginnings of transition to electricity from fossil fuel use. It could also be accounted for due to an increase in installation and use of air conditioning systems during summer months as temperatures continue to rise. The decrease in 2020 is attributed to the impacts of COVID-19. Ouray County experienced an increase in commercial activity that increased electricity consumption from 2018 through 2020.

In 2019 SMPA revamped their Green Blocks program to Totally Green which is designed to make it easier for members to offset their electricity use 100%, significantly increasing participation in the program. Net-metered renewable energy system installations have also noticeably increased in recent years as the costs for solar PV has decreased worldwide.

Building Energy Use Trends – Natural Gas



*2012: gap in data provided; & a TMV snowmelt system was under remodel during the winter.

EcoAction Partners tracks annual natural gas use along with weather data for analysis by the SEB. Natural gas use is significantly impacted by outdoor winter temperatures and annual snowfall as it is used to heat buildings and for snowmelt systems. The SEB analyzes actual and normalized natural gas consumption along with weather charts, in order to fully understand the trends. Actual natural gas consumption in San Miguel and Ouray Counties is graphed by jurisdiction in the charts above. The top of each bar indicates the total natural gas use in each county per year.

Actual natural gas use across both counties has been noticeably increasing as our regional economy expands. A dramatic increase in new construction is far out-weighting efficiency program impacts, even with improved building energy codes. We've also seen an increase in natural gas use due to conversions from propane to natural gas, although this impact is difficult to track due to lack of data from propane and natural gas companies. The decrease in 2020 is attributed to the impacts of COVID-19.

Natural gas use can only be offset through carbon offsets (not RECs) since it cannot be produced through renewable energy methods. A transition away from natural gas to electricity is required in order to reach GHG emission reduction goals associated with natural gas.

Building Energy Use Accomplishments

- All governments have taken actions to improve energy efficiency of their buildings and utility uses. A few key examples:
 - Telluride built renewable energy projects and purchases RECs from power produced at the Ridgway Hydro Dam to offset 100% of government electricity use and a significant portion of the community's electricity use.
 - SMC received a \$750,000 DOLA grant for energy efficiency, solar PV systems, and solar battery storage for properties in Ilium and Norwood. This project is reducing county carbon emissions by 50%, and SMC is offsetting the rest with SMPA's Totally Green program, resulting in 100% renewable electricity use for SMC.
 - Ouray County is investigating a net zero carbon initiative similar to what SMC is undertaking and is a Totally Green member.
 - The Town of Ridgway has reached 100% renewable energy offset through SMPA's Totally Green program.
 - Ridgway Town Hall, Ouray hot springs/gym and Library, street lighting, and most other government facilities across the region have been converted to 100% LED lighting.
 - The Town of Norwood upgraded all municipal lighting and streetlights to LED bulbs.
 - Ridgway and Ouray collaborated to examine use of performance contracting to improve the efficiency of municipal facilities.
- Enhanced electricity metering & monitoring was made available through SMPA's online SmartHub tool: SMPA improved our ability to track electricity use in real time. Although metering does not reduce emissions directly, it allows residents and business owners alike the opportunity to review hourly electricity use and use data analysis to identify opportunities to improve efficiency and save money.
- 2018 International Energy Code adopted for new construction with local amendments adopted by Telluride, TMV, Ridgway and Ouray County and SMC. Ophir will likely follow suit soon after.
- Adoption and implementation of Renewable Energy Mitigation Programs (REMP & TEMP) to address mitigation of exterior energy systems (such as snowmelt systems, heated garages, and outdoor spas and pools). Funds collected through these programs have been used on a wide variety of projects to reduce emissions.
- Ridgway secondary school EV charger is now online and fully operational.
- Sunnyside is a new net zero affordable housing community under construction by Telluride and SMC to be completed in 2022.
- EAP's SMPA IQ Weatherization Program (CARE) has successfully weatherized 164 homes between 2017-2021, reducing annual GHG emissions by 280 mtCO₂e, significantly saving homeowners and renters on annual utility bills, and improving the comfort and safety of these homes. Participating homes have historically received further utility support through a 50% offset from the SMPA IQ community solar array. The array is currently at full capacity and several key stakeholders are exploring additional solar opportunities earmarked for income qualified residents.
- The Towns of Norwood and Ridgway have gained International Dark Sky designation.
- Telluride Ski & Golf participated in the National Ski Areas Association Climate Challenge from 2012-2019, continuing to make strides toward reducing direct energy use and waste associated with ski area operations as well as influencing indirect GHG emissions of employees and guests.

Building Energy Use Recommendations

OBJECTIVE 1: Beneficial electrification of buildings

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					CO-BENEFITS	PARTNERS
	1	2	3	4	=	\$	Water	+	Person		
Transition building mechanical equipment and appliances from fossil fuels to electricity through incentives, outreach and building codes. Includes space and water heating, appliances, and other equipment.					=	\$		+		Ongoing	SMPA
Encourage transition to/use of geothermal, air source heat pumps, or other available heat exchange technology.					=	\$		+		3-10	SMPA, WCU
Support building electrical service upgrades when necessary for building electrification					=	\$		+		Ongoing	SMPA, EAP, contractors

Beneficial Electrification includes the application of electricity to end-uses that would otherwise consume fossil fuels (e.g., natural gas, propane, oil, gasoline) where doing so satisfies at least one of following conditions, without adversely affecting the others: save consumers money over time; benefit the environment and reduce [GHG] emissions; improve product quality or consumer quality of life; or foster a more robust and resilient grid. (from SMPA, per The Beneficial Electrification League)





































This method of reducing GHG emissions has just recently become viable in our region as our overall electricity fuel supply mixture has changed. Previously highly carbon-intensive, Tri-State's electricity emissions factor was too high for electrification to decrease GHG emissions. As our electricity supply shifts to be increasingly sourced from renewable sources, converting traditional uses of fossil fuels to electricity now contributes toward reducing our regional carbon footprint. It will be important for us to work closely with SMPA during this transition in order to track the associated increase in electricity use with fossil fuel use conversion versus electricity use increase for other more traditional reasons, such as visitor population, economy, and new construction.

KEY

GHG Potential 1-4	Promotes Equity	Economic Sustainability	Environmental Quality	Public Health & Safety	Builds Resilience
-------------------	-----------------	-------------------------	-----------------------	------------------------	-------------------

Building Energy Use Recommendations

OBJECTIVE 2: Continue to improve building energy codes for new construction, remodels and additions

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Adopt the 2018 International codes with specific local requirements as appropriate and to exceed minimum standards.					=	\$		+		1	SMC, City of Ouray, Town of Ophir
Strengthen existing building efficiency standards and codes to require 10% better than basic code construction, update building energy codes at least every 6 years, and move towards net zero energy buildings. Incentivize 'beyond code' construction practices.					=	\$		+		Ongoing	EAP, all regional governments
Continue to coordinate regional alignment of energy codes and 'beyond code' preferences.					=	\$		+		Ongoing	EAP, all regional governments
Facilitate education for contractors, architects and property managers.					=	\$		+		Ongoing	EAP, SMPA, BHE
Promote/incentivize optimal control systems and thermostat settings to couple comfort with efficiency.					=	\$		+		1-3	Telluride, MV, Ridgway, City of Ouray, SMPA, BHE
Promote/incentivize building automation systems (such as key card entry activation of electricity in lodging rooms).					=	\$		+		1-3	Telluride, MV, Ridgway, City of Ouray, SMPA, BHE, lodging

KEY



Building Energy Use Recommendations

OBJECTIVE 3: Increase natural gas efficiency

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Continue rebate and incentive programs to replace old or inefficient systems/appliances.					=	\$		+		Ongoing	EAP, BHE
Encourage water tank insulation and pipe wrap on hot water systems.					=	\$		+		Ongoing	BHE
Provide technical assistance for natural gas heating alternatives.					=	\$		+		Ongoing	EAP, BHE

OBJECTIVE 4: Reduce energy consumption in rentals, apartments and multifamily buildings































ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Encourage electrification of existing and new affordable housing and other multifamily developments.					=	\$		+		Ongoing	All regional governments, EAP, SMPA
Support building automation and building performance standard tracking to optimize efficiency and effectiveness.					=	\$		+		1-5	SMPA, Tri-State, EAP, all regional governments
Incentivize energy efficiency upgrades in rental properties.					=	\$		+		1-5	Telluride, MV, Ridgway, Ouray
Develop renter-specific outreach and education campaigns.					=	\$		+		Ongoing	Telluride, MV, Ridgway, Ouray

KEY



Building Energy Use Recommendations

OBJECTIVE 5: Improve the energy efficiency performance of existing buildings

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Continue to provide and educate community members on energy efficiency and renewable energy incentives available from SMPA, BHE, and municipalities.					=	\$		+		Ongoing	SMPA, BHE, EAP
Incentivize refrigeration upgrades.					=	\$		+		Ongoing	SMPA, Tri-State
Incentivize, mandate & educate on "away" mode technology for second homes when unoccupied.					=	\$		+		Ongoing	SMPA, Tri-State
Expand outreach on financing opportunities. Existing examples: Property Assessed Clean Energy, CO RENEW, Alpine Bank and other specialized financing mechanisms.					=	\$		+		1-3	Property Assessed Clean Energy, CO RENEW, Alpine Bank
Encourage utilities to implement energy use comparison mechanisms in monthly billing.					=	\$		+		3	SMPA, Tri-State

KEY



Building Energy Use Recommendations

OBJECTIVE 6: Anticipate and mitigate likely expansion of air conditioning use in new & existing buildings

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Avoid or prolong the need for air conditioning via building design and management. Utilize education & outreach to building trades, owners, and facility and property managers.					=	\$		+		Ongoing	Architect firms, property managers, EAP, all regional governments
Encourage air source heat pumps for cooling purposes as air conditioning use becomes more prevalent.					=	\$		+		5-10	SMPA, Tri-State
Coordinate cooling needs with efforts to adopt high efficiency electric heating systems (i.e. air-source heat pumps).					=	\$		+		Ongoing	SMPA, Tri-State, all regional governments

OBJECTIVE 7: Other actions

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Encourage continued regular "cost of service studies" by SMPA to incentivize and balance current and future priorities (i.e., EVs, fuel switching, time of use, peak shaving, energy efficiency, DSM).					=	\$		+		Ongoing	SMPA, all regional governments, SMPA members, EAP
Continue to host and expand EcoAction Partners' Green Business Program awarding and highlighting business that achieve energy efficiency and sustainability thresholds.					=	\$		+		Ongoing	EAP, local businesses
Facilitate the electrification of outdoor yard tools through incentives, programs and policies.					=	\$		+		Ongoing	SMPA, EAP, all regional governments

KEY





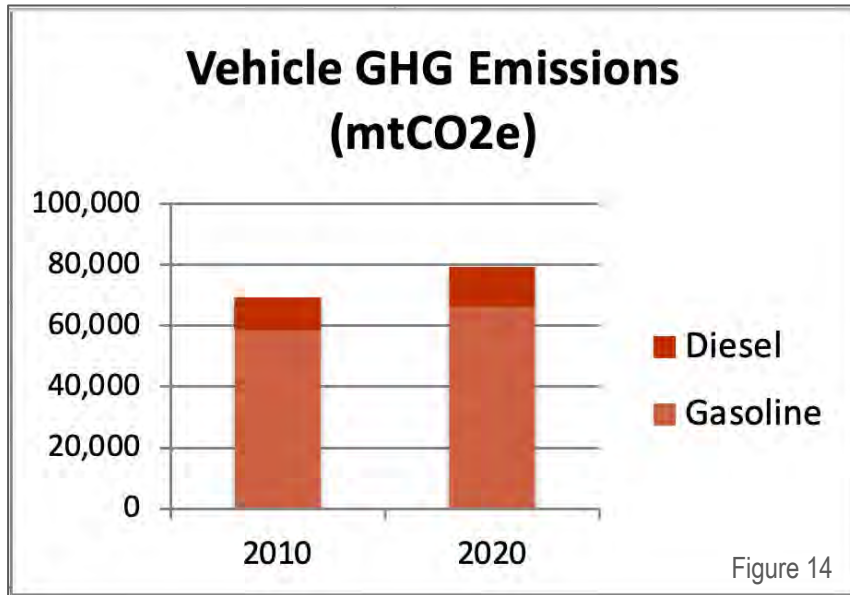
Transportation & Aviation

Transportation

The transportation sector encompasses ground transportation of people and goods travelling within, to, from, and passing through San Miguel and Ouray County. GHGs in the transportation sector stem from the combustion of liquid fuels (gasoline and diesel) by a wide range of vehicles and feel impact from a variety of factors (consumer choice, business demand, urban design, housing/business density, transit corridors, commuter and visitor choices, fuel type, etc.). Types of vehicles within this sector include personal vehicles, light trucks, commercial transport vehicles, heavy duty vehicles, and motorcycles. Due to our region's dependence on tourism comprehensively accounting for all GHGs associated with transportation is challenging. In addition, our GHG inventory was not initially set up to account for transit busses/vans, OHVs, RVs, or other vehicles that are increasingly used across the region. Efforts to improve our transportation emissions accounting are underway and will be incorporated starting with the 2020 GHG Inventory. This plan does not intend to decrease tourism in our region, but instead encourages "cleaner" vehicles and recreation opportunities which may reach a wider audience of visitors, without sacrificing our communities' emission reduction goals.

Opportunities and interventions to reduce emissions in the transportation sector span a range of scales and domains. Opportunities include shifting away from single occupancy vehicle use, transitioning to low-emission vehicle options for personal and commercial vehicles, and increasing viability of public transport options. Potential benefits of these changes include reduced congestion, and improved air quality.

Vehicle Transportation Trends



Vehicle emissions have increased significantly since our 2010 baseline, by approximately 24%. This is mainly associated with an increase in our economy. Commuting workers, services of trades people, and a decrease in local affordable housing have increased the amount of workforce related vehicle transportation. The region has also experienced an increase in tourism, with noticeable visitor and service-related traffic increases throughout the year. During the 2020 and 2021 summer season, as people flocked away from cities, camper, motorhome, and similar vehicles became more prevalent. Jeep and OHV traffic has also been increasing, which is difficult to quantitatively capture in our emissions calculations due to the remote nature of the roads they travel. As demand for parking grows, creating the need for the development of additional infrastructure, we see the opportunity to support infrastructure that prioritizes EV and public transit options.

Vehicle Transportation Accomplishments

- Creation of the San Miguel Authority for Regional Transportation (SMART) to manage and improve public transportation serving San Miguel County.
- Development of Region 10's Four County Transit Study Update report in 2013 identifying needs and opportunities for greater regional public transit.
- Government and commercial business – supplied increases in public transportation opportunities for commuters and visitors.
- Ongoing operation of the free gondola service between TMV and Telluride. Gondola electricity emissions are 100% offset through SMPA's Totally Green Program.



Vehicle Transportation Recommendations

OBJECTIVE 1: Decrease vehicle travel

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Subsidize bus passes for commuting workers.										1-3	TSG, SMART, private employers
Increase affordable and available housing for local workers.										Ongoing	All regional governments
Reduce in-community vehicle use by residents and visitors, i.e. encouraging use of electric bikes										5	All regional governments, SMART
Continue outreach and education efforts around public transit.										Ongoing	SMART, Region 10

OBJECTIVE 2: Increase use of electric vehicles

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Improve tracking and analysis of EV station use.										1-3	SMPA
Increase number and location of EV charging stations.										1-3	Municipal building departments
Electrify fleet vehicles when viable.										5	SMART, SMPA
Require new construction to be EV ready.										Ongoing	Municipal building departments
Develop EV readiness plan for region including alternative fuel and transport options.										1-3	SMPA, all regional governments

KEY





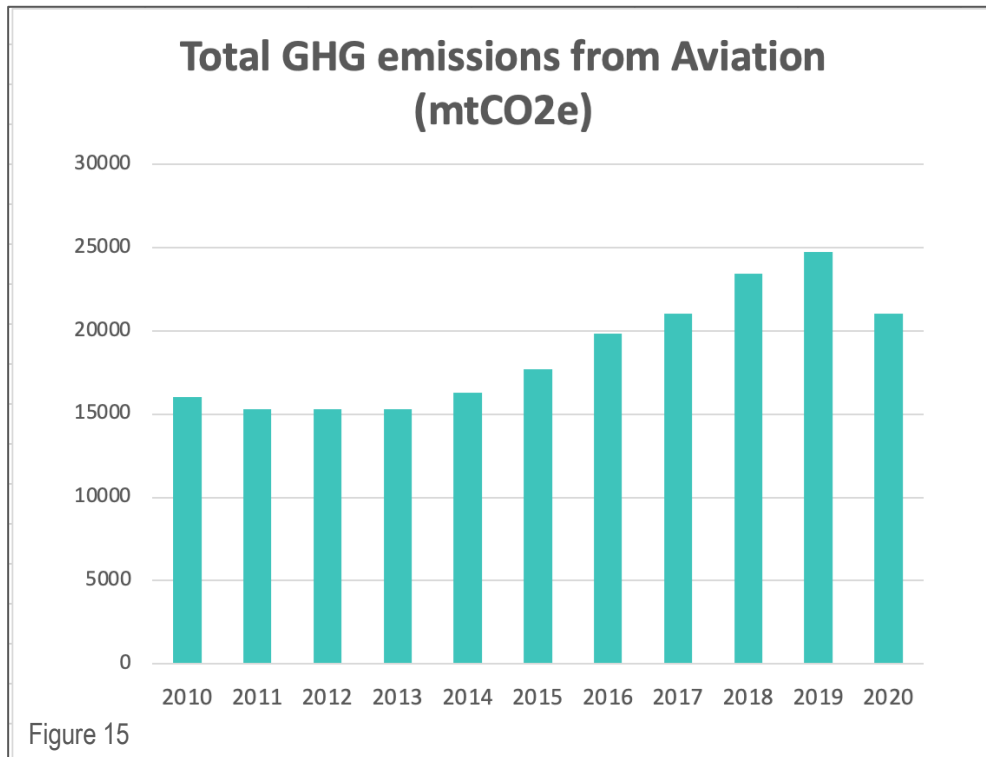
Transportation & Aviation continued...

Aviation

GHG emissions with aviation stem from aircraft fuels exclusively. Operational GHG emissions from buildings and vehicles are accounted for in prior sectors. Opportunities to reduce emissions in this sector include increased aircraft efficiency, electrifying ground support equipment, and maximizing capacity on airplanes to reduce fuel consumption per traveler. As aviation primarily serves to bring visitors and part time residents into San Miguel and Ouray County, we expect continued and possibly increased flight volumes. Moreover, as tourism is the primary industry for our region, maintaining its prevalence while optimizing efficiency is our main concern. The Telluride airport is within scope 1+2 of our GHG emissions, as it is within our regional boundaries. The Montrose regional airport is outside of our regional boundaries, but approximately 75% of travelers through the airport are coming to our counties, so we have traditionally included these associated Scope 3 emissions in our GHG assessment.

Although many airlines intend to reduce GHGs by setting voluntary targets, mandatory fuel efficiency requirements do not exist. Furthermore, because the airline industry operates outside of SEB's direct control, the recommended actions aim to encourage and influence TEX and our regional airports instead of recommending concrete changes. Fortunately, a substantial difference in emissions can be achieved with intentional action when compared to the business as usual scenario.

Aviation Trends



- After relatively steady aviation travel numbers for a few years, the region has experienced a steady increase in airline travel and associated GHG emissions since 2014.
- Visitor numbers increased from 2013 to 2019 due to a combination of several factors including a national demand for outdoor activities, worldwide improved economy, and effective marketing locally, regionally, and state-wide.
- The Montrose Regional Airport (MTJ) reported a noticeable decrease in aviation fuel use and enplanements in 2020.
- The Telluride Airport (TEX) reported a decrease in enplanements, but an increase in aviation fuel use from the airport.

Aviation Accomplishments

- TEX began using sustainable aviation fuel (SAF), a biofuel mix, in January of 2020, one of the first airports in Colorado to provide SAF, with a goal of providing it for 25% of fuel sales. Use of SAF will reduce operational emissions of sulfur oxides, particulate matter (both count and mass) and carbon monoxide.
- TEX is preparing a marketing and communications plan for its passengers on the use of SAF with the help of AVFUEL, the fuel supplier, as a means of educating the public & increasing public support.
- Since 2017, TEX has promoted PCI's Carbon offset program to passengers.
- TEX was the first large entity to subscribe to the Last Dollar community solar array to offset emissions.
- While many visitors fly in/out of MTJ, an increase in private shuttle companies has decreased the number of private vehicle rentals.

Aviation Recommendations



OBJECTIVE 3: Decrease GHG emissions per passenger associated with airline flights serving our region

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Educate, conduct outreach, and encourage travelers to support utilization of local carbon offset programs.					=	\$				Ongoing	Regional airports, Pinhead Institute
Encourage increased use of bio-jet fuel at all regional airports.					=	\$				Ongoing	Regional airports
Support airlines in encouraging travelers to be environmentally responsible through purchasing carbon offsets, selecting sustainable ground transportation options, and other strategies.					=			+		Ongoing	Regional airports

KEY

- GHG Potential 1-4
- Promotes Equity
- Economic Sustainability
- Environmental Quality
- Public Health & Safety
- Builds Resilience



Waste + Material Use

Our regional waste and recycling volumes are estimated to be approximately 13,300 and 1,830 tons respectively based on the Sneffels Waste Diversion Planning Project completed based on 2015 data. Waste, specifically municipal solid waste, accounts for 4% of San Miguel County and Ouray County's emissions. On average each person generates 8.7 pounds of waste a day (2019 GHGI benchmark), slightly below the Colorado average (9 pounds/day) yet nearly double the national average (4.5 pound/day). San Miguel County and Ouray County's dependence on tourism likely contributes to our high waste rate along with the rest of Colorado. GHGs associated with waste primarily come from organic matter (food scraps, leaf litter, wood, etc.) as it decomposes into methane.

All materials sent to landfills and recycling facilities are transported outside of our regional boundaries to Montrose or Grand Junction and are thus considered Scope 3 emissions. Despite waste being outside our inventory scope, we still track waste volumes and implement programs to decrease material sent to the landfill. Reducing waste is a high priority value within our communities due to our direct ability to reduce waste through the 4 R's: refuse, reduce, reuse, and recycle.

Waste & Material Use

Opportunities to reduce emissions in this sector include diverting and/or salvaging organic materials and increasing the efficiency of hauling and processing. Interestingly a range of benefits come into play from diverting/salvaging organic waste including fertilizer and biogas production, which may be used for local food and energy production. At approximately 45% of our waste stream (according to the Sneffels Waste Diversion Planning Project completed in 2015), and a high contributor to GHGs due to the production of methane, increasing composting is a high priority for our region.

Estimates of Food Waste Weights and Volumes					
	Amount	Pounds/Week	Cubic Yards/Week	Tons/Week	Tons/Year
San Miguel County					
Households	3234	13	28	21	1093
Restaurants	100	300	20	15	780
Total			48	36	1873
Ouray County					
Households	1943	13	17	13	657
Restaurants	25	300	5	4	195
Total			22	16	852
Two County Food Waste Total			70	52	2725
Add Two Parts of Wood Chips			140	45	2325
Total Wet Compost Materials			210	97	5050

Figure 16

We continue to work toward increasing the rate of composting as a method of reducing GHG emissions in our region. Large festival events have had the greatest success with composting food-related waste (with Planet Bluegrass accomplishing a 75% diversion rate!). This is due to the highly controlled festival environment where food vendors can be required to utilize compostable materials which are then collected and transported to a regional compost facility. Small scale composting programs are on the rise, with a successful community composting program in Ophir, a free commercial and residential composting drop-off location in Telluride, and a residential compost pickup program developed by a local entrepreneur. Other composting opportunities continue to be explored with varying levels of progress toward development. Expansion/improvement in these facilities along with the formation of partnerships to increase the regional composting network will allow for major reductions in both emissions and tonnage of waste.

Waste Trends + Accomplishments



General Waste:

- A composition study of condo waste stream is being conducted and coordinated with the EPA. Updated information will be provided when available.
- Continuing to work on gathering improved information on our regional waste and better understand its composition.
- Compost, recycling, and trash management for waste diversion at most large-scale area events and concerts.

Composting:
































































- With local encouragement and financial support, regional green waste and food-related waste are now compostable at 3XM, a private composting company located in Olathe, CO. Efforts are in place to increase our region's use of this service.
- Dirty Sturdy's, a private composting business, collects food waste from residents and businesses throughout the region which is then composted and utilized locally. They recently received a local grant to expand their collection capacity.
- The Town of Ophir has successfully operated a community composting program since April 2019, diverting approximately 24,000 pounds of food waste by September 2021.

Single Use Plastic:

- Telluride and Mountain Village passed regulations in 2010 to ban single use plastic bags at grocery stores and implemented a 5-cent fee for paper bags.
- Ridgway students initiated the "Carry On Ridgway Reuses" campaign in 2018 that led the way toward Ridgway Council acting against single use plastic bags and straws.
- TMV enacted the Planet Over Plastics Initiative in 2019 to reduce single use plastics in Mountain Village.
- In response to Green Business Program participant requests, EcoAction Partners began collecting plastic film in 2019 for upcycling into Trex decking. Over 5100 pounds have been collected since program inception and it continues to expand.
- Many restaurants have converted takeout materials from plastics to compostables, and the region continues to work toward a collection program for these commercial compostable materials.

Waste Recommendations

OBJECTIVE 1: Reduce the overall volume of waste transported to landfills through efforts to reduce, reuse, recycle, repurpose and compost


ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
											
Require waste haulers to improve waste stream monitoring and data availability.										1-3	Waste Management, Bruin, 3XM
Encourage waste haulers to use clean energy vehicles.										3-5	Waste Management, Bruin, 3XM
Expand plastic film up-cycling program and other community level recycling programs.										1-3	EAP, TREX
Continue and expand hazardous waste collection services.										Ongoing	SMC, EAP, Waste Management, Bruin, 3XM
Decrease festival and event waste, requiring local management contracts where appropriate.										Ongoing	Festival owners and managers,
Support restaurants and businesses with waste reduction.										Ongoing	EAP, all regional governments

KEY

 GHG Potential 1-4 |
  Promotes Equity |
  Economic Sustainability |
  Environmental Quality |
  Public Health & Safety |
  Builds Resilience

Waste Recommendations

OBJECTIVE 2: Increase composting use and capacity in the region

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Increase community compost programs and individual residential composters. Encourage participation in existing composting programs.					=	\$				1-5	Waste Management, Bruin, 3XM, EAP
Make finished compost available for local use.					=	\$				1-5	All regional governments
Implement large-scale green waste collection programs.					=	\$				1-3	Waste Management, Bruin, 3XM

OBJECTIVE 3: Decrease construction & demolition waste

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Reduce construction & demolition waste through education, encouragement, incentives, and ordinances.					=	\$				3-5	Municipal building departments

KEY

 GHG Potential 1-4	 Promotes Equity	 Economic Sustainability	 Environmental Quality	 Public Health & Safety	 Builds Resilience
---	---	---	---	--	---



Food

Food accounts for 11% of our region's GHG emissions. Though it is considered a Scope 3 emission it is also a high priority to address in meeting our goals. Emissions within our food system come from the production, transportation, and storage of goods. With a tourist economy located in a remote high-alpine mountain region, most of our food is grown, produced, processed, and transported from lower elevation regions. Producing and consuming local food allows for a significant reduction in these GHG emissions, as well as the opportunity to support local environmentally-friendly agricultural producers and small businesses. Food is included in this CAP because of its intimate connection to both human and environmental health.




























Actions within this sector represent significant research and community resilience opportunities.

Food Accomplishments

- Number and size of farmers markets across the region have increased.
- Local agricultural production across SMC, OC, and the Western Slope has increased.
- Distribution of locally produced food has increased through the development of CSA's, food cooperatives, delivery businesses, and other options.

Food Recommendations

OBJECTIVE 1: Increase local organic/natural food production and consumption

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Continue to increase local food supply, distribution, and consumption. Including local programming such as community gardens, CSA's, farmers markets.										Ongoing	Regional farmers markers, food co-ops and agricultural producers
Incentivize and explore innovative methods to expand the growing season, increase production, and implement alternative growing strategies (greenhouses, hydroponics, permaculture, etc.).										3-5	San Miguel Basin Extension Office
Develop local food production monitoring program associated with GHG reductions.										1-3	PES Program

KEY





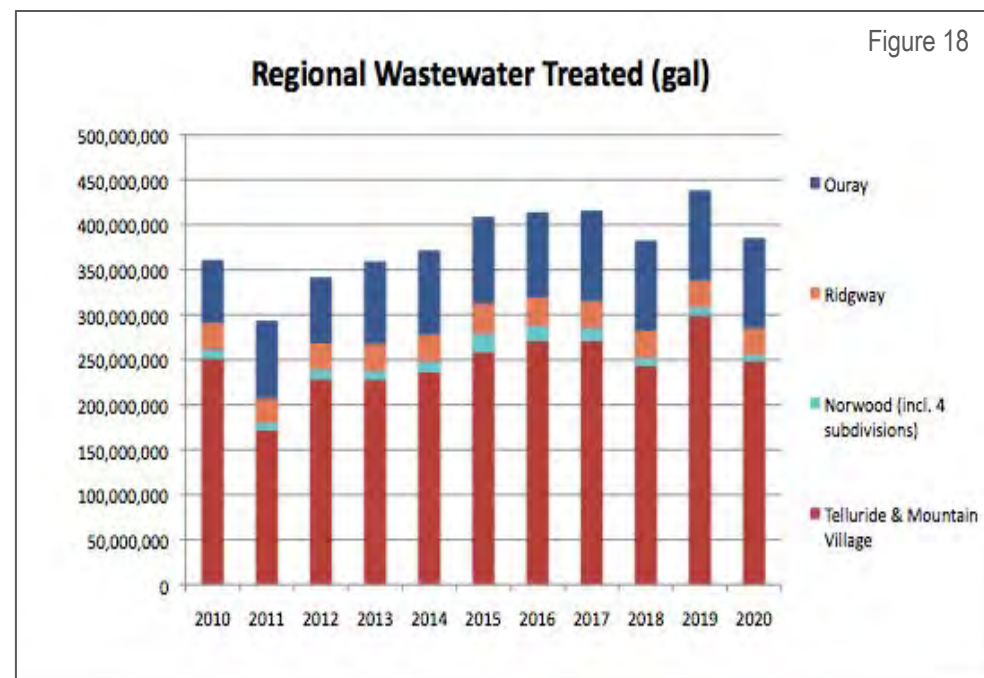
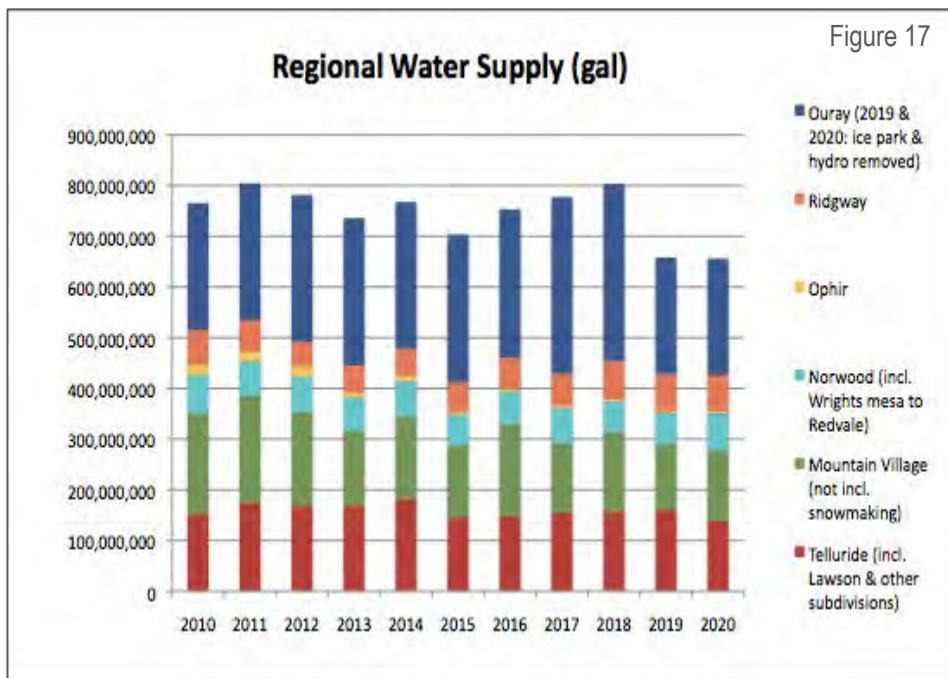
Water

GHG emissions associated with water use in our region come from water pumping and treatment. Nearly all GHG emissions associated with water treatment are tied to energy supply for those systems, while additional energy used for heating water is included in the building energy use sector. While GHG emissions associated with municipal water comprise less than 2% of our region's total emissions, we have included it in this CAP as it is intimately tied to environmental and economic health of our region.

Due to the relationship between water and energy use, our recommendations in this section primarily focus on reducing the use of energy associated with water consumption, pumping, and treatment. We recognize the importance of water conservation planning, metering and monitoring, and implementation of water conservation policies and efficiency technologies. Creative solutions to reduce water consumption, such as eliminating use of potable water for irrigation, will need to be considered as part of creating a sustainable future.

Water scarcity is nothing new in Western Colorado and we applaud the efforts and actions made by Southwestern and Tri-County Water Conservancy Districts, San Miguel Watershed Coalition, Uncompahgre Watershed Partnership, as well as public and private landowners working to improve water quantity and quality now and for years to come. We hope to contribute to the goals outlined in our region's plans for water security, while recognizing drought mitigation stands beyond the scope of this CAP.

Water Trends



EcoAction Partners tracks annual water use by communities across the region for the SEB to analyze usage, consumption, and energy associated with water supply and wastewater treatment. Significant changes in domestic water use have been noticed to be associated with water leaks and their repair and an increase of water use for irrigation during drought years. As our visitor economy increases, population expands, and new homes and commercial buildings are constructed, we must continue to closely track changes in our water usage associated with this increased demand.

Of note for the above charts:

- The City of Ouray continues to work on improving their means and methods toward tracking accurate water consumption and treatment data. Since the city's water is supplied via gravity, water leaks in the supply system have been treated with less concern than for communities that must pump their water supply, which leads to a relatively high volume for the size of the community.
- Enforced irrigation restrictions in drought years create a noticeable reduction in water use.
- Many consumers of municipally-supplied water are on septic systems, and thus not served by wastewater treatment plants.























































Water Accomplishments



- Water conservation plans have been adopted by the Towns of Telluride and Ridgway.
- Drought mitigation plans were adopted and are enforced by Towns of Telluride, Mountain Village, Ridgway, Norwood, and Ophir.
- Norwood installed a raw water irrigation collection system.
- The Town of Ophir identified and fixed a significant water supply leak in 2013, reducing its water supply volume in half.
- Increase in percentage of households with low flow fixtures across the region.
- Hazard mitigation plans for addressing drought conditions:
 - [San Miguel County](#)
 - [Ouray County](#)
- The San Miguel Watershed Coalition and Uncompahgre Watershed Partnership each produce watershed health reports.
 - [SMWC State of the Watershed](#)
 - [UWP Watershed Reports](#)
- Increase in local, regional, and statewide organizational efforts to address water consumption across Colorado.
- The San Miguel Watershed Coalition (SMWC) produced a proposal for an Integrated Hydrologic Modeling of the San Miguel Watershed Using MIKE SHE in 2021.
- In 2022 the Dolores River Canyon National Conservation Area and Special Management Area Act was introduced to help protect the Dolores River.

Water Recommendations

OBJECTIVE 1: Reduce water consumption from municipal and industrial uses

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
											
Track water and wastewater use data, associated energy use, and impacts of conservation/drought mitigation measures.										Ongoing	Municipal water departments
Evaluate and implement system methodologies to reduce water-associated energy use.										1-3	Municipal water departments
Encourage and incentivize low flow water fixtures.										1-3	CO state govt, Municipal water departments
Encourage use of alternative water systems i.e. rainwater, greywater.										Ongoing	SMWC, all regional governments, municipal water departments
Support efficient agricultural water practices and incentivize savings.										Ongoing	PES program, municipal water departments

OBJECTIVE 2: Improve watershed health and security

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
											
Continue to develop, adopt, implement, and enforce municipal drought mitigation plans.										Ongoing	All regional governments
Support efforts of organizations (local, regional, and statewide) that focus on water security and watershed ecological health.										Ongoing	SMWC, Uncompahgre Watershed Partnership

KEY





Land

Land use contributes to both emissions and sequestration of our region's GHG emissions. Carbon exists in different forms across our landscape. Soil, plants, water, and other aspects of our region's ecosystem exchange carbon for different uses creating a dynamic state of equilibrium. Land use such as tilling, planting and fertilizing cropland, and grazing livestock releases ecosystem carbon and nitrogen as greenhouse gases into the atmosphere in the form of carbon dioxide and other GHG trace gases such as nitrous oxide and methane. Simultaneously, other forests, vegetation, wetlands, designated open space, and many agricultural practices sequester carbon and increase moisture retention of the land. Functional, flourishing ecosystems increase regional capacity to be resilient and cope with a changing climate. Utilizing nature-based solutions to sequester carbon and improve ecosystem health is an extremely valuable endeavor that supplements mitigation and adaptation strategies.

In 2019, San Miguel County hired Marc Easter Consulting LLC in tandem with DBA Farm Table & Sky to conduct a land use GHG inventory for the county. Their study provided insights into what changes could improve soil health (water retention and infiltration, nutrient cycling, and crop capacity) and increase GHG emissions and sequestration potential of SMC land. These recommendations helped guide the development of SMC's Payment for Ecosystem Services Program. The PES plan highlights those exciting opportunities for ranchers, agriculturalists, and other land managers to receive monetary compensation for the environmental actions they practice.

Land Use - Forestry

San Miguel County Non-Federal Land Cover

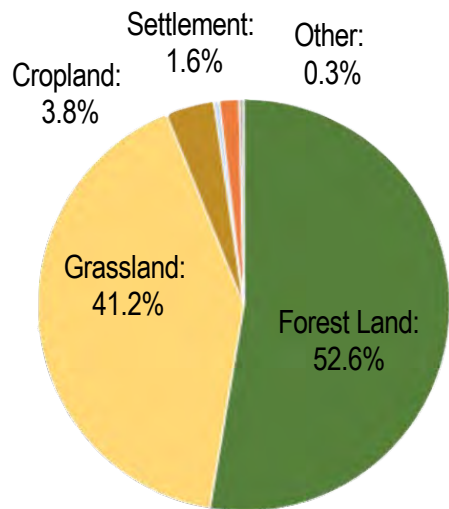


Figure 19

Ouray County Non-Federal Land Cover

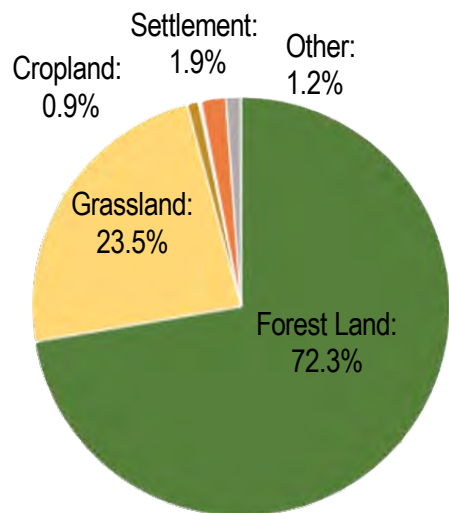


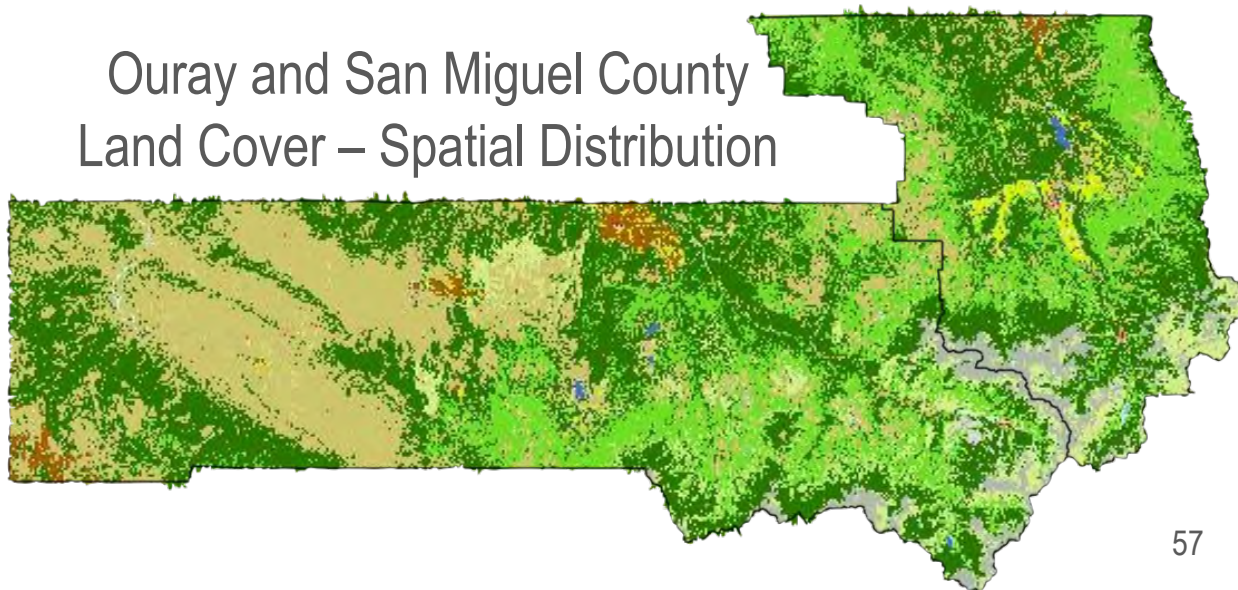
Figure 20

The health, function, and structure of our diverse ecosystems intimately relate to both our economic sustainability and resilience to the stressors of climate change. Changes in vegetation cover due to disturbances or natural succession impact our landscape’s ability to sequester carbon. The following section describes changes in our beloved landscape and the impacts it has on GHG emissions and reductions. Because our municipal and county governments hold little control over federal land practices, we have chosen to exclude federally owned and operated land from our emissions calculations but feel it is important to understand and account for these changes in our goal setting and program creation decisions.

Forests make up the vast majority of our region’s ecosystems (72.3% in Ouray County, 52.6% in San Miguel County) with grasslands constituting most of the remainder (23.5% in OC, 41.2% in SMC). In total, our ecosystems remove around 181,000 mtCO₂e annually from the atmosphere, roughly half of our annual regional emissions. There’s potential through PES and other local land initiatives to increase this sequestering capacity and promote long-term forest health.

Figure 21

Ouray and San Miguel County Land Cover – Spatial Distribution



Land Use – Forest Disturbances

Forest Disturbances as of 2001

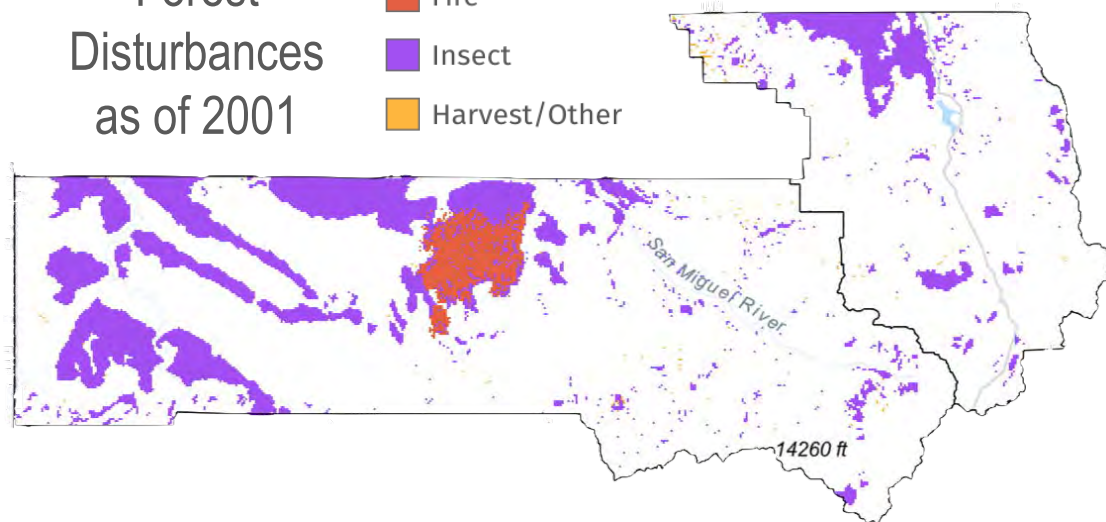
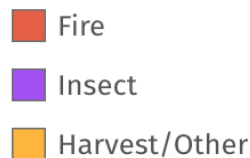


Figure 22

Forest Disturbances as of 2016

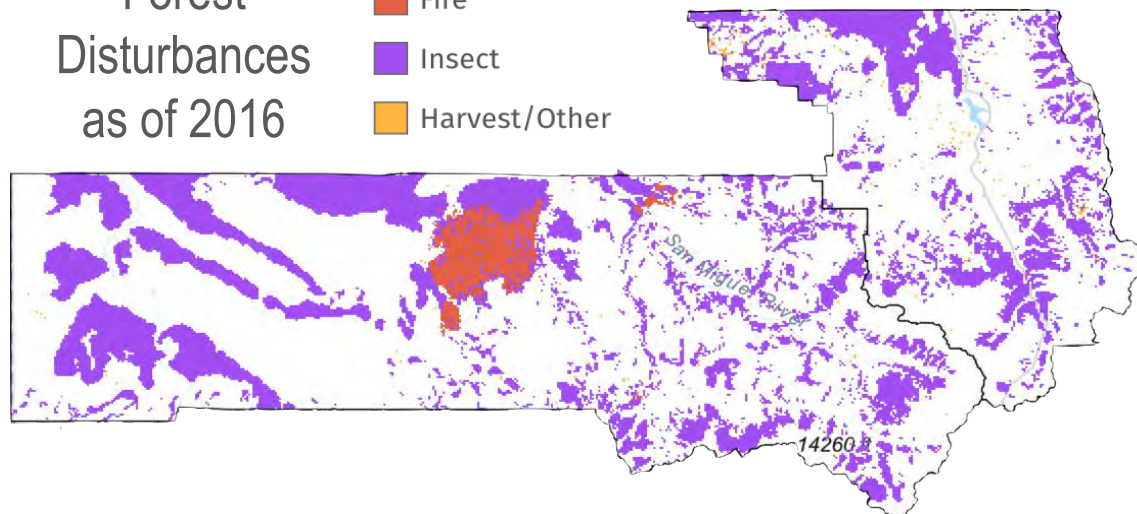
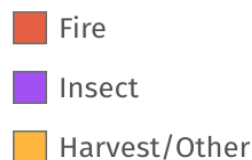


Figure 23

Though most of our region's forests remain healthy year to year, there has been a drastic increase in forest disturbances, specifically insect damage.

From 2001-2010, insect damage impacted roughly 68,000 acres of our region's non-federal lands. The extent of this damage is depicted left on both federal and non-federal land. The GHG inventory accounting covers the emissions and reduction changes from 2011 onward to correlate with our 2010 baseline year.

The primary impacts of insect damage takes three forms.

1. From a GHG perspective; prevents our forests from removing carbon from the atmosphere and produces its own emissions.
2. From a risk perspective; greatly increases the risk of severe forest fires and mudslides.
3. From an ecological perspective; disrupts several ecosystem processes including soil stability, flood control, wildlife habitat, and nutrient exchange.

These may produce serious compounding affects, not fully accountable in a GHG inventory.

Land Use Accomplishments



- Areas throughout the region that have been set aside as open space sequester carbon, including [Telluride's Valley Floor](#).
- Land Trusts throughout the region have grown, preserving land and preventing development through conservation easements.
- SMC established and has maintained a Baseline Soil Health Study since 2016, with a plot program study based on 25'x50' plots of land.
- SMC planted the Pollinator Garden at the County's Down Valley park in 2017 and continues with plantings and management of this 7500' garden each year.
- A Rare Plant Study was completed by SMC in 2010.

Payment for Ecosystem Services

San Miguel County is piloting a soil health [Payment-for-Ecosystem-Services \(PES\) Program](#) to develop a protocol to help farmers and ranchers improve their soil and increase the water holding capacity. Soil scientists across the world are studying the effects of increasing soil organic matter and encouraging healthy soil microbes in order to produce healthier and better yields of grass and/or crops for years to come. Increasing the soil's water holding capacity may help ease the effects of droughts as the soil acts more like a sponge, holding onto more of the water that falls. Balanced and healthy microbial activity can increase plant growth and maintain a soil environment which may decrease the opportunity for invasive plants to get established. The pilot program will also explore the levels of carbon that can be sequestered within our local soils. Ideally, this will develop into a way for farmers and ranchers to get paid for ecosystem services centered on soil health. Funding for the program falls under the County's Open Space Commission and includes funding for forest health initiatives, a fen wetland study, and community education.

Land Use Recommendations

OBJECTIVE 1: Increase the GHG sequestration and water retention capacity of land in the region

OBJECTIVE 2: Increase yield and health of crops and livestock through use of regenerative agricultural and ranching practices

OBJECTIVE 3: Increase GHG sequestration capacity of trees and plant life in the region

*Objectives apply to all actions

Action	GHG Reduction Potential				Co-Benefits					Timeline	Partners
Support San Miguel County in implementing their Payment for EcoSystem Services (PES) Program.										1-3	SMC, agricultural producers, ranchers, landowners
Quantify GHG impacts of carbon sequestration actions and relate them to our GHG emissions inventory.										3-5	EAP
Increase measures to promote and protect healthy forests.										Ongoing	SMA, all regional governments
Implement programs, develop incentives and encourage the planting of trees appropriate for specific ecological zones.										Ongoing	All regional governments, Seas for Trees
Encourage landscaping according to best practices for local ecological zone.										Ongoing	All regional governments, building departments
Improve wetland protection.										Ongoing	All regional governments, SMA, TI, SMWC
Review policies and tax mechanisms to ensure wide use land practices and encourage sequestration.										1-3	All regional governments, SMA

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience

Acknowledgments

EcoAction Partners Preparer Contact Information:

Name	Title	Email
Emma Gerona	Executive Director	director@ecoactionpartners.org
Kim Wheels	Energy Specialist	Kim@ecoactionpartners.org
Chris Medary	Climate Action Fellow	Vista@ecoactionpartners.org
Traci Schalow	Graphic Design Support	tschalow@mac.com

Sneffels Energy Board:

The San Miguel and Ouray County Regional Climate Action Plan was prepared by EcoAction Partners with extensive input from the Sneffels Energy Board. It would not be possible without the expertise, time, and dedication of this Advisory Committee. Many other stakeholders representing all sectors provided expertise and data to support the development of this CAP and GHG Inventory analysis. We would like to express our thanks to each of them.

Organization	Person	Title
City of Ouray	Ethan Funk	City Council member
Ouray County	Ben Tisdell	County Commissioner
Ouray County	Jake Niece	County Commissioner
San Miguel County	Lance Waring	County Commissioner, EAP Board
San Miguel County	Starr Jamison	Natural Resources & Special Projects Director
Town of Mountain Village	Patrick Berry	Town Council member, EAP Board
Town of Mountain Village	Zoe Dohnal	Business Development & Sustainability Director
Town of Ophir	Ken Haynes	Ophir Town Manager
Town of Ridgway	John Clark	Ridgway Town Mayor
Town of Ridgway	Preston Neill	Ridgway Town Manager
Town of Telluride	Karen Guglielmone	Environmental & Engineering Division Manager
Town of Telluride	Todd Brown	Town Council member, EAP Board
San Miguel Power Association	Alex Shelley	Communications Executive
San Miguel Power Association	Kevin Cooney	SMPA Board member, EAP Board
San Miguel Power Association	Phil Zimmer	Energy Services Executive
San Miguel Power Association	Terry Schuyler	Key Account Executive
San Miguel Power Association	Wiley Freeman	Manager of Member Services & Marketing
EcoAction Partners	Audrey Morton	Previous EAP Board Director
Pinhead Climate Institute	Adam Chambers	Climate Scientist
Ridgway Ouray Community Council	Dave Jones	ROCC Clean Energy Committee
Rotary International of Telluride	Madeline Allen	SMC community representative
San Miguel Authority for Regional Transportation	David Averill	Executive Director
Seas of Trees	Joanna Kanow	SMC community representative
Telluride Institute	Tucker Szymkowicz	Executive Director

Other Contributing Stakeholders:

Organization	Person	Title
Black Hills Energy	Ed Holland	Black Hills Energy Small Business Direct Install Program
Bruin Waste Management	Chris Trospen	Manager
City of Aspen	Chris Menges	Climate & Sustainability Programs Administrator
Lotus Engineering & Sustainability	Julia Ferguson	Managing Director of Communications and Engagement
Lotus Engineering & Sustainability	Rachel Meier	Research Associate
Montrose Regional Airport (MTJ)	Vendla Stockdale	Property & Contracts Director
Telluride Regional Airport (TEX)	Kenneth Maenpa	Airport/FBO Manager
Telluride Ski & Golf	Erin Kress	Mountain Operations Administrator
Wilkinson Public Library	Joanna Spindler	Adult Programs Specialist
Telluride Ecology Commission		
Mountain Village Green Team		
Ridgway Ouray Community Council		

Appendix

Additional supporting materials can be found on the [CAP supporting documents webpage](#)



Appendix 1: Jurisdiction Specific Action List

The actions included in this appendix offer additional municipal/jurisdiction specific actions selected to support accomplishment of our regional objectives. We offer this information to illuminate potential actions for each municipality within our region, as actions for some may be achievements for others (i.e., water and/or energy metering).



San Miguel County

San Miguel County is home to 5,086 residents. San Miguel County has municipal and community-level GHG tracking in place and has a target of reaching carbon neutrality.

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Develop and adopt a jurisdiction specific climate action plan to guide the county government in prioritizing climate actions.					=	\$		+		1	SMC and others

KEY

 GHG Potential 1-4 |
  Promotes Equity |
  Economic Sustainability |
  Environmental Quality |
  Public Health & Safety |
  Builds Resilience

Town of Telluride

The town of Telluride has a population of 2,608 residents and is making progress toward its [Telluride-specific Climate Action Plan](#) which was originally published in 2015 and updated in 2021. Telluride is located in San Miguel County and is working to be resilient, healthy, and more equitable as a community. Through collective and committed climate action, the goal is to create a thriving, safe, and sustainable environment that prioritizes conservation of natural resources, supports local economies, and affords all members of the community a high quality of life. Climate action is essential to the environmental sustainability work Telluride is doing. It includes continued expansion of affordable housing options within the town and the region; expansion of the regional wastewater treatment plant to ensure good water quality in the San Miguel River; and exploration of electrification.



ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Promote/incentivize optimal control systems and thermostat settings to couple comfort with efficiency.										1-3	Telluride
Promote/incentivize building automation systems (such as key card entry activation of electricity in lodging rooms).										1-3	Telluride
Incentivize energy efficiency upgrades in rental properties.										Ongoing	Telluride
Develop renter-specific outreach and education campaigns.										1-3	Telluride

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience

Town of Ridgway

The town of Ridgeway has a population of 1,183 residents and is located in Ouray County. Town representatives participate in the Ridgeway Ouray Community Council (ROCC) to work towards maintaining quality of life and sustainability for present and future generations. Ridgeway encourages the use of carbon-free and renewable energy systems within the town and supports the goal of carbon neutrality for Colorado.



ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Adopt an energy code that achieves equivalent or better energy performance than the 2021 international energy conservation code and the model electric and solar ready code developed by the energy code board.					=	\$				Ongoing	Ridgway
Encourage the use of innovative building practices and materials, as allowed by the Town's building regulations, including the international energy conservation code, when such practices or materials would increase energy efficiency, curb greenhouse gas emissions, and reduce home costs.					=	\$				Ongoing	Ridgway

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience

Town of Ridgway (continued)

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Work with SMPA and the Ridgway Space to Create owner to move forward on installing a solar/storage system, commonly referred to as a Microgrid, at Ridgway Space to Create.					=	\$		+		1-3	Ridgway
Promote/incentivize optimal control systems and thermostat settings to couple comfort with efficiency.					=	\$		+		1-3	Ridgway
Promote/incentivize building automation systems (such as key card entry activation of electricity in lodging rooms).					=	\$		+		1-3	Ridgway
Incentivize energy efficiency upgrades in rental properties.					=	\$		+		Ongoing	Ridgway
Develop renter-specific outreach and education campaigns.					=	\$		+		1-3	Ridgway

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience

Town of Mountain Village

The town of Mountain Village has 1260 residents and is located in San Miguel County. The [Town of Mountain Village-specific Climate Action Plan](#) was developed 2020 with a target of carbon neutrality by 2050. The Town of Mountain Village will be alternating years of the Solar Co-op with the new Building Energy Incentive Program – a 2023 pilot program targeting energy inefficiencies and energy loss in existing residential and commercial buildings. The Town of Mountain Village has a Composting Pilot Program at Village Court Apartment (VCA). The Town is working with local waste haulers to bring widespread commercial and residential composting to Mountain Village and the region. In 2022, irrigation assessments were added as a pre-requisite to the Smart Irrigation Controls Program. The Town implements its Water Conservation Program each summer.

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Smart Building Program: Promote energy efficiency, energy reduction, and renewable energy use by waiving up to 100% of building permit fees for those renovating, expanding, or building.										Ongoing	Mountain Village
Solar Co-Op: Promote solar through assistance/rebates for homes/businesses that offset energy use with a renewable energy source.										Ongoing	Mountain Village, Solar United Neighbors, TMVOA
Farm to Community Incentive: Promote local food sourcing by offering a 14-week food share of locally farmed produce and food items and encouraging non-qualifying residents to become CSA members.										Ongoing	Mountain Village
Compost Incentive: Incentivize diversion of organic matter by providing 20 households with composting units, scales, and training.										Ongoing	Mountain Village
Cedar Shake Incentive: Incentivize re-roofing with fire-rated roofing material by waiving building permit fees.										Ongoing	Mountain Village
Wildfire Mitigation/Defensible Space: Promote creation of defensible space by reimbursing costs up to 50% or \$10,000.										Ongoing	Mountain Village

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience

Town of Mountain Village (continued)



ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Smart Irrigation Controls: Incentivize water conservation by providing a rebate for the purchase and installation of EPA WaterSense smart irrigation controls.					=	\$		+		Ongoing	Mountain Village
Promote/incentivize optimal control systems and thermostat settings to couple comfort with efficiency.					=	\$		+		1-3	Mountain Village
Develop local hydropower capacity (through existing dam retrofits, micro-hydro, pico-hydro, and run of the river, etc.)					=	\$		+		7-10	Mountain Village
Promote/incentivize building automation systems (such as key card entry activation of electricity in lodging rooms).					=	\$		+		1-3	Mountain Village
Incentivize energy efficiency upgrades in rental properties.					=	\$		+		Ongoing	Mountain Village
Incentivize large employers that provide seasonal housing to deploy large-scale energy efficiency upgrades.					=	\$		+		Ongoing	Mountain Village
Develop renter-specific outreach and education campaigns.					=	\$		+		1-3	Mountain Village

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience

City of Ouray

































The city of Ouray is home to 903 residents and is located in Ouray County. Through 2012, the City adopted an [Energy Action Plan](#), guiding them toward implementing many actions that reduce government energy use into the future. Additionally, the Ridgeway Ouray Community Council (ROCC) works toward maintaining quality of life and sustainability for present and future generations. Much of the City’s attention is now directed toward dealing with diminishing Geothermal hot water resources from our aquifer, likely due to the long-term regional drought. The City relies on these resources for both the Hot Springs Pool, and for some additional building heat. City leaders are looking at how to optimize and possibly expand use of these resources. They plan to continue to purchase “green power” from our electrical provider for all city owned electrical accounts.

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Develop local hydropower capacity (ideally through existing dam retrofits, micro-hydro, pico-hydro, and run of the river).					=	\$		+		Ongoing	City of Ouray
Install methane digesters, both small and large (adequate feedstock provided).					=	\$		+		5-10	City of Ouray
Adopt 2018 International codes with specific local requirements to exceed minimum standards.					=	\$		+		1	City of Ouray, building trades

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience

City of Ouray (continued)

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Promote/incentivize optimal control systems and thermostat settings to couple comfort with efficiency.					=	\$		+		1-3	City of Ouray
Promote/incentivize building automation systems (such as key card entry activation of electricity in lodging rooms).					=	\$		+		1-3	City of Ouray
Incentivize energy efficiency upgrades in rental properties.					=	\$		+		Ongoing	City of Ouray
Develop renter-specific outreach and education campaigns.					=	\$		+		1-3	City of Ouray
Install water meters.					=	\$		+		3-5	City of Ouray
Improve water usage data.					=	\$		+		Ongoing	City of Ouray

KEY

 GHG Potential 1-4 |
  Promotes Equity |
  Economic Sustainability |
  Environmental Quality |
  Public Health & Safety |
  Builds Resilience

Town of Norwood

The town of Norwood has a population of 536 residents and is located in San Miguel County. Norwood adopted Colorado’s previous state goals of reducing GHG emissions 20% by 2020 along with the rest of the Sneffels Energy Board.



ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Install solar PV on municipal buildings and facilities										1-5	Norwood
Develop and implement energy saving and environmentally sound domestic water conservation plans										1-3	Norwood

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience



The town of Ophir is located in San Miguel County and has 198 residents. The town of Ophir has several groups working towards environmental and sustainable initiatives for the community. The Water Commission has been working in partnership with the team of engineers at SGM to create a comprehensive plan for the municipal water usage and to develop a conservation plan. The Ophir Environmental Commission works towards conservation of the lands, including high carbon sequestration areas like wetlands and old growth forest in and around Ophir. The Ophir Self Reliance Commission had its fifth year managing the community compost program that diverts around 17,500 lbs. of waste from landfill annually. In addition, the town government has maintained 100% offset by renewable energy.

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Adopt 2018 International codes with specific local requirements to exceed minimum standards.					=	\$		+		1	Ophir, building trades
Explore community solar project and microgrid resiliency.					=	\$		+		3-5	Ophir, SMPA
Implement water metering.					=	\$		+		3-5	Ophir, Ophir Water Commission
Develop and implement energy saving and environmentally sound domestic water conservation plans.					=	\$		+		1-3	Ophir, Ophir Water Commission
Create a new educational campaign around compost programming. Make finished compost available for local use.					=	\$		+		1-3	Ophir, EAP
Explore micro hydro capacity.					=	\$		+		7-10	Ophir
Install community EV charging system.					=	\$		+		1-3	Ophir
Improve wetland protection specifically local fens					=	\$		+		3-5	Ophir, Ophir Water Commission, SMWC

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience



Ouray County has a population of 5,046 people. Through the facility update plan the county is improving energy efficiency of all county buildings, switching to electric heat pumps and eliminating natural gas to the maximum extent possible. Additionally, they are pursuing behind-the-meter solar generation for county facilities to reduce utility costs. The county is working with SMPA to identify local solar generation locations and supporting government and community transition to EVs by supporting EV charging infrastructure. Ouray County plans to pursue electrification of its vehicle fleet to the maximum extent practical.

ACTION	GHG REDUCTION POTENTIAL				CO-BENEFITS					TIMELINE	PARTNERS
Transition government vehicles to electric where functionally equivalent EVs are available.					=	\$		+		1-5	Ouray County, Enterprise
Utilize Land Use GHG Inventory and PES Program to develop and implement land use recommendations.					=	\$		+		1-3	Ouray County, agricultural landowners, forest land trusts
Integrate energy efficiency and electrification into county facility upgrade plan and install behind the meter solar to cover 100% of Ouray County's electricity use.					=	\$		+		1-5	Ouray County
Enhance local transit options					=	\$		+		1-3	Ouray County, transit providers

KEY

GHG Potential 1-4 |
 Promotes Equity |
 Economic Sustainability |
 Environmental Quality |
 Public Health & Safety |
 Builds Resilience



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item No. 20

TO: Town Council

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

FOR: Town Council Regular Meeting

DATE: August 17, 2023

RE: Information, Douglas Fir Beetle Infestation

Executive Summary: Douglas fir beetle is active in the Town of Mountain Village (TMV) and is now affecting trees at levels that may indicate an infestation. Native insects (such a Douglas fir beetle) and fire are a part of the natural cycles of regeneration in our disturbance driven forest types. Our forests require disturbances for their renewal and disruptions are vital components of the ecological processes driving sub-alpine biological communities. This outbreak is likely a result of overcrowded forest conditions and combined stress from recent drought and spruce budworm outbreak that has been active in TMV for the past 7 years. Similar outbreaks are being experienced by other mountain resort towns, including Aspen. Douglas fir beetle has likely progressed beyond our ability to contain it. We will need to start looking to ways that we may adapt to this and other insect outbreaks, which are becoming more formidable due to warming. Adaptive solutions include public education and the application of best management practices (BMPs) to improve forest resiliency both before and after infestations occur. Tree and forest best management practices include thinning to improve tree health and resiliency; clearing out tree mortalities to reduce insect population sinks; and cleaning out dead and down fuels, which will reduce fire risks and encourage better forest regeneration. Although challenges exist for applying the BMPs in perfect textbook style, it is important that we apply them to the best of our ability and engage property owners as partners in the process.

What is happening - Douglas fir beetle:

Knowing that Douglas fir beetle is out there, we put out 1,185 MCH packets (a Douglas fir beetle deterrent) this spring to discourage the beetles from attacking trees. It appears that there are now enough Douglas fir beetle in sufficient numbers that they are finding their way into TMV's trees. Douglas fir beetle, a native Colorado insect, is a tree killing beetle of the Douglas fir tree (Garrison, et al. 2016). This beetle typically attacks stressed or dying trees, fresh blow downs, old trees, drought-stricken trees, and trees that have been attacked by defoliating insects. When we discovered several Douglas fir trees had died, we had initially taken steps in the direction of containment, but upon further investigation, we could not determine where the infestation ends. Upon this discovery we decided to notify the Town Council about this Douglas fir beetle infestation.

Beetles are part of larger natural cycles of regeneration:

All the forest types that grow in TMV are disturbance driven and require disruptions for regeneration and renewal. Native insects (such a Douglas fir beetle) and fire are a part of these natural cycles. These cycles are vital component of the ecological processes driving sub-alpine plant communities in Colorado and throughout the world.

Why it is happening:

TMV has been experiencing a spruce bud worm (Garrison, et al. 2016; Mellen-Mclean et al. 2010), a defoliating insect, epidemic for the past seven years and this, in conjunction with recent droughts, is likely the primary stressor that has led to this Douglas fir beetle outbreak (Cole et al. 2022.). The 2001 Colorado State Forest Service (CSFS), forest health report stated that fire suppression and reductions over the past century in harvesting have increased stand densities, which contributes to higher susceptibility to insects, diseases, and high intensity fires. In the conclusion, the report specifically listed Telluride as an area needing particular attention. High sub-alpine fir mortality rates (high stand densities and fire suppression) have set the stage for insects and disease (Colorado State Forest Service, 2001). The 2006 CSFS forest health report said that Colorado forests are old, weakened by drought, overcrowded, and very susceptible to, insects, disease, and wildfire. This report stated that “near Telluride, there are concerns about wildfires due to the large areas of standing dead trees on steep slopes surrounding the town” (Colorado State Forest Service, 2006). In 2012 a previous TMV forester recommended action “...to maintain and improve forest health conditions in timber stands within the town’s boundaries, with an emphasis on stands bordering the Wildland Urban Interface (WUI) on the town’s northern and southern boundaries. Forest health has deteriorated regionally due to a combination of problems such as bark beetles attacking Douglas fir, sub-alpine fir, and spruce...and drought.” (Agenda item 14 Town Council Meeting, January 10, 2012). The 2013 CFSF forest health report asserts that forest management is a long-term investment, “The decisions we make today will shape the forests of the future. Our decisions matter. As our forests age and become even more crowded, competition for resources add stress, which contributes to large-scale insect infestations and disease outbreaks, which increases the risks of catastrophic wildfire”. The report asserts that we must act to reduce those risks and bring the forests back to a healthy, sustainable state, “The most effective and cost-efficient way to reduce the impacts of future large-scale forest threats is to proactively address them before they (threats) arrive, through proactive management.” (Colorado State Forest Service, 2013).

It has likely progressed beyond our ability to contain it:

Trees typically have about 5 years of stored energy reserves. Since spruce budworm defoliates trees on an annual basis, the trees are unable to generate sufficient quantities of sugars to sustain their metabolic processes and have been left to rely on their stores of energy (sugars) year over year. Spruce budworm primarily defoliate Douglas fir and subalpine fire trees in TMV. Those energy stores are now becoming depleted. The spruce budworm outbreak has been widespread across the region and this stress makes trees susceptible to other insects, such as Douglas fir beetle. In fact, I have been observing pockets of dying, orange Douglas fir trees all the way down valley between Telluride and Placerville. Douglas fir beetle infestations are also happening in areas around the state, for example, Aspen is another mountain resort town that has been experiencing a Douglas fir beetle outbreak.

Solution(s):

Although the sight of entire areas of dead and dying trees can be distressing, this event, over time, will facilitate tree and forest regeneration. All the forest types in TMV are disturbance driven and require disruptions for renewal. Our forests, overall, have become overcrowded and, as a result, the trees are

more stressed. Beetles key in on stressed trees. The beetles will thin out the forests, which in turn will stimulate the growth of aspen trees and later contribute to conifer regeneration. Over time, risks associated with crown fires will be reduced. We may also address the risk of high-intensity ground fire if we are diligent in removing the ground fuels that result from the tree mortalities.

It is very important that, as a community, we adapt to these natural processes rather than becoming disheartened with the initial impacts of them. Active forest management is required to maintain healthy forests. We need to work with nature rather than against it. For example, trying to stop this insect infestation could easily result in expending large amounts of resources with little result and reduce the time and energy we could be investing to address other forestry issues that are just over the horizon. There are many actions that we may take individually and as a community to work with natural processes to steer our forests toward a desired condition. We are actively working with Dr. Jason Sibold to explore options for doing just that.

We will need to start looking for ways to adapt to this and other insect infestation(s) that we are and will be experiencing. We may do this through education about the factors affecting our forests and the options that we have at our disposal to address them. These options include forestry best management practices (benefits of thinning on tree health and resiliency, removing infested trees, and etc.), addressing hazard trees, clearing out tree mortalities, and cleaning out the dead and down fuels to reduce the possibility of high intensity ground fires that could burn up the topsoil and halt forest regeneration. Thinning our forests by removing declining and dead trees and removing trees to create less crowded conditions is the best approach. This will reduce competition and reduce fire risks and thus produce a more resilient forest for our community.

References:

Cole, H.M.; et al. 2022. Outbreaks of Douglas-Fir Beetle Follow Western Spruce Budworm Defoliation in the Southern Rocky Mountains, USA. *Forests*, 13, 371. <https://doi.org/10.3390/f13030371> .

Colorado State Forest Service. 2001. The 2001 Report on the Condition of Colorado's Forests. <[csfs01anrept.indd \(colostate.edu\)](#)>.

Colorado State Forest Service. 2006. 2006 Report on the Condition of Colorado's Forests. <[06fhr.pdf \(colostate.edu\)](#) >.

Colorado State Forest Service. 2013. 2013 Report on the Condition of Colorado's Forests. <[2013ForestHealthReport.pdf \(colostate.edu\)](#)>.

Garrison, et al. 2016. Douglas Fir Beetle, Colorado State Forest Service, FM 2016-1, <<https://csfs.colostate.edu/wp-content/uploads/2016/01/Douglas-Fir-Beetle-QuickGuide2016.pdf> >.

Garrison, et al. 2016. Western Spruce Budworm, Colorado State Forest Service, FM 2016-2, <[Western Spruce Budworm QG 10May2016.pdf \(colostate.edu\)](#) >.

Mellen-McLean, et al. 2010. Synthesis of Regional Wildlife and Vegetation Field Studies Guide to Management of Standing and Down Trees (Western Spruce Budworm), *Forest Science* 56(4):391-404, [Western Spruce Budworm \(usda.gov\)](#) >



OFFICE OF THE 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; Lizbeth Lemley, Finance Director
DATE: August 4, 2023
RE: Lot 644, Meadowlark at Mountain Village – Pricing

Executive Summary: The Town of Mountain Village, along with its development partner Triumph Development West, is pursuing the construction of 29 deed-restricted, for-sale units. The Town has conducted two executive sessions in which it has discussed various pricing strategies aimed at making the Meadowlark units as attainable as possible. Pursuant to a work session on July 20th and direction from Council, Town staff gathered input from likely buyers in order to determine which strategy would be preferred by likely buyers. Having gather such input, Town staff is prepared to provide pricing scenarios under both options, and Council can, at its choosing, direct staff to begin to set pricing for certain units within the Meadowlark development.

Update: At its August 7th meeting, Council provided direction to staff to pursue the Buydown Program. Council will be ratifying that direction by adopting a Resolution at the August 17th meeting.

Attachments

- a. Pricing & Cash Flows
- b. Public Comments

Background

The Town of Mountain Village is fortunate in that it has a considerable amount of deed-restricted housing located within its Town boundaries relative to many of its peer communities. In fact, 74% of Mountain Village residents reside in deed-restricted housing.

Currently, there are 538 deed-restricted units available in Mountain Village. These deed-restricted units fill the need of a variety of income levels. Big Billies, owned by Telluride Ski & Golf (“TSG”) contains 150 rental units, and the current deed restriction requires residents fall within an income rage of 50% to 60% of Area Median Income (“AMI”)¹ with rents similarly charged at the 50%-60% of maximum allowable rent.²

Village Court Apartments (“VCA”), owned by the Mountain Village Housing Authority, contains 220 rental units. Within VCA, 88 units are encumbered by a deed-restriction requiring

¹ The Area Median Income for a single person in San Miguel County is currently \$69,800,
² The maximum rent for a single individual for a one bedroom in San Miguel County is \$1,745.

occupants fall within an income range of 50%-60% of AMI. The Housing Authority is pursuing the development of Phase IV of VCA, which will include 35 units. It is estimated the rent for these units will fall around 100% of the maximum rent allowed under the AMI schedule.

There are also 30 rental units at the TSG-owned Mountain View complex, and these units are not subject to rent or income limitations.

The remaining deed-restricted units can mostly be found in the Meadows neighborhood. These units are largely owner-occupied, and they are not subject to income restrictions or price caps. Over the last two years, these units have sold at an average of \$617 per square foot.

Given the above, the Town has a robust amount of housing available for those who fall below the 100% AMI, and, for those who can afford to purchase at the average price of \$617 per square foot.

There is, however, a gap in inventory for those seeking housing and price points and unit types between these ranges. To that end, Council made the decision in 2021 to pursue development of Lot 644, now known as Meadowlark, with the stated goal of primarily providing attainable housing for Town employees, essential workers, and others working in the R-1 school district.

In February 2022, pursuant to an RFP process, the Town selected Triumph Development West to serve as the Town's development partner for the construction of for sale residential units on Lot 644. In its response, Triumph proposed the Town would provide \$4.3 million in equity and Triumph would seek a construction loan for the remainder of the funds necessary for funding the project. Upon the sale of the constructed units, the sale proceeds would be proportionately allocated to the Town and Triumph, the Town would be repaid its equity investment, and any excess profit would be divided between the Town and Triumph 20%/80%. In addition, Triumph would be entitled to a developer fee equal to 4% of the cost of the project.

In its initial proposal, Triumph articulated projected pricing for studios to three-bedroom units set forth below:

Sales Program	Units	Livable SF	Gross SF	Target	Target	Approx.
				Sales Price	\$/Bedroom	
Condos						
Studio	3	540	540	\$ 348,300	\$ 348,300	120%
1BR	10	630	630	\$ 406,350	\$ 406,350	140%
Condo Garages	6	-	250	\$ 37,500		
Townhomes						
3BR w/ Garage	4	1,800	2,100	\$ 999,000	\$ 333,000	240%
2BR w/ Garage	3	1,300	1,600	\$ 747,500	\$ 373,750	190%
3BR	6	1,350	1,350	\$ 702,000	\$ 234,000	175%
2BR	9	1,200	1,200	\$ 624,000	\$ 312,000	140%

Under this scenario, the price per square foot ranged from \$520 for a two-bedroom townhome to \$645 for a one-bedroom condo, with overall pricing topping out at \$999,000 for a three-bedroom townhome with a garage.

Over the course of the design and development process³, the overall project has changed for a variety of reasons, including ensuring the project fits within the confines of the site, and addressing a variety of community concerns regarding the project. For example, the project has gone from 35 units, to 41 units to 29 units, and there are no longer any studios contemplated in the project.

Since February 2022, the financial environment has changed significantly. Inflation has increased construction costs and rising interest rates have increased the price of construction loans. Additionally, interest rates have increased, making it more difficult for purchasers to qualify for loans. The Town and Triumph have worked diligently to control the price of the Meadowlark units in the face of external upward pricing pressures.

In order to lower the cost of the units, staff has proposed a variety of paths for Council to consider. These options include setting aside units for organizations and charging the cost to construct, deploying the \$4.3 million equity investment into the project as a Buydown Program, or using the equity to establish an Equity Investment Program.

Town Council solicited additional public comment (see exhibit B) and staff met with each interested Town of Mountain Village employee consisting of 14 employees, subsequent to the work session held on July 18, 2023 to determine which program was preferred. A summary of findings is provided in the memo.

Program Proposals

Buydown Program

In order to make the units more attainable, the Town could use its remaining equity in the project to buy down the cost of the units prior to sale. This approach would effectively lower the purchase price of each unit.

While the Town would not realize any appreciation in the project, the initial investment, in tandem with the implementation of the 4% appreciation cap applicable to all Meadowlark units, would assure the units remain attainable over the long-term, relative to other deed restricted products in Mountain Village.

The Buydown program would result in a price/sf for the units ranging from \$524 to \$544. As shown below and in Exhibit A, under this scenario, a one bedroom one bathroom unit would sell for \$395,287 while a three bedroom unit would sell for \$1,025,763, all well below current prices for deed restricted units in the Meadows.

³ During this process it is important to note Council adopted a deed restriction for the Meadowlark units that includes a 4% appreciation cap. This cap was implemented to help assure the price of the units remain attainable over time. Council also adopted a selection system which creates a waterfall for those seeking to purchase the units. This waterfall provides priority for Town employees to buy the units, followed by essential workers, workers working in Mountain Village, those that work in the R-1 school district, and, finally, local businesses.

Buydown Pricing				
Condos	Units	Sq Ft	Cost SF	Sale Price
1BR / 1BA	4	740	534	395,287
2BR / 1 BA	2	955	534	510,134
2BR / 2BA	6	1015	534	542,184
Townhomes				
3BR w/ Garage	3	1885	544	1,025,763
2BR w/ Garage	2	1620	544	881,558
3BR w/ Carport	8	1485	524	778,395
2BR w/ Carport	4	1075	524	563,484

Equity Investment Program

Rather than pursue a Buydown Program, the Town could create an equity investment program whereby the Town would invest its remaining \$4.3 million into the units for a proportionate ownership interest⁴ and realize a return on its investment upon the sale of the home if market values increase and a decrease on its investment if market values decrease. The Town would take its equity contribution and put it back into the unit upon purchase by the new owner, creating a planned perpetual subsidy program. The Town would then be able to reinvest the proceeds into equity on the resale. Under this program, the owner and Town would share in increases (up the 4% price cap) and decreases in value.

As shown in Exhibit A and below, the price/sf ranges from \$644 to \$664, which for new construction, is in line with current deed restricted pricing in the Meadows. However, the Town would contribute approximately 20% of the purchase price. This would lower the amount the buyer would need to mortgage to purchase the home. For example, a buyer of a two bedroom, two bath unit would need to pay a purchase price of \$663,303 (\$654/sf), but the Town would contribute \$121,119, leaving the buyer to cover the overall burden to \$542,184 with personal down payment and mortgage.

Equity Investment Pricing				
Condos	Units	Sq Ft	Cost SF	Sale Price
1BR / 1BA	4	740	654	483,590
2BR / 1 BA	2	955	654	624,093
2BR / 2BA	6	1015	654	663,303
Townhomes				
3BR w/ Garage	3	1885	664	1,250,698
2BR w/ Garage	2	1620	664	1,074,870
3BR w/ Carport	8	1485	644	955,598
2BR w/ Carport	4	1075	644	691,763

Essential Organization Pricing

⁴ Purchasers could choose not to accept the equity investment, and instead choose to pay the full purchase price.

In order to lessen the financial impact on the Town were it to approve additional assistance to the Meadowlark project, staff proposes a tiered pricing structure for essential organizations who purchase Meadowlark units. The Town has already set aside five units for organizations⁵ it has deemed essential. Under the tiered approach, essential organizations would pay the cost to construct the units. In addition, the essential organizations that have been given priority to purchase (after Mountain Village staff but before essential workers) would pay a \$50,000 Priority Fee.

As shown in Exhibit A, if the Town were to pursue either the Buydown or Equity Investment Program, the overall initial overall initial cash outflow of the project to the Town is significant - \$6,220,587.⁶ However, by selling to essential organizations at cost, the Town can reduce the overall impact to the Town, recouping a portion of its subsidy. Were the Town to see five units to essential organizations, the overall cost burden to the Town is estimated to be \$5,094,509. Were the Town to sell ten units to essential organizations, the cost burden to the Town is estimated to be \$3,575,260. These estimates are dependent on the unit types purchased by the essential organizations.

Buydown v. Equity Investment Comparison

As discussed below, the Buydown and Equity Investment approaches each have their respective incentives and drawbacks. It is worth noting that in the scenario where the buyer has a comparable amount for a downpayment, the financial outcome for the buyer upon sale is consistent between programs.

This brings us to one of the two main incentives of the Equity Investment approach, which provides the purchaser with more cash at the closing table. Although the Town may view the Equity Investment approach as a means to make purchasing a home more affordable, many buyers will likely see the program as a mortgage assistance program as the Town's equity will allow certain purchasers to make a larger downpayment allowing them to qualify for a home they would not be able to purchase on their own. Down payments are one of the largest barriers to homeownership in our area. The Equity Investment approach provides some buyers with funds they may not otherwise have in order to participate in a wider variety of lending programs.

Without stating the obvious, the other benefit to the Equity Investment approach, is that the Town could potentially realize a return on its investment.

However, the Town will not monetize this return if Council intends for the Equity Investment approach to work as a Meadowlark Revolving Fund. To illustrate, if a unit is purchased at \$500,000 the Town will need put in approximately \$92,000 through the Equity Investment Program. In ten years⁷ the unit will sell for \$705,299, and the Town will receive \$129,775. The next buyer will purchase the unit for \$705,299. In order for the unit to be as accessible for the subsequent purchaser as it was for the initial purchaser, the Town will need to invest \$129,775.

If the Town intends to monetize these returns, it will need to cease investing in the project at some point. When the Town ceases investing in the Meadowlark units, the units will be priced

⁵ The organizations include the Telluride Regional Medical Center, Tri-County Health, the R-1 School District, Telluride Fire District, and the San Miguel Resource Center.

⁶ This amount includes forgoing \$4.3 million in equity, \$700,000 subsidy, and 1.2 million in access tract costs, waiver of fees, and payment to SMPA.

⁷ Assuming an annual appreciation of 3.5%.

significantly higher than what most of the previous occupants may have been able to afford.⁸ Additionally, the first owner will need to find a buyer able to both meet the requirements of the deed restriction and afford the higher price without assistance, or reduce the price potentially resulting in both a loss to the Town and owner.

Council, then, should be clear if the Equity Investment Program while intended to be a long-term solution, is only guaranteed to the initial buyers.

If the Equity Investment Program is meant as a long-term solution, it is important to note there are two factors working against Council's ability to guarantee longevity of the program.

First, the decision to create and enter into the Equity Investment Program is a legislative act by Council. There is a long-standing principle under Colorado law that prohibits one Council from bind[ing] succeeding city councils and thereby deprive them of the unrestricted exercise of their legislative power. *City of Denver v. Hubbard*, 17 68 P. 993 (Colo. App. 1902).⁹

In decades past, it may have been possible to place the obligation of Council to continue the Equity Investment Program in a covenant running with each unit. However, Article X, Section 20 of the Colorado Constitution, better known as the Taxpayer Bill of Rights, adopted in 1992 prohibits such a covenant. TABOR explicitly prohibits Council from incurring any fiscal obligation greater than twelve months without an affirmative vote of the electorate.

The Buydown Program provides prices, subject to 4% annual increases, will remain below or at market as a result of a one-time, permanent investment. However, it is important to note the permanent nature of the investment. If the Buydown Program is selected, the Town is parting ways with those funds forever. Additionally, the owner may pay higher closing costs or be subject to PMI if their loan to value exceeds 80% for the first few years.

Summary of Interview Results

Summary Table of Input and Preference

Total Employee and Public Input*	Buydown	Either	Equity
16	9	4	3

*Means MV employees and two public comments (who provided a preference)

Out of the 14 purchasers and four public comments, nine chose the Buydown Program as it would lower their initial purchase price, understanding they would need to provide a larger down payment. The remaining 3 purchasers considered the Equity Investment Program due to concerns about the affordability of their initial down payment. Four indicated they were uncertain which was the preferred program. Two public comments did not provide a preference. Additionally, 13 of the 14 purchasers expressed interest in both the Town's Down Payment Assistance program and external down payment assistance programs.

Conclusion

Ultimately, Council, with the benefit of public input, needs to choose a program it deems best for the project and the community. Is it more important for Council to create more down payment

⁸ It is certainly possible the price of homes will drop, and the units may be accessible to an even wider pool of purchasers. However, housing prices have steadily increased in the past fifty years, with only one notable drop occurring from Q1 of 2007 through Q1 of 2009. <https://fred.stlouisfed.org/series/ASPUS>

⁹ For sake of clarity, quasi-judicial decision are binding on future Councils.

assistance for some purchasers while keeping a higher purchase price, recognizing that continued assistance for future buyers is subject to the discretion of other Councils, or does Council want to lower the overall purchase price and permanently part ways with its equity? Given the input of interested purchasers, staff recommends Council pursue the Buydown Program, recognizing, though administratively burdensome, the Town could pursue both options. Staff further recommends selling at least ten units to essential organizations.

Staff recommends Council discuss the pricing and direct staff to formalize commitments from essential organizations, post the pricing strategy or strategies on the Town's website, begin the purchaser selection process, enter into reservation agreements (which agreements are contingent upon adoption of a pricing resolution), and bring to Council final a resolution designating the pricing for each specific unit based on reservation agreements entered into with individual purchasers.

Proposed Motion:

I move to approve a Resolution setting the initial sales price for units at Lot 644-Meadowlark at Mountain Village

Exhibit A
(Pricing & Cash Flows)

Scenario 1 - Town reinvests it \$4.3 million into Equity Investment Program upon sale.

Scenario 2 - Town contributes its \$4.3 million to subsidize the project to lower sales price.

Scenario 3 - Town contributes its \$4.3 million to subsidize the project to lower sales price. Assumes (5) 2 bd/2ba sales to Essential Organizations.

Scenario 4 - Town contributes its \$4.3 million to subsidize the project to lower sales price. Assumes (5) 2 bd/2ba sales to Essential Organizations and (5) various Townhome sales.

Note- Essential Organization sales can be utilized under Scenario 1 as well.

Summary of Meadowlark Pricing Scenarios				
	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Development Budget	22,033,274	22,033,274	22,033,274	22,033,274
Development Funding				
Construction Loan	17,033,274	17,033,274	17,033,274	17,033,274
TMV Equity	4,300,000	-	-	-
TMV Subsidy	700,000	5,000,000	5,000,000	5,000,000
	<u>22,033,274</u>	<u>22,033,274</u>	<u>22,033,274</u>	<u>22,033,274</u>
Additional Costs				
SMPA	131,175	131,175	131,175	131,175
Access tract	944,412	944,412	944,412	944,412
Tap fees	145,000	145,000	145,000	145,000
	<u>1,220,587</u>	<u>1,220,587</u>	<u>1,220,587</u>	<u>1,220,587</u>
Additional Funding				
TMV	1,220,587	1,220,587	1,220,587	1,220,587
Sales Summary				
Gross Sales Proceeds	23,476,023	19,176,023	20,302,101	21,821,350
Selling Expense	(68,009)	(68,009)	(68,009)	(68,009)
Repay Construction Loan	(17,033,274)	(17,033,274)	(17,033,274)	(17,033,274)
Repay TMV Equity	(4,300,000)	-	(1,126,078)	(2,645,327)
	<u>2,074,740</u>	<u>2,074,740</u>	<u>2,074,740</u>	<u>2,074,740</u>
Distributions				
Payment to Triumph	2,074,740	2,074,740	2,074,740	2,074,740
Payment to TMV	-	-	-	-
	<u>2,074,740</u>	<u>2,074,740</u>	<u>2,074,740</u>	<u>2,074,740</u>
TMV Cash Flow Summary				
Equity	(4,300,000)	-	-	-
Subsidy	(700,000)	(5,000,000)	(5,000,000)	(5,000,000)
Access Tract /Tap fees/SMPA	(1,220,587)	(1,220,587)	(1,220,587)	(1,220,587)
Repayment of Equity	4,300,000	-	-	-
Equity Participation-Max*	(4,300,000)			
Add'l. funds from Essential Organization Sales**	-	-	1,126,078	2,645,327
Net CashFlow	<u>(6,220,587)</u>	<u>(6,220,587)</u>	<u>(5,094,509)</u>	<u>(3,575,260)</u>

*Town would be repaid equity (plus appreciation/less depreciation) upon sale with the intent of providing assistance to the next buyer.

**These funds would be available under the Equity Investment Scenario 1 if Essential Organization sales are utilized to offset the cost of Town Equity Participation.

Scenario 1 - Equity Investment

Condos	Units	Sq Ft	Cost SF	Sale Price	Total Sq Ft	Total Sales
1BR / 1BA	4	740	654	483,590	2,960	1,934,360
2BR / 1 BA	2	955	654	624,093	1,910	1,248,185
2BR / 2BA	6	1015	654	663,303	6,090	3,979,815
Townhomes						
3BR w/ Garage	3	1885	664	1,250,698	5,655	3,752,093
2BR w/ Garage	2	1620	664	1,074,870	3,240	2,149,740
3BR w/ Carport	8	1485	644	955,598	11,880	7,644,780
2BR w/ Carport	4	1075	644	691,763	4,300	2,767,050
Total					36,035	23,476,023

Scenario 2 - Buydown

Condos	Units	Sq Ft	Cost SF	Sale Price	Total Sq Ft	Total Sales
1BR / 1BA	4	740	534	395,287	2,960	1,581,148
2BR / 1 BA	2	955	534	510,134	1,910	1,020,268
2BR / 2BA	6	1015	534	542,184	6,090	3,253,105
Townhomes						
3BR w/ Garage	3	1885	544	1,025,763	5,655	3,077,290
2BR w/ Garage	2	1620	544	881,558	3,240	1,763,116
3BR w/ Carport	8	1485	524	778,395	11,880	6,227,158
2BR w/ Carport	4	1075	524	563,484	4,300	2,253,938
Total					36,035	19,176,023

Essential Organization Pricing

Condos	Units	Sq Ft	Cost SF	Sale Price	Fee	Sale Price
1BR / 1BA	4	740	707	523,030	50,000	573,030
2BR / 1 BA	2	955	707	674,992	50,000	724,992
2BR / 2BA	6	1015	707	717,400	50,000	767,400
Townhomes						
3BR w/ Garage	3	1885	717	1,351,164	50,000	1,401,164
2BR w/ Garage	2	1620	717	1,161,212	50,000	1,211,212
3BR w/ Carport	8	1485	697	1,034,745	50,000	1,084,745
2BR w/ Carport	4	1075	697	749,058	50,000	799,058

**Exhibit B
(Public Comments)**

From: [Douglas Tooley](#)
To: [council](#); [pwisor](#); [housing@mtnvillage.org](#)
Cc: [mvclerk](#); [douglas@motleytools.com](#)
Subject: Additional units for essential organizations
Date: Thursday, July 20, 2023 5:44:36 PM

I would suggest that additional units for essential organizations be placed in lower steps of the waterfall.

-Doug

From: [Heather Knox](#)
To: housing@mtnvillage.org
Subject: Meadowlark feedback
Date: Thursday, July 20, 2023 7:06:19 PM

- I think the buy-down option will help more people; it is also easier to understand.
- People with physical disabilities needing accessible units should have priority (top of the waterfall) for any ADA accessible units. It would help if there is any additional grant support for these individuals.
- TASP should also be considered one of the non-profits for the priority purchasing.

From: [Heather Knox](#)
To: housing@mtnvillage.org
Subject: Fwd: Public comment on 644
Date: Friday, July 28, 2023 4:25:43 PM

Sent from my iPad

Begin forwarded message:

From: Heather Knox <hknox9500@gmail.com>
Date: July 28, 2023 at 5:08:47 PM CDT
To: mvhousing@mtnvillage.org
Cc: mvclerk@mtnvillage.org
Subject: **Public comment on 644**

Thank you for requesting public comment on the equity vs. buy down pricing models for the Meadowlark development.

What I have heard that residents want to see is the big picture of the Meadowlark financials. Many of the financial decisions have been discussed in executive sessions with voting immediately following. The public does not feel well informed about the overall costs and subsidy of this project.

Initially the subsidy was \$3M and it also provided the land and utilities. It is my understanding at the June town council meeting the subsidy was raised to \$4.3M. This vote was conducted immediately following an executive session, and the public was not able to provide public comments on this. I believe there was also an additional expense beyond the subsidy (\$800K? Building the road?) There are many moving pieces with this project. Please be forthright, and clearly explain all expenses to us. This is a housing project MV residents want to be proud of.

In the next packet, please present the following information to council and residents:

- Overall cost of the project.
- The “not to exceed” amount in the Triumph contract.
- The MV expenses, \$4.3 subsidy? and all additional expenses.
- The amount of profit to Triumph will earn.
- Overall construction costs.
- Unit pricing.
- The price of each Unit type showing both the buy-down or equity program. The July packet showed the buy-down and equity for \$500K. How do the models affect the other unit prices?

The unit prices are sticking point for most residents. As Paul said at the July meeting “644 was earmarked for affordable housing”. He also showed unit pricing as 240% of AMI. Does MV council believe that 240% of AMI is affordable? The real estate sales in the Meadows over the last 2 years should not

be what is used to justify Meadowlark unit pricing. Condo sale prices have doubled or tripled over the last 2 years beyond what they were 3 - 4 years.

The public was told the 644 units were designed for essential workers. Essential workers cannot afford 240% of AMI, unless they are coming in with money that they are not earning through their jobs (family money, inheritance, etc.). Those with means beyond employment income can afford condos that are not subsidized by the Mountain Village. The MV residents want to be proud of this housing project - a project that provides housing to essential workers who could not otherwise afford it. For essential workers to afford these units the buy-down should be 40-50%. Essential workers cannot afford 240% of AMI.

Please provide all the information requested above in the next meeting packet. And consider a buy-down subsidy of 40-50% so that essential workers can actually afford to live in Meadowlark. Do not subsidize housing for people who can afford non-deed restricted housing. Basing the unit pricing on 240% of the AMI does not pencil for essential workers.

Thank you very much for considering my comments.

Heather Knox
327 Adams Ranch Road #402

Sent from my iPad

From: [Susan Johnston](#)
To: [Marleina Fallenius](#); [Paul Wisor](#); [Michelle Haynes](#); [Amy Ward](#); [Lizbeth Lemley](#)
Subject: FW: Comment on Meadowlark pricing
Date: Friday, August 4, 2023 12:31:31 PM

Susan Johnston
Town Clerk
Town of Mountain Village
O::970.369.6429
M::970-729-3440

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Email Signup](#)

From: Joan May <joan@joanmay.org>
Sent: Friday, August 4, 2023 12:22 PM
To: mvclerk <mvclerk@mtnvillage.org>; Marti Prohaska <mprohaska@mtnvillage.org>; Patrick Berry <PBerry@mtnvillage.org>; Pete Duprey <pduprey@mtnvillage.org>; Jack Gilbride <JGilbride@mtnvillage.org>; Harvey Mogenson <hmogenson@mtnvillage.org>; Tucker Magid <tmagid@mtnvillage.org>; Scott Pearson <spearson@mtnvillage.org>; Paul Wisor <pwisor@mtnvillage.org>; Michelle Haynes <MHaynes@mtnvillage.org>
Subject: Comment on Meadowlark pricing

Dear Mountain Village leaders,

You have asked for input on how Mountain Village should further subsidize the high costs to buyers of Meadowlark. I am very, very confused as to why you didn't know, starting this project, that the essential workers this project was targeted for, could never afford these units with salaries earned in our region, without outside financial support.

This project is so out of scale with our neighborhood, and is already having more impacts on what was a lovely Meadows neighborhood, than any project to date. Past town councils deemed the lot too expensive to build on, and moved densities around to compensate for that. The 2021-2023 town council thought it knew better.

There is no way, now, to "fix" the problem, or to camouflage the damage done to the Meadows, to the Jurassic Trail, or to tax payers who ended up subsidizing this project for millions more than originally anticipated.

I still think you'd be better off turning it into a park, which is also needed, saving mountain village taxpayers a fortune, and rectifying some of the other ways the project has only grown worse over time. I hope that you will, at least, require dark-sky requirements for Meadowlark.

I wish you well in figuring out this unsolvable problem. As a resident of Mountain Village, I look forward to participating in the future in any way that is helpful.

Sincerely,

Joan May

PS please see this letter that has been sent to the Daily Planet for publication:

Government Should Do Better Than This

Dear Editor,

I am writing to express my deep concern and disappointment regarding the recent decisions made by the Mountain Village Town Council concerning the Meadowlark workforce housing development. As a resident of the Meadows and someone who cares deeply about the future of our community, I believe it is crucial for the government to act responsibly and transparently when it comes to crucial projects like affordable housing.

The Meadowlark development, with its 29 for-sale condos and townhomes, was supposed to address the dire need for housing essential workers in our area. However, the current approach taken by the Town Council has left much to be desired. Rather than carefully planning and designing a project to cater to the target income sector, they handed over the task to a developer and donated the land, infrastructure and quite a bit of taxpayer dollars. This lack of proper oversight has led to a housing project that is now unaffordable for the very people it was intended to serve.

During the public meeting in April 2022, when Triumph West presented their plans for the development, concerns were raised about the potential costs, the developer's profit, and the impact on the beloved Jurassic connector trail. Instead of heeding these concerns and providing transparent answers, the Council rushed

into an agreement, seemingly blinded by the idea that it would be a good deal for the Town. Unfortunately, this decision has now backfired, and the Town is left scrambling to find solutions.

The lack of communication and updates to the public over the past year is also concerning. Residents in the Meadows and surrounding areas have a vested interest in this project, yet we were kept in the dark about significant changes, including a substantial increase in the subsidy for the developer. It was only through cryptic agenda items and last-minute decisions that the public became aware of these changes, eroding trust in the Council's ability to handle such projects.

I question the sudden realization by the Council in June and July that the homes in the Meadowlark development were unaffordable for essential workers. This should have been carefully considered before the ground-breaking, and it is baffling that they proceeded with the project without addressing this issue first.

Furthermore, taxpayers have the right to know how much this project is costing us, the true cost of the housing units for buyers, and the developer's profit. Without transparency, it is challenging for residents to have confidence in the decision-making process.

Moving forward, it is essential for the Town Council to take a more cautious approach to projects of this magnitude. Deliberate planning, open communication with constituents, and a thorough examination of financial implications are necessary steps to prevent such missteps in the future.

I urge the Council to halt the Meadowlark development and engage in honest, two-way dialogue with the community to determine the best course of action. Instead of pursuing million-dollar housing that essential workers cannot afford, the focus should be on affordable rental housing, like the much-needed Village Court Apartments.

We now have a new Town Council and a new mayor, and I hope they will learn from the mistakes of the past and work hard to rebuild trust with the public. Slowing down processes, engaging in planning that takes neighborhood impacts into

account, actively seeking input from residents, and being fully transparent in decision-making are crucial steps to regain the confidence of the community.

The government has a responsibility to serve its citizens, especially in our most pressing issues such as housing. The Meadowlark project has highlighted significant shortcomings in the decision-making process, and it is time for the Town Council to do better than this. Let us work together to find sustainable and equitable solutions for our community's future.

Sincerely,

Joan May

From: [Cath Jett](mailto:Cath.Jett@mtnvillage.org)
To: housing@mtnvillage.org
Cc: [myclerk](#); [Marti Prohaska](#); [Patrick Berry](#); [Pete Duprey](#); [Jack Gilbride](#); [Harvey Mogenson](#); [Tucker Magid](#); [Scott Pearson](#)
Subject: Meadowlark 644 Funding Option
Date: Thursday, August 3, 2023 5:16:21 PM

Dear Members of Town Council and the Housing Authority,

I hope this letter finds you well. As a concerned resident and advocate for affordable housing in our community, I am writing to respectfully suggest a reconsideration of the Meadowlark housing project and its current approach. It is my belief that we should abandon the Meadowlark development as a subsidized workforce housing project, downsize it, and instead, explore the option of selling it on the free market.

While the intent behind the Meadowlark project, to provide housing for essential workers, is commendable, its current trajectory seems to have veered off course. The escalating costs and the realization that these units are far beyond the reach of those it was meant to serve highlight the need for a more practical and viable solution.

I propose the following reasons for abandoning the current approach and pursuing an alternative strategy:

- 1. Affordability:** The original goal of providing workforce housing has been overshadowed by the exorbitant prices of the units. The essence of workforce housing is to cater to the needs of the community's essential workers, enabling them to live closer to their workplace and contributing to a thriving local workforce. However, the million-dollar price range makes this unattainable for the very individuals it was meant to benefit.
- 2. Market Demand:** The current real estate market indicates a demand for affordable housing, not luxury condos. Downsizing the project and selling it on the free market would likely attract more potential buyers, including first-time homeowners, young families, and downsizing seniors. This could also help alleviate the housing shortage faced by a broader spectrum of residents. It also makes sense to cluster it in a location that is close to the Terraces, another free-market development.
- 3. Financial Responsibility:** Continuing with the Meadowlark project in its current form would require a substantial investment of taxpayer money and uncertain future returns. By selling the units on the free market, the burden on public funds could be reduced, freeing up resources for other pressing community needs.
- 4. Fairness and Transparency:** A free market sale ensures a transparent and equitable process, where the units are available to all potential buyers. Subsidized projects can create competition concerns and perception issues, leading to potential distrust among residents. A market-driven approach would eliminate such concerns.

I understand that this is a complex decision and that it requires careful consideration of multiple factors. However, I believe that abandoning the current Meadowlark approach and opting for a market-based solution aligns better with the original vision of providing housing options for essential workers and a responsible use of public funds.

I urge the Housing Commission to review the merits of this proposal, conduct a thorough cost-benefit analysis, and engage in open dialogues with community stakeholders before making any final decisions.

Thank you for your time and consideration. I am confident that by working together, we can find a housing solution that benefits our community at large.

Sincerely,

--

Cath Jett
Climate Reality Leadership 2020
319 Adams Ranch Road Unit 1002
Mountain Village, CO 81435
m: 970.708.0830
h: 970.728.9899

Pronouns: she/her/hers



**A RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY
ESTABLISHING THE INITIAL SALES PRICE OF UNITS AT MEADOWLARK AT MOUNTAIN
VILLAGE ON LOT 644**

RESOLUTION NO. 2023-__

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

WHEREAS, the Housing Authority is developing Lot 644 as an employee housing project known as Meadowlark at Mountain Village; and

WHEREAS, in connection with the development of Lot 644, the Town, the Housing Authority, and Triumph Development West LLC (“Triumph”) have formed an entity known as Meadowlark 644, LLC to own, construct, and sell units within Lot 644 pursuant to an Operating Agreement dated June 15, 2023 (the “Operating Agreement”) which references, among other things, an exhibit setting initial sale prices of the units which has not yet been finalized and approved by the parties to the Operating Agreement; and

WHEREAS, pursuant to Mountain Village Municipal Code Section 16.02.060.A.1, the initial sales price of affordable housing units shall be established by resolution and may be adjusted annually by resolution at the discretion of Town Council; and

WHEREAS, at a noticed public meeting on August 7, 2023, based on staff recommendation and public comment, the Housing Authority desires to establish the initial sales price of units at Meadowlark at Mountain Village as set forth below and to be used as this exhibit referenced in the Operating Agreement.

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

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Housing Authority in support of the enactment of this Resolution.

Section 2. Initial Sales Price. The Housing Authority hereby establishes the initial sales price of units at Meadowlark at Mountain Village as follows:

TABLE 1 – Standard Pricing

Sales Program	Units	Livable SF	Sales/PSF	Sales Price
Condos				
A1-1 (1BR)	4	740	\$534	\$ 395,287
A2-1 (2BR)	2	955	\$534	\$ 510,134
A2-2 (2BR)	6	1,015	\$534	\$ 542,184
Townhomes				
B3-3 (3BR Garage)	3	1,885	\$544	\$ 1,025,763
B3-2 (3BR Garage)	2	1,620	\$544	\$ 881,558
CD3-2.5(3BR)	8	1,485	\$524	\$ 778,395
CD2-2 (2BR)	4	1,075	\$524	\$ 563,484

The Housing Authority shall have the discretion to determine which of the 29 units proposed for Lot 644 shall be marketed and offered to qualifying employees or employers. The Housing Authority shall have the discretion to hold back up to 10 units from the initial offering for separate negotiated sales directly to essential businesses as determined by the Housing Authority in consultation with the Town. Any such units offered for direct sale to essential businesses shall be sold at the following prices and shall include an additional \$50,000 fee to participate in the program:

TABLE 2 – Essential Organization Pricing

Sales Program	Units	Livable SF	Fee	Sales Price (excluding fee)
Condos				
A1-1 (1BR)	4	740	50,000	\$ 523,030
A2-1 (2BR)	2	955	50,000	\$ 674,992
A2-2 (2BR)	6	1,015	50,000	\$ 717,400
Townhomes				
B3-3 (3BR Garage)	3	1,885	50,000	\$ 1,351,164
B3-2 (3BR Garage)	2	1,620	50,000	\$ 1,161,212
CD3-2.5(3BR)	8	1,485	50,000	\$ 1,034,745
CD2-2 (2BR)	4	1,075	50,000	\$ 749,058

Section 3. Effective Date; Amendment to Operating Agreement. This Resolution is adopted as of the 7th day of August, 2023, but shall require Triumph, the Town, and the Housing Authority to agree to an amendment of the Operating Agreement to effectuate its terms. For each unit offered to qualified employees and employers at the prices set forth above in Table 1, the Housing Authority would waive its right under the Operating Agreement to repayment of a proportionate share of the \$4,300,000 Capital Contribution of equity in Lot 644 as applied to that unit. The Housing Authority hereby directs Town Staff to prepare such an amendment to the Operating Agreement to be presented and considered at a public meeting of the Town Council as soon as reasonably possible.

ADOPTED AND APPROVED by the **Town of Mountain Village Housing Authority** at a regular public meeting held on _____, 2023.

TOWN OF MOUNTAIN VILLAGE
HOUSING AUTHORITY

By: _____
Martinique Prohaska, President

ATTEST:

Susan Johnston, Housing Authority Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney

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

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

www.garfieldhecht.com

MEMORANDUM

DATE: August 11, 2023
TO: Town of Mountain Village
FROM: David McConaughy, Town Attorney
RE: Meadowlark Project – August 17, 2023 Council Meeting

BACKGROUND

The August 17, 2023, Town Council agenda includes a request to approve an amendment to the operating agreement for Meadowlark 644, LLC and to ratify the resolution setting prices that was approved at a special meeting on August 7, 2023.

The Town Council and the Town Housing Authority have previously agreed to form a limited liability company with Triumph Development West, LLC in connection with the development and sale of units in the Meadowlark Project. Under this structure, the Housing Authority contributes Lot 644 and deeds that property over to the LLC. The LLC then finalizes the construction loan, builds and sells the units, and distributes proceeds according to the operating agreement. The original operating agreement dated June 15, 2023, is attached to this memo. Article 7 refers to the budget attached as Exhibit A which is to include pricing for the units, but that was left TBD. Under the existing Operating Agreement, the Housing Authority had a right to be paid back its \$4.3 Million in equity for Lot 644 from sales proceeds after the construction loan and other expenses were satisfied. However, the Council determined that the required pricing to allow for that equity return would result in unacceptable prices.

On August 7, 2023, the Housing Authority approved a resolution setting prices, which included “subsidized” pricing for sale to individual employees with the subsidy being a waiver of the Housing Authority’s right to a return of the \$4.3 Million in equity. The Housing Authority also approved alternative pricing for sales directly to certain essential businesses. The resolution approved on August 7, 2023, was contingent on amendment of the Operating Agreement to update Exhibit A to include the pricing and to adjust the agreement to reflect the waiver of the Housing Authority’s right to a return of equity. Rather than a total waiver of that right, the proposed amendment would provide for a distribution to the Housing Authority upon any sales for up to 10 units to essential businesses at the higher prices plus a \$50,000 fee. The distribution for each sale to an essential business would be the difference between the subsidized pricing and the higher price plus the fee, not to exceed the \$4.3 Million in equity. (With only ten units subject to this distribution right, it won’t come anywhere close to \$4.3 Million). The amendment also gives the

Housing Authority a deadline of three months to designate up to 10 units for the essential businesses.

The August 7, 2023, meeting was originally noticed as a workshop. Given the wording of the agenda, the action taken to approve the resolution at that meeting complied with the Colorado Open Meetings Laws. Nevertheless, because the resolution was technically not effective until the corresponding amendment to the Operating Agreement is approved, we have included that same resolution on the August 17, 2023, for ratification by the Housing Authority. The version presented on August 17 will also include some minor corrections in the price per square foot but no change to the total pricing for each unit.

RECOMMENDED MOTION

Town Staff recommends approval of the amendment and ratification of the pricing resolution. This will require a few steps:

1. The Town Council should pass a motion: *“I move to approve the Amendment to Operating Agreement of Meadowlark 644, LLC and authorize the Mayor to execute the consent on behalf of the Town.”*

2. The Town Council should convene as the Mountain Village Housing Authority and pass a motion: *“I move to ratify the Resolution setting pricing as approved on August 7, 2023, with amendments as presented today, and to approve the amendment to the Operating Agreement of Meadowlark 644, LLC and authorize all appropriate signatures on behalf of the Housing Authority.”*

**AMENDMENT
TO
OPERATING AGREEMENT
OF
MEADOWLARK 644, LLC**

This Amendment to Operating Agreement (“Amendment”) is hereby executed by all of the Members of Meadowlark 644, LLC, a Colorado limited liability company, with consent and agreement from the Town of Mountain Village, Colorado, to be effective on August ____, 2023, as follows:

RECITALS:

A. The Members executed and are parties to that certain Operating Agreement of the Company dated June 15, 2023 (the “Original Operating Agreement”).

B. Due to an agreed-upon change in the financial terms of the Project, the Members desire to amend the Original Operating Agreement as provided in this Amendment.

NOW, THEREFORE, the Original Operating Agreement is hereby amended as follows:

1. Definitions. Any capitalized term used in this Amendment without separate definition herein shall have the meaning given that term in the Original Operating Agreement.

2. Amendments. The Original Operating Agreement is hereby amended as follows:

a. The text of Section 6.1[b] is hereby deleted and is replaced in its entirety by the following:

[i] To the Members, ratably and in proportion to the balances of Member loans, as repayment of any loans made to the Company pursuant to 4.11, if any;

[ii] To the Members who have made additional Capital Contributions pursuant to 4.5; ratably and in proportion to such additional Capital Contributions;

[iii] To Housing Authority to the in repayment of its Capital Contribution to the Company, up to an amount equal to the Housing Authority Capital Return Amount, if any, it being understood and agreed that Housing Authority shall have no other claim to repayment of its Capital Contribution. The Members and the Town understand, acknowledge, and agree that, as a result of the Members’ agreement to lower sales prices for the residences within the Project to the TOMV Subsidized Sales Price identified in the Budget for

the benefit of the purchasers thereof as provided in Section 7.7 of this Agreement, the Housing Authority shall not receive any repayment of its Capital Contribution made to the Company other than the Housing Authority Capital Return Amount defined in said Section 7.7;

- [iv] To Triumph as payment for the Management Fee described in 7.1[d] below; and
- [v] All remaining Cash Flow to Triumph.

b. A new Section 7.7 is hereby added to the Original Operating Agreement,
as follows:

7.7 Agreement Regarding Sales Price for the Residences.

The Members agree that the residences within the Project shall be sold for the sales price identified in the Budget as the “TOMV Subsidized Sales Price”; provided, however, that Housing Authority, for a period of three months after the closing of the construction loan for the Project, shall have the right to designate up to ten (10) residences to be sold to buyers that Housing Authority determines are essential organizations, in its sole discretion, which may be sold at the sales price identified in the Budget as the “Essential Organization Unsubsidized Sales Price” plus a fee in an amount not to exceed \$50,000.00. After expiration of the three (3) month period, Housing Authority shall no longer have the right to designate residences for sale to essential organizations, and all remaining residences shall be sold to others at the TOMV Subsidized Sales Price. The cumulative total Essential Organization Unsubsidized Sales Price plus the fee actually received by the Company for the sale of any residences to essential organizations less the cumulative total TOMV Subsidized Sales Price that would have been received by the Company for a sale to any other party is referred to in this Agreement as the “Housing Authority Capital Return Amount”.

c. The Budget attached as Exhibit A to the Original Operating Agreement is hereby replaced in its entirety by the Budget attached to this Amendment as Exhibit A.

3. Governing Law. This Amendment will be governed by and interpreted in accordance with the laws of the State of Colorado.

4. Conflicts Between Documents. This Amendment hereby supersedes and controls over any contrary provision contained in the Articles or the Original Operating Agreement.

5. Operating Agreement. All references to the “Agreement” contained in the Original Operating Agreement shall be to the Original Operating Agreement as amended by this Amendment. Except as specifically set forth in this Amendment, the Original Operating Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, all of the Members and Town have signed this Amendment to Operating Agreement of Meadowlark 644, LLC to be effective upon the date first above written, notwithstanding the actual date of signing.

TOWN OF MOUNTAIN VILLAGE HOUSING
AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

TRIUMPH DEVELOPMENT WEST, LLC, a Colorado
limited liability company

By: _____
Name: _____
Title: _____
Date: _____

The Town of Mountain Village, a Colorado home rule
municipality, agrees and consents to the provisions of this
Amendment:

Mayor Date

Development Program

Condos	Units	SF	Townhomes	Units	Livable SF	Garage SF
A1-1 (1BR)	4	740	B3-3 (3BR Gara	3	1,885	340
A2-1 (2BR)	2	955	B3-2 (3BR Gara	2	1,620	340
A2-2 (2BR)	6	1,015	CD3-2.5(3BR)	8	1,485	-
Total Units/SF	12	10,960	CD2-2 (2BR)	4	1,075	-
			Total	17	25,075	1,700
Gross SF		15,240	Gross SF		26,775	

Development Budget

	Budget Total
Contributed Land	\$ 2,255,000
Modular Hardcost & Transport	\$ 6,015,595
All Other Hardcost	\$ 12,497,278
Planning, Impact Fees and Use Tax	\$ -
Sales Tax	\$ 120,290
Softcosts	\$ 668,790
Development Fee	\$ 800,000
Contingency	\$ 703,568
Financing & Interest Carry	\$ 1,227,753
Total Onsite Development Budget	\$ 24,288,274
Cost Excluding Land	22,033,274

TOMV Access Tract Allowance Paid to Shaw	\$ 944,412
Total Development Cost Incurred Through LLC	\$ 25,232,686

Onsite Project Funding

	\$	%
Construction Loan	\$ 16,500,000	67.9%
Contributed Land	\$ 2,255,000	9.3%
TOMV Cash Funding	\$ 5,000,000	20.6%
Required Additional Equity	\$ 533,274	2.2%
Total Budget	\$ 24,288,274	100.0%

Additional TOMV Funding

	\$
TOMV Access Tract Allowance Paid to Shaw	\$ 944,412
TOMV Tap Fees	\$ 145,000
SMPA Connection Fees	\$ 131,175
Total Additional TOMV Funding	\$ 1,220,587

TOMV Subsidized Sales Price for Each Unit

Units	Units	Livable SF	Sales/PSF	Sales Price
Condos				
A1-1 (1BR)	4	740	\$ 534.17	\$ 395,287
A2-1 (2BR)	2	955	\$ 534.17	\$ 510,134
A2-2 (2BR)	6	1,015	\$ 534.17	\$ 542,184
Townhomes				
B3-3 (3BR Garage)	3	1,885	\$ 544.17	\$ 1,025,763
B3-2 (3BR Garage)	2	1,620	\$ 544.17	\$ 881,558
CD3-2.5(3BR)	8	1,485	\$ 524.17	\$ 778,395
CD2-2 (2BR)	4	1,075	\$ 524.17	\$ 563,484

Sales Proceeds

	\$
Gross Sales Price	\$ 19,176,023
Selling Expense (No Tax or Fees)	\$ (68,009)
Net Sales Proceeds	\$ 19,108,014
Repay Loan	\$ (16,500,000)
Repay TOMV Equity Funding	\$ -
Repay Additional Equity	\$ (533,274)
Net Development Proceeds	\$ 2,074,740
Triumph Share of Profit	100%
	\$ 2,074,740

Essential Organization Unsubsidized Sales Price, Fee and Potential Housing Authority Capital Return Amount by Unit Type

Units	Essential Org. Unsubsidized Sales Price	Fee	Total Housing Authority	
			Unsubsidized Sales Proceed	Capital Return Amount Per Unit
Condos				
A1-1 (1BR)	\$ 523,030	\$ 50,000	\$ 573,030	\$ 177,743
A2-1 (2BR)	\$ 674,992	\$ 50,000	\$ 724,992	\$ 214,858
A2-2 (2BR)	\$ 717,400	\$ 50,000	\$ 767,400	\$ 225,216
Townhomes				
B3-3 (3BR Garage)	\$ 1,351,164	\$ 50,000	\$ 1,401,164	\$ 375,401
B3-2 (3BR Garage)	\$ 1,161,213	\$ 50,000	\$ 1,211,213	\$ 329,655
CD3-2.5(3BR)	\$ 1,034,745	\$ 50,000	\$ 1,084,745	\$ 306,350
CD2-2 (2BR)	\$ 749,058	\$ 50,000	\$ 799,058	\$ 235,573

**OPERATING AGREEMENT
OF
Meadowlark 644, LLC**

This Operating Agreement is made as of June 15, 2023, by all of the Members of Meadowlark 644, LLC (the “Company”) with consent and agreement from the Town of Mountain Village, Colorado. In consideration of our mutual promises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), we agree as follows with respect to the administration and regulation of the affairs of the Company.

ARTICLE 1 FORMATION

1.1 Formation. The Company was formed on June 19, 2023, by filing Articles of Organization with the Colorado Secretary of State pursuant to the Colorado Act.

1.2 Company Name. The business of the Company will be conducted under the name “Meadowlark 644, LLC.”

1.3 Office and Agent. The initial registered office of the Company in Colorado will be 105 Edwards Village Boulevard #C201, PO Box 2444, Edwards, CO 81632, and the name of its initial registered agent at such address is Michael O’Connor. The initial principal office of the Company will be 105 Edwards Village Boulevard #C201, PO Box 2444, Edwards, CO 81632. The Company may subsequently change its registered office or registered agent in Colorado in accordance with the Colorado Act.

1.4 Term. The Company will continue until its Dissolution (under Article 12) and Liquidation (under Article 13).

1.5 Definitions. The following capitalized terms, when used in this Agreement, have the meanings set forth below:

Access Improvements: has the meaning given that term in 7.5[a].

Access Parcel: has the meaning given that term in 7.5[a].

Affiliate: any Person who is a partner of a Member who directly or indirectly controls, or is controlled by, or is under common control with such Member or any partner of such Member; or of which 50% or more of the voting stock or other voting interests of such Person is directly or indirectly beneficially owned or held by such Member or any partner of such Member. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Additionally, Housing Authority and Town are Affiliates of one another.

Agreement: this Operating Agreement, as it may be amended.

Articles: the Articles of Organization of the Company, as they may be amended.

Capital Account: the capital account to be established and maintained for each Member in accordance with Article 4.

Capital Contribution:	any contribution of money or property by a Member to the Company.
Cash Flow:	gross revenues from business activities, less [a] operating expenses, [b] capital expenditures, [c] debt service, [d] prepaid items and [e] reasonable reserves for anticipated costs, as determined by the Manager.
IRC:	the Internal Revenue Code of 1986, as amended from time to time (including corresponding provisions of subsequent revenue laws).
Charter:	the Home Rule Charter of the Town of Mountain Village, Colorado.
Colorado Act:	the Colorado Limited Liability Company Act, as it may be amended.
Company:	Meadowlark 644, LLC, a Colorado limited liability company, as formed under the Articles.
Dissolution:	the change in the relation of the Members caused by an event of withdrawal of a Member or as otherwise provided in Article 12.
Distribution:	a distribution of money or other property made by the Company with respect to an Ownership Interest.
Fair Market Value:	as to any property, the price at which a willing seller will sell and a willing buyer would buy such property having full knowledge of the relevant facts, in an arm's length transaction without time constraints, and without being under any compulsion to buy or sell.
Fiscal Year:	the fiscal and taxable year of the Company as determined under this Agreement, including both 12 month and short taxable years.
Housing Authority:	The Mountain Village Housing Authority, a Colorado corporate body organized and controlled by the Town Council under C.R.S. §§ 29-4-201, <i>et seq.</i> and Chapter 16.04 of the Municipal Code.
Liquidation:	the process of terminating the Company and distributing its assets to the Members under Article 13, after its Dissolution or the happening of an event causing termination under 13.2.
Losses:	the Company's net loss for any Fiscal Year, determined under 5.1.
Manager:	Triumph, or any other Person elected as Manager in the manner set forth in 7.1[a].
Member:	Triumph and Housing Authority, and any Person who is subsequently admitted as an additional Member as provided in this Agreement.
Municipal Code:	the Municipal Code of the Town of Mountain Village, Colorado.
Ownership Interest:	with respect to each Person owning an interest in the Company, all of the interests of such Person in the Company (including, without limitation, an

interest in the Profits and Losses, a Capital Account interest, and all other rights and obligations of such Person under this Agreement) expressed as a percentage interest (rounded to four decimal points), as set forth in 5.2.

- Person: an individual, corporation, partnership, limited liability company, trust, unincorporated organization, association or other entity.
- Profits: the Company's net profit for any Fiscal Year, determined under 5.1.
- Project: the development and sale of 29 residential condominium units on the Property for deed restricted, resident-occupied housing for employees of businesses operating within the boundaries of Telluride School District R-1.
- Property: certain real property located within the Town of Mountain Village, Colorado, and legally described as Lot 644, Telluride Mountain Village Filing 22, County of San Miguel, State of Colorado, as depicted on the plat recorded with the San Miguel County Clerk and Recorder as Reception No. 261214. The Property is owned by Housing Authority. The Property will be contributed to the Company on the terms described in the Section 4.4 of this Agreement.
- Regulations: the Treasury Regulations (including temporary regulations) promulgated under the IRC, as amended from time to time (including corresponding provisions of succeeding regulations).
- Third Party: a Person not a party to this Agreement.
- Third Party Offer: a bona fide, non-collusive, binding, arm's length written offer from a Third Party stated in terms of U.S. dollars.
- Town: Town of Mountain Village, a Colorado home rule municipality.
- Town Council: the elected governing body of Town.
- Transfer: a sale, exchange, assignment, encumbrance, gift or other disposition, whether voluntary or by operation of law.
- Transferee: a Person to whom an Ownership Interest is transferred in compliance with this Agreement, having the rights and obligations specified in 14.2.
- Transferor: a Person who transfers an Ownership Interest in compliance with this Agreement.
- Triumph: Triumph Development West, LLC, a Delaware limited liability company

ARTICLE 2 PURPOSES AND POWERS

2.1 Principal Purpose. The principal purpose of the Company is to engage in constructing, marketing and selling the Project on the Property.

2.2 Other Purposes. The Company may also engage in other business and investment activities as the Members may from time to time determine.

2.3 Powers. Subject to the other provisions of this Agreement, the purposes of the Company may be accomplished through the following powers (which are not exclusive):

- [a] To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets;
- [b] To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal with real or personal property, or an interest in it, whenever situated;
- [c] To purchase, take, acquire, receive, subscribe for, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with shares or other interests in or obligations of other Persons, or direct or indirect obligations of the United States or of any government, state, territory, municipality or governmental instrumentality;
- [d] To enter into any leases, contracts or agreements concerning its assets;
- [e] To sign and deliver all instruments, including deeds, assignments, and other documents of transfer or encumbrance as may be necessary or advisable for the administration of its assets;
- [f] To settle claims and take or defend judicial and administrative proceedings;
- [g] To establish reserves for taxes, assessments, insurance premiums, repairs, maintenance, improvements, depreciation, depletion and obsolescence out of rents, profits or other income received;
- [h] To pay all expenses reasonably incurred in the administration of its assets;
- [i] To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as it may determine, issue its notes, bonds and other obligations and secure any of its obligations by mortgage or pledge or all or any part of its property and income;
- [j] To invest and reinvest its funds and take and hold real property and personal property for the payment of funds so invested;
- [k] To appoint agents and define their duties and fix their compensation;
- [l] To make and alter this Agreement, not inconsistent with the Articles or with the Colorado Act, for the administration and regulation of its affairs;
- [m] To conduct its business, carry on its operations and have and exercise the powers granted by the Colorado Act in any state of the United States and in any foreign jurisdiction; and
- [n] To do such other things and engage in such other activities related directly or indirectly to the foregoing as may be necessary, convenient or advisable to the conduct of its business, and to have and exercise all of the powers and rights conferred upon limited liability companies formed under the Colorado Act.

ARTICLE 3 MEMBERS

3.1 Initial Members. The initial Members of the Company are Triumph and Housing Authority.

3.2 Addresses. The initial address of each Member is as follows:

Triumph: 105 Edwards Village Boulevard #C201
PO Box 2444
Edwards, Colorado 81632
email: michael@triumphdev.com

Housing Authority: 411 Mountain Village Boulevard, Suite A
Mountain Village, Colorado 81435
Email: pwisor@mtnvillage.org

ARTICLE 4 COMPANY CAPITAL

4.1 Capital Accounts. A Capital Account will be maintained for each Member and will be credited, charged and otherwise adjusted as required by IRC §704(b) and the §704(b) Regulations. Each Member’s Capital Account will be:

- [a] Credited with [i] the amount of cash and the Fair Market Value of any property (other than the Property, as described in Section 4.4 below) contributed by the Member to the capital of the Company, [ii] the Member’s allocable share of Profits, [iii] the amount of the liabilities of the Company assumed by the Member or secured by any property distributed to the Member and [iv] all other items properly credited to Capital Account as required by the §704(b) Regulations; and
- [b] Charged with [i] the Member’s allocable share of Losses, [ii] the Member’s share of Distributions, [iii] the amount of liabilities of the Member assumed by the Company or secured by property contributed to the Company by the Member, and [iv] all other items properly charged to Capital Account as required by the §704(b) Regulations.

All credits and charges to capital accounts will be allocated among the Members in accordance with the provisions of Article 5. Any unrealized appreciation or depreciation with respect to any asset distributed in kind will be allocated among the Members in accordance with the provisions of Article 5 as though such asset had been sold for its Fair Market Value on the date of distribution, and the Members’ Capital Accounts will be adjusted to reflect both the deemed realization of such appreciation or depreciation and the Distribution of such property.

4.2 Adjustments. The Members intend to comply with the §704(b) Regulations in all respects, and the Members agree to adjust the Capital Accounts of the Members to the full extent that the §704(b) Regulations may apply (including, without limitation, applying the concepts of qualified income offsets and minimum gain chargebacks). To this end, the Members agree to make any Capital Account adjustment that is necessary or appropriate to maintain equality between the aggregate capital accounts of the Members and the amount of capital of the Company reflected on its balance sheet (as computed for book purposes), as long as such adjustments are consistent with the underlying economic arrangement of the Members and are based, wherever practicable, on federal tax accounting principles.

4.3 Market Value Adjustments. The Members agree to make appropriate Capital Account adjustments upon any transfer of an Ownership Interest, including those that apply upon the constructive liquidation of the Company under §708(b) of the IRC, all in accordance with the §704(b) Regulations.

4.4 Initial Capital Contribution. The Members each hereby agree to make initial Capital Contributions, which shall be contributed to the Company upon the execution of this Agreement, as follows:

[a] Housing Authority: \$5,000,000.00 in cash, which may be contributed directly by Housing Authority or by Town on its behalf. As additional Capital Contribution, the Housing Authority shall convey the Property to the Company, free and clear of all liens or other monetary obligations. In order to permit the residences constructed within the Project to be sold at below market value to employee purchasers thereof, the Property will be deemed to have a value of \$1.00 for all purposes under this Agreement.

[b] Triumph: \$0.00.

4.5 Additional Contributions as Determined by Manager. Any additional capital call to the Members and Transferees at any time, in any amount, shall be made only with the approval of the Manager. No additional Capital Contributions shall be due or owing from Town or Housing Authority for any reason, and Triumph agrees to contribute any additional capital needed to complete the Project if needed above Housing Authority's Capital Contribution and proceeds of loan funding.

4.6 Transfer. If all or part of any Ownership Interest is transferred in accordance with the terms of this Agreement, the Capital Account of the Transferor that is attributable to the transferred interest will carry over to the Transferee.

4.7 No Withdrawal. Except as specifically provided in this Agreement, no Member will be entitled to withdraw all or any part of such Member's capital from the Company or, when such withdrawal of capital is permitted, to demand a distribution of property other than money. In addition, no Member will be entitled to withdraw, resign or retire from the Company except upon the occurrence of an event described in 12.2[a], or [b].

4.8 Withdrawal of Capital. No Member may receive any part of such Member's Capital Contribution out of Company assets unless all of the following conditions are satisfied:

[a] No Member may receive a Distribution in an amount that causes the liabilities of the Company, other than liabilities to Members on account of their Ownership Interests, to exceed the Fair Market Value of the Company's assets; and

[b] Such return of capital is either provided for in this Agreement (such as upon Liquidation of the Company) or all Members consent.

4.9 No Interest on Capital. No Member will be entitled to receive interest on its Capital Contributions or Capital Account except as set forth herein.

4.10 No Drawing Accounts. The Company will not maintain a drawing account for any Member. All Distributions to Members will be governed by Article 6 (relating to Distributions) and by Article 13 (relating to Liquidation of the Company).

4.11 Loans by Members. The Company may borrow money from any Member for Company purposes. Any such amount will be repaid on demand or upon such terms as the Company and such Member may agree (provided that the interest rate will at least equal the rate required to avoid imputed interest for federal income tax purposes). Any such advance or loan will be treated as indebtedness of the Company, and will not be treated as a Capital Contribution by a Member.

ARTICLE 5 PROFITS AND LOSSES

5.1 General Rule. For each Fiscal Year, Profits (including items of income and gain) or Losses (including items of loss and deduction) of the Company will be an amount determined in accordance with the tax accounting principles of the §704(b) Regulations (including the allocation to the Members of depreciation, amortization, gain or loss as computed for book purposes).

Except as otherwise specifically provided in this Article, Profits and Losses of the Company for each Fiscal Year will be allocated to the Members in proportion to their Ownership Interests as of the date of such allocation. The Members acknowledge that Town and Housing Authority are tax-exempt, and nothing herein shall be construed to suggest otherwise.

5.2 Ownership Interests. The Ownership Interest of each Member are as follows:

Housing Authority:	00.0001%
Triumph:	99.9999%

5.3 Nonrecourse Debt. If there is Company nonrecourse debt (for which no Member bears the economic risk of loss) or Member nonrecourse debt (which is nonrecourse to the Company but for which one or more Members bear the economic risk of loss), Losses attributable to any such Company nonrecourse debt will be allocated to the Members in proportion to their Ownership Interest as of the date of such allocation, and Losses attributable to any such Member nonrecourse debt will be allocated to those Members bearing the economic risk of loss.

5.4 Minimum Gain Chargeback. If there is a net decrease in the minimum gain (as defined in the §704(b) Regulations) of the Company for a Fiscal Year, items of income and gain will be allocated among the Members in the manner required to comply with the minimum gain chargeback provisions of the §704(b) Regulations. This chargeback provision will apply both to items of Company nonrecourse debt (for which no Member bears the economic risk of loss) and to items of Member nonrecourse debt (which is nonrecourse to the Company but for which one or more Members bear the economic risk of loss).

5.5 Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation or distribution described in §1.704-1(b)(2)(ii)(d)(4),(5) or (6) of the §704(b) Regulations, then such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate any adjusted negative balance (determined under the §704(b) Regulations, including adjustments to reflect reasonably unexpected future items) in such Member’s Capital Account as quickly as possible. Such items will consist of a pro rata portion of each item of Company income (including gross income) and gain of the Company for such Fiscal Year. If more than one Member receives such an allocation, such items will be allocated among them in the ratio of the adjusted negative balances in their Capital Accounts.

5.6 Priority. The general rule of allocating Profits or Losses of 5.1 will be subject first to the prior application of the nonrecourse debt allocation and minimum gain chargeback rules of 5.3 and 5.4 and then to the application of the qualified income offset rule of 5.5.

5.7 Tax Allocations. Allocation of items of income, gain, loss and deduction of the Company for federal income tax purposes for a Fiscal Year will be allocated, as nearly as is practicable, in accordance with the manner in which such items are reflected in the allocations of Profits and Losses among the Members for such Fiscal Year. To the extent possible, principles identical to those that apply to allocations for federal income tax purposes will apply for state and local income tax purposes.

5.8 Transfer. If any Ownership Interest is transferred during any Fiscal Year of the Company (whether by liquidation of an Ownership Interest, transfer of all or part of an Ownership Interest or otherwise), the books of the Company will be closed as of the effective date of transfer. The Profits and Losses attributed to the period from the first day of such Fiscal Year through the effective date of transfer will be allocated to the Transferor, and the Profits and Losses attributed thereafter to the Transferee. In lieu of an interim closing of the books of the Company and with the agreement of the Transferor and Transferee, the Members may agree to allocate Profits and Losses for such Fiscal Year between the Transferor and Transferee based on a daily proration of items for such Fiscal Year or any other reasonable method of allocation (including an allocation of extraordinary Company items, as determined by the Members, based on when such items are recognized for federal income tax purposes).

5.9 INTENTIONALLY OMITTED.

5.10 Tax Credits. To the extent that the federal income tax basis of an asset is allocated to the Members in accordance with the Regulations promulgated under §46 of the IRC, any tax credit attributable to such tax basis will be allocated to the Members in the same ratio as such tax basis. With respect to any other tax credit, to the extent that a Company expenditure gives rise to an allocation of loss or deduction, any tax credit attributable to such expenditure will be allocated to the Members in the same ratio as such loss or deduction. Consistent principles will apply in determining the Members' interests in tax credits that arise from taxable or non-taxable receipts of the Company. All allocations of tax credits will be made as of the time such credit arises. Any recapture of tax credit will, to the extent possible, be allocated to the Members in the same manner as the tax credit was allocated to them. Except as otherwise specifically provided in the §704(b) Regulations (such as the adjustments required when there is an upward or downward adjustment in the tax basis of investment credit property), allocations of tax credits and their recapture will not be reflected by any adjustment to Capital Accounts.

ARTICLE 6 DISTRIBUTIONS

6.1 Distributions. The Company will distribute its Cash Flow as follows:

- [a] If Cash Flow involves the Dissolution and Liquidation of the Company, to the Members as provided in Article 13.
- [b] If Cash Flow does not involve the Dissolution and Liquidation of the Company, to the Members and Persons prioritized as follows:
 - [i] To Housing Authority to the in repayment of its Capital Contribution to the Company, up to a maximum distribution of \$4,300,000.00, it being understood and agreed that Housing Authority shall have no other claim to repayment of its Capital Contribution;
 - [ii] To the Members, ratably and in proportion to the balances of Member loans, as repayment of any loans made to the Company pursuant to 4.11, if any;
 - [iii] To the Members who have made additional Capital Contributions pursuant to 4.5; ratably and in proportion to such additional Capital Contributions;
 - [iv] To Triumph as payment for the Management Fee described in 7.1[d] below; and
 - [v] All remaining Cash Flow to Triumph.

[c] The Company will make the distributions of Cash Flow generated within any Fiscal Year of the Company promptly upon the sale of any of the residential dwelling units comprising the Project, subject to repayment obligations of any construction and development loan.

6.2 Payment. All Distributions will be made to applicable Members owning Ownership Interests on the date of Distribution, as reflected on the books of the Company.

6.3 Withholding. If required by the IRC or by state or local law, the Company will withhold any required amount from Distributions to a Member for payment to the appropriate taxing authority. Any amount so withheld from a Member will be treated as a Distribution by the Company to such Member.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 Management: Delegation of Duties.

[a] The Company shall have one (1) Manager. The business of the Company shall be conducted by its Manager. The Manager will have the power and authority to take all actions on behalf of the Company, except as such authority may be reserved to the Members under the Articles or this Agreement. The initial Manager is Triumph, which by executing this Agreement consents to the same.

[b] The Manager shall be responsible, subject to the provisions of 7.1[c] and 7.2 below, for the management of all matters that the Manager may deem necessary or convenient to accomplish any of the purposes of the Company, including, without limitation, the development, management and sale of the Project. The Manager will keep the Members updated on the status of the Project, but otherwise the Manager is expressly authorized to act and to sign all documents on behalf of the Company in all of the following, so long as same are consistent with the Budget (hereinafter defined), plans and loan terms approved by both Members pursuant to 7.1[c]: executing all construction loan documents and financing documents relating to the Project; negotiating and executing all agreements with the Project's contractors and architect; submitting all design review, planning, and any other related applications to the Town of Mountain Village or other applicable governmental or quasi-governmental entity and obtaining all land use approvals and other permits related to the Project; managing construction of the Access Improvements on the Access Parcel for the benefit of the Project; grant any and all easements or other rights in the Property necessary for the development of the Project; prepare and record condominium common interest community documents for the Project; submitting all subdivision and other required applications to the Town of Mountain Village or other applicable governmental or quasi-governmental entity; negotiating and executing any and all documents arising in connection with the sale of any portion of the Project, including but not limited to contracts, deeds, leases, agreements, disclosure forms, statements of authority, and any other instruments as necessary or appropriate in connection with such sale; and performing any and all other tasks arising in connection with the development and sale of any portion of the Project. Nothing herein shall be interpreted as a waiver, limitation, or delegation of the Town's land use approval authority nor any promise or guaranty of any particular land use approval not already approved as of the date of this Agreement.

[c] Notwithstanding any contrary provision herein, and in addition to the matters identified in 7.2 to require approval of both Members, the affirmative vote or consent of both Members will be required with respect to the following matters:

[i] Approval of any budget for the Project, other than the Budget attached hereto as Exhibit A (the "Budget"), which shall include the sales price of the residences;

- [ii] Approval of the plans for the Project other than those identified on, or attached hereto as, Exhibit B;
 - [iii] Approval of any architect for the Project other than the current architect of record, Pure Design LLC;
 - [iv] Approval of any general contractor for the Project other than Shaw Construction, LLC, which is hereby approved;
 - [v] Approval of any modular building provider for the Project other than Northstar SystemBuilt, which is hereby approved; and
 - [vi] Any amendments to the above items.
- [d] *Management Fee.* In exchange for its services as Manager for the the Company and the Project, Triumph shall be paid a Management Fee in the amount of \$800,000.00 out of the Cash Flow of the Company as provided in 6.1[b].

7.2 Approval of Additional Matters. Notwithstanding Section 7.1 or any other provision contained in this Agreement to the contrary, the following decisions by the Company require the affirmative vote or consent of the Members as set forth in Section 8.8:

- [a] The voluntary Dissolution of the Company under 12.1;
- [b] The admission of an additional Member under 14.2 upon the Transfer of an Ownership Interest;
- [c] The admission of an additional Member incident to the contribution of money or other property to the Company;
- [d] The sale of new Ownership Interests to any Person;
- [e] The merger or consolidation of the Company with any other Person;
- [f] The appointment of a replacement Manager at any time that the prior Manager shall have resigned; and
- [g] Any transaction between the Company and the Manager.

7.3 Efforts of Members. Each Member will devote such time and effort to the affairs of the Company as such Member determines to be necessary or desirable to promote the successful operation of the Company.

7.4 Other Activities. The Members may engage in or possess interests in other business ventures of any nature and description, independently or with others, whether or not such businesses are in competition with the business of the Company, and neither the Company nor any other Member will have any right by virtue of this Agreement in such independent ventures.

7.5 Housing Authority and Town Agreements and Rights.

- [a] *Access Parcel.* Town agrees, for the benefit of the Project, and subject to Manager's obligation to manage construction as provided in 7.1[b], to construct and pay for all access and utility

improvements to that certain parcel of real property adjacent to the Property and legally described as Tract F22-2, Telluride Mountain Village Filing 22, according to the final plat recorded with the Clerk and Recorder of San Miguel County as Reception No. 261214 (the “Access Parcel”), which improvements are described on Exhibit C attached hereto (the “Access Improvements”). Town agrees to commence and complete the Access Improvements as necessary to allow timely completion of the Project and access thereto for construction purposes at all times. While for the benefit of the Project, Town’s obligations under this Section 5 are separate from any other terms and conditions of this Agreement, and any costs incurred by Town in connection with the Access Parcel or the Access Improvements are not Capital Contributions under this Agreement.

- [b] *Tax Exemption.* Town and Housing Authority will take all actions reasonably required to maintain the real property tax exemption for the Property, for the benefit of the Project.
- [c] *Construction Loan.* Neither Town nor Housing Authority shall have any obligation under any loan obtained by Manager for purposes of paying costs of construction and development of the Project. For this reason, Town and Housing Authority may review loan documents solely to assure compliance with the terms and requirements of this Agreement but shall have no right to approve any loan documents or the terms thereof. However, Manager agrees that the loan documents shall include provisions that permit Town or Housing Authority to cure any default by Manager under the loan documents in their discretion.
- [d] *Fees.* Town agrees to either pay for or waive all planning fees, permitting fees, inspection fees, impact fees, and the like, related to the construction, development and sale of the Project; provided, however, that no such payment or waiver shall be deemed to be a capital contribution under this Agreement.
- [e] *Allocation of Responsibilities and Rights.* Town and Housing Authority shall have the authority and discretion to allocate, assign, or assume any rights of either of them pursuant to this Agreement to the other, but not to third parties except as provided elsewhere herein.

7.6 Additional Triumph Agreements. In addition to all other agreements, responsibilities and obligations of Triumph as a Member and Manager under this Agreement, Triumph, or its Affiliate, shall :

- [a] Advance for the benefit of the Project all predevelopment costs and expenses (which may be reimbursed from proceeds of the construction loan); and
- [b] provide any financial guaranty or other assurances required by any construction lender to the Project.

ARTICLE 8 MEETINGS OF MEMBERS

8.1 Annual Meeting. The annual meeting of the Members will be held at such time and date as determined by resolution of the Members, commencing with the year 2023. The purpose of the annual meeting is to review the Company’s operations and to transact such business as may come before the meeting.

8.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Member.

8.3 Place. The Members may designate any place as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting is otherwise called, the place of meeting will

be held at 411 Mountain Village Boulevard, Mountain Village, CO 81435, or such other location that the Members mutually determine.

8.4 Notice. Written notice of any annual meeting determined by resolution of the Members or of any special meeting must be given not less than ten (10) days nor more than fifty (50) days before the date of the meeting. Such notice will state the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice must be given, either by personal delivery, by mail, by email or by other method capable of document transmission, by or at the direction of the Member calling the meeting, to each Member entitled to such notice.

8.5 Waiver of Notice. Any Member may waive, in writing, any notice that is required to be given to such Member, whether before or after the time stated in such notice.

8.6 Record Date. For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members, the date on which notice of the meeting is first given will be the record date for such determination of Members. Any such determination of Members entitled to vote at any meeting of Members will apply to any adjournment of a meeting.

8.7 Quorum. A quorum at any meeting of Members will consist of all Members. Any meeting at which a quorum is present may adjourn the meeting to a place, day and hour without further notice.

8.8 Manner of Acting. The affirmative vote of Members of the Company representing all Ownership Interests within the Company will be the act of the Members.

8.9 Proxies. At all meetings of Members, a Member may vote in person or by written proxy, which is signed by the Member or by a duly authorized attorney-in-fact. Such proxy must be filed with the Company, before or at the time of the meeting. No proxy will be valid after eleven months or more from the date of its signing unless otherwise provided in the proxy.

8.10 Meetings by Telephone. The Members may participate in a meeting by means of a conference telephone or similar communications equipment by which all Members participating in the meeting can hear each other at the same time. Such participation will constitute presence in person at the meeting and waiver of any required notice.

8.11 Action Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by all Members. Action so taken is effective when all Members have signed the consent, unless the consent specifies a later effective date. The record date for determining Members entitled to take action without a meeting will be the date the first Member signs a written consent.

8.12 Member Representatives/Open Meetings. Each Member shall have the authority and discretion to appoint whomever it deems appropriate to represent that Member at any meeting of the Company; provided, however, neither Town nor Housing Authority shall designate more than two (2) members of the Town Council as such representatives, it being the intent of the parties that meetings of the Company shall not trigger the requirements of the Colorado Open Meetings Laws in order to conduct such meetings.

ARTICLE 9 LIABILITY OF A MEMBER

9.1 Limited Liability. As provided in the Colorado Act, no Member of the Company is liable under a judgment, decree or order of a court in any other manner, for any debt, obligation or liability of the Company. Each Member will use all reasonable efforts to cause the Company to take such steps as may be required to retain the Company’s status as a limited liability company.

9.2 Capital Contribution. The Members are each liable to the Company for their respective shares (as indicated below) of the following:

- [a] The Capital Contributions agreed to be made under 4.4 and 4.5;
- [b] Capital that has been wrongfully or erroneously returned to such Member in violation of the Colorado Act, the Articles or this Agreement; and
- [c] Any money or other property wrongfully paid or conveyed to such Member on account of such Member’s Capital Contribution.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnification. The Company will indemnify and hold harmless each Member, Manager and each employee or principal of a Member or Manager from any loss, liability or damage actually and reasonably incurred or suffered by any such Person by reason of any act performed or omitted to be performed, or alleged to have been performed or omitted, by such Person in connection with the business of the Company, provided that, no such Person whose action or omission to act caused the loss, liability or damage incurred or suffered may receive indemnification or avoid liability with respect to any claim, issue or matter as to which there is a final determination that such Person acted in bad faith, gross negligence or willful misconduct. A final determination means an order of any court or arbitration panel that is not appealed. This right of indemnification includes any judgment, award, settlement, cost, expenses and reasonable attorney’s fees incurred in connection with the defense of any actual or threatened claim or action based on any such act or omission.

10.2 Payment. Any such indemnification will only be paid from the assets of the Company or from available insurance coverage, if any, and will be made promptly following the fixing of the loss, liability, or damage incurred or suffered by final judgment of any court, arbitration, settlement, contract or otherwise (provided that attorneys’ fees and costs will be paid as incurred).

10.3 Liability Limitation. A Member will not be liable to the Company or any other Member for any loss, liability or damage suffered or incurred by the Company, directly or indirectly, because of any act or omission made by such Member in good faith and in the absence of gross negligence or willful misconduct. Further, nothing herein shall be construed as a waiver or limitation of governmental immunity of Housing Authority or Town.

ARTICLE 11 ACCOUNTING AND REPORTING

11.1 Fiscal Year. For income tax and accounting purposes, the Fiscal Year of the Company will end on December 31 in each year (unless subsequently changed as provided in the IRC).

11.2 Accounting Method. For income tax and accounting purposes, the Company will use the cash basis method of accounting (unless the Company otherwise determines, and if permitted by the IRC).

11.3 Returns. The Company will cause the preparation and timely filing of all tax returns to be filed by the Company pursuant to the IRC, as well as all other tax returns required in each jurisdiction (if any) in which the Company does business.

11.4 Tax Elections. The Company may make or revoke any tax election; provided, however, that the Company will make the election under §754 of the IRC (relating to the optional adjustment to the tax basis of Company property) upon the written request of any Member.

11.5 Non-Colorado Members. It is anticipated that all of the Company's taxable income will be derived from sources within the State of Colorado. If any Member is not a resident of Colorado for Colorado income tax purposes, such Member agrees to file Colorado income tax returns and to pay Colorado income tax on such Member's share of Colorado taxable income, if required by Colorado income tax law.

11.6 Reports. The Company books will be closed at the end of each Fiscal Year and statements prepared showing the financial condition of the Company and its Profits or Losses from operations. Copies of these statements will be given to each Member. In addition, as soon as practicable after the close of each Fiscal Year, and in any event within ninety (90) days after the end of each Fiscal Year, the Company will provide each Member with all necessary tax reporting information.

11.7 Books and Records. The following records of the Company will be kept at the Company's principal office address.

- [a] A current list of the full name and last known mailing address of each Member;
- [b] A copy of the Articles and of this Agreement;
- [c] The Budget;
- [d] Draw requests from the contractor engaged by the Company to construction the Project;
- [e] Inspection reports and other reasonable and customary documentation related to the development and construction of the Project; and
- [f] Copies of the Company's federal and state income tax returns and reports, and copies of any Company financial statements, for the three most recent years.

Such records will be available for inspection and copying by any Member at such Member's expense, during normal business hours. Manager shall maintain such records in an electronic shared folder for access by the Members.

11.8 Banking. The Company may establish one or more bank accounts and safe deposit boxes. The Company may specify the persons who will be authorized to sign checks on and withdraw funds from such bank accounts and to have access to such safe deposit boxes, and may place such limitations and restrictions on such authority as the Company deems advisable.

11.9 Partnership Representative.

- [a] Designation. Michael O'Connor shall be designated as the "partnership representative" (the "**Partnership Representative**") as provided in Section 6223(a) of the IRC (or under any applicable state or local law providing for an analogous capacity). Any reasonable expenses incurred by the

Partnership Representative in carrying out its responsibilities and duties under this Agreement shall be an expense of the Company for which the Partnership Representative shall be reimbursed.

- [b] **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company in connection with all examinations of the affairs of the Company by any taxing authority, including any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company. The Partnership Representative shall have sole and absolute discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. A Member's obligations under this 11.9[b] shall survive the Transfer, assignment, or liquidation (in whole or in part) of such Member's Ownership Interest in the Company.
- [c] **Tax Returns.** The Manager shall cause to be prepared and timely filed all U.S. and non-U.S. tax returns, if any, required to be filed by or for the Company.

11.10 Notice of Litigation, Etc. The Members agree to provide each other with prompt notice of the commencement of any litigation, action, arbitration or other proceedings that involve the Company, any asset of the Company, or either party's rights to its interest in the Company, and to the receipt of any written threat regarding the commencement of any such proceeding.

11.11 Audit of Financial Statements. Any Member may require the Company's financial statements to be audited by a certified public accounting firm that is independent of all Members. Any audit of the Company's annual financial statements will be conducted at the Company's expense and all other audits of the Company's financial statements will be conducted at the expense of the Member requiring the audit. The selection of the auditor will be made by the Members.

11.12 Colorado Open Records Act. Town and/or Housing Authority may be subject to the Colorado Open Records Act ("CORA") and may be required to disclose certain documents, records, or information relating to the Company pursuant to a valid request under CORA. If Town or Housing Authority receives such a request, they shall promptly notify the Manager who shall reasonably cooperate to comply with CORA to the extent required by law.

ARTICLE 12 DISSOLUTION OF THE COMPANY

12.1 Dissolution. Notwithstanding anything to the contrary in this Agreement or the Colorado Act, Dissolution of the Company will occur only by action of the Members in accordance with 7.2. The Members anticipate Dissolution of the Company within a reasonable time after the completion of the Project and sale of all of the Company's assets.

12.2 Event of Withdrawal. An event of Withdrawal of a Member occurs when any of the events specified in clauses [a] through [b] occurs. The effect of an event of Withdrawal is that the Member retains its Ownership Interest but loses certain voting and informational rights, as more fully described in 14.2.

[a] The dissolution of any Member; or

[b] The bankruptcy of the Member.

In the event of Withdrawal of a Member, the Company will be continued unless the remaining Members elect to dissolve the Company. If the Company is so continued, with respect to any Member as to which an event of Withdrawal has occurred, such Member or such Member's Transferee or other successor-in-interest (as the case may be) will, without further act, become a Transferee of such Ownership Interest, with the limited rights of a Transferee as set forth in 14.2, unless admitted as an additional Member.

ARTICLE 13 LIQUIDATION

13.1 Liquidation. Upon Dissolution of the Company, the Company will immediately wind up its affairs and liquidate. A reasonable time will be allowed for the orderly Liquidation of the Company and the discharge of liabilities to creditors so as to enable the Company to minimize any losses attendant upon Liquidation. Any gain or loss on disposition of any Company assets in Liquidation will be credited or charged to the Members' Capital Accounts in accordance with the provisions of Articles 4 and 5.

13.2 Priority of Payment. The assets of the Company will be distributed in Liquidation of the Company in the following order:

- [a] To creditors by the payment or provision for payment of the debts and liabilities of the Company (including any loans or advances that may have been made by any Member pursuant to 4.11 and the expenses of the Liquidation);
- [b] To the setting up of any reserves that are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; and
- [c] As provided in 6.1[b].

13.3 Distribution to Members. Distributions in Liquidation due to the Members may be made by either or a combination of the following methods: selling the Company assets and distributing the net proceeds or by distributing the Company assets to the Members in kind, with the Distribution being valued at the Fair Market Value of the asset(s) so distributed. Any liquidating Distribution in kind to the Members may be made either by a pro rata Distribution of undivided interests or, if the Members unanimously agree in writing, by non pro rata distribution of specific assets at Fair Market Value on the effective date of Distribution. Any Distribution in kind may be made subject to, or require assumption of, liabilities to which such property may be subject, but only upon the express written agreement of the Member receiving the Distribution. Appropriate and customary prorations and adjustments will be made incident to any Distribution in kind.

13.4 Deficit Capital Account. Except as otherwise specifically provided in 9.2, nothing contained in this Agreement will impose on any Member an obligation to make an additional Capital Contribution in order to restore a deficit Capital Account upon Liquidation of the Company. Each Member will look solely to the assets of the Company for the return of such Member's Capital Contribution.

13.5 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been provided for or paid, and all remaining assets distributed to the Members as provided in 13.3, and after a reasonable period of time thereafter as determined by Manager, the Company will file articles of dissolution with the Colorado Secretary of State pursuant to the Colorado Act. At such time, the Company will also file an application for withdrawal of its certificate of authority with the Colorado Secretary of State pursuant to the Colorado Act.

ARTICLE 14 RESTRICTIONS ON TRANSFERS

14.1 General Restriction. Except as set forth in 14.3, and except for any transaction among the Members or between Housing Authority and Town, no Member may Transfer all or any part of such Member's Ownership Interest in any manner whatsoever without the approval of the Members as provided in 8.8. No Member has the power to grant any Transferee the right to become a Member except as between Housing Authority and Town.

14.2 General Conditions on Transfers. No permitted Transfer of an Ownership Interest by a Member will be effective unless all of the conditions set forth below are satisfied:

- [a] Unless waived by the other Members, the Transferor signs and delivers to the other Members an undertaking in form and substance satisfactory to the other Members to pay all reasonable expenses incurred by the Company and such other Members in connection with the Transfer (including reasonable fees of counsel and accountants and the costs to be incurred with any additional accounting required in connection with the Transfer, and the cost and fees attributable to preparing, filing and recording such amendments to the Articles or other organizational documents or filings as may be required by law);
- [b] Unless waived by the other Members, an opinion of counsel for the Transferor satisfactory in form and substance to such other Members will be delivered to such other Members to the effect that the Transfer of the Ownership Interest is in compliance with the applicable federal and state securities laws, and a statement of the Transferee in form and substance satisfactory to such other Members making appropriate representations and warranties with respect to compliance with the applicable federal and state securities laws;
- [c] The Transferor has signed and delivered to the other Members a copy of the assignment of the Ownership Interest to the Transferee, in form and substance satisfactory to such other Members;
- [d] The Transferee signs and delivers to the other Members an agreement to be bound by this Agreement; and
- [e] The Transfer is in compliance with the other provisions of this Article.

Except as otherwise agreed in writing by the Transferor, Transferee and the other Members, the Transfer of an Ownership Interest will be effective as of 11:59 p.m. (local time) on the last day of the month in which all of the above conditions have been satisfied. Upon the effective date, the Company will amend 5.2 to reflect the new Ownership Interests of all Members.

14.3 Transfers to Affiliates. Notwithstanding the provisions of 14.1 and 14.2, a Member may transfer to an Affiliate (and any subsequent Transferee may transfer to an Affiliate) all (but not less than all) of the Ownership Interest of such Member (or such subsequent Transferee). The other Members agree to consent to the admission of such Transferee as a Member of the Company, in the place and stead of the Transferor.

14.4 Secured Party. A Member may not grant a security interest in such Member's Ownership interest to one or more Persons.

14.5 Resignation of Selling Party. In the event of a sale of all of the Ownership Interest by one of the Members to the Company and/or the remaining Members and/or to any third party, in accordance with the provisions of this Agreement, simultaneously with the closing of the purchase, the selling party shall execute and deliver a resignation as a Member, Manager and employee (as may be applicable) of the

Company, but shall be entitled to receive, at the closing, all earned and/or accrued compensation not previously received, as well as any distributions of cash flow on account of the period of time that such Member was a member of the Company.

ARTICLE 15 GENERAL PROVISIONS

15.1 Amendment. This Agreement may be amended at any time and from time to time, but only by a written instrument signed and approved by all Members.

15.2 Governing Law; Venue; Interpretation. The laws of the State of Colorado will govern this Agreement and the construction of any of its terms. Any litigation arising in connection with this Agreement shall be commenced only in the District Court for San Miguel County, Colorado. If any provision is unenforceable or invalid for any reason, the remainder of this Agreement will continue in effect. All pronouns (and any variation) will be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require or permit. The word “include” (and any variation) is used in an illustrative sense rather than a limiting sense.

15.3 Arbitration. Except as provided in 15.5, if any controversy or claim arising out of this Agreement cannot be settled by the Members, or if the Members cannot come to a unanimous decision where same is required under this Agreement, the decision, controversy or claim will be settled by an individual or corporation selected by the written agreement of the Members or, if they cannot agree, by the Judicial Arbitrator Group in Denver, Colorado, and utilizing the then-applicable provisions of the Commercial Arbitration Rules of the American Arbitration Association and pursuant to the Colorado Uniform Arbitration Act, as it may be amended, and judgment on such arbitration award may be entered in any court having jurisdiction.

15.4 Waiver of Partition Right. Each Member hereby waives and renounces any right that such Member may have, prior to the Dissolution and Liquidation of the Company, to maintain any action for partition with respect to the Company’s property.

15.5 Specific Performance. If any Member proposes to Transfer all or any part of such Member’s Ownership Interest in violation of the terms of this Agreement, to the extent permitted by law, the Company or any other Member may apply to any court of competent jurisdiction for an injunctive order (without the requirement of posting a bond or other security) prohibiting such proposed disposition except upon compliance with the terms of this Agreement, and the Company or any other Member may institute and maintain any action or proceeding against the Member proposing to make such Transfer in violation of this Agreement, and the Transfer will be null and void and of no force and effect. Similar injunctive relief and specific performance may be obtained by the Company or any Member against any third party to compel compliance with the terms of this Agreement. The Person against whom such action or proceeding is brought hereby waives the claim or defense that an adequate remedy at law exists, and such Person agrees not to urge in any such action or proceeding the claim or defense that such remedy at law exists.

15.6 Colorado Constitution and Charter. Any fiscal or monetary obligations of Housing Authority or Town pursuant to this Agreement shall at all times but subject to annual budgeting and appropriation as required by Article X, Section 20 of the Colorado Constitution and all applicable provisions of the statutes of the State of Colorado and of the Charter.

15.7 Attorneys’ Fees. Should any arbitration or legal action be brought to enforce or interpret this Agreement, the prevailing party in such action shall receive from the defaulting party all reasonable costs and expenses, including reasonable attorneys’ fees (and reasonable fees of legal assistants), incurred by the

prevailing party in such action. For the purposes of this Section, the term “prevailing party” shall include a party who withdraws a claim in consideration for payment allegedly due or performance allegedly owed or other consideration in substantial satisfaction of the claim withdrawn.

15.8 Time and Notices. All notices or deliveries required under this Agreement shall either be (i) hand-delivered, (ii) given by certified mail directed to the address of a Member set forth below, (iii) given by overnight courier directed to the address of a Member set forth below or (iv) by email transmission to a Member’s email address set forth below. All notices so given shall be considered effective, (i) if hand delivered, when received, (ii) if by certified mail, three (3) days after deposit, certified mail postage prepaid, with the United States Postal Service, (iii) if by overnight courier, one (1) day after deposit with overnight courier company or (iv) if by email transmission, upon computer confirmation of successful transmission. Any Member may change the address or email address to which future notices shall be sent by notice given in accordance with this Section. All notices will be sent to a Member at the address and email address provided in 3.2. In computing the period of days, the date of personal delivery of date or deemed receipt of such notice will be included. Any Member may waive, in writing, any notice required to be given pursuant to this Agreement, whether before or after such required notice.

15.9 Binding Effect. Except as otherwise provided in this Agreement, this Agreement will be binding upon, and will inure to the benefit of, the Members and their respective successors and assigns. Any such successor-in-interest or assignee will succeed to the benefits and burdens of such Person’s predecessor-in-interest in proportion to the Ownership Interest transferred. No provision of this Agreement will be enforceable by any creditor of the Company for such creditor’s benefit.

15.10 Further Assurances. Without additional consideration, each Member hereby agrees to sign, acknowledge and deliver any further instruments and documents as the Company determines to be necessary or desirable [a] to ensure its status as a limited liability company in any jurisdiction where it owns property or transacts business or [b] to comply with any law, rule or regulation applying to the Company.

15.11 Waiver. No waiver, express or implied, by any Member with respect to any breach or default by any other Member in the performance of such Member’s obligations under this Agreement will be deemed a waiver of any further or other breach or default by such other Member. Failure on the part of any Member to declare any other Member to be in breach or default, regardless of how long such failure continues, will not constitute a continuing waiver.

15.12 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Members in respect of the transactions contemplated by this agreement, and supersedes all prior agreements, arrangements and understandings relating to its subject matter.

15.13 Multiple Counterparts. This Agreement may be signed in one or more identical counterparts which, when taken together, will be deemed to constitute the original of this Agreement.

15.14 Headings. The section and other headings contained in this Agreement are inserted only as a matter of convenience and for reference, and do not affect, define, or limit the scope, meaning, intent, or interpretation of the text of this Agreement.

15.15 Governmental Immunity. Nothing herein shall be construed as a waiver of the governmental immunity of Town or Housing Authority.


IN WITNESS WHEREOF, all of the Members and Town have signed this Operating Agreement of Meadowlark 644, LLC to be effective upon formation of the Company, notwithstanding the actual date of signing.

TOWN OF MOUNTAIN VILLAGE HOUSING
AUTHORITY

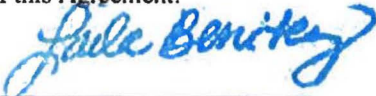


By: _____
Name: Laila Benitez
Title: Mayor
Date: 06/15/2023

TRIUMPH DEVELOPMENT WEST, LLC, a Colorado
limited liability company

By: 
Name: Mr. Michael Connor
Title: Manager
Date: 6/15/2023

The Town of Mountain Village, a Colorado home rule municipality, agrees and consents to the provisions of this Agreement:



Mayor

06/15/2023
Date

Meadowlark Lot 644 Mountain Village
Project Budget & Unit Sales Prices

Exhibit A
6.13.23

Development Program

Condos	Units	SF	Townhomes	Units	Livable SF	Garage SF
A1-1 (1BR)	4	740	B3-3 (3BR Garage)	3	1,885	340
A2-1 (2BR)	2	955	B3-2 (3BR Garage)	2	1,620	340
A2-2 (2BR)	6	1,015	CD3-2.5(3BR)	8	1,485	-
Total Units/SF	12	10,960	CD2-2 (2BR)	4	1,075	-
			Total	17	25,075	1,700
Gross SF		15,240	Gross SF			26,775

Development Budget	Budget Total	Paid To Date
Contributed Land	\$ 2,255,000	\$ -
Modular Hardcost & Transport	\$ 6,050,595	\$ 67,375
All Other Hardcost	\$ 12,462,278	\$ -
Planning, Impact Fees and Use Tax	\$ -	\$ -
Sales Tax	\$ 120,290	\$ -
Softcosts	\$ 668,790	\$ 415,636
Development Fee	\$ 800,000	\$ -
Contingency	\$ 703,568	\$ -
Financing & Interest Carry	\$ 1,227,753	\$ -
Total Onsite Development Budget	\$ 24,288,274	\$ 483,011
Cost Excluding Land	22,033,274	483,011
TOMV Access Tract Construction	\$ 944,412	\$ -
Total Development Costs	\$ 25,232,686	\$ 483,011

Onsite Project Funding	\$	%
Construction Loan	\$ 16,500,000	67.9%
Contributed Land	\$ 2,255,000	9.3%
TOMV Cash Equity	\$ 5,000,000	20.6%
Required Additional Equity	\$ 533,274	2.2%
Total Budget	\$ 24,288,274	100.0%

Additional TOMV Funding	\$
TOMV Access Tract Cost	944,412

<u>Discipline</u>	<u>Drawing No.</u>	<u>Drawing Title</u>	<u>Drawing Date</u>
GENERAL	G0.00	COVER SHEET	5/2/23
GENERAL	G0.01	SHEET INDEX	5/2/23
GENERAL	G0.10	GENERAL NOTES & SYMBOLS	5/2/23
GENERAL	G0.50	ADA REGULATIONS	5/2/23
GENERAL	G0.51	ADA REGULATIONS	5/2/23
GENERAL	G0.52	ADA REGULATIONS	5/2/23
GENERAL	G0.53	ADA REGULATIONS	5/2/23
GENERAL	G0.54	ADA REGULATIONS	5/2/23
GENERAL	G0.55	ADA REGULATIONS	5/2/23
GENERAL	G0.56	ADA REGULATIONS	5/2/23
GENERAL	G0.57	ADA REGULATIONS	5/2/23
GENERAL	G0.58	ADA REGULATIONS	5/2/23
GENERAL	G1.00	CODE SUMMARY	5/2/23
GENERAL	G1.01	OCCUPANCIES & AREAS	5/2/23
GENERAL	G2.20	WALL TYPES	5/2/23
GENERAL	G2.21	FLOOR TYPES	5/2/23
GENERAL	G2.22	UL DETAILS	5/2/23
GENERAL	G2.23	UL DETAILS	5/2/23
GENERAL	G4.02	SPECS	5/2/23
STRUCTURE	S0.01	TYPICAL SECTIONS	5/2/23
STRUCTURE	S1.0	SECTION	5/2/23
STRUCTURE	S1.01	SECTION	5/2/23
STRUCTURE	S1.02	FOUNDATION SECTIONS	5/2/23
STRUCTURE	SA2.0MS	BUILDING A - MODULE SEQUENCE	5/2/23
STRUCTURE	SA2.0S	BUILDING A - FOUNDATION/SLAB PLAN	5/2/23
STRUCTURE	SA2.0M	BUILDING A - LOWER LEVEL MODULAR FLOOR PLAN	5/2/23
STRUCTURE	SA2.0C	BUILDING A - LOWER LEVEL MODULAR CEILING PLAN	5/2/23
STRUCTURE	SA2.1M	BUILDING A - 1ST LEVEL MODULAR FLOOR PLAN	5/2/23
STRUCTURE	SA2.1C	BUILDING A - 1ST LEVEL MODULAR CEILING PLAN	5/2/23
STRUCTURE	SA2.2M	BUILDING A - 2ND LEVEL MODULAR FLOOR PLAN	5/2/23
STRUCTURE	SA2.2C	BUILDING A - 2ND LEVEL MODULAR CEILING PLAN	5/2/23
STRUCTURE	SA2.3M	BUILDING A - 3RD LEVEL MODULAR FLOOR PLAN	5/2/23
STRUCTURE	SA2.3C	BUILDING A - 3RD LEVEL MODULAR CEILING PLAN	5/2/23
STRUCTURE	SA3.0	BUILDING A - ROOF FRAMING PLAN	5/2/23
STRUCTURE	S4.0	SCHEDULES	5/2/23
STRUCTURE	S4.01	FRAMING SECTIONS	5/2/23
STRUCTURE	S4.02	FLOOR FRAMING SECTIONS	5/2/23
STRUCTURE	S4.03	FLOOR FRAMING SECTIONS	5/2/23
STRUCTURE	S5.0	ROOF FRAMING SECTIONS	5/2/23
STRUCTURE	S5.1	ROOF FRAMING SECTIONS	5/2/23
ARCH	A0.00	ARCHITECTURAL SITE PLAN	5/2/23
ARCH	A1.10	BUILDING A - LOWER LEVEL	5/2/23
ARCH	A1.11	BUILDING A - FIRST FLOOR	5/2/23
ARCH	A1.12	BUILDING A - SECOND FLOOR	5/2/23
ARCH	A1.13	BUILDING A - THIRD FLOOR	5/2/23
ARCH	A1.20	ENLARGED PLANS	5/2/23
ARCH	A1.21	ENLARGED PLANS	5/2/23
ARCH	A1.30	PLAN DETAILS	5/2/23
ARCH	A1.31	PLAN DETAILS	5/2/23
ARCH	A2.00	ROOF PLAN	5/2/23
ARCH	A2.01	ROOF DETAILS	5/2/23
ARCH	A3.00	BUILDING A - EXTERIOR ELEVATIONS	5/2/23
ARCH	A4.00	BUILDING SECTIONS	5/2/23
ARCH	A4.01	BUILDING SECTIONS	5/2/23
ARCH	A5.00	WALL SECTIONS	5/2/23
ARCH	A5.01	WALL SECTIONS	5/2/23
ARCH	A5.02	WALL SECTIONS	5/2/23
ARCH	A5.03	WALL SECTIONS	5/2/23
ARCH	A5.10	SECTION DETAILS	5/2/23
ARCH	A5.11	SECTION DETAILS	5/2/23
ARCH	A5.12	SECTION DETAILS	5/2/23
ARCH	A5.13	SECTION DETAILS	5/2/23
ARCH	A5.14	SECTION DETAILS	5/2/23
ARCH	A5.20	ENLARGED PLANS	5/2/23
ARCH	A5.21	STAIR SECTIONS	5/2/23
ARCH	A5.22	STAIR DETAILS	5/2/23
ARCH	A5.23	STAIR DETAILS	5/2/23
ARCH	A6.00	DOOR & WINDOW SCHEDULE	5/2/23

dowlark at Mountain Village
 Improvement Drawing Log

Exhibit B
 6/1/23

ARCH	A6.01	DOOR & WINDOW DETAILS	5/2/23
ARCH	A6.02	DOOR & WINDOW DETAILS	5/2/23
ARCH	A6.03	DOOR & WINDOW DETAILS	5/2/23
ARCH	A7.00	INTERIOR ELEVATIONS	5/2/23
ARCH	A8.00	MILLWORK DETAILS	5/2/23
ARCH	A8.01	MILLWORK DETAILS	5/2/23
ARCH	A9.00	REFLECTED CEILING PLAN - LOWER LEVEL	5/2/23
ARCH	A9.01	REFLECTED CEILING PLAN - FIRST FLOOR	5/2/23
ARCH	A9.02	REFLECTED CEILING PLAN - SECOND FLOOR	5/2/23
ARCH	A9.03	REFLECTED CEILING PLAN - THIRD FLOOR	5/2/23
ARCH	A9.04	ENLARGED REFLECTED CEILING PLAN	5/2/23
ARCH	A9.05	ENLARGED REFLECTED CEILING PLAN	5/2/23
ARCH	A9.10	RCP DETAILS	5/2/23
ARCH	A10.01	BUILDING A - LOWER LEVEL FINISH PLAN	5/2/23
ARCH	A10.02	BUILDING A - FIRST LEVEL FINISH PLAN	5/2/23
ARCH	A10.03	BUILDING A - SECOND LEVEL FINISH PLAN	5/2/23
ARCH	A10.04	BUILDING A - THIRD LEVEL FINISH PLAN	5/2/23
ARCH	A12.05	MODULAR 3D DETAILS	5/2/23
ARCH	A12.06	MODULAR 3D DETAILS	5/2/23
MECHANICAL	M0.01	MECHANICAL GENERAL NOTES	5/2/23
MECHANICAL	M1.10	BUILDING A - LOWER LEVEL HVAC PLAN	5/2/23
MECHANICAL	M1.11	BUILDING A - FIRST FLOOR HVAC PLAN	5/2/23
MECHANICAL	M1.12	BUILDING A - SECOND FLOOR HVAC PLAN	5/2/23
MECHANICAL	M1.13	BUILDING A - THIRD FLOOR HVAC PLAN	5/2/23
MECHANICAL	M1.14	BUILDING A - ROOF HVAC PLAN	5/2/23
MECHANICAL	M2.00	BUILDING A - HVAC UNIT PLANS	5/2/23
MECHANICAL	M3.00	MECHANICAL DETAILS	5/2/23
MECHANICAL	M4.00	MECHANICAL SCHEDULES	5/2/23
PLUMBING	P1.00	BUILDING A - UNDERGROUND PLUMBING	5/2/23
PLUMBING	P1.10	BUILDING A - LOWER LEVEL MF PLUMBING PLAN	5/2/23
PLUMBING	P1.11	BUILDING A - LOWER LEVEL PLUMBING PLAN	5/2/23
PLUMBING	P1.12	BUILDING A - FIRST FLOOR CS PLUMBING PLAN	5/2/23
PLUMBING	P1.13	BUILDING A - FIRST FLOOR MF PLUMBING PLAN	5/2/23
PLUMBING	P1.14	BUILDING A - FIRST FLOOR PLUMBING PLAN	5/2/23
PLUMBING	P1.15	BUILDING A - SECOND FLOOR MF PLUMBING PLAN	5/2/23
PLUMBING	P1.16	BUILDING A - SECOND FLOOR PLUMBING PLAN	5/2/23
PLUMBING	P1.17	BUILDING A - THIRD FLOOR MF PLUMBING PLAN	5/2/23
PLUMBING	P1.18	BUILDING A - THIRD FLOOR PLUMBING PLAN	5/2/23
PLUMBING	P1.19	BUILDING A - ROOF PLUMBING PLAN	5/2/23
PLUMBING	P2.00	BUILDING A - PLUMBING UNIT PLANS	5/2/23
PLUMBING	P3.00	BUILDING A - PLUMBING RISERS	5/2/23
PLUMBING	P3.01	BUILDING A - PLUMBING RISERS	5/2/23
PLUMBING	P4.00	PLUMBING DETAILS	5/2/23
PLUMBING	P5.00	PLUMBING SCHEDULES	5/2/23
ELECTRICAL	E0.00	ELECTRICAL TITLE SHEET	5/2/23
ELECTRICAL	E0.01	ELECTRICAL GENERAL NOTES	5/2/23
ELECTRICAL	E0.02	ELECTRICAL SITE PLAN	
ELECTRICAL	E1.10	BUILDING A - LOWER LEVEL LIGHTING PLAN	5/2/23
ELECTRICAL	E1.11	BUILDING A - FIRST FLOOR LIGHTING PLAN	5/2/23
ELECTRICAL	E1.12	BUILDING A - SECOND FLOOR LIGHTING PLAN	5/2/23
ELECTRICAL	E1.13	BUILDING A - THIRD FLOOR LIGHTING PLAN	5/2/23
ELECTRICAL	E2.10	BUILDING A - LOWER LEVEL POWER & SYSTEMS PLAN	5/2/23
ELECTRICAL	E2.11	BUILDING A - FIRST FLOOR POWER & SYSTEMS PLAN	5/2/23
ELECTRICAL	E2.12	BUILDING A - SECOND FLOOR POWER & SYSTEMS PLAN	5/2/23
ELECTRICAL	E2.14	BUILDING A - THIRD FLOOR POWER & SYSTEMS PLAN	5/2/23
ELECTRICAL	E2.13	BUILDING A - ROOF ELECTRICAL PLAN	5/2/23
ELECTRICAL	E3.00	BUILDING A - ELECTRIC UNIT PLANS	5/2/23
ELECTRICAL	E5.00	ELECTRICAL RISER DIAGRAM	5/2/23
ELECTRICAL	E6.00	ELECTRICAL DETAILS	5/2/23
ELECTRICAL	E7.00	ELECTRICAL SCHEDULES	5/2/23
ELECTRICAL	E7.01	ELECTRICAL SCHEDULES	5/2/23
GENERAL	G0.00-B	COVER SHEET	5/2/23
GENERAL	G0.01-B	SHEET INDEX	5/2/23
GENERAL	G0.10	GENERAL NOTES & SYMBOLS	5/2/23
GENERAL	G0.50	ADA REGULATIONS	5/2/23
GENERAL	G0.51	ADA REGULATIONS	5/2/23
GENERAL	G0.52	ADA REGULATIONS	5/2/23
GENERAL	G0.53	ADA REGULATIONS	5/2/23

dowlark at Mountain Village
 Permit Drawing Log

Exhibit B
 6/1/23

GENERAL	G0.54	ADA REGULATIONS	5/2/23
GENERAL	G0.55	ADA REGULATIONS	5/2/23
GENERAL	G0.56	ADA REGULATIONS	5/2/23
GENERAL	G0.57	ADA REGULATIONS	5/2/23
GENERAL	G0.58	ADA REGULATIONS	5/2/23
GENERAL	G1.00	CODE SUMMARY	5/2/23
GENERAL	G1.01-B	OCCUPANCIES & AREAS	5/2/23
GENERAL	G2.10	UL DETAILS	5/2/23
GENERAL	G2.11	UL DETAILS	5/2/23
GENERAL	G2.12	UL DETAILS	5/2/23
GENERAL	G2.13	UL DETAILS	5/2/23
GENERAL	G2.14	UL DETAILS	5/2/23
GENERAL	G2.20	WALL TYPES	5/2/23
GENERAL	G4.02	SPECS	5/2/23
STRUCTURE	S0.00	GENERAL NOTES	3/22/23
STRUCTURE	S0.01	TYPICAL SECTIONS	3/22/23
STRUCTURE	S1.0	SECTION	5/2/23
STRUCTURE	S1.01	SECTION	3/22/23
STRUCTURE	S1.02	FOUNDATION SECTIONS	5/2/23
STRUCTURE	SB2.0MS	BUILDING B - MODULE SEQUENCE	3/22/23
STRUCTURE	SB2.0S(1)	BUILDING B - FOUNDATION/SLAB PLAN - AREA 1	5/2/23
STRUCTURE	SB2.0S(2)	BUILDING B - FOUNDATION/SLAB PLAN - AREA 2	5/2/23
STRUCTURE	SB2.0M(1)	BUILDING B - LOWER LEVEL MODULAR FLOOR PLAN - AREA 1	3/22/23
STRUCTURE	SB2.0M(2)	BUILDING B - LOWER LEVEL MODULAR FLOOR PLAN - AREA 2	3/22/23
STRUCTURE	SB2.0C(1)	BUILDING B - LOWER LEVEL MODULAR CEILING PLAN - AREA 1	3/22/23
STRUCTURE	SB2.0C(2)	BUILDING B - LOWER LEVEL MODULAR CEILING PLAN - AREA 2	3/22/23
STRUCTURE	SB2.1M(1)	BUILDING B - 1ST LEVEL MODULAR FLOOR PLAN - AREA 1	5/2/23
STRUCTURE	SB2.1M(2)	BUILDING B - 1ST LEVEL MODULAR FLOOR PLAN - AREA 2	5/2/23
STRUCTURE	SB2.1C(1)	BUILDING B - 1ST LEVEL MODULAR CEILING PLAN - AREA 1	3/22/23
STRUCTURE	SB2.1C(2)	BUILDING B - 1ST LEVEL MODULAR CEILING PLAN - AREA 2	3/22/23
STRUCTURE	SB2.2M(1)	BUILDING B - 2ND LEVEL MODULAR FLOOR PLAN - AREA 1	3/22/23
STRUCTURE	SB2.2M(2)	BUILDING B - 2ND LEVEL MODULAR FLOOR PLAN - AREA 2	3/22/23
STRUCTURE	SB2.2C(1)	BUILDING B - 2ND LEVEL MODULAR CEILING PLAN - AREA 1	3/22/23
STRUCTURE	SB2.2C(2)	BUILDING B - 2ND LEVEL MODULAR CEILING PLAN - AREA 2	3/22/23
STRUCTURE	SB3.0(1)	BUILDING B - ROOF FRAMING PLAN - AREA 1	3/22/23
STRUCTURE	SB3.0(2)	BUILDING B - ROOF FRAMING PLAN - AREA 2	3/22/23
STRUCTURE	S4.0	SCHEDULES	3/22/23
STRUCTURE	S4.01	FRAMING SECTIONS	3/22/23
STRUCTURE	S4.02	FLOOR FRAMING SECTIONS	3/22/23
STRUCTURE	S4.03	FLOOR FRAMING SECTIONS	3/22/23
STRUCTURE	S5.0	ROOF FRAMING SECTIONS	3/22/23
STRUCTURE	S5.1	ROOF FRAMING SECTIONS	3/22/23
ARCH	A0.00	ARCHITECTURAL SITE PLAN	5/2/23
ARCH	A1.01-B	BUILDING B - LOWER LEVEL (SITE BUILT)	5/2/23
ARCH	A1.10-B	BUILDING B - LOWER LEVEL	5/2/23
ARCH	A1.11-B	BUILDING B - FIRST FLOOR	5/2/23
ARCH	A1.12-B	BUILDING B - SECOND FLOOR	5/2/23
ARCH	A1.20-B	BUILDING B - UNIT 1 ENLARGED PLANS	5/2/23
ARCH	A1.21-B	BUILDING B - UNIT 1 ENLARGED PLANS	5/2/23
ARCH	A1.22-B	BUILDING B - UNIT 2 ENLARGED PLANS	5/2/23
ARCH	A1.23-B	BUILDING B - UNIT 2 ENLARGED PLANS	5/2/23
ARCH	A1.30-B	PLAN DETAILS	5/2/23
ARCH	A2.00-B	ROOF PLAN	5/2/23
ARCH	A2.10	ROOF DETAILS	5/2/23
ARCH	A3.00-B	BUILDING B - EXTERIOR ELEVATIONS	5/2/23
ARCH	A4.00-B	BUILDING SECTIONS	5/2/23
ARCH	A4.01-B	BUILDING SECTIONS	5/2/23
ARCH	A5.00-B	WALL SECTIONS	5/2/23
ARCH	A5.01-B	WALL SECTIONS	5/2/23
ARCH	A5.02-B	WALL SECTIONS	5/2/23
ARCH	A5.10-B	SECTION DETAILS	5/2/23
ARCH	A5.11-B	SECTION DETAILS	5/2/23
ARCH	A5.12-B	SECTION DETAILS	5/2/23
ARCH	A5.15	SECTION DETAILS	5/2/23
ARCH	A5.16	SECTION DETAILS	5/2/23
ARCH	A5.20-B	STAIR SECTIONS	5/2/23
ARCH	A5.21-B	STAIR SECTIONS	5/2/23
ARCH	A5.22-B	STAIR DETAILS	5/2/23
ARCH	A6.00-B	DOOR	5/2/23

dowlark at Mountain Village
 Improvement Drawing Log

Exhibit B
 6/1/23

ARCH	A6.01-B	DOOR & WINDOW DETAILS	5/2/23
ARCH	A6.02-B	DOOR & WINDOW DETAILS	5/2/23
ARCH	A6.03-B	DOOR & WINDOW DETAILS	5/2/23
ARCH	A7.00-B	BUILDING B - INTERIOR ELEVATIONS	5/2/23
ARCH	A7.01-B	BUILDING B - INTERIOR ELEVATIONS	5/2/23
ARCH	A8.00	MILLWORK DETAILS	5/2/23
ARCH	A8.01	MILLWORK DETAILS	5/2/23
ARCH	A9.10-B	BUILDING B - LOWER LEVEL REFLECTED CEILING PLAN	5/2/23
ARCH	A9.11-B	BUILDING B - FIRST FLOOR REFLECTED CEILING PLAN	5/2/23
ARCH	A9.12-B	BUILDING B - SECOND FLOOR REFLECTED CEILING PLAN	5/2/23
ARCH	A9.20-B	BUILDING B - UNIT 1 REFLECTED CEILING PLAN	5/2/23
ARCH	A9.21-B	BUILDING B - UNIT 1 REFLECTED CEILING PLAN	5/2/23
ARCH	A9.22-B	BUILDING B - UNIT 2 REFLECTED CEILING PLAN	5/2/23
ARCH	A9.23-B	BUILDING B - UNIT 2 REFLECTED CEILING PLAN	5/2/23
ARCH	A10.01-B	BUILDING B - LOWER LEVEL FINISH PLAN	5/2/23
ARCH	A10.02-B	BUILDING B - FIRST LEVEL FINISH PLAN	5/2/23
ARCH	A10.03-B	BUILDING B - SECOND LEVEL FINISH PLAN	5/2/23
ARCH	A12.00	MOD SCOPE	5/2/23
ARCH	A12.01	MODULAR DETAILS	5/2/23
ARCH	A12.05	MODULAR 3D DETAILS	5/2/23
ARCH	A12.06	MODULAR 3D DETAILS	5/2/23
MECHANICAL	M0.00B	MECHANICAL TITLE SHEET	5/2/23
MECHANICAL	M0.01B	MECHANICAL GENERAL NOTES	5/2/23
MECHANICAL	M1.10B	BUILDING B - LOWER LEVEL HVAC PLAN	5/2/23
MECHANICAL	M1.11B	BUILDING B - FIRST FLOOR HVAC PLAN	5/2/23
MECHANICAL	M1.12B	BUILDING B - SECOND FLOOR HVAC PLAN	5/2/23
MECHANICAL	M2.00B	BUILDING B - HVAC UNIT PLANS	5/2/23
MECHANICAL	M2.01B	BUILDING B - HVAC UNIT PLANS	5/2/23
MECHANICAL	M5.00B	MECHANICAL DETAILS	5/2/23
MECHANICAL	M6.00B	MECHANICAL SCHEDULES	5/2/23
PLUMBING	P1.00B	BUILDING B - UNDERGROUND PLUMBING PLAN	5/2/23
PLUMBING	P1.10B	BUILDING B - LOWER LEVEL PLUMBING PLAN	5/2/23
PLUMBING	P1.11B	BUILDING B - FIRST FLOOR PLUMBING PLAN	5/2/23
PLUMBING	P1.12B	BUILDING B - SECOND FLOOR PLUMBING PLAN	5/2/23
PLUMBING	P1.13B	BUILDING B - ROOF PLUMBING PLAN	5/2/23
PLUMBING	P2.00B	BUILDING B - PLUMBING UNIT PLANS	5/2/23
PLUMBING	P3.00B	BUILDING B - PLUMBING RISERS	5/2/23
PLUMBING	P7.00B	PLUMBING DETAILS	5/2/23
PLUMBING	P8.00B	PLUMBING SCHEDULES	5/2/23
ELECTRICAL	E0.00B	ELECTRICAL TITLE SHEET	5/2/23
ELECTRICAL	E0.01B	ELECTRICAL GENERAL NOTES	5/2/23
ELECTRICAL	E1.10B	BUILDING B - LOWER LEVEL ELECTRICAL PLAN	5/2/23
ELECTRICAL	E1.11B	BUILDING B - FIRST FLOOR ELECTRICAL PLAN	5/2/23
ELECTRICAL	E1.12B	BUILDING B - SECOND FLOOR ELECTRICAL PLAN	5/2/23
ELECTRICAL	E1.14B	BUILDING B - ROOF ELECTRICAL PLAN	5/2/23
ELECTRICAL	E2.00B	BUILDING B - ELECTRICAL UNIT PLANS	5/2/23
ELECTRICAL	E5.00B	ELECTRICAL RISER DIAGRAM - B	5/2/23
ELECTRICAL	E6.00B	ELECTRICAL DETAILS	5/2/23
ELECTRICAL	E7.00B	ELECTRICAL SCHEDULES	5/2/23
ELECTRICAL	E7.01B	ELECTRICAL SCHEDULES	5/2/23
GENERAL	G0.00-C	COVER SHEET	5/2/23
GENERAL	G0.01-C	SHEET INDEX	5/2/23
GENERAL	G0.10	GENERAL NOTES & SYMBOLS	5/2/23
GENERAL	G0.50	ADA REGULATIONS	5/2/23
GENERAL	G0.51	ADA REGULATIONS	5/2/23
GENERAL	G0.52	ADA REGULATIONS	5/2/23
GENERAL	G0.53	ADA REGULATIONS	5/2/23
GENERAL	G0.54	ADA REGULATIONS	5/2/23
GENERAL	G0.55	ADA REGULATIONS	5/2/23
GENERAL	G0.56	ADA REGULATIONS	5/2/23
GENERAL	G0.57	ADA REGULATIONS	5/2/23
GENERAL	G0.58	ADA REGULATIONS	5/2/23
GENERAL	G1.01	OCCUPANCIES & AREAS	5/2/23
GENERAL	G2.10	UL DETAILS	5/2/23
GENERAL	G2.20	WALL TYPES	5/2/23



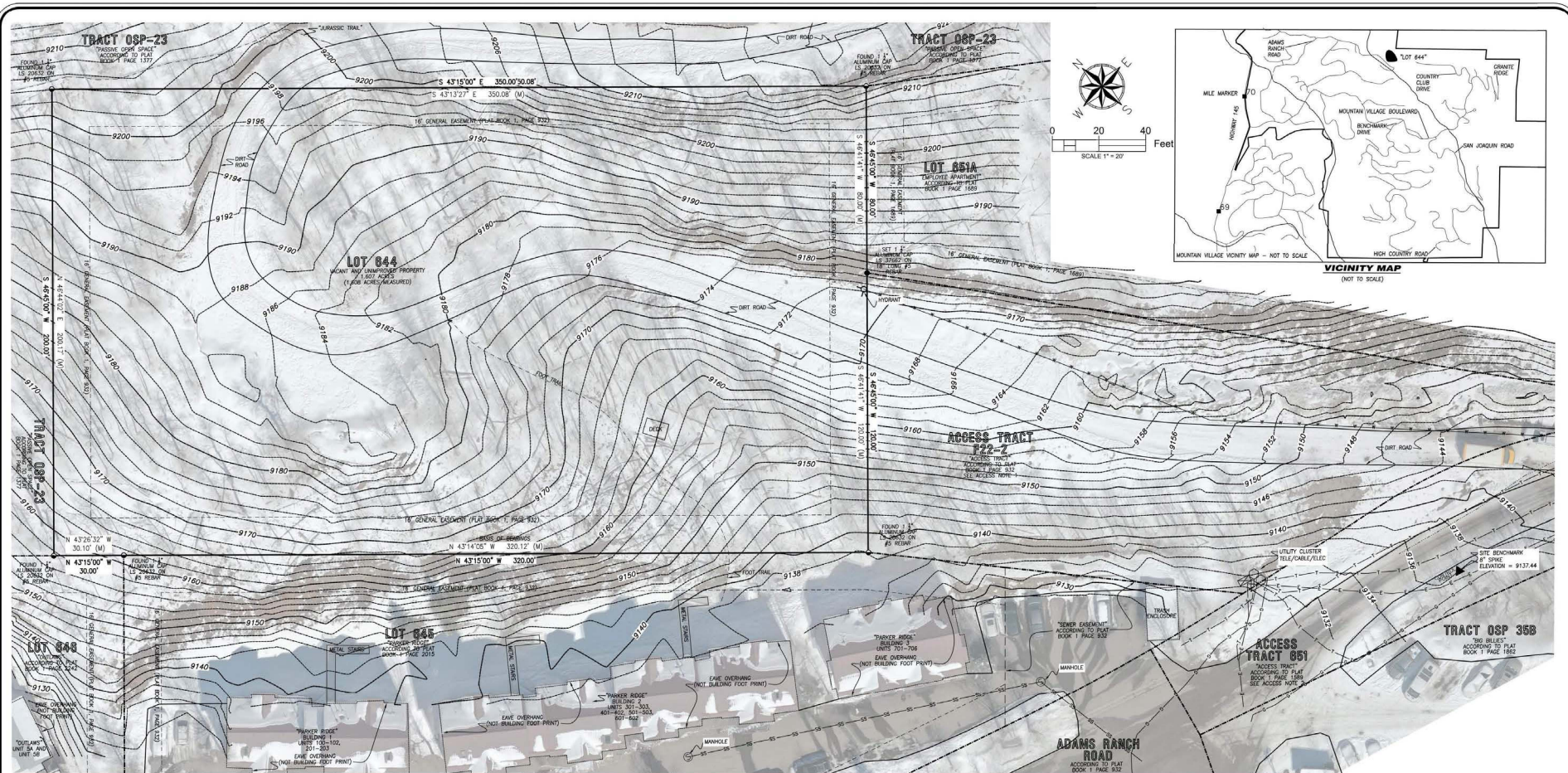
Triumph Lot 644 Modular
95% CD Estimate

Location	Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Notes
4-Access Tract	002000		SITWORK				
		002050	SITWORK SUPPORT				
			Temp Site Fencing	300.00 lf	16.04 /lf	4,812	
			Traffic Control	102.00 hrs	48.64 /hrs	4,961	
			Construction Surveying & Staking	21,039.60 ssf	0.68 /ssf	14,307	
			Clean-up and General Labor	300.00 hr	41.30 /hr	12,390	
			Haul Trash	7.50 pull	1,000.00 /pull	7,500	
			Temp Toilets	4.20 mo	1,050.00 /mo	4,410	
			Forklift	1.80 mo	4,850.00 /mo	8,730	
			Temp Generators	* EXCL	/EXC		
					L		
			SITWORK SUPPORT		/sf	57,110	
		002220	SITE DEMOLITION				
			Tree Removal	0.30 ls	35,000.00 /ls	10,500	ALLOWANCE
			SITE DEMOLITION		/sf	10,500	
		002315	EXCAVATION & FILL				
			Building Excavation / Backfill	1.00 ls	60,000.00 /ls	60,000	
			EXCAVATION & FILL		/sf	60,000	
		002370	EROSION CONTROL				
			Erosion Control - Install	21,039.60 ssf	0.20 /ssf	4,208	
			Erosion Control Monitoring & Maintenance	4.20 mo	4,140.00 /mo	17,388	
			SWMP Plan Preparation	0.30 ea	2,000.00 /ea	600	
			Stormwater Permit	0.30 ea	575.00 /ea	173	
			Stabilized Construction Entrances	0.30 ea	3,500.00 /ea	1,050	
			Street Cleanup	4.20 mo	750.00 /mo	3,150	
			Dust Control	0.30 ls	10,000.00 /ls	3,000	
			Water Utility Usage	4.20 mo	1,500.00 /mo	6,300	
			EROSION CONTROL		/sf	35,868	
		002510	WATER DISTRIBUTION				
			Tie Into Existing	* incl	0.00 /incl	0	
		002530	SANITARY SEWER				
			Manhole	* incl	0.00 /incl	0	
			Tap Existing	* incl	0.00 /incl	0	
			8" SDR 35	0.50 ls	97,414.26 /ls	48,707	
			SANITARY SEWER		/sf	48,707	
		002580	SITE ELECTRICAL				
			Bollard Light Fixtures and Light Pole - Offsite	1.00 ls	22,792.00 /ls	22,792	
			Primary Power Conduits - Trench/Backfill	250.00 lf	25.00 /lf	6,250	
			Primary Power Conduits - Install Splice Vault	2.00 ea	1,500.00 /ea	3,000	
			SITE ELECTRICAL		/sf	32,042	
		002630	STORM DRAINAGE				
			UG Detention System	0.50 ls	231,520.98 /ls	115,760	
			STORM DRAINAGE		/sf	115,760	
		002720	BASE COURSES				
			Class 6 Under Concrete (6" thick) and Asphalt (12"thick) Offsites	* incl	0.00 /incl	0	
			Jurassic Trail Path	* EXCL	0.00 /EXC	0	
					L		
			Class 6 Under Concrete (6" thick) and Asphalt (12"thick)	0.50 ls	89,195.00 /ls	44,598	
			BASE COURSES		/sf	44,598	
		002740	ASPHALT PAVING				
			4" HMA Paving Offsite	1.00 ls	52,262.00 /ls	52,262	
			4" Patch at Entrances / Tie Ins	1.00 ea	8,000.00 /ea	8,000	
			Traffic Control	5.00 day	1,500.00 /day	7,500	
			ASPHALT PAVING		/sf	67,762	
		002750	CONCRETE PAVING				
			Sidewalks - Offsites	1.00 ls	19,412.00 /ls	19,412	
			CONCRETE PAVING		/sf	19,412	
		002770	CURBS & GUTTERS				



Triumph Lot 644 Modular
95% CD Estimate

Location	Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Notes
		002770	<i>CURBS & GUTTERS</i>				
			Curb & Gutter - Offsites	1.00 ls	12,390.00 /ls	12,390	
			<i>CURBS & GUTTERS</i>		/sf	12,390	
		002905	<i>LANDSCAPE</i>				
			Drivlane Wall	1.00 AL	200,000.00 /AL	200,000	ALLOWANCE
			ROW Landscape & Irrigation	1.00 ls	50,000.00 /ls	50,000	
			ALLOWANCE				
			Straw Blankets and Celltek at Slopes	0.30 ls	100,000.00 /ls	30,000	
			Greateer than 2:1				
			<i>LANDSCAPE</i>		/sf	280,000	
			SITWORK		/sf	784,150	
	010000		SPECIALTIES				
		010430	<i>SIGNAGE</i>				
			Monument Sign	1.00 ea	7,500.00 /ea	7,500	
			<i>SIGNAGE</i>		/sf	7,500	
			SPECIALTIES		/sf	7,500	
			4-Access Tract	39,000.00 sf	20.30 /sf	791,650	



SURVEYOR'S CERTIFICATE:

TO LAND TITLE GUARANTEE COMPANY and the TOWN OF MOUNTAIN VILLAGE, A HOME-REAR NEIGHBORHOOD AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and ACSM, and includes Items 1, 2, 3, 4, 6, 8, 9, 11, 13, 14, 16, 19, and 20 (2) (B) (ii) (iii) of Table A. The field work was completed on April 5, 2022.

Date: _____

David R. Bulson
 10:12:45 -0600

David R. Bulson
 37862
 PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION:

LOT 644, TELLURIDE MOUNTAIN VILLAGE, PLAT 23, ACCORDING TO THE PLAT RECORDED SEPTEMBER 22, 1989 IN PLAT BOOK 1 AT PAGE 832, COUNTY OF SAN MIGUEL, STATE OF COLORADO. ("Original Lot 644 Plat")

NOTES:

1. Easement restriction and property designation according to Land Title Guarantee Company, Order Number 40080212474, dated December 20, 2022 at 5:00 P.M.
2. The Land does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency (FEMA). According to the Flood Insurance Rate Map for San Miguel County, Colorado, Community Panel 01130003070, dated 09/20/1992, this property lies in Zone X, areas determined to be outside of the 500 year flood plain.
3. BASIS OF BOUNDARIES: The boundary along the Southern boundary of Lot 644, was measured to be N43°14'05" W using real time kinematic GPS survey. The end points of said western boundary are as monumented and described herein.

4. Linear units represented herein are shown in U.S. Survey Feet or a decimal portion thereof.
5. This survey is valid only if a print has original seal and signature of surveyor.
6. Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-6-508.
7. The word "certify" as used herein means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
8. This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said parties.
9. According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.
10. There is no evidence of this lot being used as a solid waste dump, pump, or sanitary land fill.
11. The "M" designation along the property line dimensions indicates "measured" dimensions according to this ALTA/ACSM Survey. The corresponding dimensions without the "M" designation are the dimensions according to the Original Lot 644 Plat.
12. Contour interval is 2' (two) feet. Site Benchmarks is an 8" x 8" white dished flush with the ground along the south side of Access Tract 651. Elevation is 9125.44 on level of water.
13. Utilities shown herein are according to best available records and site specific locates. The surveyor makes no assurance as to the accuracy or completeness of the information. Prior to any construction or site disturbance, the contractor is required to call the Utility Location Center of Colorado ("911") for a site specific Utility locate.
14. The Town of Mountain Village Resolution 2008-0221-02, recorded March 6, 2008 of reception number 400294 changed the designated use of Lot 644 from "Employee Apartment" to "Employee Condominium" which is not referenced on the Title Commitment but it was brought to the attention of the Surveyor during the course of performing this ALTA/ACSM Land Title Survey.

TITLE COMMITMENT NOTES:

Land Title Guarantee Company, Order Number: ABS8012474, dated December 20, 2022 at 5:00 P.M.

Schedule B-2 (TITLE EXCEPTION RESPONSE/CLARIFICATION)

1. Site Inspection and Survey performed by Bulson Surveying conditions shown herein.
2. There are portions of the surveyed property being used for non-motorized recreation although there were no easements, leases or encroachments, or claims thereof, not shown by the Public Records brought to the attention of the Surveyor during the course of this survey.
3. Site Inspection and Survey performed by Bulson Surveying conditions are as shown herein.
4. Not surveyed.
5. Not surveyed.
6. There is no evidence of this site being used for mining purposes. There have been no ditches or water storage structures observed during the course of this survey.
7. The area portions of Lot 644 being used for non-motorized recreation. There have been no off-road leases or fee/simple agreements brought to the attention of Bulson Surveying during the course of performing this ALTA/ACSM Survey.
8. The Plats noted within this exception pertain to the Town of Mountain Village as a whole and were not acknowledged or approved by the owner of the Subject Property at the time. It is the opinion of the Surveyor that they do not create any easements related to the property. It is the intent of this survey to determine whether, under any Conditions, Covenants, Restrictions or Notices contained within these Plats that affect the Property.
9. Restrictive Covenants for the Mountain Village noted within this exception are blanket in nature and affect the Lot 644.
10. The Water and Sewer Tap Fee and Assignment and Assumption Agreements recorded at Book 435 page 603, Book 492, page 991, Book 573, page 237 and reception number 326027 affect Lot 644 and are blanket in nature.
11. The facilities, water rights and easement agreement recorded April 27, 1992 in Book 491 at page 329 and as amended in instrument recorded November 11, 1992 in Book 501 at page 433 and 437 and as amended in instrument recorded April 26, 1993 in Book 510 at page 6 and as amended in instrument recorded April 26, 1993 in Book 510 at page 11 and as amended in instrument recorded October 24, 1993 in Book 600 at page 660 does not appear to affect the property being surveyed, but the document speaks for itself as to its relevance to the subject property.

13. The Plat of Telluride Mountain Village Plating 22 recorded September 22, 1989 in Plat Book 1 at page 832 ("Original Lot 644 Plat") created a 1/2" general easement around the perimeter of Lot 644 as shown herein. This Original Lot 644 Plat also imposed a use of "Employee Apartment" for future development of Lot 644. Occupancy of any structure located on Lot 644 is required to be in compliance with the "7-1 County Dead Restriction" noted on Sheet 1 of the Original Lot 644 Plat. The Original Lot 644 Plat provided for 41 units with a density of 153 people on Lot 644.
14. Terms, Conditions, Provisions, Burdens and Obligations as set forth in Employee Housing Land Exchange recorded October 05, 1989 in Book 458 at page 123 are blanket in nature and affect the entirety of Lot 644.
15. Reversion by the Telluride Company of all of the rights to mineral and oil, gas or other hydrocarbons located on, in or under the real property, without any right of surface entry for exploration, development or extraction. The Telluride Company covenanted that it will not mine, extract, explore for or remove any of the minerals, oil, gas or other hydrocarbons located on, in or under the real property, all as contained in instrument recorded October 5, 1989, in Book 458 of page 147. There was no evidence of mining claimed during the course of this survey.
16. The Terms, Conditions, Reservations and Provisions as contained in Inventory Deed recorded October 5, 1989, in Book 458 of page 147 are blanket in nature and affect the entirety of Lot 644.
17. The Town of Mountain Village Employee Housing Restriction recorded September 06, 1987 in Book 288 at page 575 and as amended in instrument recorded October 12, 1989 under reception no. 329776 is blanket in nature and affects the entirety of Lot 644. These documents purport to replace the "7-1 County Dead Restriction" with the "Town of Mountain Village Employee Dead Restriction" for any Lots developed as "Employee Apartments" or "Employee Condominiums".
18. Terms, Conditions and Provisions of Notice filed by San Miguel Power Association, Inc. recorded March 15, 1999 under reception no. 325020 are blanket in nature and affect the entirety of Lot 644.
19. The Assignment Agreement recorded March 25, 2000 under Reception no. 373219, Out Claim recorded March 21, 2011 under Reception no. 417045, and Assumption, Covenants, and Transfer of Density Units and Assumption of Obligations recorded March 21, 2011 under Reception no. 417044 together to affect the ultimate density and development rights associated with Lot 644. They are blanket in nature and affect the entirety of Lot 644.

ACCESS NOTES

1. Access Tract 722-2 was created by the plat recorded at plat recorded September 22, 1989 in Plat Book 1 at page 832, County of San Miguel, State of Colorado ("Original Lot 644 Plat"). Use of this Tract is subject to the terms of the plat labeled as "ACCESS TRACT" on Sheet 1 of the Original Lot 644 Plat.
2. Access Tract 651 was created by the plat recorded November 17, 1993 in Plat Book 1 at page 1008, County of San Miguel, State of Colorado ("1993 Plat"). On the 1993 Plat, Access Tract 651, was created and included portions of property previously platted on Adams Ranch Road according to the plat recorded September 22, 1989 in Plat Book 1 at page 832, County of San Miguel, State of Colorado. The 1993 Plat does not contain any reference as to which side can use Access Tract 651. The Original Lot 644 Plat designates the area platted as "Adams Ranch Road" as a "Private Drive".

RECORDER'S CERTIFICATE

Deposited this _____ day of _____, 20____, at _____ m. Reception number _____

San Miguel County Clerk

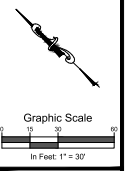
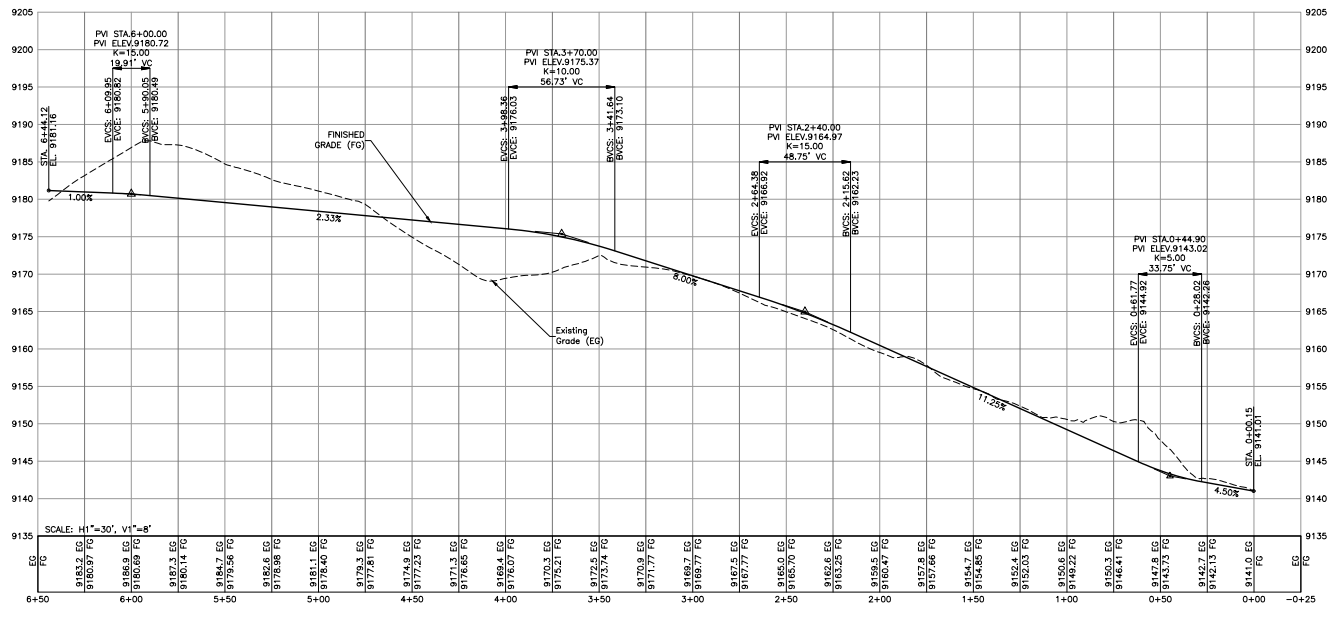
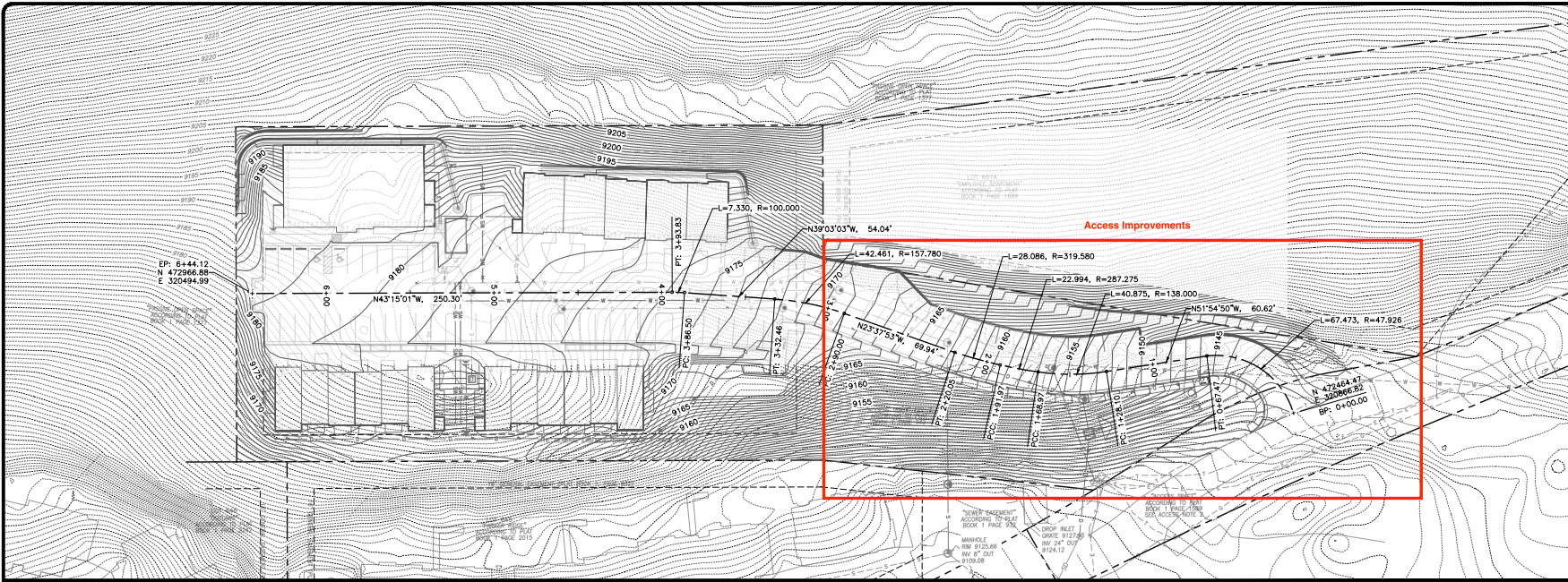
TOWN OF MOUNTAIN VILLAGE
 vacant TBD, Adams Ranch Road
 Mountain Village, CO, 81438

ALTA/ACSM LAND TITLE SURVEY
 Lot 644, Town of Mountain Village
 68 E 1st and 6th St Section 34
 and 8th & 9th Section 34
 T.43N R.9W NMP04

April 13, 2022

BULSON SURVEYING

PROJECT NUMBER
 2206



SGM
118 West Stein Street, Suite 200
Denver, Colorado 80202
970.945.1004
www.sgm-inc.com



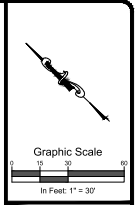
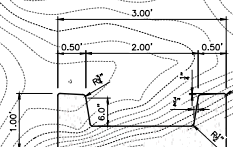
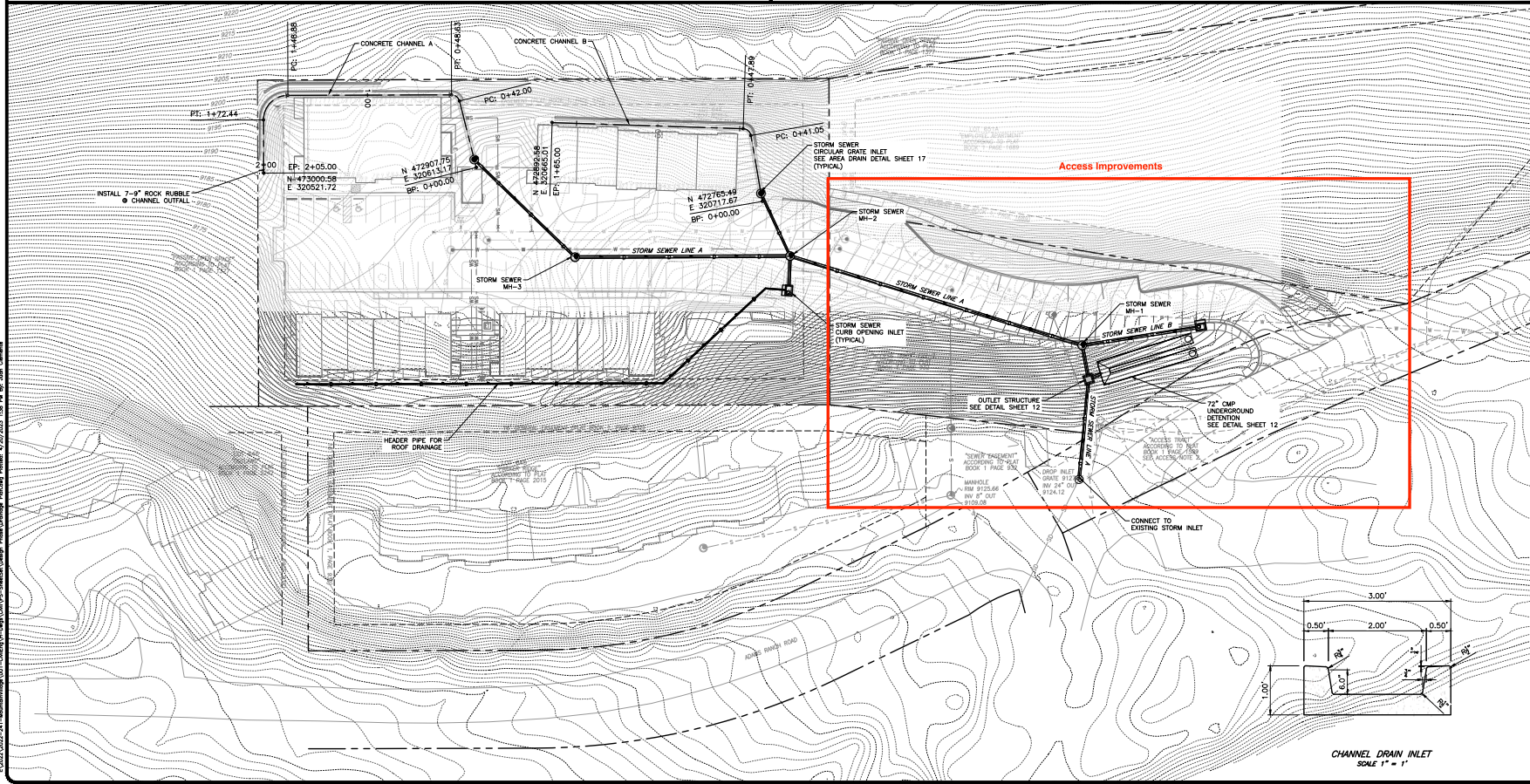
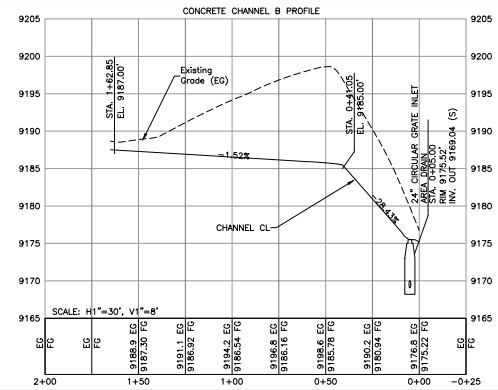
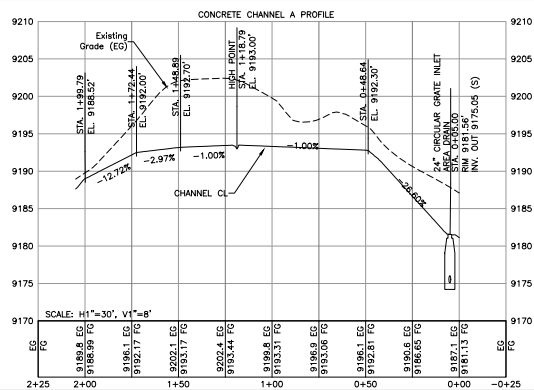
Lot 644
Mountain Village

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Drawn by: 5852-24110
Checked by:
Print Date: 4/20/2020
Scale: XX 1/8"
Title: Roadway 7.4.4

Project Location: P16M1T SUBMITTAL

Roadway Plan and Profile



SGM
 118 West Stein Street, Suite 200
 Fort Collins, CO 80501
 970.945.1004
 www.sgm-inc.com



Lot 644
 Mountain Village

NO.	DATE	BY	REVISION

Project: Mountain Village PERMIT SUBMITTAL

Drawn By: 8552-2410
 Check Date: 4/20/23
 Scale: XX 1"=1'

Drainage Plan
 10
 Of 18

TOWN OF MOUNTAIN VILLAGE
Town Council Meeting
August 17, 2023
1 p.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

Krishn Farhas	EMAIL: Kfarhas@telski.com
Winston Kelly	EMAIL: On File
Joe Colman	EMAIL: " "
Kristin Decker	EMAIL: kdecke@fostergraham.com
BON ALLRED	EMAIL:
Bill Kyriagos	EMAIL: bkyriagos@oftenjohnson.com
ANAN. PATEL	EMAIL: avari@vaulthomecollection.com
Matt Hintermeier	EMAIL: telluridebroker@aol.com
Ankur PATEL	EMAIL: ankur@vaulthomecollection.com
ADAM RIFFE	EMAIL: ARAFFE@vaultdesigngroup.com
KATSIA, LORD	EMAIL: Klord@vaultdesigngroup.com
GEORGE HARVEY	EMAIL: george@THEHARVEYTEAM.NET
Chuck Horning	EMAIL: chuck@telski.com
Alex Martin	EMAIL: alex@gotelluride.com
MICK SULLOWAY	EMAIL: Mick Ski and GOLF TeGMAIL.COM
Laura Aleman	EMAIL: laleman@telski.com
BRUN EATON	EMAIL:
Ben Jackson	EMAIL: bjbkjack@gmail.com
DAVID BALLOBE	EMAIL: dballob@msn.com
Linda McMahon	EMAIL: Linda@mcMahonhome.net
TRACY BOYCE	EMAIL: tracy.boyce@sothebysrealty.com
Peggy Raible	EMAIL: peggy.raible@sothebysrealty.com
Simon Allison	EMAIL: simonapl@teluride.com
	EMAIL:
	EMAIL:

TOWN OF MOUNTAIN VILLAGE
Town Council Meeting
August 17, 2023
1 p.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

Rosie Cusack EMAIL: rosie@rosiecusack.com

Bryan Thames EMAIL: bryan@mountainvillagewinemerchant.com

Felicity Thames EMAIL: felicity@leidengallery.com

Mark + Jessica Golden EMAIL: dudleyrules@aol.com

Chris Anthony EMAIL: chris@tish.com

THOMAS PALUSKA EMAIL: TPALUSKA@GMAIL.COM

JIM CASSEY EMAIL: JIM E J CASSELL.COM

Chris Pauc EMAIL: CMPAUC@OUTLOOK.COM

DAVID ECKMAN EMAIL: davide@prosetconstruction.com

MARCIN OSTROMELKI EMAIL: marcin@gotellside.com

Allison Miller EMAIL: amclain@tellmed.org

MARC CABRERA EMAIL: mcabrera@tellmed.org

Diana Koelliker EMAIL: dKoelliker@tellmed.org

EMAIL:

EMAIL:

EMAIL:

EMAIL:

EMAIL:

EMAIL:

EMAIL:

EMAIL:

EMAIL:

EMAIL:

EMAIL:

Name: TUCKER MAGID

Date: August 17, 2023

COMMUNITY GRANT COMMITTEE APPOINTMENTS for Two Regular Seats.

Vote for **Two** (2) Regular Seats:

- Kristin Farkas
- Liz Caton
- Diana Farrell
- Heather Knox
- Mike Sanders

Name: Marti Prohaska

Date: August 17, 2023

COMMUNITY GRANT COMMITTEE APPOINTMENTS for Two Regular Seats.

Vote for **Two** (2) Regular Seats:

- Kristin Farkas
- Liz Caton
- Diana Farrell
- Heather Knox
- Mike Sanders

Name: John Gilman

Date: August 17, 2023

COMMUNITY GRANT COMMITTEE APPOINTMENTS for Two Regular Seats.

Vote for **Two** (2) Regular Seats:

- Kristin Farkas
- Liz Caton
- Diana Farrell
- Heather Knox
- Mike Sanders

Name: Duprey

Date: August 17, 2023

COMMUNITY GRANT COMMITTEE APPOINTMENTS for Two Regular Seats.

Vote for **Two** (2) Regular Seats:

- Kristin Farkas
- Liz Caton
- Diana Farrell
- Heather Knox
- Mike Sanders

Name: PATRICK BERRY

Date: August 17, 2023

COMMUNITY GRANT COMMITTEE APPOINTMENTS for Two Regular Seats.

Vote for **Two** (2) Regular Seats:

- Kristin Farkas
- Liz Caton
- Diana Farrell
- Heather Knox
- Mike Sanders

Name: Harvey Mogensen

Date: August 17, 2023

COMMUNITY GRANT COMMITTEE APPOINTMENTS for Two Regular Seats.

Vote for **Two** (2) Regular Seats:

- Kristin Farkas
- Liz Caton
- Diana Farrell
- Heather Knox
- Mike Sanders

Name: Jack

Date: August 17, 2023

ETHICS COMMISSION APPOINTMENTS
for One Regular Seats *and One*
Alternate Seat (if applicable).

Vote for **One** (1) Regular Seat:

- Mike Weist
- Valentina Estrella
- Diana Farrell
- Heather Knox

*If voting for Mike Weist, write in your vote for
the Alternate seat replacement from the
names above: _____*

Name: TUCKER MAGID

Date: August 17, 2023

ETHICS COMMISSION APPOINTMENTS
for One Regular Seats *and One*
Alternate Seat (if applicable).

Vote for **One** (1) Regular Seat:

- Mike Weist
- Valentina Estrella
- Diana Farrell
- Heather Knox

*If voting for Mike Weist, write in your vote for
the Alternate seat replacement from the
names above: _____*

Name: Harvey Mogenson

Date: August 17, 2023

ETHICS COMMISSION APPOINTMENTS
for One Regular Seats *and One*
Alternate Seat (if applicable).

Vote for **One** (1) Regular Seat:

- Mike Weist
- Valentina Estrella
- Diana Farrell
- Heather Knox

*If voting for Mike Weist, write in your vote for
the Alternate seat replacement from the
names above: _____*

Name: PATRICK BERRY

Date: August 17, 2023

ETHICS COMMISSION APPOINTMENTS
for One Regular Seats *and One*
Alternate Seat (if applicable).

Vote for **One** (1) Regular Seat:

- Mike Weist
- Valentina Estrella
- Diana Farrell
- Heather Knox

*If voting for Mike Weist, write in your vote for
the Alternate seat replacement from the
names above: _____*

Name: Marti Prohaska

Date: August 17, 2023

ETHICS COMMISSION APPOINTMENTS
for One Regular Seats *and One*
Alternate Seat (if applicable).

Vote for **One** (1) Regular Seat:

- Mike Weist
- Valentina Estrella
- Diana Farrell
- Heather Knox

*If voting for Mike Weist, write in your vote for
the Alternate seat replacement from the
names above: _____*

Name: Dugrey

Date: August 17, 2023

ETHICS COMMISSION APPOINTMENTS
for One Regular Seats *and One*
Alternate Seat (if applicable).

Vote for **One** (1) Regular Seat:

- Mike Weist
- Valentina Estrella
- Diana Farrell
- Heather Knox

*If voting for Mike Weist, write in your vote for
the Alternate seat replacement from the
names above: _____*

August 15, 2023

BILL E. KYRIAGIS
303 575 7506
BKYRIAGIS@OTTENJOHNSON.COM

VIA E-MAIL – MVCLERK@MTNVILLAGE.ORG

Town Council
Town of Mountain Village
455 Mountain Village Boulevard
Mountain Village, CO 81435

Re: Proposed Initiated Ordinance Amending the Community Development Code by Adding a New Section 17.3.23 Providing Standards and Requirements to Grant Variances from the Maximum Building Height in the Village Center Zone Set Forth in Section 17.3.12 (the “**Proposed Ordinance**”)

Dear Mayor and Town Council Members:

As you know, this firm comprises part of the team representing Tiara Telluride, LLC (“**Tiara**”) in connection with its applications for a Major Subdivision for Lot 109R and Tract OS-3BR-2 (the “**Subdivision**”), a Major PUD Amendment to the Lot 109R PUD (the “**PUD Amendment**”) originally approved in 2010 (the “**2010 PUD**”), which PUD Amendment includes and associated rezoning of the resulting Lot 109R2, and the rezoning of the resulting Tract OS-3BR-2R (the “**Rezoning**”), with a vested property right to complete the development (the “**Vested Rights**,” and together with the applications for the Subdivision, the PUD Amendment, and the Rezoning, the “**Applications**”). The Applications are intended to allow Tiara to develop a five-star hotel that will be operated by Six Senses (the “**Project**”).

I am writing to provide comment for your August 17, 2023 meeting on Agenda Item 13, relating to the above-referenced Proposed Ordinance, and to urge you to reject it. Please also include this letter in the records relating to Agenda Items 14, 16 and 17 (relating to the Applications).

The proponents of the Proposed Ordinance are Winston Kelly, and his attorney, Joe Coleman. As the Council is aware, Mr. Kelly and his wife are the most vociferous opponents of the Project. They are concerned that the Project will block views from their properties across Mountain Village. The Kellys’ entities purchased these properties in 2019, *knowing* that Lot 109R was already approved with vested rights for a building up to 88’9.” They had no reasonable expectation that their single-family lots would have views in perpetuity across an important part of the Village Center. Despite this, for more than a year, they have been sparing no expense to create a windfall for themselves, and obtain the functional equivalent of a view corridor easement for themselves over Tiara’s property without paying Tiara for it. (While the Kellys have provided no value to Tiara or to the Town, they have spent hundreds of thousands of dollars on at least three law firms, an engineer and a land planner in furtherance of this effort, and have already filed one lawsuit against the Town and Tiara.)

Substantively, the Proposed Ordinance is poorly drafted and vague, using language like “waivers” and “variances” without references to specific provisions of the Town’s Community Development Code (the “CDC”). Cross-references to subsections are inconsistent, using lowercase letters where it appears the intent was to use capital letters. There is ambiguity in the “voting” requirements. While these kinds of issues may seem like nitpicking, clarity in code drafting is important to ensure that an ordinance is enforceable, and to allow predictability for applicants. Frankly, it is also important to avoid litigation.

The Proposed Ordinance also represents a poor approach to land use planning. The CDC already contains standards relating to height and modification of building heights. The Comprehensive Plan does too. Under the Town’s Charter and the CDC, the Town Council is vested with authority to make relevant determinations under the CDC. In particular, Town Council is comprised of the elected representatives of *all of the Town*, and is entrusted to make decisions based on the best interests of the Town *as a whole*. Town Council also appoints members to the Design Review Board, who have a similarly broad mandate to consider the Town’s best interests. *See* CDC § 17.4.11.A. Both bodies operate through public meetings with numerous opportunities for public input. In contrast, the Proposed Ordinance purports to vest neighboring property owners with veto rights over development that occurs in the Village Center. Undoubtedly, majestic vistas are part of what make the Town such an amazing place, but the Village Center is part of the core economic engine for the Town. Granting a veto right to neighbors to allow them to dictate development patterns in the Village Center will have a significant detrimental effect on the Town’s ability to achieve the critical goals laid out in the Comprehensive Plan.

Finally, while the Proposed Ordinance appears to be intentionally vague in not stating so directly, the clear intent is to attempt to invalidate Tiara’s existing approvals. Tiara disputes whether that would, in fact, be the case under the incredibly poor language in the Proposed Ordinance, but any suggestion that Tiara’s existing approvals could be “declared expired and null and void as of June 1, 2023” would compel Tiara to commence litigation immediately upon approval of the Proposed Ordinance. This would be the result of the Kellys’ actions, but any consequences would, unfortunately, fall on the Town, itself. Unlike the Kellys, Tiara has vested rights and a legitimate expectation of entitlement to build at the approved height. Accordingly, without limitation, Tiara would assert claims under the existing Development Agreement, as well as the Vested Property Rights Act, C.R.S. § 24-68-101, *et seq.* The Town would be exposed to millions of dollars of liability for such claims. This is not intended as a threat, but rather is an attempt to make clear the necessary consequences of approval of the Proposed Ordinance, given the potential risk to Tiara’s multi-million dollar investment in the Project.

In contrast, the Kellys lack any reasonable expectation or entitlement, and their efforts are aimed at advancing their own narrow self-interest. While it is true that they have gathered the necessary signatures to put the Proposed Ordinance in front of the Council, the threshold for doing so is low, and there is no doubt that they were aided in their effort to secure signatures by drafting vague and misleading language that does not even mention Lot 109R or the Project, despite that being the clear target of the Proposed Ordinance.

The Project should be approved on its own merits. It advances critical objectives of the Town’s Comprehensive Plan, both as stated in the 2011 version of the Comprehensive Plan, and the 2022 amendment. As the text of the Proposed Ordinance acknowledges, the Comprehensive Plan expresses the Town’s community values, and was developed through an intense public process spanning years. It expressly contemplates allowing taller buildings where doing so will help advance critical community goals. The Project will do exactly that, bringing a flagship, five-star hotel operator (Six Senses) to Town, driving visitation and increasing spending at local businesses that are counting on it for the continued success and vitality of the Town. The Project will achieve

Town of Mountain Village
August 15, 2023
Page 3

these goals while delivering far more on-site employee housing than the CDC requires, providing all requested public parking spaces, and activating an entirely new plaza at the north end of the Village Center, among other benefits. If the Kellys have their way, these kinds of public benefits would all go away, so that they can preserve the views from their single-family lots and increase the value of their own investments.

Tiara trusts that the Town will focus on the broader public interest when making its decision on the Proposed Ordinance, and respectfully submits that that will compel a decision to reject it.

Very truly yours,



Bill E. Kyriagis
For the Firm

BEK/lm

cc: David H. McConaughy (By Email)
Christine Gazda (By Email)
Michelle Haynes (By Email)
Amy Ward (By Email)
Cynthia Stovall (By Email)



Steven Paletz

Akerman LLP
1900 16th Street
Suite 950
Denver, CO 80202

T: 303 260 7712
F: 303 260 7714

August 15, 2023

VIA E-MAIL (MVCLERK@MTNVILLAGE.ORG; COUNCIL@MTNVILLAGE.ORG)

Town Council
Town of Mountain Village
455 Mountain Village Blvd
Mountain Village, CO 81435

Re: Proposed Initiated Ordinance Amending the Community Development Code by Adding a New Section 17.3.23 Providing Standards and Requirements to Grant Variances from the Maximum Building Height in the Village Center Zone Set Forth in Section 17.3.12 (the “**Proposed Ordinance**”)

Dear Mayor Prohaska and Honored Members of Town Council:

I have had the privilege of being part of a team of attorneys representing Tiara Telluride, LLC (“**Tiara**”) in connection with its pursuit of approvals of its applications pending before Town Council. These applications will be considered by Town Council in Agenda Items 14, 16 and 17 of the August 17, 2023, Agenda for the Town of Mountain Village Town Council Regular Meeting.

My colleague, Bill Kyriagis, has also submitted correspondence on behalf of Tiara focusing on various concerns with the Proposed Ordinance. In the interest of avoiding repetition, I will simply state that I concur with his letter. However, having worked closely with the Town Staff over the last 16 months and having had the opportunity to get to know the community personally, I felt compelled to share some of my own thoughts on the Proposed Ordinance and how I believe it will damage the community of Mountain Village. I respectfully request that Town Council reject the Proposed Ordinance at its August 17th meeting.

Mountain Village is a community focused Town, where the citizens are keenly aware of what is going on in their Town and all residents are impacted in different ways by the development that has occurred in Mountain Village over the last twenty-five years. The impact of development in Mountain Village has been positive and supported the growth of the Town into the world-class destination that it is today. While each member of the community may form their own opinion on a certain project, the community elects members of Town Council to represent the community in exercising their best judgment to make Mountain Village a vibrant and thriving community, with smart and effective development. The Town Council exercises their judgment and applies the

criteria in the Town's Code to make the best decision possible for the community. This system has worked effectively for Mountain Village for close to 30 years.

The Proposed Ordinance seeks to drive a wedge in the cohesive nature of the Mountain Village community by allowing a select few individuals to dictate the future of the Town. If the Proposed Ordinance is adopted, the community and Town Council would no longer be in control of the future of Mountain Village, but rather a select few individuals would obtain that control, creating a system where certain members of the community have a direct say about the future of the Town and other members of the community have no say at all. While I certainly understand the desire of the individual that has proposed this ordinance to obtain control over the future of the development of the most important area of the Town, ultimately the Village Core belongs to the entire Mountain Village community and the entire community, through Town Council, should have a say in its future. This Proposed Ordinance gives certain citizens more power than others and is inconsistent with the values and principles of Mountain Village.

I am truly concerned that if the Town Council adopts the proposed ordinance, the status quo of the community's cohesion in working together to create a thriving Town will be forever tarnished. I urge you to reject the proposed ordinance before you.

Sincerely,

A handwritten signature in blue ink that reads "Steven Paletz". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Steven Paletz

I've read Dan Jansen's written comment on this matter. He articulated the core issues very well. We have very limited land in Mountain Village and a historically weak vibrancy and economy because of a lack of hotels, which frankly don't do well in this remote resort economy. Hotels are essential to the resort experience, to workers having a decent opportunity, without long off-seasons. California has wrecked itself in metropolitan areas with height limitations, causing economic, pollution and multi hour commute times.

Building taller buildings is expensive, but is the only solution for some of these projects where we have limited land, and to have a healthy economy for those who live and work in this village.

The Madeline serves as an example of this issue. It was planned to be 8 or 10 feet taller. The neighbors protesting and filed lawsuits, that ended with the building being "forced" to lower its height by 8 or 10' by taking some height out of each floor and permanently reducing its appeal and functionality. The protests against the height were loud and were a public campaign, including "NO ON 50/51" campaign with people wearing hats with that slogan on them. This was a bitter campaign against this hotel by the residents of this Town.

The builder, Bob Levine, borrowed \$146 million to build this project and it was sold at foreclosure the next year for \$46 million. The Peaks is tall and was similar. The loan on the Peaks was appx \$130 mil and it went through foreclosure a year or so later, selling for around \$30 million.

The role of a hotel in a remote community like ours is critical, unless we are OK being Ridgway or Ouray, which are lovely communities, but don't have the amazing potential of Telluride/Mountain Village. Our land limitations, which are more than terrain and include that we are "PUD" created by approval of the County, leave Mountain Village with very scarce land and needs for guest beds and worker housing that simply cannot be accommodated by catering to the self-interest of neighbors. Having a hotel or home constructed next to you is a real inconvenience. When your residence was built, it was a real inconvenience to your neighbors. Today, we're putting in sidewalks near the Centrum bus stop (below the Conf Center) which is very disruptive, noisy and inconvenient and it is a relatively simple project. Perhaps it's like getting a knee replacement. Not fun, but a great value for the long haul.

The core economy of a community is a lot of effort, understanding and patience. I don't blame folks for not wanting to see lights, lose their view or endure construction. It simply is inappropriate in the sense of what we are trying to create here, and our obligation to see this through to a sustainable and vibrant resort community that is a great place to live and visit.

The "not in my back yard" reaction has become the norm with folks, partially because the need to create a sustainable and vibrant economy is not well understood. These projects are critical and I hope we learn from the Madeline, that forcing the height down, permanently impaired a building that today - everyone appreciates. We need to grow as a resort community to end up a great place to live and work.

Chuck Horning

COLEMAN & QUIGLEY, LLC
Attorneys at Law

Joseph Coleman
Isaiah Quigley
Timothy E. Foster
Stuart R. Foster

2454 Patterson Road, Suite 200
Grand Junction, CO 81505
Telephone: (970) 242-3311

August 10, 2023

Via email: council@mtnvillage.org

Town of Mountain Village Council

Re: Lot 109R (August 17, 2023 Council Meeting”

Dear Honorable Council Members:

Town elections resulted in new Council members being asked to evaluate a 2009 Application for approval of a Lot 109 PUD. This letter generally addresses the complexity of your task of getting up to speed regarding a 14-year development saga.

Before I address the issues, I note that a good way to understand the history of an issue is to start by consideration of past events and putting them in historical perspective. For example, what prompted approval of a 2009 plan and why was it not been built in the succeeding 13 years?

Personal Background. Let me introduce myself to the new Mayor and Council members, I am an attorney who represents Winston Kelly and his companies, owners of Lot 102 an multiple other property in the Town. I was also privileged to represent the ski company when it was owned by Joe Zoline in the late 1970’s, and later owned by Ron Allred in the 1980’s and early 1990’s. I also represented the Mountain Village Metropolitan District, prior to its evolution into the Town of Mountain Village.

In the 1970’s, I only saw paper plans and heard about future dreams. Financial pressure was great at that time but the founders and early owners, particularly Ron Allred and Jim Wells, worked hard not to allow financial concerns to defeat their dream of creating the world’s best ski Town.

To be the world’s best ski Town, the Mountain Village could not follow the “I-70 ski town blue print” of high rises being repeatedly approved. If one has a “Front Range” population of millions within short freeway drive time, bigger may be better. Higher buildings with obstructed views are a cost one might be willing to pay along I-70 but at the cost of forgetting the opportunity of becoming the “world’s best ski Town.”

The Mountain Village was designed to be different. The Town Charter and detailed “CDC” provisions (and later Comprehensive Plans) were to ensure that the Town would adhere to the

dream of quality so its legacy would not be controlled by a simple idea that “immediate money is worth settling for less than the best.” “Bigger is not better” if the goal is being the best.

Now let us focus on what has become a tortured history of Lot 109. Tiara requests that you rubber stamp a 2010 Council approval, as if significant changes to the project are merely “amendments” to a plan. Tiara hopes you overlook the fact that the 2009 filing has little or no resemblance to the current Application.

Comprehensive Plan. In the Town’s early years, its future and prosperity rested with the owner of the ski company. Fortunately, the ski company had Ron Allred. Mr. Allred faced temptations; the promise of short-term benefits (e.g., money to pay bills) but compromising long-term goals. Still, he fought hard to adhere to his plans from day one; build the world’s best ski Town. Just look at the Town; be proud of Ron remaining true to his dream. Now is your opportunity to advance and be part of the dream. The Town has its unique charm but must preserve majestic Mountain Views to be the “best ski town in the world”. Building 80, 90, 100 and more feet tall projects preclude preserving the Mountain Village’s unique charm.

By 2011, the Town residents were ready to implement the Town’s first Comprehensive Plan to control future development. Years of work had gone into the 2011 Comprehensive Plan. The ski company was wise enough to know that input from the Town residents would advance both the Town and ski company’s fortunes. Thus, the 2011 Comp Plan was adopted. Developers were directed to the Comp Plan, the CDC and Planning Staff to insure the best for the Town. You are now being asked, in 2023, to approve, by “amendment,” a basically new plan that was never subject to any Comp. Plan review and which disregards CDC mandates about height and mass.

2009 LOT 109 APPLICATION. Remember the “Great Recession”; who does not? While in retrospect one can generally date the Great Recession from Lehman’s collapse in late 2007 until 2009, don’t forget the “American Recovery and Reinvestment Act of 2009” (\$787 billion stimulus package) that recognized that the struggles from the recession continued into 2010-2011. Towns, including the Mountain Village, worried about jobs, growth, and money; for economic reasons plans, which in retrospect, were not always best, were approved.

In the 2010-2011 economic environment, the then Lot 109 developer came forward with a poor plan for Lot 109 (explaining why no one has built per the plan for 13 years). The 2010 approved plan was not consistent with the goal of remaining the best ski Town in the world but in 2010, it had collateral justification, i.e., Town economic concerns.

The exiting 2010 PUD for Lot 109 is a relic that the owner of the property, the Town and the residents all dislike. The 2010 PUD was approved without consideration of any Comprehensive Plans or compliance with CDC provisions, explaining the community dislike (as expressed in the initiative also before you on August 17th). The ill-advised 2010 approval has continued for 13 years; its time to dismiss the purported amendment process, not only doing the right thing but also demonstrating respect for the residents that have stood up to oppose anyone who tries to ‘side-step’ both Comp Plans and CDC limitations.

Amendment? Why is the 2009 Plan being “amended,” instead of the new owner presenting a new plan by a new Application? The answer is simple; a blatant attempt to ignore the Comp Plans and not be judged by current CDC height, mass and other limiting factors.

Not even the land involved in the 2023 “amendment” is the same as the 2009 application. Yes, “small issues” can be handled by an “amendment,” but an entirely different footprint, greater mass, higher heights, totally different design and changed land define a “new application,” not an amendment.

A new project requires a new Application. It is impossible to argue with prior Mayor Laila Benitez’s January 19, 2023 statement at the Council hearing (that lead to a 6 to 1 vote to deny the Lot 109 attempt to “dress up” a 2009 plan and pretend it was a “mere amendment”).

“I lost 3 hours of sleep last night on this. Because after all the PUDs I’ve looked at and after looking at the CDC for years. I think 7 ½ year now. I can’t find a way to say, you know what, this is an amendment to a PUD. The honest truth is in my gut I know that this is not an amendment. This is absolutely a new PUD with new public benefits with new parking, with new... I mean you are looking at a completely different footprint. I cannot see moving forward with a continuance. I’m sorry. My request would be for a denial at this point, and for you to come back with a new PUD application. I’m afraid that’s my final feeling on this. And it really does hurt me because I love what you guys have done design wise. I think you are going in the right direction, but I feel like it is a misuse of town property and the town’s trust to say that this is the same PUD. Because it’s not. So anyways. Sorry to be emotional about it. I never like to deny something but that’s how I feel. Um, anyone else?”

Remember, mis-naming the process as an “amendment” is for only one reason. The applicant wants to avoid the Community’s wishes, first expressed in 2011 and recently updated in 2022 formal Comp Plans. What a ‘slap in the face’ of all residents, planners, DRB members and Council who worked on the Comp Plans.

So far, Lot 109 has avoided complying with the CDC by arguing for keeping the height, mass and other concessions from the old 2010 plan but proposing a new project. The CDC should not be so easily ignored, particularly on Lot 109R considering its core location. Its 2023; disregard of standards in 2010 should no longer be prolonged. Its time Applicant finally recognizes that the Mountain Village does not seek to become another “Vail” by ever increasing the number of high-rise obstructions to its world class mountain views. Rather, the Mountain Village simply wants to maintain its status as the world’s best ski Town.

Conclusion. The economic conditions that led to the 2010 Council’s approval of the the Lot 109R PUD no longer exist. Additionally, the Town has adopted two Comp Plans since 2010 and Lot 109 should be judged (like all proposed developments) by contemporary standards, not 2009 standards. That is what residents expect and all other developers want. Mountain Village can remain the world’s best sky area, as the pioneers of the Town dreamed, but only if all projects are

evaluated on their merits and subjected to current standards that both the Town and the residents have approved.

Declaring the reality that Lot 109 is pursuing a “new application” will also allow the new Council members an opportunity to consider and understand the facts of this Lot and the proposed development. Expecting anyone to quickly understand a 13-year-old PUD (approved under 2010 standards and 2010 economic conditions) is unreasonable. Moreover, Staff, the DRB and prior Council have spent over a year considering this project. New Council members have had a few weeks to work on this matter. Developer is trying to place a “round peg” into a “square hole”, by putting forth a “new plan” under the guise of a “mere amendment.”

Carryover Council members, please be fair to the new members; they need time to understand the tortured history of a 2009 application, the 2010 approved Plan and the 13-year delay by the Lot owners (no lot owners have wanted to build what was approved). Also, avoiding two Community developed Comp Plans (leading to a petition by the Community to re-assert input on the Town’s future) are not how the Town planning should work. Simply end the façade of an “amendment” by denying it. If the Lot owner again gets angry and says he will spite the town by building per the old plan that no one wants, remember the proposed initiative was written to nullify such threats. The initiative should be adopted by the Council at the August 17th meeting to pre-empt the threats by the Lot owner (and to save the expense of a special election and to avoid conditioning the Residents to govern by repeat initiatives). The Lot owner is free to file a new application, unless it never intended to build the project in the first instance (a possibility in light of the allege “Six Sense Letter of Intent” never progressing to any enforceable agreement per conditions in the letter of intent itself).

Misuse of the “amendment process”, to sidestep Comp Plan and CDC “height and mass” limits, will just prompt more direct citizen action. Council can and should prevent Lot 109 from becoming such a divisive issue. Too many people have given a lifetime of work to make Mountain Village the world’s best ski Town. The Town can preserve that earned status by adhering to the CDC code provisions and the Comp Plan.

Denying the “amendment” by clearly stating the development will require a new application will simplify everyone’s life and advance the prospect of a serious developer acquiring the Lot and proceeding timely with a plan that meets community and Town expectations.

Sincerely:

Coleman and Quigley, LLC

By: 

Joseph Coleman

xc: Mtn Village Planning Department- award@mtnvillate.org

Mtn Village Clerk-johnston@mtnvillage.org
Michelle Haynes[mhaynes@mtnvillage.org]

August 10, 2023

To: Mountain Village Town Council

Re: Major PUD Amendment to 109R

At the end of the June 15 Town Council Meeting, the Town Council provided four specific items that needed to be addressed by the applicant: a comprehensive traffic study, the hotel covenant, the Shirana construction mitigation plan, and a 3D rendering showing the proposed hotel in the current neighborhood. In the applicant's current materials, they once again fail to adequately address all of these items.

Traffic Study: Beginning in 2022, several Town employees raised concerns about the traffic circulation in Tract OS-3-BR2, which will be the proposed hotel's back of house and location of the Town emergency access lane, and is already the site of the Town Trash Facility, two private garage entrances, the public bus turnaround, a drop-off area for deliveries, and parking. More than 1 year ago, Mountain Village Public Works Director Finn Kjome stated: "The entire back of house, garage entrance and trash facility is insufficient for a hotel of this size. **Applicant should show how this all functions together during the height of the seasons.**" [emphasis added]. JD Wise, former Assistant Public Works Director, raised similar concerns: "Can a delivery truck access the loading bay if a trash truck is servicing the trash facility? If the UPS truck shows up when there is a semi-truck in the loading bay where do they park? Can a public transit bus pull through while a delivery or trash pickup is happening? What happens if two delivery trucks show up at the same time? I am concerned that this area will be frequently clogged up. If vehicles are not able to pull through this will be problematic as currently this represents the last best place to turn around large vehicles/trucks/RVs traveling on MV Blvd." Transit and Recreation Director Jim Loebe has said: "[W]e're just trying to fit too much stuff in too small of a space in this turnaround area." Mr. Kjome had also requested an operational plan on how the area would function with multiple vehicles using it at the same time, on both a normal day and peak times.¹

Prior to the August 2022 meeting, Town Council required conducting a traffic, circulation study and an impact study, stating "[w]e would expect the traffic study to **better address the use interface in this area.**" [emphasis added]. On page 75 of the 8/18/22 packet, the Town Council reiterated that "[t]he town needs to see how the circulation plans will work" in order to avoid creating vehicular or pedestrian circulation hazards or parking, trash or service delivery congestion, and on page 77, further stated that the traffic study is necessary to understand circulation for the various uses within the area of the Trash Building.

¹ Finn Kjome, 5/23/22: "The delivery area is insufficient in size. Please provide the square footage calculations on how the delivery area was derived. Please provide an operational plan on how this functions on a normal day and also during the peak times of the years such as Christmas Holiday. **Please provide an operational plan that explains what happens with hotel delivery trucks when the loading dock is full and a second truck shows up or what the delivery truck does when the Town trash pickup is going on.**" [emphasis added]

To date, the applicant has not addressed these specific questions. In the latest traffic study provided by applicant, they provide *separate* diagrams for passenger vehicles, a WB-50 truck (which will block Shirana and Westermere garages and the Trash Facility when entering the loading dock), an SU-30 trash truck, and the public bus. They also measured traffic volume on Mountain Village Boulevard, but not Tract OS-3-BR2 itself. Where is the operational plan showing multiple concurrent uses that has been requested numerous times by the Town? Where is the study measuring the traffic volume in the lot?

Hotel Covenant: Section 1.1.5 provides that some elements of the spa/fitness center and pool “may” be made available to the general public. The applicant has also not provided an update on the status of its final contract with Six Senses.

Shirana Construction Mitigation Plan: As a homeowner at Shirana, I participated in a 7/25 call regarding construction mitigation. The proposed “plan” lacked meaningful detail, making it impossible to progress the conversation.

3D Rendering: The 3D rendering by applicant shows the proposed hotel dwarfing neighboring buildings including Shirana and Westermere. It did not include nearby peer hotels such as the Madeline and The Peaks/See Forever, thus failing to give a complete picture of its impact on Mountain Village.

With this applicant, the vagueness is the point. The applicant’s position is that open issues will eventually be addressed, a position similar to the one it took when it presented its High Noon Ranch project in Driggs, Idaho. That community refused to let the applicant ram through a project lacking in details, and rejected it. Mountain Village should do the same. This project has dragged on needlessly, consuming immeasurable time and resources and leading to ongoing litigation. The Town Council has a fiduciary duty to the Town of Mountain Village to ensure that this project is in the best interest of the Town and the public. The applicant has been given ample opportunity to show that it is, and has repeatedly failed to do so.

Jackie and Alan Kadin

From: [Tami Richardson](#)
To: [council](#); [Michelle Haynes](#); [mvclerk](#)
Subject: Thank you for your Consideration
Date: Thursday, August 10, 2023 5:02:37 PM

Dear Mayor, Mayor pro tem, Town Council, and Staff,

My name is Tami Richardson, a Volunteer Circulator for a proposed citizens initiative; more descript being:

"A proposed ordinance to amend the community code by adding a new section 17.3.23 providing standards and requirements to grant variances from the maximum building height in the Village Center Zone set forth in Section 17.3.12"

I have spoken with many residents, who simply agree that there is OVERWHELMING evidence of non compliance and complete discord from the majority of their neighbors on this project. While some of these residents are not registered voters due to their properties being in a trust, llc., etc, they are still residents who have a right to a say on what is to be developed in their beloved town, too tall, too much mass, too many unanswered questions.

In my experience, the ones who appear to want this project seem to be realtors and newer residents.

***Council Duprey* summed up the community's position at the March 17, 2020 council meeting:**

" It was throughout the public comment last meeting but it was to maintain the unique community character, and preserve natural areas and protected open space, and development and growth should be done carefully. And I said I think that's where 90% of the community is. They're not looking for an economic bonanza. They're looking for I think small increments of improvement, a little better restaurant, things like that, but they don't want 5,000 more people on the slopes." (time stamp 4:33.41)

" To me this is the hotbed plan and I think the community is really pushing back on it. " (time stamp 4:35:03)

Mayor Benitez cogently summed up the community's position at the March 17,2022 Council meeting:

" I'm seeing 98% of our residents coming at us with a very clear message. I mean, it would be the height of ego for me to ignore that type of feedback. And they're very clear."

Another point I would like to make is that we have spoken with numerous other ski town certified planners, attorneys, mayors and council members, and they do not seem to allow their PUD's to be extended for more than 2 to 3 yrs, and ONLY if they have minor changes made to them. So many of us are completely confused as to why TMV is allowing this 13 year extension that seeks to greatly modify the original PUD.

Thank you for representing the concerned citizens of your town.

Tami

Tami Richardson
970-471-2969 (CELL)

" Whatever is Worthy and Right is Never Impossible "

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com



Mountain Village Town Council
Sent via email to: mvclerk@mtnvillage.org

Dear Town Council Members,

My firm consults with Winston Kelly on land use planning for Lots 104, 89-2C and 89-2B (“**Kelly Properties**”). The Kelly Properties are located across from the Sixth Senses Hotel project site that proposes a Major PUD Amendment, Rezoning and Subdivision to reconfigure the Mountain Village Hotel PUD currently pending before the Town Council. This memo analyzes the proposed massing, hotel parking requirements, employee generation and building height for the Sixth Senses Hotel proposed on Lot 109R in the Town of Mountain Village.

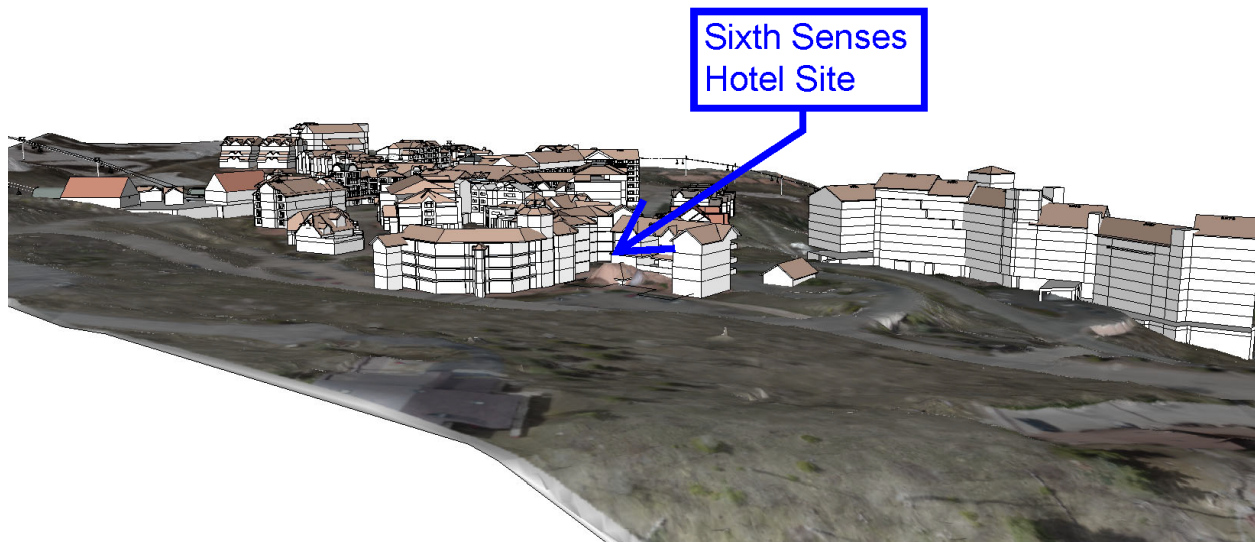
Hotel Massing

The Town of Mountain Village spent significant funds to prepare a SketchUp model of the Village Center that could be used by developers, the DRB and the Town Council to design and evaluate new or renovated buildings. The Town website at the following link states:

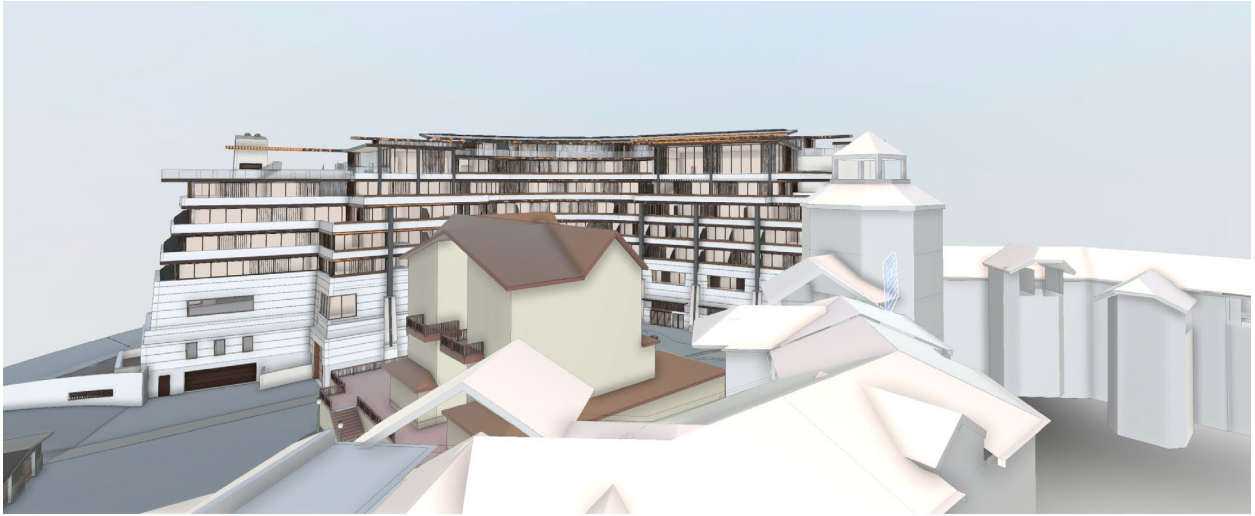
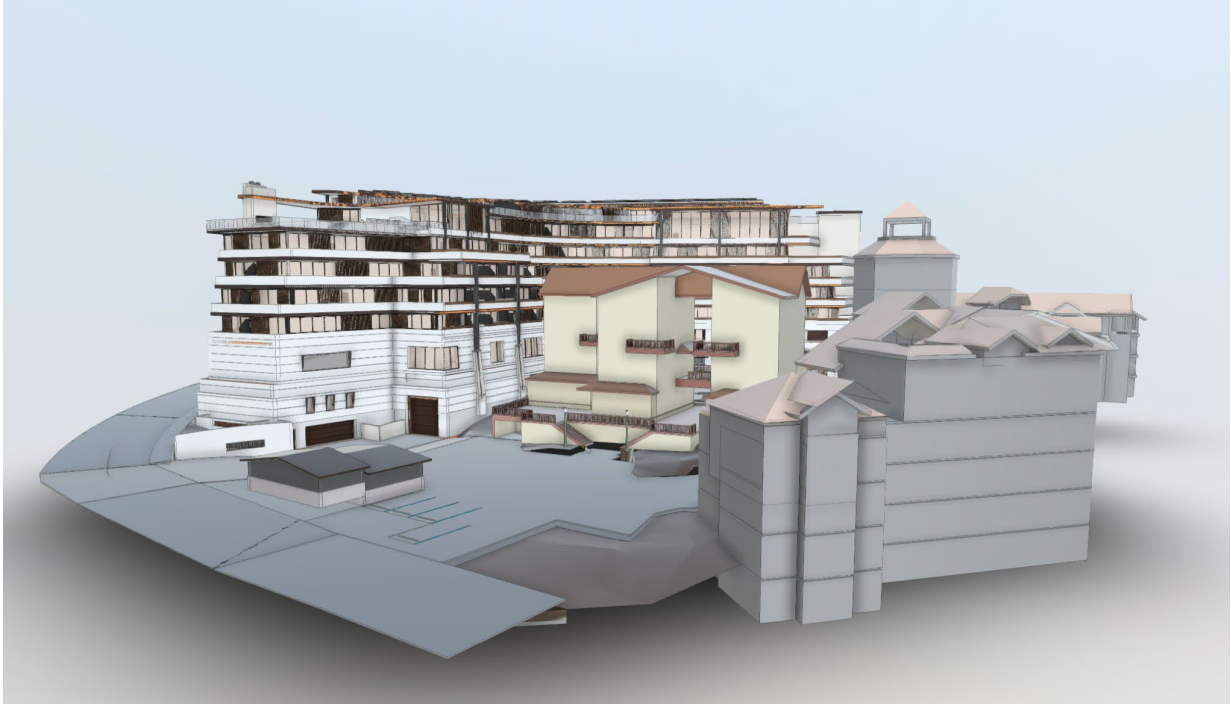
<https://townofmountainvillage.com/business/planning/3d-modeling-of-mountain-village/>

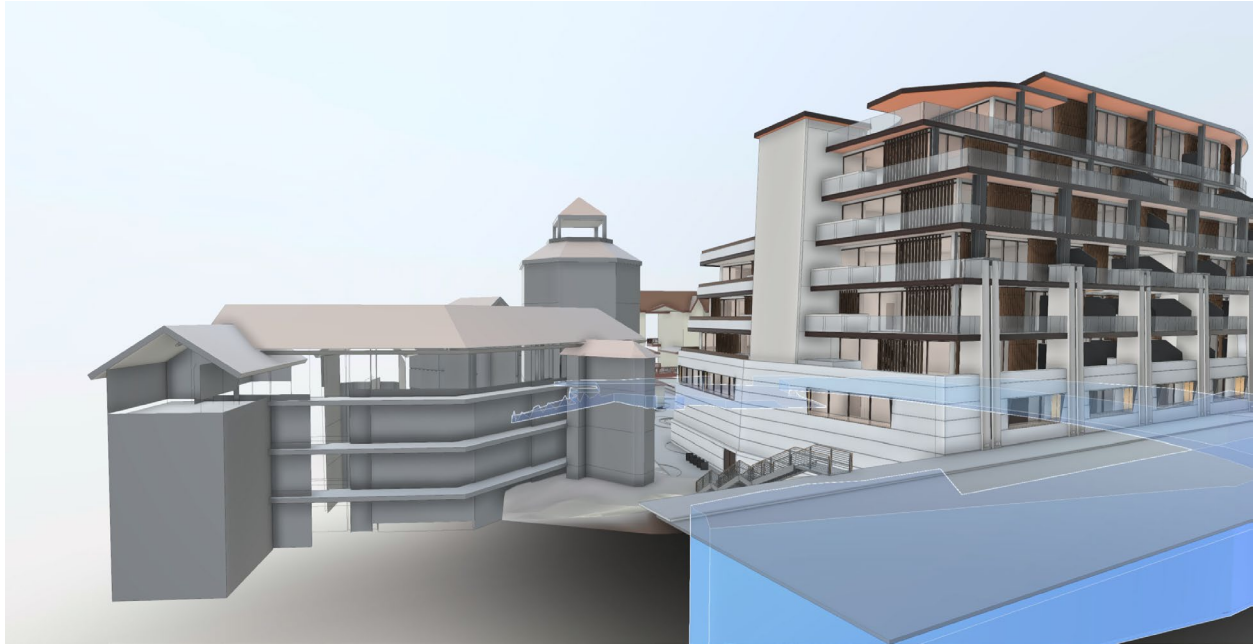
“Providing a free SketchUp model is a useful tool for architects, developers, community members, and planners.”

Here is a screenshot of the model looking towards the Sixth Senses Hotel Site:



The applicant provided a partial SketchUp model at the following link <https://autode.sk/3DIYdP2> that shows how massive the hotel is over surrounding properties as shown in the following screenshots:





The proposed hotel appears to be approximately 4 to 5 stories over Shirana and Westermere with a significantly larger mass than either of these properties.

While we appreciate the partial SketchUp model, it would be more helpful to show the proposed hotel within the entire context of the Village Center SketchUp model and for the Kelly Properties so that it can be evaluated within the overall context of the area.

Hotel Parking

The proposed hotel is required by the Mountain Village Community Development Code (“**CDC**”) to provide 116 spaces for the proposed hotel, condo, employee housing, and commercial uses (“**Hotel Uses**”) as shown in Table 1. The parking shown in the plan set provides only 111 spaces for the Hotel Uses so there is a CDC required parking deficiency of four (4) spaces. The reason for this deficiency is because the applicant has not included all the floor areas for high intensity uses, including the kitchen and lounge/bar area on Level G1A, or the kitchen on Level 6. The total of high intensity use is estimated to be approximately 8,703 sq. ft as shown in Table 2, with the hotel lobby/restaurant lounge space on Level G1A potentially larger than estimated off the floorplans. The applicant should be required to include all the kitchen areas and the area dedicated to the bar/lounge area on Level G1A to ensure there is adequate parking for all the floor area dedicated to the high intensity uses, with the floor plans revised to clearly show the areas and square feet dedicated to high intensity and low intensity commercial uses.

It is also important to note that the CDC Parking Regulations in Section 17.5.8 do not establish parking requirements for dorm units, with this use and zoning designation not listed in Table 5-2. CDC Section 17.5.8(A)5 states:

“For uses not listed, the parking requirements shall be determined by the review authority based upon the parking requirements of a land use that is similar to the proposed use, other Town parking requirements or professional publications. A parking study may also be submitted by an applicant to assist the review authority in making this decision.”

Table 1. CDC Parking Requirements

Land Use	Units or Floor Area	Required Number of Parking Spaces Per Unit, or Per Sq. ft.*	Required Parking
Efficiency Lodge	50	0.5	25
Lodge	31	0.5	15.5
Condo	20	1	20
Employee Condo	2	1	2
Employee Dorm*	18	1	18
High Intensity Commercial Use	8703	500	17
Low Intensity Commercial Uses	16850	1000	17
Total Required Parking			115

*Town established dorm parking requirement through PUD process.

Table 2. CDC Parking Requirements

Commercial Uses	
Level G1	
Spa	10,220
Market	2629
G1 Retail No. 1	918
G1 Retail No. 2	1159
G1 Lounge + Ski Shop No. 3	914
Level G2	
Est. Bar+ Restaurant Area Next to Lobby	3962
Sotheby's Vault Office	1010
Level 6	
Signature Dining, Wedding Conference + Kitchen	3838
Omakase Restaurant + Bar	903
High Intensity Uses Est. Floor Area	8703
Low Intensity Uses	16,850
Total Commercial Area	25553

The Applicant’s narrative states that the proposed 18 employee dorm rooms and 2 employee apartments will house over 50 employees as shown in Figure 1. The applicant’s Summary of Community Benefits indicates that there will be 56 employees living in the 18 dorms and 2 employee condos, with three (3) people per dorm room. Where will the other 36 plus employees park with only 20 on-site parking spaces designated for employees?

The applicant is only providing one (1) parking space per each of the 18 dorm rooms that clearly is not adequate with three (3) employees per dorm room per the applicant’s provided information. The parking requirements for a dorm room should be higher than an employee apartment because the dorm units will have three (3) employees in each dorm unit.

Figure 1. Snapshot of Applicant Narrative

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.

The CDC parking requirements do not require parking for the actual number of employees generated by a proposed land use. The actual number of employees generated by the hotel is significantly higher as shown in Table 3, with the Town of Mountain Village housing mitigation spreadsheet’s generation rates indicating a very low employee generation rate of 95 employees for the entire hotel. Telluride and San Miguel County employee generation rates estimate 148 total employees. Industry standards for a five-star hotel are typically in the range of 2 to 2.5 employees per hotel room that results in an estimate of approximately 200 employees for the hotel looking at lodge and efficiency lodge units only (assumes condos are not in the rental pool). It is estimated that there will be approximately 150 to 200 employees for the hotel based on regional employee generation rates shown in Exhibit B and [industry standards](#). This estimate could be higher if some of the penthouse condo units are included in the hotel unit rental program, and due to the large amount of proposed commercial uses that may not be captured in the industry standard parking requirements.

Table 3. Employee Housing Generation Rates

Jurisdiction/Use	Number of Units or Area	Employees Generated	Emp. Generation Rate	Employees Generated
Mountain Village				
Efficiency Lodge/Lodge	81	0.50 emps / unit	0.5	40.5
Condo	20	0.19 emps / unit	0.19	3.8
Commercial Use	25553	2 emps / 1,000 sq. ft.	2	51.106
				95
Telluride and San Miguel County Housiing Mitigation				
Efficiency Lodge/Lodge	81	0.33 emps / unit	0.33	26.73
Condo	20	0.33 emps / unit	0.33	6.6
Commercial Use	25553	4.5 emps / 1,000 sq. ft	4.5	115
				148
Five Star Hotel Emp. Housing Requirement				
	81	>2.5 : 1 room	202.5	

Assuming two (2) day shifts, there would be approximately 75 to 100 employees working at the property throughout the day. Where will these employees park with only 20 on-site parking spaces? The Gondola Parking Garage is not an option since it is already over capacity during the ski season. There will be a loss of public parking spaces if employees park in the hotel’s 48 public spaces. The Applicant should therefore be required to document the exact number of employees working at the hotel, the maximum number working one shift and where they will be parked. If not, the skier and visitor experience will be further degraded due to the lack of parking in Mountain Village.

CDC Section 17.5.8(B)(1) states:

“All parking shall be contained within the lot(s) upon which the proposed development is located and off of public and private rights-of-way and the general easement. The use of the road right-of-way for the parking of vehicles is strictly prohibited.”

This provision mandates that all required parking be located on the same lot as development. The Applicant has not met this requirement because there is not enough on-site parking for the dorm rooms with a deficiency of at least 36 employee spaces, or for the high intensity commercial uses where there is a deficiency of approximately four (4) parking spaces. This creates a parking deficiency of approximately 40 spaces.

Employee Housing

The proposed PUD states that the proposed employee housing is a community benefit when it is less than mitigation for 40% of the employees generated. The proposed hotel should be subject to the Town's affordable housing requirements. The Town's minimum affordable housing requirements establish standards for mitigating 40% of the employees generated by the project, with the Town's spreadsheet shown in Exhibit A indicating the total required mitigation for the new hotel is 15,569 sq. ft. excluding all the phase in reductions over time and the 30% discount for in-town units. The Town phase in reductions cuts the housing mitigation down to only 2,725 sq. ft. for a development application submitted in 2022 which is interesting given the employee housing impacts to the Telluride Region and all down valley towns. The employee housing mitigation requirement would be approximately 25,051 sq. ft. if the hotel were proposed in Telluride. If the Town's housing mitigation was truly at 40% then the required mitigation would be over 15,000 sq. ft. of floor area and more than provided by the applicant. The Town 30% discount for in-town units combined with the percent reductions to phase in the housing mitigation over time make it seem like the provided housing is a public benefit when the developer should be required to provide at least 40% mitigation. Otherwise, the number of employees generated by the hotel further exacerbates the regional housing crisis.

The applicant proposes to provide approximately 13,000 sq. ft. in housing on the Level 1 Mezzanine excluding stairs, back of house, and electric space as shown on Sheet A-104 and as measured in Figure 2. The Applicant states that they are providing 14,455 gross sq. ft. in housing mitigation; however, this includes a stair corridor and elevator shafts that do not appear to be accessible to the employee level and back of house space that should not count as housing mitigation floor area. The Applicant should be required to provide the actual floor area used for housing since it is including space not accessible or useable by employees.

average height is much higher than presented and should be fully explored by the Town Council prior to any approval.

We sincerely appreciate the Town Council's time and consideration of all public comments.

Thank you.

Chris Hawkins, AICP

From: [Catherine Frank](#)
To: [mvclerk](#)
Subject: Approve Lot 109R Six Senses/Mountain Village Hotel Project
Date: Sunday, August 13, 2023 1:09:27 PM

Dear Town Council:

First, thank you for your commitment to the Mountain Village as an elected official. We very much appreciate your service and leadership in creating a beautiful community for all who live and visit the village core.

I am writing to encourage the Mountain Village Town Council to **support** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

This project is the logical next step in the evolution of Mountain Village. There are numerous reasons why many in the community support bringing a five-star hotel to the Mountain Village. I personally love the Mountain Village, I enjoy visiting for events, outdoor music, the restaurants, shopping and access to the mountain both in winter and summer. I do feel with the increased growth of tourists, and residence in the area another hotel with more usable and accessible amenities would be a wonderful addition for all.

Six Senses is one of the finest lodging operators in the world. They bring an impeccable reputation and will create a world-class hotel with enhanced amenities, spa and great restaurants with ground-breaking architecture by Vault Design, the Architecture and the Master Planning Studio. Many locals are thrilled they will offer local access to spa and roof-top pool facilities.

In addition to a commitment to sustainability and workforce housing, there are numerous additional benefits that this project offers to the Mountain Village:

- Providing the most on-site workforce housing of any hotel in Telluride and Mountain Village with housing up to 56 employees in approximately 14,000 sq ft.
- Proposing the first commercial LEED-certified building in Mountain Village.
- Offering 48 newly dedicated public parking spaces if the project is approved and built. (A net loss of 22 spaces if not built.)
- Redeveloping the area around the trash facility including the facility itself to alleviate current and future challenges.
- Building extensive new sidewalks to help pedestrians move around the core safely.

The increase in public benefits and improvements goes beyond those offered by comparable projects in the area. I strongly encourage the Mountain Village Council to approve the Six Senses/Tiara Telluride hotel on Lot 109R. Thank you!

All the Best,

Catherine Frank
Founder + Principal Designer

Studio Frank
Design Office + Retail Showroom
post office box 3242
118 society drive suite 100
telluride colorado 81435
t: 970.728.0662

Brian and Ingrid Poulin
110 Singletree Ridge
Mountain Village, CO 81435

August, 13, 2023

Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

RE: Approve Lot 109R Six Senses/Mountain Village Hotel Project

Dear Town Council:

First, thank you for your commitment to the Mountain Village as an elected official. We very much appreciate your service and leadership.

I am writing to encourage the Mountain Village Town Council to **support** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

This project is the logical next step in the evolution of Mountain Village and there are numerous reasons why many in the community support bringing a five-star hotel to the Mountain Village.

Six Senses is one of the finest lodging operators in the world. They bring an impeccable reputation and will create a world-class hotel with enhanced amenities, spa and great restaurants with ground-breaking architecture by Vault Design, the Architecture and the Master Planning Studio. Many locals are thrilled they will offer local access to spa and roof-top pool facilities.

In addition to a commitment to sustainability and workforce housing, there are numerous additional benefits that this project offers to the Mountain Village:

- ❖ Providing the most on-site workforce housing of any hotel in Telluride and Mountain Village with housing up to 56 employees in approximately 14,000 sq ft.
- ❖ Proposing the first commercial LEED-certified building in Mountain Village.
- ❖ Offering 48 newly dedicated public parking spaces if the project is approved and built.
- ❖ Building extensive new sidewalks to help pedestrians move around the core safely.

We strongly encourage the Mountain Village Council to approve the Six Senses/Tiara Telluride hotel on Lot 109R. Thank you!

Sincerely,



From: [yvette.rauff](#)
To: [council](#)
Subject: Lot 109R PUD
Date: Sunday, August 13, 2023 9:09:28 PM

I add my voice to many others in Mountain Village and request the Town Council deny the continued application for a Major Planned Unit Development (PUD) Amendment to the existing Lot 109R PUD.

I believe this proposed building is too massive for the space, too tall for this community and the construction of it will be a detriment to Mountain Village and the scenic beauty of our town.

For this community to protect the mountain vistas we need to limit the scale of future structures - both mass and height.

In addition, I don't believe that the workforce housing issue has been resolved to the extent that all the employees needed for such a massive structure will be able to obtain housing in addition to other employees already seeking housing.

Sincerely,

Yvette Rauff

Full time resident and registered voter of Mountain Village

From: [W Hill](#)
To: [council](#)
Cc: [W Hill](#); [Marti Prohaska](#); [Scott Pearson](#); [Patrick Berry](#); [Pete Duprey](#); [Jack Gilbride](#); [Harvey Mogenson](#); [Tucker Magid](#)
Subject: Council Approval of Lot 109R Six Senses/Tiara Telluride Hotel Project: LETTER OF SUPPORT
Date: Monday, August 14, 2023 10:58:04 AM

August 14, 2023

Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

RE: Approve Lot 109R Six Senses/Tiara Telluride Hotel Project

Dear Town Council:

First, thank you for your commitment to the Mountain Village as an elected official. My family appreciates your leadership. I am writing to encourage the Mountain Village Town Council to **SUPPORT** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

This project is the logical next step in the evolution of Mountain Village and there are numerous reasons why many in the community support bringing a five-star hotel to the Mountain Village. Six Senses is one of the finest lodging operators in the world. They bring an impeccable reputation and will create a world-class hotel with enhanced amenities, spa and great restaurants with ground-breaking architecture. Many locals are thrilled they will offer local access to spa and roof-top pool facilities. In addition to a commitment to sustainability and workforce housing, there are numerous additional benefits that this project offers to the Mountain Village:

- Providing the most on-site workforce housing of any hotel in Telluride and Mountain Village with housing up to 56 employees in approximately 14,000 sq ft.
- Proposing the first commercial LEED-certified building in Mountain Village.
- Offering 48 newly dedicated public parking spaces if the project is approved and built. (A net loss of 22 spaces if not built.)
- Redeveloping the area around the trash facility including the facility itself to alleviate current and future challenges.
- Building extensive new sidewalks to help pedestrians move around the core safely.

We strongly encourage the Mountain Village Town Council to approve this exciting project.

Sincerely,

Wesley Massey Hill

433 Galena Ave
Telluride, CO

From: [Henry Hintermeister](#)
To: [council](#)
Subject: Six Senses
Date: Monday, August 14, 2023 5:42:43 PM

Dear Town Council,

First, thank you for all you do with your commitment to Mountain Village.

We are writing to ask your support for the Six Senses/Tiara Telluride.

We have personally stayed at Six Senses in Viet Nam, Oman and Thailand and think the brand would be a great addition to the village core giving us another five star hotel experience, along with the approved Four Seasons, when today we have none.

We appreciate your consideration.

Henry and Carol Hintermeister

From: [Julie Joraanstad](#)
To: [council](#)
Subject: Six Senses Support
Date: Monday, August 14, 2023 5:19:08 PM

Dear Town Council,

I am writing to ask you to vote in support of the Six Senses/Tiara Telluride hotel project .

It would be an incredible addition to Mountain Village with all that they are offering.

Julie Joraanstad
1025 Courthouse Peak Lane
Montrose, CO. 81403
Sent from my iPad

From: [CC Rocque](#)
To: [mvclerk](#); [council](#)
Cc: [CC Rocque](#)
Subject: Lot 109-R
Date: Monday, August 14, 2023 9:48:47 PM

For the Mountain Village Town Council~

Firstly, thank you for your time and attention to your governmental position, in support of our community. I am writing to you today, regarding the proposed Hotel project for Lot 109-R. As a homeowner in the town of Mountain Village for the past 17 years (after being a resident in the Town of Telluride for 8 years prior), I would love to see more vitality and amenities brought into the Core area, to offer diversions, dining options, and more opportunity to socially interact right in my own neighborhood... vs always taking the gondola or driving to/ from Telluride. I believe that the proposed Hotel project for Lot 109-R will do just that.

Thank you again for your time, and for your thoughtful consideration of the positive impacts that this project could impart to our community - economically, socially, and in supply of workforce housing.

Best,
cc rocque
principal & partner

ZINQUE
the ·element· of design
custom interiors
post office box 3800
373 east colorado ave
telluride, colorado 81435
zinquedesign.com
m 970.729.0530
o 970.728.3033
@zinquedesign

From: [Natalie Binder](#)
To: [mvclerk](#)
Subject: Letter of support MV lot 109-R
Date: Tuesday, August 15, 2023 10:56:37 PM

RE: Approve Lot 109R Six Senses/Mountain Village Hotel Project

Dear Town Council:

Thank you for your service and commitment to our evolving community!

I am writing to encourage the Mountain Village Town Council to **support** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

As a former Town Council Member, I know how difficult of a task you have before you and appreciate you taking the time to thoroughly review this application. I believe the Six Senses hotel project is a refreshing and exciting development that will benefit the Mountain Village core and community. As a hospitality professional, I have always admired their commitment to sustainability and appreciate their added affordable housing.. I believe they are the right fit for our community and would like to send my support.

Sincerely,

Natalie Binder
MV Resident - Madeline #1308

■

Ray and Rachel Bowers

98 Ridge Rd.
Telluride, CO 81435

Date: Aug. 15, 2023

To: Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

Dear Town Council:

We urge Mountain Village Town Council to **support** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

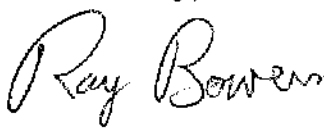
Six Senses is an amazing resort management company that manages many very high-end resorts throughout the world. To have them connected to Telluride and Mountain Village will boost our reputation and class of service substantially, as we would be among the rest of their worldwide resorts they manage:

- on private islands throughout the Pacific and Indian Oceans,
- at ski resorts in the Alps,
- on islands in the Mediterranean
- on mainland SE Asia

Six Senses brings an impeccable worldwide reputation and will create a world-class hotel for Mountain Village. If Mountain Village rejects Six Senses' project, this would be an incredible blunder to miss this opportunity to boost the reputation and future improvement of our resort.

There are many other additional benefits that this project offers to locals and the community alike, and we strongly urge the Town Council to approve this project in one form or another. Yes, adjustments might have to be made along the way, but please do not reject this incredibly beneficial project.

Sincerely,



Ray Bowers



Rachel Bowers

August 15, 2023

Via Electronic Mail:

mvclerk@mtnvillage.org
mhaynes@mtnvillage.org

Town Council
Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, CO 81435

Re: Opposition to Major PUD Amendment to the Lot 109R PUD and Rezoning

Dear Honorable Members of Town Council:

Foster Graham Milstein & Calisher, LLP (“FGMC”) represents Winston Kelly regarding his properties and residence on Mountain Village Boulevard that are directly across from Lot 109R, the property under consideration for: (1) the proposed Major Amendment to the Lot 109R Planned Unit Development (“PUD Amendment”) and (2) the proposed rezone of portions of Town-owned and applicant-owned property (“Rezone”)(collectively, “Applications”). Mr. Kelly continues to object to the Applications due to procedural and substantive deficiencies identified in the letter submitted by FGMC on June 18, 2023, which letter with all exhibits is reaffirmed, attached as Attachment 1, and incorporated herein (“June Letter”), and this letter, which supersedes previous letters to the extent of any conflict.

In the interest of not being repetitive and acknowledging the new members of Town Council had a massive record to review prior to this hearing, the key points from the June Letter are identified below but only additional information is included.

I. PUD Amendment Application: Procedural Deficiencies

- A. The vested rights for the 2010 PUD are expired.
- B. The Contributed Town Property doesn’t have the 2010 PUD vested rights.
- C. The Applications should have been remanded to the Design Review Board (“DRB”) for review of “Major Design Changes” as described by Town staff since the last hearing held by the DRB on the Applications on December 1, 2022, with such changes outlined in the June 3, 2023 staff report for Town Council quoted below:

MAJOR DESIGN CHANGES

Major Design Changes since March 16, 2023 Town Council Hearing

- Applicant has added an **additional sub grade parking level** and is now proposing to provide all 48 public parking spaces proposed with the original PUD. This is

accomplished by the addition of a smaller G3 level and utilizing car elevators to eliminate some of the ramping previously required to access the lower parking levels (Note-per fire marshal comments, EV installed parking spaces must be re-located to spaces immediately adjacent to garage entry).

- **Town Trash enclosure** has been re-designed to better accommodate some surface parking and eliminate site line interruptions. The boilers for snowmelt which were previously proposed to be located within the Town Trash enclosure have been relocated onto the 109R property. This allowed for the square footage of the Town Trash building to be decreased while still maintaining the square footage required by the current trash removal contractor. One designated Town surface parking space and 4 additional surface parking spaces are provided. Additionally, an unload zone for smaller box trucks is being provided immediately adjacent to the Shirana Building.

- **Utilities** locations have been further refined, to minimize impact on OS-3BR2. One existing transformer for the Shirana will be re-located from what is proposed as the fire access lane closer to the Shirana building. Otherwise, new electrical transformers will be placed across Mountain Village Blvd. on OS-3J, a switch box will be located within the GE of 89 IBCDR, and the gas substation is proposed at privately owned Access tract 89-B. Public Works and the utility companies are in support of all of these proposed utility locations. With the extensive relocation of utilities required by this development, there will necessarily be heavy involvement by Town staff to ensure that minimal service disruptions occur. Phased plans inclusive of temporary utilities provided during construction will need review by Town engineer/town staff.

- **Traffic Circulation** study has been updated with a slight change in traffic pattern. The north entrance to the OS-3BR2 parcel is proposed for commercial and bus ingress only, the south entrance to OS-3BR2 would be full movement ingress and egress for all vehicles.

- **Construction Mitigation** – the applicant has further refined construction mitigation plans. Access for See Forever residents, Shirana residents, and north Village Center businesses has been better demonstrated.

Community Development Code (“CDC”) Section 17.4.12.D.1.a.i sets forth the responsibilities of the DRB and Town Council during a planned unit development review process as follows: (a) the DRB shall focus its review and comments on design-related issues pursuant to the Design Regulations, and (b) the Town Council shall focus its review on the other issues, such as mass and scale, public benefits, density, and general conformance with the Comprehensive Plan.

The Design Regulations apply to parking (CDC Section 17.5.8), trash, recycling, and general storage areas (CDC Section 7.5.10), utilities (CDC Section 17.5.11), and commercial, ground level, and plaza area design (CDC Section 17.5.15), making the DRB primarily responsible for review of their design. As such, each of the major design changes listed above in the June 3, 2023 staff report must be reviewed by the DRB, which requires Town Council to remand the Applications before it makes a final decision.

D. Consideration of the variations fails to include the analysis of the following mandatory approval criteria required for a design variation pursuant to CDC Section 17.4.11.E.5.f:

- i. The design variation may contrast with the design context of the surrounding area;*
- ii. The design variation is contextually compatible with the Town design theme although creativity is encouraged;*
- iii. The design variation is consistent with purpose and intent of the Design Regulations;*
- iv. The design variation does not have an unreasonable negative impact on the surrounding neighborhood;*
- v. The design variation meets all applicable Town regulations and standards; and*

vi. *The design variation supports a design interpretation that embraces nature, recalls the past, interprets our current times, and moves us into the future.*

While CDC Section 17.4.12 does not require a separate design review process development application concurrent with a planned unit development (“PUD”) development application, it does state that such application is considered part of the overall PUD development application process. Consequently, the above analysis must be completed. Further, the CDC places the burden on the applicant to demonstrate that submittal materials and the proposed development substantially comply with the design variation process.

E. Substantive changes have been made to the development agreement since the DRB hearing on December 1, 2022, requiring the DRB’s review. Pursuant to CDC Section 17.4.12.B, the DRB must review the final PUD development agreement. This has not occurred.

F. The DRB approval of the PUD Amendment on December 1, 2022 included a condition of approval that states:

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.

This condition has not been met. The applicant is proposing to submit the shoring plan prior to the issuance of a building permit, contrary to the direction of the DRB.

II. PUD Amendment: Substantive Deficiencies

A. In addition to the deficiencies set forth in the June Letter, the PUD Amendment does not provide adequate parking as required by CDC Section 17.4.12.E for the reasons set forth in the letter from Chris Hawkins of Alpine Planning submitted to Town Council on August 11, 2023. The DRB established dormitory parking at one space per employee dormitory at its hearing on May 31, 2022 after only one minute of discussion immediately prior to voting on the PUD Amendment. Even with the changes made to the project since then, that decision has never been revisited. With the constraints on parking in this project and the Town in general, a parking study is warranted. CDC Section 17.5.8.A.5 that applies when the CDC does not establish parking requirements for certain uses such as dormitory units states, “A parking study may also be submitted by an applicant to assist the review authority in making this decision.” The applicant chose not to provide a parking study that would have confirmed if this criteria is met.

Additionally, the applicant is requesting it be allowed to remove up to five commercial spaces and provide a payment in lieu fee of \$100,000 per space. As noted by staff, this constitutes a variation under the Design Regulations of the CDC. As a result, approval of such variation requires DRB review. Given the constraints on parking, this variation should be denied. Also, this specific variation is not included in the variation table included in the ordinance proposed by staff. Understanding that this variation may not be utilized, it should nevertheless be evaluated in the same manner as the other variations or in the alternative require additional review in the future if such payment in lieu fee is utilized.

B. The PUD Amendment does not provide adequate vehicular or pedestrian circulation, parking, trash, or service delivery as required by CDC Section 17.4.12.E.8 resulting in traffic hazards and congestion. Due to concern regarding inadequate vehicular circulation raised by Town Council members and members of the public who provided testimony at the June hearing, a traffic impact study (“TIS”) was completed. The review of the TIS prepared by LCS Transportation Consultants Inc. dated July 19, 2023, included the following mitigation recommendations:

The recommended improvements included all-way stop-sign control at Access Intersection #3, Ingress Only movement for Access Intersection #2, and full movement for Access Intersection #1. This will allow a clockwise flow through the site for buses and large trucks.

However, the staff report indicates that only the first recommendation is proposed. Additionally, Rob Johnson, the Town's Transit Operation Manager, expressed concerns regarding vehicular circulation in his email dated July 25, 2023. The condition of approval addressing this issue states:

Address all town engineer concerns as stated in the referral comment letter from SGM dated May 26, 2023 and included in this packet and record.

The May 26, 2023 letter referenced in the condition has *Draft* on it, and states:

Overall, the plans are still at the conceptual stage and there are many design details yet to be fully developed. Review is consequently limited to a conceptual nature.

Based on the above, the required mitigation measure and the condition of approval are completely insufficient to ensure that this approval criteria is met.

In conclusion, while this letter identifies several specific deficiencies in the PUD Application, the bigger picture is that the applicant's decision to pursue the 2010 PUD, against the advice of the previous Town Council, to keep a height variance and other benefits that likely would not be approved today has resulted in an extremely time-consuming review process for a project that still cannot meet the Town's approval standards.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kristin Decker".

Kristin Decker, Esq.

FOSTER, GRAHAM, MILSTEIN & CALISHER LLP

Enclosure

Attachment 1

June Letter to Town Council



FOSTER GRAHAM MILSTEIN & CALISHER, LLP
ATTORNEYS AT LAW

360 South Garfield Street
6th Floor Denver, CO 80209
T 303-333-9810 F 303-333-9786

fostergraham.com

June 13, 2023

Via Electronic Mail:

mvclerk@mtnvillage.org

mhaynes@mtnvillage.org

Town Council
Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, CO 81435

Re: Opposition to Major PUD Amendment to the Lot 109R PUD and Rezoning

Dear Honorable Members of Town Council:

Foster Graham Milstein & Calisher, LLP (“FGMC”) represents Winston Kelly regarding his properties and home on Mountain Village Boulevard that are directly across from Lot 109R, the property under consideration for: (1) the proposed Major Amendment to the Lot 109R Planned Unit Development (“PUD Amendment”), (2) the proposed rezone of portions of Town-owned and applicant-owned property (“Rezone”), and (3) the Major Subdivision to replat portions of property between 109R and OS-3-BR-2 (“Subdivision”)(collectively, “Applications”). Despite major changes from the previous submittal for the PUD Amendment to the extent it reads like a new application, the defects raised in previous comments on various past iterations of the Applications still exist, and the Applications do not meet the Town’s approval criteria in the Community Development Code (“CDC”). The analysis below highlights new deficiencies and continuing deficiencies that were raised in previous FGMC letters to Town Council.

I. PUD AMENDMENT APPLICATION

A. Procedural Deficiencies

i. Vested rights are expired. As articulated by separate complaint filed under C.R.C.P 106(a)(4) in San Miguel District Court on October 20, 2022, Case Filing A3084586FBD68, incorporated herein, the Third Major Amendment to the 2010 PUD to extend the vested rights for the 2010 Mountain Village Hotel PUD (“2010 PUD”) for the third time to September 8, 2023 was made in error. However, that is not the only reason the vested rights have expired. Pursuant to CDC Section 17.4.17.E.4, notice of the approval of the vested right must be published within 14 days after its approval, which

was not done. This is a mandatory deadline that exists both in the CDC and C.R.S. Section 24-68-103(1)(c), and non-compliance with it constitutes a procedural defect under the law. As such, a new application should have been filed in accordance with CDC Section 17.4.4.H.1. A more detailed analysis was provided to Town Council in Sections I and II of the FGMC letter dated January 18, 2023, attached hereto and incorporated herein as **Exhibit A**.

ii. Contributed Town Property does not have the 2010 PUD vested rights associated with it. Rezoning the Contributed Town Property via the PUD Amendment is procedurally improper and cannot, by law, have the same vested rights for the reasons stated in Section I of the FGMC letter to Town Council dated March 14, 2023, attached hereto and incorporated herein as **Exhibit B**. Such vested rights include the variations to maximum and average building height. As such, no portion of the proposed building in the PUD Amendment may exceed a 60’ maximum building height and a 48’ average building height as required by the CDC.

iii. Variations not approved by the Design Review Board (“DRB”). The PUD Amendment is a class 4 application pursuant to CDC Section 17.4.12.O.1.b. It contains a wide array of new variations as defined in CDC Section 17.4.11 in addition to a few in CDC Section 17.4.12, which appear in this substantially revised submittal of the PUD Amendment. The proposed approval of these new design and CDC variations does not follow the Town’s adopted review process in CDC Section 17.4.11.C.3 for a class 4 application, which requires they be submitted to the DRB for review prior to City Council considering the application. The PUD Amendment agenda packet clearly demonstrates the error.

The DRB last convened and made a recommendation on the PUD Amendment on December 1, 2022 (“December DRB Hearing”), more than 6 months ago. Since then, in the words of the applicant on May 3, 2023, “Tiara has prepared an entire new set of design documents for review by the Town.” Similarly, Town staff on page 4 of its staff memorandum dated June 3, 2023 (“Staff Memo”), referred to “Major Design Changes since March 16, 2023 Town Council Hearing.” This new set of design documents includes several new concepts, including proposed variations not reviewed by the DRB. This is in direct violation of CDC Sections 17.4.11.E.5.a and 17.4.11.E.5.f, which require consideration of specific criteria by the DRB and Town Council before a variation may be approved according to CDC 17.4.11.E.5.c. This procedural flaw requires Town Council to remand the PUD Amendment to the DRB for review. Without DRB review, approving the application constitutes a clear abuse of discretion.

The Town’s draft ordinance of approval further highlights the error. Rather than simply remanding to meet the DRB review requirement, a recital in the ordinance instead finds that, “Town Council has determined that no further DRB review or approval is required as a condition of proceeding with the June 15, 2023 Council meeting....” City Council lacks the authority to agree to ignore its regulatory procedure, and acknowledging the requirement in a recital highlights the error but does not fix it.

The procedural error is exacerbated by the fact that among the items substantially amended since the December DRB Hearing, including parking, trash facilities, Town

property encroachments, utilities, and traffic circulation, previous submittals were tremendously flawed or simply incomplete. The magnitude of the prior concerns alone should be enough to force remand, even if the Town's process didn't require it directly.

B. Substantive Deficiencies

i. As required by CDC Section 17.4.12.E.1, the PUD Amendment is not in general conformity with the policies, principles and standards set forth in the Comprehensive Plan. Specifically, it does not conform with Land Use Value 7 - *Gateways*, that states, "Protecting public viewsheds, the natural corridor surrounding Mountain Village Boulevard, improving wayfinding and identifying gateways is paramount to preserving this sense of arrival and reinforcing the Town's identity." This PUD Amendment does the opposite with a building scale too large for the lot thereby obstructing the viewshed and the natural corridor surrounding Mountain Village Boulevard and encroaching upon it. It also does not conform with Land Use Value 8 - *Appropriateness and Fit of Land Uses*, that states, "Land uses envisioned by the Comprehensive Plan are designed to "fit" into the surrounding neighborhood to ensure appropriate scale and context to their surrounding natural and built environments." The PUD Amendment allows for a maximum building height almost 30 feet above what is allowed in the CDC. Above grade and below grade encroachments on to Town property confirms that the project literally does not fit on Lot 109R. The significant number of variations and conditions of approval provide additional evidence that this project is not appropriate for this lot. Lastly, without what is being referred to as the "land swap" whereby the Town sells its property to the applicant for its development, the application must be denied, indicating the project does not fit on the lot.

ii. As required by CDC Section 17.4.12.E.2, the PUD Amendment is not consistent with the underlying zone district and zoning designations on the site, unless the PUD Amendment is proposing a variation to such standards. Significant variations are proposed, many of which are not being considered in accordance with the CDC as discussed in detail above in paragraph I.A(iii), including, but not limited to, those set forth in Table 13 of the Staff Memo related to: building height; density; encroachments; conference center; garage drive aisle width; and employee housing.

iii. As required by CDC Section 17.4.12.E.3, 4 and 5, the PUD Amendment does not represent 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; it is not consistent with the PUD purposes and intent; nor does it meet the PUD general standards. A "better development" would comply with the Comprehensive Plan and the CDC. Instead, under the guise of a PUD Amendment, a new PUD is being created that relies on pre-CDC standards approved in 2010. The reason for the reliance upon these outdated regulations is that this PUD Amendment would never be approvable if it had to comply with current regulations.

iv. As required by CDC Section 17.4.12.E.6, the PUD Amendment does not provide adequate community benefits. Given the extent of the variations needed to make

this project viable, the community benefits provided are inadequate and fall short of what is needed as explained in the Hawkins Letter, defined below. The mitigation payment of \$996,288 set forth in the 2010 PUD was never adjusted for inflation and would equate to an increase of approximately \$360,000. Also, the 48 parking spaces which were required to be deeded to the Town are no longer required to be conveyed. Lastly, the mandatory triggering event for when the community benefits will be provided are not identified in violation of CDC Section 17.4.12.D.1.f.i(j).

v. As required by CDC Section 17.4.12.E.7, the PUD Amendment does not provide adequate public facilities and services to serve the intended land use. Written testimony of Chris Hawkins, AICP, of Alpine Planning, LLC and the former Town Community Development Director and lead planner on the 2010 PUD, provides definitive guidance on the intent of the 2010 PUD and submitted a letter to Town Council dated June 8, 2023, that clearly outlines the deficiencies in parking and employee housing. The Hawkins letter is attached hereto as **Exhibit C** and incorporated herein as evidence of the failure to meet this approval criteria (“Hawkins Letter”).

vi. As required by CDC Section 17.4.12.E.8, the PUD Amendment does not provide adequate vehicular or pedestrian circulation, parking, trash, or service delivery resulting in traffic hazards and congestion. The vehicular and pedestrian circulation, parking, delivery, and trash enclosure plans are completely redesigned and have not been reviewed by the DRB in violation of the CDC as explained in paragraph I.A(iii) above. Such a review is required to determine the adequacy of these plans.

vii. As required by CDC Section 17.4.12.E.9, the PUD Amendment does not meet all applicable Town regulations and standards unless a variation is proposed. As stated above, this PUD Amendment is not approvable under the Town’s current regulations. The variation granted as part of the 2010 PUD allowing a maximum building height and average building height well above what is allowed in the CDC was approved prior to the adoption of the CDC. Even with the variation for height, the PUD Amendment is not compliant with it, as the method for calculating the building height used by the applicant is flawed, as described in the Hawkins Letter.

II. REZONE APPLICATION

A. The concurrent Rezone application also fails to conform with the approval criteria in CDC Section 17.4.9.C.3.

i. As required by CDC Section 17.4.9.C.3.a, the Rezone application is not in general conformance with the goals, policies, and provisions of the Comprehensive Plan for the reasons included in paragraph I.B(i) above.

ii. As required by CDC Section 17.4.9.C.3.b, the Rezone application is not consistent with the Zoning and Land Use Regulations for the reasons stated in paragraph I.B(ii) above.

iii. As required by CDC Section 17.4.9.C.3.d, the Rezone application is not consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources due to procedural and substantive deficiencies in the Applications as specified in this letter.

iv. As required by CDC Section 17.4.9.C.3.e, the Rezone application is not justified because there is no error in the current zoning, there have been changes in conditions in the vicinity, and there are no specific policies in the Comprehensive Plan that contemplate the rezoning.

v. As required by CDC Section 17.4.9.C.3.f, the Rezone application does not provide adequate public facilities and services to serve the intended land uses for the reasons stated in paragraph I.B(v) above.

vi. As required by CDC Section 17.4.9.C.3.g, the Rezone application does not provide adequate vehicular or pedestrian circulation, parking, trash, or service delivery resulting in traffic hazards and congestion for the reasons stated in paragraph I.B(vi) above.

vii. As required by CDC Section 17.4.9.C.3.h, the Rezone application does not meet all applicable Town regulations and standards for the reasons stated in paragraph I.B(vii) above.

For all the reasons stated herein, the PUD Amendment and Rezone applications should be denied or remanded back to the DRB for further consideration as required by the CDC.

Sincerely,



Kristin A. Decker
for
FOSTER, GRAHAM, MILSTEIN & CALISHER LLP



EXHIBIT A

360 South Garfield Street
6th Floor Denver, CO 80209
T 303-333-9810 F 303-333-9786

fostergraham.com

January 18, 2023

Via Electronic Mail: mvclerk@mtnvillage.org; mhanes@mtnvillage.org

Town Council

Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, CO

Re: Opposition to Major PUD Amendment to the Lot 109R PUD and Rezoning

Dear Honorable Members of Town Council:

Foster Graham Milstein & Calisher, LLP (“FGMC”) represents Winston Kelly regarding his properties and home on Mountain Village Boulevard that are directly across from Lot 109R, the property under consideration for: (1) the proposed Major Amendment to the Lot 109R Planned Unit Development (“PUD Amendment”) and (2) the proposed rezone of portions of Town-owned Village Center active open space (OS-3-BR2) to 109R PUD and 109R PUD to OS-3-BR2 (“Rezone”), collectively referred to as the “Applications”, neither of which are complete nor meet the Town’s approval criteria for approval. Comments on the Major Subdivision are not included in this letter due to its continuance to March 16, 2023, but several issues will be addressed in a future letter for such application.

I. SUMMARY

The vested rights for the 2010 Mountain Village Hotel PUD (“2010 PUD”) are expired, and these Applications should not be considered by Town Council at this time. The proper procedure is to submit a new application subject to the current Community Development Code (“CDC”) requirements and Comprehensive Plan, both of which were not in existence when the 2010 PUD was approved and have been updated since these Applications were submitted. Town Council suggested the applicant submit a new application last year, but the applicant declined. Now the applicant requests that the PUD Amendment replace and supersede the 2010 PUD thereby creating a new PUD that incorporates the lesser standards of the 2010 PUD that benefit the applicant and significant changes that further benefit the applicant, instead of creating a new PUD that follows the current CDC and Comprehensive Plan.

Attachment 1

But even if the procedural issue is ignored, the Applications are deficient in more than a few areas, with each deficiency clearly identified by staff in the staff report for the PUD Amendment dated January 8, 2023 (“Staff Report”) incorporated herein. The number of unresolved issues, variances, encroachments, and conditions of approval demonstrate that the project is too massive in scale to fit on Lot 109R. As a result, several approval criteria for the Applications are not met. What is most telling is that even with using the lesser standards included in the 2010 PUD, the PUD Amendment is not approvable, as highlighted by the language below taken directly from page 4 of the Staff Report.

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.

II. VESTED RIGHTS

As articulated by separate complaint filed under C.R.C.P 106(a)(4) in San Miguel District Court on October 20, 2022, Case Filing A3084586FBD68, incorporated herein, the Third Major Amendment to the 2010 PUD to extend the vested rights for the third time to September 8, 2023 was made in error. However, that is not the only reason the vested rights have expired. Pursuant to CDC Section 17.4.17.E.4,

Upon approval of a vested property right and a site-specific development plan, the Town shall publish, at the applicant’s expense, a notice describing generally the type and intensity of the use approved, the specific lot(s) affected and stating that a vested property right has been created. The notice shall be published once in a newspaper of general circulation within the Town not more than fourteen (14) days after approval of the site-specific development plan.

The Third Major Amendment to the 2010 PUD was approved by Town Council on September 22, 2022 and notice of such approval was not published until October 21, 2022, more than 14 days after the approval, denying the public the right to a timely referendum. This is a mandatory deadline that exists both in the CDC and C.R.S. Section 24-68-103(1)(c), and non-compliance with it constitutes a procedural defect under the law.

Pursuant to CDC Section 17.4.4.H.1, a new application should be resubmitted as follows:

Development application approvals that have expired shall have to resubmit a new development application following the requirements of this CDC and be subject to

the applicable requirements of this CDC in effect at the time of submittal or as otherwise provided for by law.

III. THE PUD AMENDMENT IS NOT CONSISTENT WITH THE CRITERIA BELOW SET FORTH IN CDC SECTION 17.4.12.E.

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

The PUD Amendment violates many of the Land Use Values and Land Use Principles, Policies and Actions cited in the Comprehensive Plan. Because conformity with the Comprehensive Plan is included as one of the approval criteria, mandatory compliance is required. The PUD Amendment is not in conformity with the following Land Use Values:

Land Use Value 7 - Gateways, states, “Protecting public viewsheds, the natural corridor surrounding Mountain Village Boulevard, improving wayfinding and identifying gateways is paramount to preserving this sense of arrival and reinforcing the Town’s identity.” This PUD Amendment does the opposite with a building scale too large for the lot thereby obstructing the viewshed and the natural corridor surrounding Mountain Village Boulevard and encroaching upon it.

Land Use Value 8 - Appropriateness and Fit of Land Uses, states, “Land uses envisioned by the Comprehensive Plan are designed to “fit” into the surrounding neighborhood to ensure appropriate scale and context to their surrounding natural and built environments.” The PUD Amendment allows for a maximum building height almost 30 feet above what is allowed in the CDC. Above grade and below grade encroachments on to Town property confirms that the project literally does not fit on Lot 109R. The significant number of variations and conditions of approval needed, as well as the applicant’s inability to produce a viable traffic circulation plan shows the use is too intensive.

The Comprehensive Plan Mountain Village Center Subarea Plan Goals I.B (requires that the project “fit” on site) and I.C (encourages deed restricted units) are not met because those issues remain unresolved, as described in the Staff Report.

2. The PUD Amendment is consistent with the underlying zone district, unless the PUD Amendment is proposing a variation to such standards.

In addition to the variations approved by the 2010 PUD, the applicant requests significant additional variations as set forth in Table 9 of the Staff Report related to: density; employee housing; encroachments on to Town property; trash enclosure; access; conference center; garage

aisle width reduction; parking; long term rentals; roof form; wall material; glazing; decks and balconies; commercial areas; lighting; aisle and driveway width reductions; roof materials; and solar panels. Also, the proposed maximum building height of 88' 9" is 28' 9" above the maximum building height of 60' permitted in the CDC, and the proposed average building height of 62.35' is 14.35' above the average building height of 48' permitted in the CDC. An application compliant with the CDC would result in a more appropriate use of Lot 109R.

Adequate community benefits shall be provided to offset variations to CDC requirements. However, due to the "evolving changes in monetary values and requests related to public benefits, variations and public improvements" as described in paragraph 3 on page 5 of the Staff Report, many the variations cannot be approved as proposed. Without the approval of the variations, the PUD Amendment is non-compliant with this criterion.

6. The PUD Amendment provides adequate community benefits.

Community benefits are inadequate. The cost associated with some the community benefits has been increased without explanation. Certain improvements proposed by the applicant are erroneously described as public benefits. Some of these include EV parking spaces, parking associated with housing, plaza improvements, and snowmelt. Some of the significant variations are the decrease in public parking from 48 to 22 spaces, an additional reduction of 5 parking spaces in exchange for a fee in lieu, an increase in commercial density of over 6300 square feet, an increase in housing density, and several encroachments on to Town property. Long-term rentals and ownership and maintenance of the boilers is not adequately addressed. And while the cost of public improvements has been increased by the applicant, the mitigation payment due to the Town has not. If adjusted for inflation, the mitigation payment of \$996,288 set forth in the 2010 PUD would equate to an increase of approximately \$360,000. The substantial number of variations and encroachments and their evolving nature outweigh the community benefits to justify them.

8. The PUD Amendment shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.

A traffic circulation study and an impact study are required. The applicant provided a traffic circulation study, and the uses shown on Town-owned OS-3BR-2 are significant. The lack of surface area on Lot 109R necessitates the use of large portions of Town-owned property above and below grade for multiple purposes, including parking and trash enclosure. Also, most of the surface parking will be eliminated. Without the approval of the Town for use of its property, the PUD creates circulation, parking, and traffic congestion. Even with Town approval to use its property, the proposed use of this small lot for such an intensive use is highly likely to cause circulation and safety concerns.

9. The PUD Amendment meets all applicable Town regulations and standards unless the PUD Amendment is proposing a variation to such standards.

The PUD Amendment is not consistent with the underlying Village Center zone district as required improvements for adjacent public areas, including the snowmelt system as required by CDC Section 17.3.4.H.7, are not being provided by the applicant. The PUD Amendment also does not meet several standards as listed in Table 9 of the Staff Report, consisting of design standards and other variations that require the approval of Town Council. These variations are in addition to those already granted in the 2010 PUD.

IV. THE REZONING IS NOT CONSISTENT WITH THE CRITERIA BELOW SET FORTH IN CDC SECTION 17.4.9.C.3.

While difficult to review without the accompanying Major Subdivision that is not being considered by Town Council until March 16, 2023, it is clear that Rezone approval criteria 1, 8, and 9 referenced above that are the same for the PUD Amendment are not met for the same reasons stated above.

V. CONCLUSION

In direct conflict with the approval criteria for both Applications, this project does not fit on Lot 109R. Evidence of this fact is made clear by the significant number of easements, encroachments, and land transfers that are required.

To summarize, the applicant needs:

- Use of Town Property (OS-3BR-2) for:
 - Vehicular and pedestrian access (valet and back of house uses);
 - Above grade and below grade utilities;
 - Permanent snow melt boilers co-located in the rebuilt Village Center trash enclosure;
 - Mechanical room beneath the fire lane;
 - Parking;
 - Mechanical room;
 - Additional back of house;
 - Access stairs to and from the building and into the Village Center pedestrian core from Mountain Village Boulevard; and
 - Building egress

Town staff expressed concern over the easements and uses on Town property in the Design Review Board staff report on the Major Subdivision dated November 19, 2022 on page 13 and stated:

[T]hese uses and easements will encumber town property in perpetuity and limit our potential use of these lands for the sole benefit of the developer. The applicant and town need to be thoughtful as to the placement of utilities on town property as it will otherwise restrict the use. Staff recommends Town Council consider adequate compensation for these uses and easements.

- Encroachments on Town property for:
 - 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
 - Right of way all the way around building
 - Underground parking, back of house area and mechanical room
 - Soil nails under Mountain Village Blvd. (indicated as temporary)

Regarding the encroachments, staff noted on page 181 of the Staff Report:

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.

Additionally, encroachments on Town property and Town right of way require an encroachment agreement, in accordance with CDC Section 17.3.22, which have not been provided.

- Easements from surrounding landowners:

The applicant must obtain the 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. However, in its letter to Town Council dated November 22, 2022, the President of the Shirana HOA, Robert Connor, stated that it is “extremely unlikely to permit a large-scale crane to trespass over our airspace.”

Without the Town’s significant contribution of its property for the applicant’s private development and the cooperation of surrounding property owners, this project is not feasible, cannot meet the approval criteria, and must be denied. The community benefits aren’t nearly enough to justify approval of the Applications.

Sincerely,



Kristin A. Decker
for
FOSTER GRAHAM MILSTEIN & CALISHER, LLP

AND



David Wm. Foster
for
FOSTER GRAHAM MILSTEIN & CALISHER, LLP



EXHIBIT B

360 South Garfield Street
6th Floor Denver, CO 80209
T 303-333-9810 F 303-333-9786

fostergraham.com

March 14, 2023

Via Electronic Mail:

mvclerk@mtnvillage.org

mhaynes@mtnvillage.org

Town Council
Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, CO

Re: Opposition to Major PUD Amendment to the Lot 109R PUD and Rezoning

Dear Honorable Members of Town Council:

Foster Graham Milstein & Calisher, LLP (“FGMC”) represents Winston Kelly regarding his properties and home on Mountain Village Boulevard that are directly across from Lot 109R, the property under consideration for: (1) the proposed Major Amendment to the Lot 109R Planned Unit Development (“PUD Amendment”), (2) the proposed rezone of portions of Town-owned and applicant-owned property (“Rezone”), and (3) the Major Subdivision to replat portions of property between 109R and OS-3-BR-2 (“Subdivision”)(collectively, “Applications”). Because the Applications do not meet, and in fact, cannot meet, the Town’s approval criteria in the Community Development Code (“CDC”), denial is required. FGMC reiterates and incorporates all arguments made in its letter on behalf of Mr. Kelly to Town Council dated January 18, 2023, in opposition to the Applications (“January Letter”), since none of the issues raised have been resolved by the applicant.

The following additional procedural and substantive points are made in support of the approval of the *Resolution of the Town Council of the Town of Mountain Village, Colorado Denying a Major Planned Unit Development for Lot 109R* and denial of the concurrent Rezone and Subdivision applications.

Procedural Deficiencies:

- The vested rights for the 2010 Mountain Village Hotel PUD (“2010 PUD”) were not properly extended and are expired.

Attachment 1

- Town-owned open space included in the PUD Amendment does not have the 2010 vested rights associated with it.¹ The legal description for the land, subject to the 2010 vested rights, is different from the land in this application. Therefore, attempting to rezone Town-owned open space via a major PUD amendment is procedurally improper and cannot, by law, have the same vested rights. While an amendment to the PUD is possible and an extension of the vested rights is possible, an amendment to the vested rights that includes new property is not legally permissible.
- If the 2010 PUD is amended and restated as the applicant proposes, it constitutes a new PUD, whereby the Town allows the applicant to bypass current more restrictive regulations under the guise of an amendment.
- The entirety of the Subdivision application cannot accurately be described as a “subdivision” under the CDC, defined as any division or re-division of a lot, tract, or parcel into two or more parts. Rather, there are several “lot line adjustments,” a class 5 application. The significance of this distinction is that class 5 applications have different requirements including mandatory referrals to San Miguel County and the Colorado Geologic Survey, and Class 4 subdivision applications do not.

Substantive Deficiencies:

- In addition to the deficiencies raised in the January Letter, written testimony of Chris Hawkins, AICP, of Alpine Planning, LLC and the former Town Community Development Director and lead planner on the 2010 PUD, provides definitive guidance on the intent of the 2010 PUD and affirms that the proposed PUD Amendment is of a mass and scale not consistent with the 2010 PUD, in conflict with the criteria in CDC Section 17.4.12.E. It also sheds light on the flawed manner in which height is being measured by the applicant.

Despite the time and energy put into its review, the procedural and substantive flaws in the PUD Amendment continue to be too numerous for it to be approved.

I. PROCEDURAL DEFICIENCIES IN OPEN SPACE REZONING

A major PUD amendment cannot be applied to Town-owned open space which was not within the legal description boundaries of the 2010 PUD. The CDC states all PUD applications require a concurrent rezoning process to convert the original zoning designation to the newly created PUD district.² The PUD development review process is a rezoning process in itself. Therefore, a PUD amendment, in effect, is a rezoning process applicable to the specific area of the originally defined PUD. Areas outside of the originally defined 2010 PUD cannot be rezoned by the PUD amendment process. The Town-owned open space does not carry with it the

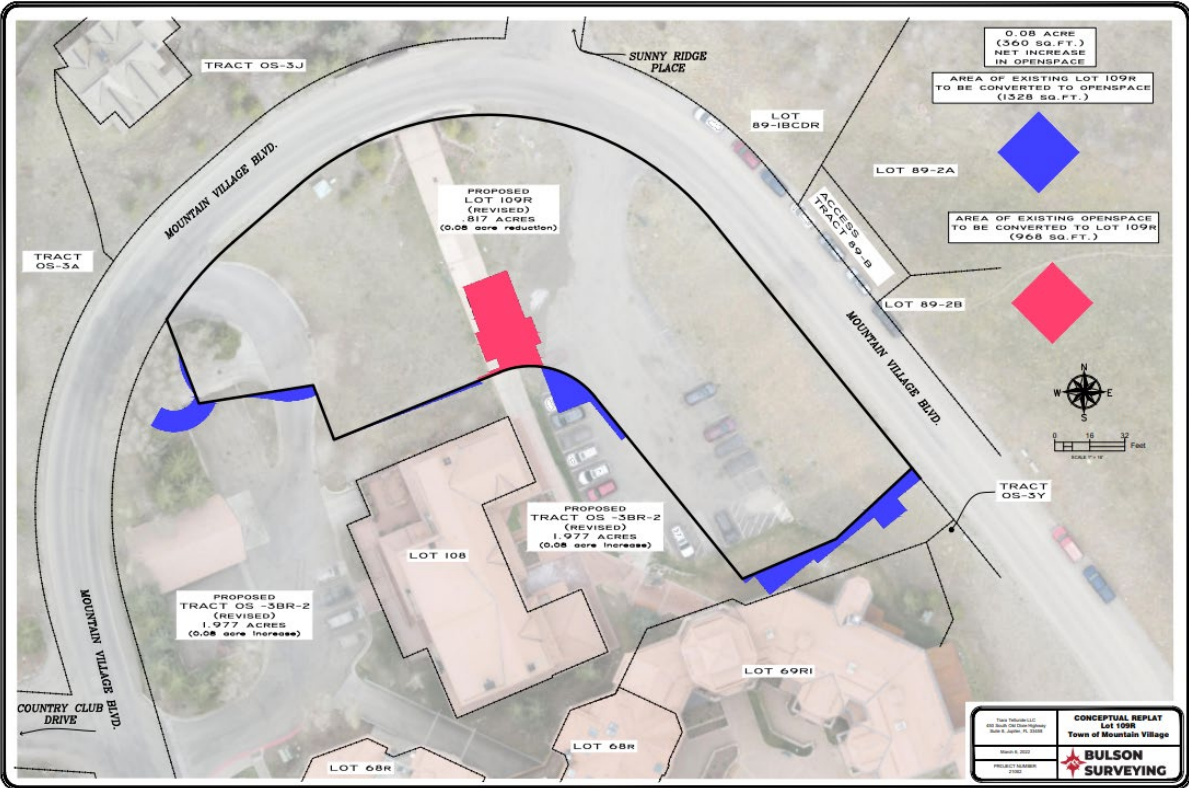
¹ As discussed above, such vested rights have expired. However, in the event the District Court were to determine that the vested rights have not expired, this argument remains.

² Community Development Code Section 17.4.12 (5).

development rights of the original 2010 PUD, and the PUD Amendment cannot supplement or amend non-existent development rights.

Land outside of the 2010 PUD is subject to a separate rezoning process laid out in Section 17.4.9 of the CDC—the standard rezoning process. Land adjacent to the PUD, in this scenario, open space, does not have the same vested development rights as the 2010 PUD. In fact, open space has no development rights at all; therefore, it cannot be “amended” to comply with a newly proposed PUD amendment.

Adding parcels of land to a lot zoned as PUD does not extend the rights of the PUD to the supplemental land acquisitions. The land represented in pink does not have any vested property rights or development rights. Incorporating this land into the PUD does not confer upon it the 2010 vested property rights. Those vested rights are reserved only to the legal description of property outlined in the 2010 PUD. The applicant is attempting to acquire land zoned as open space, and use the vested rights established under the existing 2010 PUD as a baseline for a rezoning application. Rezoning town open space in 2023 should be evaluated against the criteria set forth in the current CDC.



Although the area above, represented in pink, will be incorporated into the 2010 PUD parcel, that area will still be zoned as open space resulting in the applicant’s use being

impermissible. Subdividing property does not impact the zoning of the property.³ The underlying zoning and property use regulations attached to such lot, tract or parcel remain. Any rezoning accomplished by the PUD Amendment will only result in rezoning the legally described parcel of the 2010 PUD.

The only procedurally proper way to rezone town open space is to follow the standard provisions laid out in Section 17.4.9 or create an entirely new PUD subject to the current provision of the CDC and comprehensive plan. The applicant cannot rely on the development rights of an adjacent lot, in this case the 2010 PUD, to provide the basis to rezone Town-owned open space.

II. MISCLASSIFICATION OF LOT LINE ADJUSTMENT

The proposed action contemplated by the major subdivision application cannot accurately be described as only a “subdivision” under the CDC. The CDC defines a subdivision as “[a]ny division or re-division of a lot, tract or parcel of property into two (2) or more parts, or the alteration of an existing lot’s easements or other platted subdivision elements by means of platting in accordance with the procedures and standards set forth in the Subdivision Regulations of this CDC”.⁴ The proposed action is not a division or redivision of a lot, tract or parcel into two or more parts. The proposed action requires boundary adjustments made on both parcels, and no additional parcels are created.

The CDC defines a lot line adjustment as, “[t]he minor adjustment of common property line(s) between adjacent lots, tracts or parcels for the purpose of accommodating the transfer of property, rectifying a disputed lot-line location and similar purposes. The resulting adjustment shall not create additional lots, parcels or tracts.”⁵

The proposed action is a minor adjustment of common property lines for the purpose of transferring property, the resulting adjustment does not create any additional lots, parcels, or tracts. This action fits squarely within the definition of a lot line adjustment but does not constitute a subdivision. In fact, the applicant has submitted materials requesting a lot line adjustment. See EXHIBIT A. The applicant submitted a major subdivision application which is a class 4 application. However, their presentation is requesting a lot line adjustment, a class 5 application. Approving the applicant’s request for a lot line adjustment would allow for a circumvention the procedural requirements of the CDC.

The proper application to propose a lot line adjustment is a minor subdivision application. Minor subdivision applications must be processed as class 5 applications⁶ as opposed to major subdivision applications which are processed as class 4.⁷ The applicant submitted a major

³ Community Development Code Section 17.8.1.

⁴ Community Development Code Section 17.8.1.

⁵ Community Development Code Section 17.8.1.

⁶ Community Development Code Section 17.4.13(d)(2).

⁷ Community Development Code Section 17.4.13(d)(1).

subdivision application. The primary difference between a class 4 and class 5 application for a minor subdivision is which referral agencies are notified for comment at the beginning of the process. Class 5 applications require a referral to San Miguel County and the Colorado Geologic Survey.⁸

Without the proper application for the proposed action, San Miguel County and the Colorado Geologic Survey were not properly notified of the action and were not provided adequate opportunity to submit referral comments for the record. As such, to rectify this procedural deficiency the referral agencies must receive proper notice and time to submit comments as is required by the CDC.

III. CONCLUSION

A significant and fatal error in this PUD Amendment, rezoning, and subdivision process is the failure to understand that the vested rights from the 2010 PUD cannot subsequently infer a benefit on property not initially within the legally described property boundary at the time of approval of such right. The proposed PUD Amendment and concurrent subdivision application are insufficient both procedurally and substantively. The PUD Amendment can only amend the zoning within the original 2010 PUD parcel. Allowing the applicant to rezone Town-owned open space via a PUD amendment, improperly allows the applicant to rely on nonexistent development rights. Additionally, the concurrent subdivision application is not a subdivision, but a lot line adjustment with different procedures in the CDC. This misclassification of an application resulted in omitting mandatory referral agencies from the process. For all the reasons stated herein, Mr. Kelly requests that Town Council deny the request for the PUD Amendment and concurrent major subdivision application.

Sincerely,

FOSTER, GRAHAM, MILSTEIN & CALISHER LLP

A handwritten signature in blue ink, appearing to read 'N. J. N.', is written below the firm name.

⁸ Community Development Code Section 17.4.3 Table 4-2 Referral Agency Table.

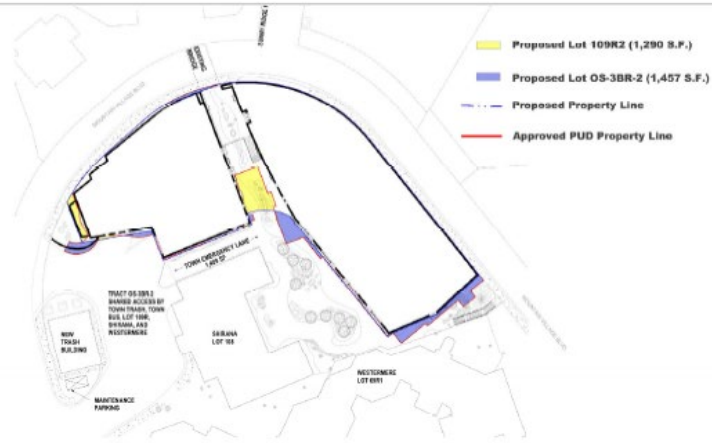
EXHIBIT A

March 16, 2023, Town of Mountain Village Town Council Pack: MAJOR PUD
AMENDMENT APPLICATION MATERIALS (pg. 78).

LOT LINE ADJUSTMENTS PER SECTION 17.3:

6A

Net area gain back to Town of 167 S.F. of Open Space



NOTE: *DIAGRAM PURPOSES ONLY. LEGAL EXHIBITS TO BE PROVIDED BY SURVEYOR AT FINAL TOWN COUNCIL.*

LOT LINE ADJUSTMENTS PER SECTION 17.3:

6B

Net area gain back to Town of 167 S.F. of Open Space

WHAT THIS IS:

A request for an adjustment to the lot line.

TIMELINE:

DRB Conditions #28	- Prior to FTC	12.01.2022
DRB Conditions #29	- Prior to FTC	12.01.2022
Town Memo #4	- Overview	01.19.2023
Town Memo #8	- Overview	01.19.2023
Town Memo #2	- First Reading	01.19.2023
Town Memo - Bullet Points #3/4	- G. Staff Concerns	01.19.2023

REQUEST:

- For a Lot Line adjustment.

CODE:

- ZONING & LAND USE CODE PER SECTION 17.3 ZONING AND LAND USE H. LOT LINE ADJUSTMENTS. LOT LINE ADJUSTMENTS THAT AFFECT OPEN SPACE ARE PERMITTED, SUBJECT TO THE APPROVAL OF THE TOWN, BUT ONLY TO THE EXTENT THAT THERE IS NO NET LOSS OF OPEN SPACE AS REQUIRED HEREIN.



EXHIBIT C

Mountain Village Town Council
Sent via email to: mvclerk@mtnvillage.org

Dear Town Council Members,

My firm consults with Winston Kelly on land use planning for Lots 104, 89-2C and 89-2B ("Kelly Properties"). The Kelly Properties are located across from the Sixth Senses Hotel project site that proposes a Major PUD Amendment, Rezoning and Subdivision to reconfigure the Mountain Village Hotel PUD currently pending before the Town Council. This memo analyzes the proposed hotel parking requirements, employee generation and some public benefits for the Sixth Senses Hotel proposed on Lot 109R in the Town of Mountain Village.

Hotel Parking

The proposed hotel is required by the Mountain Village Community Development Code ("CDC") to provide 116 spaces for the proposed hotel, condo, employee housing, and commercial uses ("Hotel Uses") as shown in Table 1. The parking shown in the plan set provides only 111 spaces for the Hotel Uses so there is a CDC required parking deficiency of four (4) spaces. The reason for this deficiency is because the applicant has not included all the floor areas for high intensity uses, including the kitchen and lounge/bar area on Level G1A, or the kitchen on Level 6. The total of high intensity use is estimated to be approximately 8,703 sq. ft as shown in Table 2, with the hotel lobby/restaurant lounge space on Level G1A potentially larger than estimated off the floorplans. The applicant should be required to include all the kitchen areas and the area dedicated to the bar/lounge area on Level G1A to ensure there is adequate parking for all the floor area dedicated to the high intensity uses, with the floor plans revised to clearly show the areas and square feet dedicated to high intensity and low intensity commercial uses.

Table 1. CDC Parking Requirements

Table with 4 columns: Land Use, Units or Floor Area, Required Number of Parking Spaces Per Unit, or Per Sq. ft.*, and Required Parking. Rows include Efficiency Lodge, Lodge, Condo, Employee Condo, Employee Dorm*, High Intensity Commercial Use, Low Intensity Commercial Uses, and Total Required Parking.

*Town established dorm parking requirement through PUD process.

Table 1. CDC Parking Requirements

Commercial Uses	
Level G1	
Spa	10,220
Market	2629
G1 Retail No. 1	918
G1 Retail No. 2	1159
G1 Lounge + Ski Shop No. 3	914
Level G2	
Est. Bar+ Restaurant Area Next to Lobby	3962
Sotheby's Vault Office	1010
Level 6	
Signature Dining, W,edding Conference + Kitchen	3838
Omakase Restaurant + Bar	903
High Intensity Uses Est. Floor Area	8703
Low Intensity Uses	16,850
Total Commercial Area	25553

It is also important to note that the CDC Parking Regulations in Section 17.5.8 do not establish parking requirements for dorm units, with this use and zoning designation not listed in Table 5-2. CDC Section 17.5.8(A)5 states:

“For uses not listed, the parking requirements shall be determined by the review authority based upon the parking requirements of a land use that is similar to the proposed use, other Town parking requirements or professional publications. A parking study may also be submitted by an applicant to assist the review authority in making this decision.”

The Applicant’s narrative states that the proposed 18 employee dorm rooms and 2 employee apartments will house over 50 employees as shown in Figure 1. The applicant’s Summary of Community Benefits indicates that there will be 56 employees living in the 18 dorms and 2 employee condos, with three (3) people per dorm room. Where will the other 36 plus employees park with only 20 on-site parking spaces designated for employees?

Figure 1. Snapshot of Applicant Narrative

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.

The applicant is only providing one (1) parking space per each of the 18 dorm rooms that clearly is not adequate with three (3) employees per dorm room per the applicant’s provided

information. The parking requirements for a dorm room should be higher than an employee apartment because the dorm units will have three (3) employees in each dorm unit.

The CDC parking requirements do not require parking for the actual number of employees generated by a proposed land use. The actual number of employees generated by the hotel is significantly higher as shown in Table 3, with the Town of Mountain Village housing mitigation spreadsheet’s generation rates indicating a very low employee generation rate of 95 employees for the entire hotel. Telluride and San Miguel County employee generation rates estimate 148 total employees. Industry standards for a five-star hotel are typically in the range of 2 to 2.5 employees per hotel room that results in an estimate of approximately 200 employees for the hotel looking at lodge and efficiency lodge units only (assumes condos are not in the rental pool). It is estimated that there will be approximately 150 to 200 employees for the hotel based on regional employee generation rates shown in Exhibit B and [industry standards](#). This estimate could be higher if some of the penthouse condo units are included in the hotel unit rental program, and due to the large amount of proposed commercial uses that may not be captured in the industry standard parking requirements.

Table 3. Employee Housing Generation Rates

Jurisdiction/Use	Number of Units or Area	Employees Generated	Emp. Generation Rate	Employees Generated
Mountain Village				
Efficiency Lodge/Lodge	81	0.50 emps / unit	0.5	40.5
Condo	20	0.19 emps / unit	0.19	3.8
Commercial Use	25553	2 emps / 1,000 sq. ft.	2	51.106
				95
Telluride and San Miguel County Housiing Mitigation				
Efficiency Lodge/Lodge	81	0.33 emps / unit	0.33	26.73
Condo	20	0.33 emps / unit	0.33	6.6
Commercial Use	25553	4.5 emps / 1,000 sq. ft	4.5	115
				148
Five Star Hotel Emp. Housing Requirement				
	81	>2.5 : 1 room	202.5	

Assuming two (2) day shifts, there would be approximately 75 to 100 employees working at the property throughout the day. Where will these employees park with only 20 on-site parking spaces? The Gondola Parking Garage is not an option since it is already over capacity during the ski season. There will be a loss of public parking spaces if employees park in the hotel’s 48 public spaces. The Applicant should therefore be required to document the exact number of employees working at the hotel, the maximum number working one shift and where they will be parked. If not, the skier and visitor experience will be further degraded due to the lack of parking in Mountain Village.

CDC Section 17.5.8(B)(1) states:

“All parking shall be contained within the lot(s) upon which the proposed development is located and off of public and private rights-of-way and the general easement. The use of the road right-of-way for the parking of vehicles is strictly prohibited.”

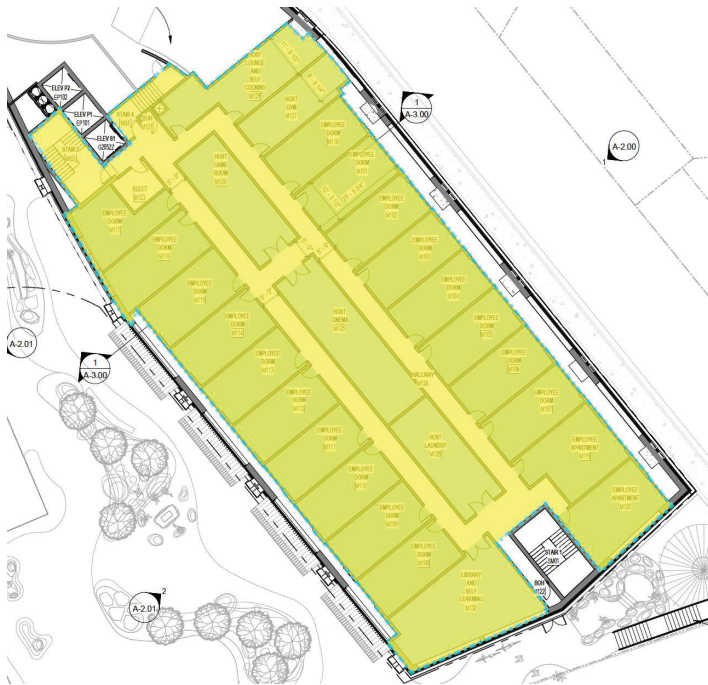
This provision mandates that all required parking be located on the same lot as development. The Applicant has not met this requirement because there is not enough on-site parking for the dorm rooms with a deficiency of at least 36 employee spaces, or for the high intensity commercial uses where there is a deficiency of approximately four (4) parking spaces. This creates a parking deficiency of approximately 40 spaces.

Employee Housing

The proposed PUD states that the proposed employee housing is a community benefit when it is less than mitigation for 40% of the employees generated. The proposed hotel should be subject to the Town's affordable housing requirements. The Town's minimum affordable housing requirements establish standards for mitigating 40% of the employees generated by the project, with the Town's spreadsheet shown in Exhibit A indicating the total required mitigation for the new hotel is 15,569 sq. ft. excluding all the phase in reductions over time and the 30% discount for in-town units. The Town phase in reductions cuts the housing mitigation down to only 2,725 sq. ft. for a development application submitted in 2022 which is interesting given the employee housing impacts to the Telluride Region and all down valley towns. The employee housing mitigation requirement would be approximately 25,051 sq. ft. if the hotel were proposed in Telluride. If the Town's housing mitigation was truly at 40% then the required mitigation would be over 15,000 sq. ft. of floor area and more than provided by the applicant. The Town 30% discount for in-town units combined with the percent reductions to phase in the housing mitigation over time make it seem like the provided housing is a public benefit when the developer should be required to provide at least 40% mitigation. Otherwise, the number of employees generated by the hotel further exacerbates the regional housing crisis.

The applicant proposes to provide approximately 13,000 sq. ft. in housing on the Level 1 Mezzanine excluding stairs, back of house, and electric space as shown on Sheet A-104 and as measured in Figure 2. The Applicant states that they are providing 14,455 gross sq. ft. in housing mitigation; however, this includes a stair corridor and elevator shafts that do not appear to be accessible to the employee level and back of house space that should not count as housing mitigation floor area. The Applicant should be required to provide the actual floor area used for housing since it is including space not accessible or useable by employees.

Figure 2. Housing Mitigation Area



Building Height

The applicant continues to state that the current PUD allows for a maximum height of 88'-9" across the whole of the property, which is incorrect. The current PUD only allows for this height along the highest roof ridge on the west side of the building. The current PUD limits building massing to the approved site-specific development plan with stepping as shown in prior correspondence. The applicant is increasing the maximum height by spreading it out across the whole of the site and not maintaining the height approved under the current PUD.

The average height calculations are also very questionable. All the highest measuring points except one are to the top of guardrails and not to the top of a roof. These guardrails clearly are not the highest roof above the grade and are not roofs. The guardrails are on the side of a deck next to the building. Since when are deck railings considered roofs? Average height is measured from "...finished grade to a point on the roof plane midway between the eave and ridge". The highest roof points are not the highest roof above in numerous locations. Not one of the average height measuring points is measured to the highest roof element. How can this be when that is the highest roof over several areas, including the main plaza? There must be more of an explanation on how average height was measured and what appears to be several highly questionable measuring points on the plans. A comparison of the current PUD Mountain Village Hotel plans and the proposed plans shows way more massing than the approved hotel. It seems impossible to have an average height comparable to the Mountain Village Hotel PUD when the building mass is so much higher across the property. We therefore believe that the actual

average height is much higher than presented and should be fully explored by the Town Council prior to any approval.

We sincerely appreciate the Town Council's time and consideration of all public comments.

Thank you.

Chris Hawkins Digitally signed by Chris Hawkins
Date: 2023.06.08 23:23:24 -06'00'

Chris Hawkins, AICP



AFFORDABLE HOUSING MITIGATION CALCULATOR

INSTRUCTIONS

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

1. PROJECT & APPLICANT

Project Title	Sixth Senses	Project Address	
Applicant Name		Applicant Address	
Applicant Phone		Applicant Email	
Date			

Year of land use application submittal (select one) 2022 25% of mitigation required

Net floor area of commercial space proposed:	25,553	sq. ft.
Number of hotel/accommodation units proposed:	81	units
Number of free market multifamily residential units proposed:	20	units
Net floor area of multifamily additions proposed:		sq. ft.
Net floor area of single family residential unit(s) proposed:		sq. ft.

2. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS

For commercial uses:

25,553 x 2.00 employees / 1,000 sq.ft. x 400 sq.ft./employee x 40% mitigation = 8,177 sq. ft. employee housing
net floor area or increase (sq. ft.)

For hotel and accommodation uses:

81 x 0.50 employees / unit x 400 sq.ft./employee x 40% mitigation = 6,480 sq. ft. employee housing
number of units

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

20 x 0.19 employees / unit x 400 sq.ft./employee x 60% mitigation = 912 sq. ft. employee housing
number of units

0 x 0.13 employees / 1,000 sq.ft. x 400 sq.ft./employee x 60% mitigation = 0 sq. ft. employee housing
net floor area increase (sq. ft.)

For single family residential uses:

0 x 0.12 employees / 1,000 sq.ft. x 400 sq.ft./employee x 60% mitigation = 0 sq. ft. employee housing
net floor area or increase (sq. ft.)

TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT = 15,569 sq. ft. employee housing

3. MITIGATION OPTIONS AND REQUIREMENTS

(Note that blue boxes represent mitigation required if all requirement is mitigated using that method)

	Total Employee Housing Required*		Net Required Mitigation
Units in Town			
Commercial:	2,044 sq. ft.	-30% discount	1,431 sq. ft.
Hotel and accommodation:	1,620 sq. ft.	-30% discount	1,134 sq. ft.
Multi-family residential and mixed-use residential:	228 sq. ft.	-30% discount	160 sq. ft.
Single family residential:	0 sq. ft.	-30% discount	0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	3,892 sq. ft.	-30% discount	2,725 sq. ft.

Units Out of Town			
Commercial:	2,044 sq. ft.	-15% discount	1,738 sq. ft.
Hotel and accommodation:	1,620 sq. ft.	-15% discount	1,377 sq. ft.
Multi-family residential and mixed-use residential:	228 sq. ft.	-15% discount	194 sq. ft.
Single family residential:	0 sq. ft.	-15% discount	0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	3,892 sq. ft.	-15% discount	3,308 sq. ft.

Fee in Lieu			
For commercial uses:	2,044 sq. ft.	0% discount	x \$606 /sq.ft. \$1,238,809
For hotel and accommodation uses:	1,620 sq. ft.	0% discount	x \$606 /sq.ft. \$981,720
For multi-family residential and mixed-use residential uses:	228 sq. ft.	0% discount	x \$606 /sq.ft. \$138,168
For single family residential uses:	0 sq. ft.	0% discount	x \$606 /sq.ft. \$0
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	3,892 sq. ft.	0% discount	x \$606 /sq.ft. \$2,358,697

* Accounts for phase-in of requirements, based on year of land use application submittal

4. PROPOSED METHODS OF MEETING AFFORDABLE HOUSING MINIMUM REQUIREMENTS

Fill in all that apply:

			% of Requirement	Remainder to reach 100%
To be constructed within the Town of Mountain Village	[]	sq. ft.	0%	2,725 sq. ft.
To be constructed outside of the Town limits	[]	sq. ft.	0%	3,308 sq. ft.
Fees in Lieu to be paid	[]		0%	\$2,358,697
4. Mitigation Requirement Met			0%	

August 15, 2023

BILL E. KYRIAGIS
303 575 7506
BKYRIAGIS@OTTENJOHNSON.COM

VIA E-MAIL – MVCLERK@MTNVILLAGE.ORG

Town Council
Town of Mountain Village
455 Mountain Village Boulevard
Mountain Village, CO 81435

Re: Lot 109R - Responses to Issues Raised in Public Comment

Dear Mayor and Town Council Members:

This firm comprises part of the team representing Tiara Telluride, LLC (“**Tiara**”) in connection with its applications for a Major Subdivision for Lot 109R and Tract OS-3BR-2 (the “**Subdivision**”), a Major PUD Amendment to the Lot 109R PUD (the “**PUD Amendment**”) originally approved in 2010 (the “**2010 PUD**”), which PUD Amendment includes and associated rezoning of the resulting Lot 109R2, and the rezoning of the resulting Tract OS-3BR-2R (the “**Rezoning**”), with a vested property right to complete the development (the “**Vested Rights**,” and together with the applications for the Subdivision, the PUD Amendment, and the Rezoning, the “**Applications**”). The Applications are intended to allow Tiara to develop a five-star hotel that will be operated by Six Senses (the “**Project**”).

We have previously written to provide information to the Town of Mountain Village (the “**Town**”) for the record relating to the Applications, including by letters dated March 13, 2023 and June 13, 2023. In doing so, we have focused on the merits of the Applications, addressing critical issues like the conformance of the Project with the Town’s Comprehensive Plan and satisfaction of the various approval criteria for the Applications under the Town’s Community Development Code (the “**CDC**”).

I am writing now to address two issues that have nothing to do with the Project. However, they have been raised by others in public comment, or we expect them to be, and we believe it is necessary to correct the record. Both issues relate to projects pursued by Tiara’s affiliate, The Vault Home Collection (“**VHC**”). Tiara is a distinct entity with its own specific ownership and development team pursuing the Project in the Town, but Tiara is proud of its work with VHC, and feels it is important to address efforts to slander both VHC and Tiara with information that suggests impropriety where none exists.

The background to this is apparently the concerted effort of neighboring property owners, Winston and Cameron Kelly, to do anything they can to oppose the Project. In their own public comments, and through their consultants, the Kellys have raised various objections to Town’s approval of the Applications. Leading up to the Town Council meeting in June, and in the time since, the Kellys have been involved in an effort to dig up whatever they can characterize as “dirt” they could use to try to paint Tiara, or its affiliates, in a poor light. They are sparing no expense, and throwing mud with both hands. They have hired at least three law

firms, an engineering firm, and a planning firm to help develop opposition material. They have also already sued the Town and Tiara relating to the approved Third Amendment to the 2010 PUD. While Tiara would prefer to focus on the merits of the Project, it is necessary to address the unrelated issues the Kellys have raised, as they have mischaracterized the facts.

The first issue relates to a project located outside of Driggs, Idaho. Until earlier this year, Tiara's affiliate, VHC, was evaluating developing a dude ranch concept on a property at the base of the Big Hole Mountains. A VHC entity called High Noon Ranch, LLC had the property under contract, and the matter proceeded to a public hearing on a conceptual plan for a PUD before the Teton County, Idaho Planning & Zoning Commission on April 11, 2023. Following a hearing, the Teton County P&Z commission voted 4 to 3 to recommend denial of the concept plan. Based on public comment and feedback from the County, and its own evaluation of the project, VHC decided not to pursue the High Noon Ranch project further, and terminated its purchase contract for the land. VHC is not currently pursuing any development projects in the Tetons area.

Notwithstanding efforts to mischaracterize the situation, what happened with the Idaho project is entirely ordinary. VHC was in the early stages of evaluating a development concept. It proceeded to the hearing to receive community feedback. Though the P&Z commission vote was close and split, VHC determined that there was not adequate support for what it was proposing to merit further investment in and exploration of the High Noon Ranch concept, and decided to terminate its efforts to pursue the project.

This issue has no relevance whatsoever to the Town's evaluation of the Project. However, Anna Trentadue, an Idaho-based attorney with the nonprofit organization "Valley Advocates for Responsible Development" ("VARD") submitted public comment and spoke at the June 15, 2023 Town hearing. VARD is an organization that generally opposes development in the Tetons area, and Ms. Trentadue stated her purpose of submitting comment was to clarify "the history of VARD's interactions with the High Noon Ranch Project . . ." and the current status of the High Noon Ranch project. However, there is not any dispute about any of that. VARD's complaint was that, after meeting with VARD, VHC did not make a concrete commitment to host a charrette with VARD. Ms. Trentadue did not assert that a charrette was a required part of the development process, because it wasn't. The fact is that VHC simply wanted to gauge the County's support for the proposed project before investing additional time and money into the project. There is nothing improper about that. Reference has also been made to a dinner VHC hosted with community members, after which VHC requested support for the High Noon Ranch project before the April 11, 2023 hearing. Again, there is nothing improper about that, nor is it a terribly unusual situation.

There are clear contrasts with the Project Tiara is pursuing in Mountain Village. First, Tiara owns the land outright. There is no purchase contract, and Tiara does not have a loan or debt encumbering Lot 109R. This should demonstrate Tiara's commitment to the Town and to the Project. Second, the concept for the Project is based on significant direction and input from the Mountain Village community and from Town Council. Before buying the property, Tiara had a workshop with the Town, and upon closing, Tiara's original intent was to develop Lot 109R in accordance with the 2010 PUD. Tiara had another workshop with the Town after purchasing the property, and during that meeting, the Town provided additional input and indicated that it would like to see an upgraded design and concept to attract a topflight hotel that could be developed within the previously-approved building height. It was only at that point, in reaction to Town and community input, that Tiara began significant efforts to pursue the high-end, flagship hotel concept currently envisioned for the Project. Not only that, as explained in more detail in my June 13, 2023 letter, the current concept for the Project is in conformance with the Comprehensive Plan, including both the 2011 Comprehensive Plan that applies to the Project, as well as the recent 2022 amendment. Both versions of the Comprehensive Plan

emphasize the importance of attracting five-star, flagship hotel operators to the Town. The 2022 amendment to the Comprehensive Plan was completed through a multi-year public process that could have resulted in a changed in the designation and vision for Lot 109R, but it did not. Since it began the effort to pursue the current approvals, Tiara has done everything it can to accommodate the Town's requests for modifications to the Project (from reduced massing to delivering all requested public parking spaces, as well as many other changes), while still preserving what is necessary to support a five-star hotel, in one of the few potential remaining locations for doing so in the Village.

The second issue I want to address relates to VHC's development of a high-end single family home located at 87 Pennington Place, in Mountain Village. One of the Kellys' attorneys, Joe Coleman, has recently suggested that information on this project is relevant to VHC's construction practices and experience in building safe and code compliant buildings in Mountain Village. Mr. Coleman's suggestions are baseless. As an initial matter, I should be clear that VHC's general contractor, Top Notch Construction, Ltd., oversees all day-to-day aspects of construction, performance of subcontractors, etc. Top Notch Construction, and its principal, Cody Abbot, are local and have significant construction experience in the area.

Mr. Coleman has seized on an issue that arose out of a dispute between VHC and the buyer that VHC and the buyer are working through. In the course of this, the buyer had an analysis done that identified an unrelated design/manufacturing problem in the windows that had been installed (and which had already passed a Town inspection). When this was brought to VHC's attention, VHC raised the issue with its window distributor, Alpine Lumber, which is an experienced local supplier, and the manufacturer, Jeld-Wen, a global window supplier. To their credit, Alpine Lumber and Jeld-Wen acknowledged the issue and took responsibility for rectifying it at their cost. Replacement windows have been reengineered and rush-ordered, and once complete, they will be installed and inspected by the Town.

VHC is proud of its work on 87 Pennington, and believes that all construction is being done in accordance with the requirements of the Town's code. Any suggestion by Mr. Coleman or otherwise to the contrary is without basis. As is standard during the construction process, when the Town has identified issues during inspections, the general contractor has promptly addressed them. This is the reason for this kind of inspection process. It is expected that the home will be fully completed, and receive a final certificate of occupancy soon, in which context the Town will perform additional inspections. In that regard, the Town's building department will have a much better understanding of the status of construction of this home than the Kellys or their attorneys.

Though Tiara is not directly involved in the construction of 87 Pennington Place, one parallel to the current Project is that, like VHC, Tiara is committed to engaging experienced and qualified experts and contractors for the Project. As relevant here, Tiara is not a construction company or general contractor. In order to complete construction of the Project, Tiara intends to engage a builder with significant experience and expertise in constructing large-scale projects in high altitude environments. Like VHC, Tiara is also committed to addressing any challenges that may arise during the construction process, and working collaboratively with stakeholders to solve problems.

Again, Tiara would prefer to focus on the Project, and its own merits, but we recognize that the Kellys appear to be trying to muddy the waters here. They have been primarily concerned about preserving the views from their property on the other side of Mountain Village Boulevard. As is their right, they are focused on their own personal and financial interests. However, the Town's interests are defined more broadly, and carried out by Town Council members elected to look out for the best interests of the Town as a whole. Those interests are laid out in vision documents like the Comprehensive Plan.

In that regard, Tiara understands that trust is important when the Council makes decisions that will shape the future of the Town. Given the quasi-judicial nature of the Approvals, the opportunities for Councilmembers to work directly with a project developer are limited to public hearings. Unfortunately, it is difficult to build trust in that context, and the Kellys are trying to capitalize on the limitations inherent in the process to sow doubt through rumor and innuendo. However, over the past several months, Tiara's development and legal team have been able to work closely with Town staff, including legal counsel. The team has listened to input from the Town, whether provided by Council or staff, and made changes to the Project to deliver on Town objectives and requests, and solve problems. They have followed through and performed on all of the Town's requests and made significant modifications to the Project to do so, while preserving the high level of quality that is necessary to make the Project work for a world-class operator like Six Senses. This is a track record both Tiara and the Town can be proud of, and Tiara looks forward to continuing to build trust and deepen the relationship with the Town as the Project becomes an integral part of the Town's long-term success.

We are hopeful that this is helpful in addressing questions the Town may have relating to some of the issues the Kellys have raised, and will be happy to address any further questions the Council may have at the August 17, 2023 Council meeting.

Very truly yours,



Bill E. Kyriagis
For the Firm

BEK/lm

cc: David H. McConaughy (By Email)
Christine Gazda (By Email)
Michelle Haynes (By Email)
Amy Ward (By Email)
Cynthia Stovall (By Email)

From: [Ryan Lerwill](#)
To: [mvclerk](#)
Subject: Letter in regards to Matt Shear - Developer - for public comment August 17, 2023 Public Hearing
Date: Tuesday, August 15, 2023 4:46:23 PM

Subject: Comments on and commendation for Matt Shear's Visionary Approach and Professionalism - for the Town of Mountain Village

Dear Town Council:

I trust this email finds you well. I wanted to take a moment to express my sincere appreciation for the remarkable work carried out by Matt Shear, a developer with whom we had the privilege of collaborating recently. It is with great enthusiasm that I highlight Matt's exceptional abilities and forward-thinking mindset in approaching projects.

Throughout our interaction with Matt, we have been consistently impressed by his insightful ability to envision the future trajectory of projects. His capacity to anticipate the evolving landscape of development and his holistic perspective have truly set him apart. His approach, while grounded in pragmatism, is underscored by a profound sense of professionalism and dedication.

What truly stands out about Matt is his willingness to embrace diverse viewpoints and seek win-win solutions that accommodate all stakeholders involved. Regardless of the perspective one brings to the table, Matt consistently demonstrates an open-mindedness and a genuine commitment to addressing concerns. His flexibility in adjusting and refining plans to align with the interests of all parties is both admirable and impactful.

In our particular case, working alongside Matt during the property development process in Teton Valley, Idaho, was an experience marked by diligence and thoroughness. His dedication to fostering transparent communication with local residents and ensuring compliance with zoning regulations and legal obligations was exceptional. Despite the unfortunate challenges posed by an anti-development group, Matt remained resolute in his pursuit of fairness and adherence to the principles that underpin responsible growth.

It is disheartening to note that some within the community resorted to divisive tactics that attempted to cast doubt on Matt's intentions and achievements. The aggressive anti-growth sentiment propagated by certain elements contradicted the very essence of property entitlements and the potential benefits they offer to the community at large.

We wholeheartedly recommend Matt Shear and his team of competent developers to any project that demands a visionary perspective and an unwavering commitment to integrity. His consistent honesty, openness, and reliability in our dealings have been truly exceptional and have earned him our highest regard.

Thank you for providing a platform that recognizes professionals like Matt Shear who are driving positive change within our communities. We are confident that his contributions will continue to have a lasting impact on the development landscape.

Should you require any further information or insights regarding our collaboration with Matt, please do not hesitate to reach out. We remain grateful for the opportunity to work alongside

such a remarkable individual.

Warm regards,

Ryan Lerwill

- Property Owner

- Previous Client

From: [Dan and Greer Garner](#)
To: [council](#)
Subject: Six Senses
Date: Wednesday, August 16, 2023 11:28:01 AM

If the applicant addresses Council's concerns, then Council should approve and end this mess.
If not disapprove

The 60 foot height limit is ridiculous

Dan Garner

--

Dan and Dr. Greer Garner
Telluride, CO

From: [Jessica Goldberg](#)
To: [council](#)
Subject: Support for the Approval of MV lot 109-R Six Senses Hotel
Date: Wednesday, August 16, 2023 10:14:48 AM

Mark and Jessica Goldberg
35 Skunk Creek Road
Telluride, Colorado 81435
08/16/23

Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

**RE: Approve Lot 109R Six Senses/Tiara Mountain VillageHotel
Project**

Dear Town Council:

We want to thank you for your service, leadership and commitment to the Mountain Village.

We are writing to encourage the Mountain Village Town Council to **support** the Six Senses/Tiara Mountain Village hotel project at Lot 109 R at the hearing on August 17, 2023.

We chose this community 20 years ago to raise a family and start a local business so we are extremely committed to the success and growth of both Mountain Village and Telluride. This project is the logical next step in the evolution of Mountain Village.

Six Senses is one of the finest lodging operators in the world. They bring an impeccable reputation and will create a world-class hotel with enhanced amenities, spa and great restaurants with ground-breaking architecture. Many locals (including us) are thrilled they will offer local access to spa and roof-top pool facilities.

In addition to a commitment to sustainability and workforce housing there are numerous additional benefits that this project offers to the Mountain Village:

Providing the most on-site workforce housing of any hotel in Telluride and Mountain Village with housing up to 56 employees in approximately 14,000 sq ft.

Proposing the first commercial LEED-certified building in Mountain Village.

Offering 48 newly dedicated public parking spaces if the project is approved and built. (A net loss of 22 spaces if not built.)

Redeveloping the area around the trash facility including the facility itself to alleviate current and future challenges.

Building extensive new sidewalks to help pedestrians move around the core safely.

We strongly encourage the Mountain Village Town Council to approve this exciting project. Thank you!

Sincerely,

Mark and Jessica Goldberg

From: [Leah Kropuenske](#)
To: [mvclerk](#)
Subject: Letter of support for Six Senses
Date: Wednesday, August 16, 2023 4:05:13 PM
Attachments: [image001.png](#)

Leah Kropuenske
415 Mountain Village BLVD Unit 11311
Mountain Village, CO 81435
8.16.2023

Town Council
Town Of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

RE: Approve Lot 109R Six Senses/Mountain Village Hotel Project

Dear Town Council:

First, thank you for your commitment to the Mountain Village as an elected official. We very much appreciate your service and leadership.

I am writing to encourage the Mountain Village Town Council to **support** the Six Senses/Tiara Telluride hotel project at Lot 109 R at the hearing on August 17, 2023.

This project is the logical next step in the evolution of Mountain Village and there are numerous reasons why many in the community support bringing a five-star hotel to the Mountain Village. Six Senses is one of the finest lodging operators in the world. They bring an impeccable reputation and will create a world-class hotel with enhanced amenities, spa and great restaurants with ground-breaking architecture by Vault Design, the Architecture and the Master Planning Studio. Many locals are thrilled they will offer local access to spa and roof-top pool facilities.

In addition to a commitment to sustainability and workforce housing, there are numerous additional benefits that this project offers to the Mountain Village:

- Providing the most on-site workforce housing of any hotel in Telluride and Mountain Village with housing up to 56 employees in approximately 14,000 sq ft.
- Proposing the first commercial LEED-certified building in Mountain Village.
- Offering 48 newly dedicated public parking spaces if the project is approved and built. (A net loss of 22 spaces if not built.)
- Redeveloping the area around the trash facility including the facility itself to alleviate current and future challenges.
- Building extensive new sidewalks to help pedestrians move around the core safely.

The increase in public benefits and improvements goes beyond those offered by comparable projects in the area. We strongly encourage the Mountain Village Council to approve the Six Senses/Tiara Telluride hotel on Lot 109R. Thank you!

Sincerely,
Leah Kropuenske

Leah Kropuenske | Director of Broker Services
LIV Sotheby's International Realty
lkropuenske@livsothebysrealty.com
direct: 970.343.0802
137 W Colorado Ave | Telluride, CO 81435

resorts.livsothebysrealty.com



Sotheby's International Realty will never ask you to wire money or provide wiring instructions. Beware of phishing emails or fraudulent phone calls requesting a bank wire. Please call your lender, title company, or closing attorney to confirm any wiring instructions over the phone.

From: [Jeff Lerwill](#)
To: [mvclerk](#)
Subject: Letter in regards to Matt Shear - Developer - for public comment August 17, 2023 Public Hearing
Date: Wednesday, August 16, 2023 7:23:37 AM

Dear Town Council:

I am also a fan of Matt Shear and his team. Their team is very talented and highly skilled. They have lots of good people trying to make sure that they do the best for all. I felt like they tried to achieve and accomplish the best case scenarios for all involved such as best use of land, us as owners, community needs, and assistance with the county needs as well.

It is so sad that the project we had didn't work out due to an unfriendly development minded county. The county will really be missing out on a great project and will forego a lot of good jobs and an incredible tax base. I also agree with Ryan's comments in his letter to you (see below). I have registered to speak in your zoom meeting in support of Matt Shear and team, but I'm not 100% sure I will be available at that time, so I wanted to give my support and best to Matt and team. This project would be a great asset to your community. I just wish it was here in our area instead.

Best regards
Jeff Lerwill
Property owner

Dear Town Council:

I trust this email finds you well. I wanted to take a moment to express my sincere appreciation for the remarkable work carried out by Matt Shear, a developer with whom we had the privilege of collaborating recently. It is with great enthusiasm that I highlight Matt's exceptional abilities and forward-thinking mindset in approaching projects.

Throughout our interaction with Matt, we have been consistently impressed by his insightful ability to envision the future trajectory of projects. His capacity to anticipate the evolving landscape of development and his holistic perspective have truly set him apart. His approach, while grounded in pragmatism, is underscored by a profound sense of professionalism and dedication.

What truly stands out about Matt is his willingness to embrace diverse viewpoints and seek win-win solutions that accommodate all stakeholders involved. Regardless of the perspective one brings to the table, Matt consistently demonstrates an open-mindedness and a genuine commitment to addressing concerns. His flexibility in adjusting and refining plans to align with the interests of all parties is both admirable and impactful.

In our particular case, working alongside Matt during the property development process in Teton Valley, Idaho, was an experience marked by diligence and thoroughness. His dedication to fostering transparent communication with local residents and ensuring compliance with zoning regulations and legal obligations was exceptional. Despite the unfortunate challenges posed by an anti-development group, Matt remained resolute in his pursuit of fairness and adherence to the principles that underpin responsible growth.

It is disheartening to note that some within the community resorted to divisive tactics that attempted to cast doubt on Matt's intentions and achievements. The aggressive anti-growth sentiment propagated by certain elements contradicted the very essence of property entitlements and the potential benefits they offer to the community at large.

We wholeheartedly recommend Matt Shear and his team of competent developers to any project that demands a visionary perspective and an unwavering commitment to integrity. His consistent honesty, openness, and reliability in our dealings have been truly exceptional and have earned him our highest regard.

Thank you for providing a platform that recognizes professionals like Matt Shear who are driving positive change within our communities. We are confident that his contributions will continue to have a lasting impact on the development landscape.

Should you require any further information or insights regarding our collaboration with Matt, please do not hesitate to reach out. We remain grateful for the opportunity to work alongside such a remarkable individual.

Warm regards,

Ryan Lerwill
- Property Owner
- Previous Client

Dear Town of Mountain Village Council:

19 years ago, I co-founded Telluride Eco Cleaners in Lawson hill with the vision of providing state of the art dry cleaning and laundry services focused on environmentally responsible practices. I understand the daily struggle and cost required to maintain these promises.

I applaud the developers and Six Senses commitment to sustainability. Their commitment to eliminating single-use plastics, use of solar and pledging 1/2% of gross revenue annually to local non-profits that promote environmental sustainability are examples of going above and beyond.

I implore you not to lose this opportunity for Mountain Village and the Telluride region; we do not need more of the same, we need forward-looking businesses like Six Sense to help change the status quo and push everyone else to put the environment and sustainability to the forefront of their operations.

Thank you for your time and service to the Town of Mountain Village,

Meagan Preece
Managing Partner
Telluride Eco Cleaners & The Laundromat

From: [Steve Gumble](#)
To: [council](#); [mvclerk](#)
Subject: Please Support Six Sense Hotel
Date: Thursday, August 17, 2023 11:00:38 AM
Importance: High

Dear Mountain Village Town Council,

I would like to express my support of the pending PUD amendment from Tiara Telluride. I understand decisions of this magnitude do not come easy nor without consequences. It is my belief, that based on the application, the “consequences” only stand to enhance Mountain Village and continue its trajectory as of one the most successful mountain towns in America. I cannot imagine five-star projects come along every day, and the fact that Six Sense has chosen Mountain Village is a testament to how the town has managed growth over the years while understanding the need to present itself as a world-class destination. Six Sense is world class!

I will be the first to admit that PUD’s are not my forte but as a 36 year resident of Telluride and successful business person I know when something is beneficial to the region and when something is not. In my opinion Tiara’s plan is well thought out and truly will benefit our community as a whole.

I think workforce housing may top my list of importance as it tops many people’s list. 14,000 sq feet of housing which will house 56 employees is above the current requirements for housing. This is extremely important when considering this amendment. I have seen so many projects go to the wayside because the developer does not want to meet the minimum requirements for housing. This wildly exceeds development minimums in the Village and should not be taken lightly. This to me is a testament to Six Senses commitment to the community and the folks that work here.

There are numerous reasons to support this amendment, in fact too many to list here. But there are a few that strike a note with me above and beyond workforce housing. I have been a supporter of local non-profits for as long as I have been financially able to do so. It is refreshing to see that Six Senses recognizes the important of supporting our local non-profits and have committed ½ percent of gross revenue to non-profits. Again non-profits are very important to this community and their willingness to support community non-profits should be taken into consideration. Six Sense seems to have a concern about the community as a whole, which is not something you see every day from developers and their partners.

Providing necessary public parking, walking infrastructure and, selfishly important to me, increased event spaces all serve to enhance Mountain Villages strengths as a destination and tourist driven town. Event space is painfully limited in both Mountain Village and Telluride. I just personally witnessed this during Telluride Gay Ski Week, so anytime a project presents a plan for event space I would urge you to support it.

As I said previously, there are so many additional benefits that this project intends to bring to the area. The variances being requested only work to improve the project as a whole. The increase in public benefits and improvements should not be discounted nor jeopardized by a few individuals. I strongly urge Town Council to approve this project – it only makes (Six) sense!

Sincerely,

Steve Gumble

Steve Gumble (he/him/his) *President*
SBG Productions, Inc

[Telluride Blues & Brews Festival](#) | [Telluride Jazz Festival](#) | [Durango Blues Train](#) | [Telluride Gay Ski Week](#)

PO Box 2966 | Telluride CO 81435

O 970.728.8037 x100

From: [Heather Knox](#)
To: [mvclerk](#); [council](#)
Subject: Public comment on Meadowlark Pricing Structure
Date: Tuesday, August 15, 2023 5:25:24 PM

Honorable Mountain Village Town Council –

Please consider my comments below on the Meadowlark pricing structure and other suggestions.

1. Meadowlark pricing for Essential Organizations should be at the subsidized rate (buy down prices) without the \$50K “priority fee”. These are the organizations that house our essential workers; we need these organizations to be strong and stable. The upcoming agenda item of the Telluride Medical Center requesting emergency funding demonstrates that these organizations (taxing districts, and 501(c)3 non-profits) need support. They should be able to purchase housing for their employees at the buy-down subsidized rate. We should not be looking to these organizations to balance the Meadowlark budget.
2. For-profit businesses should pay the full construction price (at least) plus a “priority fee”. This could help balance the budget without negatively impacting essential organizations.
3. It appears that balancing the construction budget and subsidy has proven to be a challenge. Therefore, it might be wise to consider selling one of each 1, 2, & 3 bedroom units on the free market. The price cap would be lifted, as well as the requirement to work locally ~1,560 hrs annually. These units could also be purchased through a trust, LLC or other entity. However, short term rentals should not be allowed in Meadowlark, including the free-market units. Prospective buyers who need a property to cash flow by short term renting can purchase other free-market units for short term rental elsewhere in Mountain Village.
4. In the Meadows we have seen foreclosures on units in multiple complexes. During the foreclosure process, the deed restriction is lost, and the new owners are allowed to short-term rent the units (unless the HOA has specifically stated that short term rentals are not allowed). The town needs foolproof policies in place for handling foreclosures. Meadowlark HOA rules and regulations need to clearly state that short term rentals are not allowed.
5. The buy-down subsidy should only be provided for those who need it. Mountain Village taxpayers do not want to subsidize individuals/families with assets who can cover the full construction costs. The taxpayer subsidy of this project has increased; the buy-down subsidy should only be available to those with need.
6. The Townhouses are the most expensive units. It may be wise to convert one of the townhouse buildings to condos to provide more units at the lower price point.

7. For transparency, it is important to know if any of the employees who are making recommendations on Meadowlark pricing are on the list of employees who want to purchase. If so, it would be wise to have those individuals recuse themselves.

Thank you very much for considering my comments.

Heather Knox

Hknox9500@gmail.com

(970)729-3362

PO Box 2441

Telluride, CO 81435